



# Bassett Creek Watershed Management Commission

Regular Meeting  
Thursday, April 18, 2024  
8:30 a.m.

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

Listen via Zoom:

<https://plymouthmn.gov.zoom.us/meeting/register/tZcodOCvrj8rHtZJzXg6hib82UqHHvF4lft3#/registration>

## 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 – March 21, 2024 Commission Meeting
- B. Acceptance of April Financial Report
- C. Approval of Payment of Invoices
  - i. Keystone Waters, LLC – March 2024 Administration
  - ii. Keystone Waters, LLC – March 2024 Administrative Expenses
  - iii. Barr Engineering – March 2024 Engineering Services
  - iv. Triple D Espresso – Meeting Catering
  - v. City of Plymouth – March Accounting Services
  - vi. Kennedy and Graven – Legal Services
  - vii. Stantec – WOMP Services
- D. Approval of Agreement with Three Rivers Park District for 2024 Medicine Lake Activities
- E. Approval of 2023 Annual Report
- F. Approval of 2024 Plymouth Boulevard Rehabilitation Project

### 5. BUSINESS

- A. Consider Approval of Agreement for Sochacki Park Water Quality Improvement Project Implementation (10 min)
- B. Consider Approval of Updated Joint Powers Agreement for Member City Review (20 min)
  - i. JPA with Tracked Revisions Since March
  - ii. Proposed JPA Document
- C. Consider Approval of Contract for Gathering Content on Native Communities (10 min)
- D. Review Next Steps in Bassett Creek Valley Discussions (15 min)
- E. Consider Technical Advisory Committee Recommendations (30 min)
- F. Receive Update from Plan Steering Committee (10 min)
- G. Consider Adoption of Land and Water Acknowledgement Statement (20 min)
- H. Discuss Study of Creek Co-naming Opportunities (20 min)

## 6. COMMUNICATIONS (15 minutes)

- A. Administrator's Report
  - i. Update on Sweeney Lake Eurasian Watermilfoil Eradication Project
- B. Engineer
  - i. Update on Water Monitoring Activities
- C. Legal Counsel
- D. Chair
- E. Commissioners
  - i. Report on Metro Watersheds Meeting
- F. TAC Members
  - i. Need May 1<sup>st</sup> Liaison
- G. Committees
  - i. Education Committee
  - ii. 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. Minneapolis Stormwater Management Program Public Hearing

## 8. ADJOURNMENT

### Upcoming Meetings & Events

- BCWMC Budget Committee Meeting: Thursday, May 2, 1:30 p.m., Rice Lake Room, Brookview
- BCWMC Plan Steering Committee Meeting: Wednesday, May 1, 8:30 a.m., Wirth Lake Room, Brookview
- BCWMC Technical Advisory Committee Meeting: Wednesday, May 1, 10:30 a.m., Wirth Lake Room, Brookview
- Indigenous Creek Connections: A Joint Meeting of MWMO and BCWMC: Tuesday, June 11, 5:30 p.m., Mississippi Watershed Management Organization Office
- MN Watersheds Summer Tour Event: June 25 – 27, St. Paul [www.mnwatersheds.com/summer-tour](http://www.mnwatersheds.com/summer-tour)



# Bassett Creek Watershed Management Commission

## AGENDA MEMO

Date: April 11, 2024

To: BCWMC Commissioners

From: Laura Jester, Administrator

**RE: Background Information for 4/18/24 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 – March 21, 2024 Commission Meeting- ACTION ITEM with attachment**
  
  - B. **Acceptance of April 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 – March 2024 Administration
    - ii. Keystone Waters, LLC – March 2024 Administrative Expenses
    - iii. Barr Engineering – March 2024 Engineering Services
    - iv. Triple D Espresso – Meeting Catering
    - v. City of Plymouth – March Accounting Services
    - vi. Kennedy and Graven – Legal Services
    - vii. Stantec – WOMP Services
  
  - D. **Approval of Agreement with Three Rivers Park District for 2024 Medicine Lake Activities – ACTION ITEM with attachment** - *Each year the BWCMC and TRPD enter an agreement to collaborate on activities in Medicine Lake including herbicide treatment of curly-leaf pondweed (CLP) and watercraft inspections at the French Regional Park boat launch. The BWCMC has a DNR permit for CLP treatments and TRPD will contract with a certified herbicide contractor, PLM Land and Lake Management, to treat the lake this year. TRPD will continue performing pre and post plant and turion sampling. The agreement states the BCWMC will share the cost of the herbicide treatment with TRPD and will contribute funds to augment watercraft inspections at the boat launch. The funding needed for these activities will come from the Commission’s Aquatic Plant Management/Aquatic Invasive Species (APM/AIS) budget. Due to the Sweeney Lake EWM Eradication Project, that budget line is slated to be slightly over budget by year’s end. Staff recommends approval.*
  
  - E. **Approval of 2023 Annual Report – ACTION ITEM with attachment (complete document online) - According to MN Rules Chapter 8410, the BCWMC is required to submit an annual report to the MN Board of Water and Soil Resources. Staff recommends approval of the attached report and direction to submit the report and post online.**
  
  - F. **Approval of 2024 Plymouth Boulevard Rehabilitation Project – ACTION ITEM with attachment** - *The proposed linear project is along Plymouth Blvd from Hwy 55 to Rockford Rd within the Plymouth Creek subwatershed. The proposed project includes construction of roundabouts to control traffic, and accompanying drainage, surfacing, lighting, and ADA improvements, resulting in 20.89 acres of grading (disturbance) and a decrease of 2.29 acres of impervious surfaces. Floodplain impacts will be mitigated and water quality will be improved through the reduction of impervious surfaces and*

*construction of two infiltration basins. Staff recommends conditional approval with comments included in the attached memo.*

## 5. BUSINESS

- A. Consider Approval of Agreement for Sochacki Park Water Quality Improvement Project Implementation (10 min) – **ACTION ITEM with attachment** – *At the meeting last month, the Commission received an update on this project and reviewed provisions to be included in an agreement with Three Rivers Park District (TRPD) and the City of Robbinsdale for design, construction, and maintenance of the project. That agreement is attached here and was developed by Commission Attorney Anderson and reviewed by TRPD and Robbinsdale. Staff recommends approval.*
  
- B. Consider Approval of Updated Joint Powers Agreement for Member City Review (20 min) – **ACTION ITEM with attachments** – *At the meeting last month, commissioners reviewed and discussed the updated JPA. Please see the memo attached with notes on revisions to the document since last month. The document in 5Bi shows the tracked changes since last month. The document in 5Bii is the “clean version” of the proposed JPA with the tracked changes accepted. Staff recommends approval of the proposed JPA and direction to submit to member cities for their review.*
  - i. JPA with Tracked Revisions Since March
  - ii. Proposed JPA Document
  
- C. Consider Approval of Contract for Gathering Content on Native Communities (10 min) - **ACTION ITEM with attachment** – *The BCWMC Education Committee recommends that the updated watershed map include a large section describing Native culture, history, and land and water care practices in the Haha Wakpandan area. Jim Rock (husband of Alternate Commissioner Gould) is a member of the Dakota community and an educator of Indigenous culture. He indicated willingness to develop content for the watershed map and, upon request, submitted a proposal to complete that work. Commission Attorney Anderson developed the attached agreement. Funding of up to \$2,000 for this activity would come from the Commissions’ Public Outreach and Education budget. Staff recommends approval.*
  
- D. Review Next Steps in Bassett Creek Valley Discussions (15 min) – **DISCUSSION ITEM with attachment** – *Please see the attached memo which provides some history on the BCWMC’s involvement in Bassett Creek Valley issues along with my recommendations on the next steps.*
  
- E. Consider Technical Advisory Committee Recommendations (30 min) – **ACTION ITEM with attachments** – *The Technical Advisory Committee met in February, March, and April to discuss a variety of items and develop recommendations on the 5-year Capital Improvement Program and a project to convert and update the Commission’s hydrologic and hydraulic model. Please see the memo and its attachments.*
  
- F. Receive Update from Plan Steering Committee (10 min) – **INFORMATION ITEM with attachment** – *The Plan Steering Committee continues to develop goals and discuss the process for assessing options for future funding and governance structure. The committee plans to submit a written update on their progress and discussions for review at monthly Commission meetings. The first update is attached here.*
  
- G. Consider Adoption of Land and Water Acknowledgement Statement (20 min) – **DISCUSSION ITEM with attachment** – *The first draft of the land and water acknowledgement statement was briefly discussed at the March meeting. Chair Cesnik and Alternate Commissioner Gould developed the*

*statement and refined it for the Commission's consideration at this meeting. 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.*

- H. Discuss Study of Creek Co-naming Opportunities (20 min) – **DISCUSSION ITEM with attachment** – *This item was moved from the March meeting due to time constraints. Please see the attached memo with ideas for studying co-naming opportunities.*

## **6. COMMUNICATIONS (15 minutes)**

- A. Administrator's Report – **See attachment**
  - i. Update on Sweeney Lake Eurasian Watermilfoil Eradication Project
- B. Engineer
  - i. Update on Water Monitoring Activities
- C. Legal Counsel
- D. Chair
- E. Commissioners
  - i. Report on Metro Watersheds Meeting
- F. TAC Members
  - i. Need May 1<sup>st</sup> Liaison
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  - i. Education Committee
  - ii. Budget Committee

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## Bassett Creek Watershed Management Commission

**DRAFT Minutes of Regular Meeting**  
**Thursday, March 21, 2024**  
**8:30 a.m.**  
**Golden Valley City Hall, 7800 Golden Valley Road**

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

On Thursday March 21, 2024 at 8:33 a.m. with the absence of Chair Cesnik, Vice Chair Welch 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	Terri Schultz	Ben Perkey
Golden Valley	Paula Pentel	Roxanne Gould	Eric Eckman
Medicine Lake	<i>Absent</i>	Shaun Kennedy	<i>Absent</i>
Minneapolis	Michael Welch	Jodi Polzin	Liz Stout, Nico Cantarero
Minnetonka	Maryna Chowhan	<i>Absent</i>	Sarah Schweiger (online)
New Hope	Jere Gwin-Lenth	Jen Leonardson	Nick Macklem
Plymouth	<i>Absent</i>	<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>	Jami Markle, Three Rivers Park District; Jen Dullum, MN Board of Water and Soil Resources		

Administrator Jester introduced Jen Dullum, the new Board Conservationist with the MN Board of Water and Soil Resources for the BCWMC area.

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

No public comments.

### 3. APPROVAL OF AGENDA

Vice Chair Welch requested to move the Plan Steering Committee Report to the business section of the agenda. Administrator Jester requested to add three items to the consent agenda including appointing Commissioner Pentel to the Plan Steering Committee, appointing former commissioner Dave Anderson to the Budget Committee, and approving the agreement with the Metropolitan Council for participation in the 2024 Citizen Assisted Monitoring Program.

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

### 4. CONSENT AGENDA

Commissioner Gwin Lenth noted that the February minutes should be revised to reflect attendance by Alternate Commissioner Leonardson. Administrator Jester indicated she would make that change.

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

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

- Approval of Minutes – February 15, 2024 Commission Meeting
- Acceptance of March Financial Report
- Approval of Payment of Invoices
  - Keystone Waters, LLC – February 2024 Administration
  - Keystone Waters, LLC – February 2024 Administrative Expenses
  - Barr Engineering – February 2024 Engineering Services
  - Triple D Espresso – Meeting Catering
  - City of Plymouth – February Accounting Services
  - Kennedy and Graven – Legal Services
  - Shingle Creek WMC – 2024 West Metro Water Alliance
  - Stantec – WOMP Services
  - Safeguard – Checks for Banking
- Approval of Reimbursement of Channel Maintenance Funds to City of Plymouth
- Approval to Amend Watershed Map Design Contract
- Approval to Appoint Commissioner Hauer to Administrative Services Committee
- Approval of Agreement with the Metropolitan Council for Participation in 2024 Citizen Assisted Monitoring Program
- Approval to Appoint Former Commissioner Anderson to the Budget Committee
- Approval to Appoint Commissioner Pentel to the Plan Steering Committee

Terri Schultz, the new alternate commissioner for Crystal was introduced.

### 5. BUSINESS

#### A. Receive Update on Sochacki Water Quality Improvement Project

Administrator Jester provided some background information and gave an update on the Sochacki Park Water Quality Improvement Project which the Commission officially ordered in September and allocated \$600,000 in CIP funding (approximately 25% of total project costs). She noted that Three Rivers Park District (TRPD) is planning to design and construct the project and had just received \$1.6 million in federal congressional funding. She noted the memo in the meeting packet includes a list of provisions that will be included in the agreement between BCWMC, TRPD, and Robbinsdale. She also noted that Barr Engineering will be hired by TRPD to design the project and she pointed to a scope and budget for that work included with her memo.

It was noted that long-term maintenance of the project will be the responsibility of the partners and that 50% and 90% designs will come to the Commission for approval. When asked, Jami Markle with TRPD noted that some of the



\$1.6M federal funding will be used for other park improvements outside of the water quality improvement project. He noted the exact portion of the federal funds to be used for the water quality improvement project is not yet known but will become clearer after project design. Administrator Jester was directed to collaborate with TRPD on a thank you letter to Representative Ihan Omar.

**B. Review Draft Revised Joint Powers Agreement**

- i. Updated Joint Powers Agreement**
- ii. Existing Joint Powers Agreement with Changes Noted**

Administrator Jester noted that 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. She indicated that as directed, Attorney Anderson made updates to the JPA, including 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. She noted that the existing JPA (with notes on struck content and where provisions could be found in the revised JPA) and the updated JPA were included with meeting materials.

Vice Chair Welch also reiterated some of the key provisions in the JPA and corresponding powers. It was noted the document provides the operating instructions for the cooperation among the nine cities and establishes board and commission controls.

Commission Attorney Anderson walked through the significant provisions of the JPA, some of the updates and reorganization of the document. He noted that aside from giving the Commission the ability to compensate commissioners and alternate commissioners, no other powers or authorities were given to the Commission or taken away.

TAC Member McCoy commented that the new provision allowing for compensation takes away the former authority for cities to compensate their commissioners. Attorney Anderson indicated that the authority (for cities) could be added back into the document to allow the Commission and cities to compensate commissioners. There was a brief discussion on the pros and cons of commissioner compensation.

There was confusion and discussion about eligible voters and the number of votes needed for different matters. Attorney Anderson noted that ordering an improvement project requires a 2/3 majority vote. There was some discussion about the possibility of using a simple majority but at the end of the discussion, commissioners agreed the 2/3 majority should remain for ordering capital projects. Attorney Anderson indicated he would refine the definitions for eligible voters and voting thresholds for more clarity. There was a brief discussion on liability of individual commissioners or alternates. It was noted that that subject does not belong in this document.

Vice Chair Welch pointed out that the Commission is not allowed to own property and asked if that posed an issue for commissioners. It was acknowledged that the Commission would need to continue its current practice of relying on cities or other entities to hold the land and/or acquire easements where projects are implemented.

Commission Attorney Anderson asked if the term of the agreement should again be 10 years or if a longer term is warranted. There was brief discussion about lining up the JPA term with the watershed plan adoption but there was acknowledgment that updating the JPA and developing a watershed plan are both involved and time consuming endeavors that perhaps shouldn't be done simultaneously.

Administrator Jester noted a revised document will be brought to the April commission meeting and she reviewed the timeline for getting the proposed JPA to cities for review, then back to the Commission to hear city feedback, then getting a final version to cities for approval by the end of the year.

[Vice Chair Welch called a 5-minute break.]

**6Gi. Plan Steering Committee Update** (moved from Communications below)

PSC Chair Kennedy reported that the PSC continues to make good progress on developing issue statements and goals although work is behind schedule. He noted the PSC has been discussing options for funding and operating in the future as the group realizes its organizational capacity is limited and likely insufficient for the activities being considered for inclusion in the updated plan. PSC Chair Kennedy noted three potential options for future funding and structure including 1) increasing city assessments; 2) seeking levy authority through special legislation; and 3) converting to a watershed district. He noted there are pros and cons to each.

Vice Chair Welch noted that reasons for contemplating these changes will be clearly articulated in future communications to the Commission, but he wished to begin the conversation now while the plan is under development. He noted that a thorough analysis of the options is being proposed for the first two years of plan implementation but that feedback from commissioners and TAC members would be helpful now.

Commissioners requested written information with a complete review of the issue and options being considered. It was acknowledged that this item may impact the JPA update process. The PSC will continue to discuss the best mechanism and timeline for getting Commission feedback on the issue.

[Agenda items were taken out of order to accommodate the speaker's schedule.]

**D. Receive Presentation on Ĥaĥa Wakpadan Oral History Project**

Crystal Boyd presented an overview of the Haha Wakpadan Oral History Project remotely via Zoom. She noted she was a consultant originally working with Valley Presbyterian Community Church (VPCC) in Golden Valley and is now working under a grant from the Hennepin History Museum. Ms. Boyd shared the history of the Haha Wakpadan project which started with the development of a land acknowledgement statement at VPCC and grew to a project to interview and understand the perspectives of Native people living in the suburbs. She provided a brief history of the Indigenous tribes in Minnesota, reviewed the events associated with the project, and reported the key findings of the project with regards to watersheds: desires for truth telling through land acknowledgement and indigenous place names; cultivating relationships, and considering "land back" projects. Finally, Ms. Boyd proposed actions the BCWMC or individual commissioners could take including learning how to pronounce "Haha Wakpadan," listening to the interview podcasts from the oral history project, connecting with Indigenous people and organizations, adopting a land acknowledgement statement, and using the Dakota creek name.

Commissioners appreciated the information and indicated their desire to continue the discussion and incorporation of Native wisdom and culture in their work.

**E. Consider Adoption of Land and Water Acknowledgement Statement**

Administrator Jester noted that Chair Cesnik and Alternate Commissioner Gould worked together on development of a land and water acknowledgment statement. Alternate Commissioner Gould thanked Crystal Boyd and noted that she is a strong ally and good listener. She reminded commissioners that every step they take is on Indigenous homeland. She noted that an acknowledgement statement is not for the benefit of Native people but as a reminder for the descendants of white settlers and that the statement has no purpose without action, although it's a good first step.

Alternate Commissioner Gould noted that the land and water acknowledgement statement in the meeting materials is a rough draft. She reviewed the different pieces of the statement and their importance and meaning. She said that Indigenous people believe every living being is more important than humans and that Earth itself is a living being. She noted that Indigenous people are not relics of the past but still live here, including in suburbs, and that they still care about the land.

Alternate Commissioner Gould noted she has some edits she would like to make to the statement and could bring another version to a future meeting. Commissioners thanked Alternate Commissioner Gould and indicated they were "still soaking in" the information presented by her and Ms. Boyd. They looked forward to learning more and adopting an acknowledgement statement. Comments should be routed through Administrator Jester.

**C. Consider Funding for Sweeney Lake Eurasian Watermilfoil Survey and Treatment**

Administrator Jester reported that the Commission was officially awarded the Hennepin County AIS Prevention Grant from Hennepin County. She requested approval to use up to \$5,000 in BCWMC AIS/APM funding as a local match to the project and authorization to the chair to execute a grant agreement.

**MOTION: Commissioner Hauer moved to approve use of \$5,000 of BCWMC funds as local match to the grant and authorization for the Commission chair to execute the grant agreement. Commissioner Pentel seconded the motion. Upon a vote the motion carried 8-0 with the City of Plymouth absent from the vote.**

**F. Discuss Study of Creek Co-naming Opportunities**

Due to time constraints, this item was moved to a future meeting.

**6. COMMUNICATIONS**

**A. Administrator’s Report**

- i. Report on MN Association of Watershed Administrators Meeting – Meeting in St. Paul in conjunction with MN Watershed’s Legislative Event. Was a good meeting with good information provided from Commissioner Welch on the chloride limited liability issue.
- ii. New [Interactive Paddling Map](#) – map is posted on the BCWMC website and includes various warnings about obstructions and dangers.
- iii. Watershed Based Implementation Funding Convene Meeting – Meeting is set for April 19<sup>th</sup>; anyone is welcome to attend. Commissioners Cesnik and Hauer previously expressed interest in attending.
- iv. Audit Conflict of Interest Form – Reminder for commissioners to complete the form.

Additionally – commissioners are invited to two upcoming events: groundbreaking for road, water and sewer project in City of Medicine Lake; TRPD’s State of the Parks event at Hyland Park (flyers provided to each commissioner); May 3<sup>rd</sup> AIS Detector’s training at French Regional Park.

**B. Engineer**

- i. Evaluation of Local Flooding on Plymouth’s Behalf – Commission Engineer Chandler noted that Plymouth asked Barr to run the Commission’s hydrologic / hydraulic model for a development project that will come through the Commission’s review process. She noted that because the model results would not be part of the Commission review, there is not a conflict of interest but she wanted to provide the information in full transparency.

**C. Legal Counsel – no report**

**D. Chair – no report**

**E. Commissioners**

- i. Report on MN Watersheds Legislative Event – Commissioner Welch reported that a coalition of stakeholders (including the trial lawyers) recently signed and submitted a letter regarding the chloride limited liability legislation but that the MN Landscapers Association still refuses to support the language in the bill.

**F. TAC Members**

- i. Report on March 7<sup>th</sup> Meeting – TAC Chair Scharenbroich reported that the TAC discussed the 5-year CIP and a proposed hydrologic / hydraulic model update – both of which will come to the commission at a future meeting.
- ii. Appoint Liaison for April 3<sup>rd</sup> Meeting – Alternate Commissioner Kennedy volunteered to be the liaison for the next TAC meeting.

**G. Committees**

- i. Plan Steering Committee – item already covered above
- ii. Education Committee – will meet April 2<sup>nd</sup> to continue working on the watershed map
- iii. Budget Committee – will meet March 22<sup>nd</sup> to discuss 2025 operating budget

**7. INFORMATION 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** - The meeting adjourned at 11:36 a.m.

DRAFT

<b>Bassett Creek Watershed Management Commission</b>					
<b>Statement of Financial Position as of 04/18/2024</b>					
			<b>Capital Improvement Projects</b>	<b>General Fund</b>	<b>TOTAL</b>
<b>ASSETS</b>					
<b>Current Assets</b>					
<b>Checking/Savings</b>					
	·	101 · Checking	-1,497,281.90	2,377,276.34	879,994.44
	·	102 · 4MP Fund Investment	3,501,986.62	288,480.49	3,790,467.11
	·	103 · 4M Fund Investment	3,533,650.36	-145,979.42	3,387,670.94
<b>Total Checking/Savings</b>			<b>5,538,355.08</b>	<b>2,519,777.41</b>	<b>8,058,132.49</b>
<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>			<b>64,202.95</b>	<b>600.41</b>	<b>64,803.36</b>
<b>Other Current Assets</b>					
	·	114 · Prepays	0.00	2,978.75	2,978.75
	·	116 · Undeposited Funds	0.00	1,500.00	1,500.00
<b>Total Other Current Assets</b>			<b>0.00</b>	<b>4,478.75</b>	<b>4,478.75</b>
<b>Total Current Assets</b>			<b>5,602,558.03</b>	<b>2,524,856.57</b>	<b>8,127,414.60</b>
<b>TOTAL ASSETS</b>			<b>5,602,558.03</b>	<b>2,524,856.57</b>	<b>8,127,414.60</b>
<b>LIABILITIES &amp; EQUITY</b>					
<b>Liabilities</b>					
<b>Current Liabilities</b>					
<b>Accounts Payable</b>					
	·	211 · Accounts Payable	22,192.71	81,398.17	103,590.88
<b>Total Accounts Payable</b>			<b>22,192.71</b>	<b>81,398.17</b>	<b>103,590.88</b>
<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>			<b>450,219.55</b>	<b>0.00</b>	<b>450,219.55</b>
<b>Total Current Liabilities</b>			<b>472,412.26</b>	<b>81,398.17</b>	<b>553,810.43</b>
<b>Total Liabilities</b>			<b>472,412.26</b>	<b>81,398.17</b>	<b>553,810.43</b>
<b>Equity</b>					
	·	311 · Nonspendable prepaids	0.00	2,978.75	2,978.75
	·	312 · Restricted for improvements	4,562,582.00	0.00	4,562,582.00
	·	315 · Unassigned Funds	0.00	375,424.57	375,424.57
	·	32000 · Retained Earnings	1,639,476.55	458,540.74	2,098,017.29
<b>Net Income</b>			<b>-36,536.71</b>	<b>571,138.27</b>	<b>534,601.56</b>
<b>Total Equity</b>			<b>6,165,521.84</b>	<b>1,408,082.33</b>	<b>7,573,604.17</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>			<b>6,637,934.10</b>	<b>1,489,480.50</b>	<b>8,127,414.60</b>
<b>UNBALANCED CLASSES</b>			<b>-1,035,376.07</b>	<b>1,035,376.07</b>	<b>0.00</b>

<b>Bassett Creek Watershed Management Commission</b>				
<b>Actual vs Budget Year to Date Comparison - General Fund</b>				
<b>4/18/2024</b>				
<b>Unaudited</b>				
	<b>Annual Budget</b>	<b>April</b>	<b>Year to Date</b>	<b>Budget Balance</b>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
411 · Assessments to Cities	622,500.00	0.00	622,500.00	0.00
412 · Project Review Fees	77,000.00	6,000.00	19,726.13	57,273.87
413 · WOMP Reimbursement	5,000.00	0.00	0.00	5,000.00
414 · State of MN Grants	0.00	0.00	0.00	0.00
415 · Investment earnings	0.00	32,065.53	61,879.97	-61,879.97
416 · TRPD Reimbursement	5,000.00	0.00	0.00	5,000.00
417 · Transfer from LT & CIP	227,840.00	0.00	0.00	227,840.00
418 · Property Taxes	0.00	0.00	0.00	0.00
419 · Insurance Dividend	0.00	0.00	0.00	0.00
<b>Total Income</b>	<b>937,340.00</b>	<b>38,065.53</b>	<b>704,106.10</b>	<b>233,233.90</b>
<b>Expense</b>				
<b>1000 · Engineering</b>				
1010 · Technical Services	145,000.00	13,717.50	28,927.50	116,072.50
1020 · Development/Project Reviews	90,000.00	2,450.00	7,059.00	82,941.00
1030 · Non-fee and Preliminary Reviews	30,000.00	4,508.50	6,251.00	23,749.00
1040 · Commission and TAC Meetings	15,000.00	1,894.00	3,560.00	11,440.00
1050 · Surveys and Studies	15,000.00	0.00	0.00	15,000.00
1060 · Water Quality / Monitoring	186,900.00	7,573.05	22,349.55	164,550.45
1070 · Water Quantity	9,000.00	0.00	1,304.00	7,696.00
1080 · Annual Flood Control Inspection	85,000.00	0.00	0.00	85,000.00
1090 · Municipal Plan Review	2,000.00	0.00	0.00	2,000.00
1100 · Watershed Monitoring Program	26,500.00	1,442.95	3,814.04	22,685.96
1110 · Annual XP-SWMM Model Updates	3,000.00	148.00	148.00	2,852.00
1120 · TMDL Implementation Reporting	0.00	0.00	0.00	0.00
1130 · APM/AIS Work	40,000.00	1,088.00	2,702.50	37,297.50
1140 · Erosion Control Inspections	0.00	0.00	0.00	0.00
1000 · Engineering - Other	0.00	0.00	0.00	0.00
<b>Total 1000 · Engineering</b>	<b>647,400.00</b>	<b>32,822.00</b>	<b>76,115.59</b>	<b>571,284.41</b>
<b>2000 · Plan Development</b>				
2010 · Next Gen Plan Development	47,650.00	5,782.25	13,626.75	34,023.25
2000 · Plan Development - Other	0.00	0.00	0.00	0.00
<b>Total 2000 · Plan Development</b>	<b>47,650.00</b>	<b>5,782.25</b>	<b>13,626.75</b>	<b>34,023.25</b>
<b>3000 · Administration</b>				
3010 · Administrator	78,750.00	7,200.00	12,000.00	66,750.00
3020 · MAWD Dues	7,500.00	0.00	0.00	7,500.00
3030 · Legal	26,520.00	3,170.55	4,997.35	21,522.65
3040 · Financial Management	17,000.00	1,334.00	2,668.00	14,332.00
3050 · Audit, Insurance & Bond	18,700.00	0.00	0.00	18,700.00
3060 · Meeting Catering	2,400.00	195.29	551.81	1,848.19
3070 · Administrative Services	2,570.00	248.83	590.83	1,979.17
3000 · Administration - Other	0.00	0.00	0.00	0.00
<b>Total 3000 · Administration</b>	<b>153,440.00</b>	<b>12,148.67</b>	<b>20,807.99</b>	<b>132,632.01</b>
<b>4000 · Education</b>				
4010 · Publications / Annual Report	1,200.00	194.00	194.00	1,006.00
4020 · Website	1,600.00	0.00	0.00	1,600.00
4030 · Watershed Education Partnership	18,350.00	0.00	14,500.00	3,850.00
4040 · Education and Public Outreach	28,000.00	0.00	120.00	27,880.00
4050 · Public Communications	1,000.00	0.00	0.00	1,000.00
4000 · Education - Other	0.00	0.00	0.00	0.00
<b>Total 4000 · Education</b>	<b>50,150.00</b>	<b>194.00</b>	<b>14,814.00</b>	<b>35,336.00</b>
<b>5000 · Maintenance</b>				
5010 · Channel Maintenance Fund	25,000.00	0.00	0.00	25,000.00
5020 · Flood Control Project Long-Term	35,000.00	0.00	0.00	35,000.00
5000 · Maintenance - Other	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>54,419.42</b>	<b>125,364.33</b>	<b>833,275.67</b>

Bassett Creek Watershed Management Commission						
Actual vs Budget Year to Date Comparison - Construction in Progress						
4/18/2024						
Unaudited						
		Project Budget	April	Year to Date	Inception to Date Expense	Remaining Budget
<b>Ordinary Income/Expense</b>						
Income		0.00	0.00	0.00	0.00	0.00
· BC2,3,8 · DeCola Ponds B&C Improve		0.00	0.00	0.00	0.00	0.00
· BC23810 · Decola Ponds/Wildwood Park		0.00	0.00	0.00	0.00	0.00
· BC5 · Bryn Mawr Meadows		0.00	0.00	0.00	0.00	0.00
· BC7 · Main Stem Dredging Project		0.00	0.00	0.00	0.00	0.00
· BCP2 · Bassett Creek Park & Winnetka		0.00	0.00	0.00	0.00	0.00
· CL3 · Crane Lake Improvement Project		0.00	0.00	0.00	0.00	0.00
· CRM · Main Stem Cedar Lk Rd-Dupont		0.00	0.00	0.00	0.00	0.00
· Fld1 · Flood Control Long Term Maint		0.00	0.00	0.00	0.00	0.00
· Flood1 · Emergency FCP Income		0.00	0.00	0.00	0.00	0.00
· LT1 · Metro Blooms Harrison Nghbr CWF		0.00	0.00	0.00	0.00	0.00
· ML12 · Medley Park Stormwater Treatment		0.00	0.00	0.00	0.00	0.00
· ML21 · Jevne Park Stormwater Mgmt		0.00	0.00	0.00	0.00	0.00
· NL2 · Four Seasons Mall Area		0.00	0.00	0.00	0.00	0.00
· Qual · Channel Maintenance Fund		0.00	0.00	0.00	0.00	0.00
· SL1,3 · Schaper Pond Enhancement		0.00	0.00	0.00	0.00	0.00
· SL8 · Sweeny Lake Water Quality		0.00	0.00	0.00	0.00	0.00
· TW2 · Twin Lake Alum Treatment		0.00	0.00	0.00	0.00	0.00
· WST2 · Westwood Lake Water Quality		0.00	0.00	0.00	0.00	0.00
<b>Total Income</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</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	20,472.21	31,863.71	74,317.58	-74,317.58
· 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	77,749.39	1,222,250.61
· BC-5 · CIP-Bryn Mawr Meadows		1,835,000.00	622.50	839.50	747,311.48	1,087,688.52
· BC-7 · CIP-Main Stem Lagoon Dredging		2,759,000.00	0.00	53.50	1,589,389.34	1,169,610.66
· 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	98,218.61	1,401,781.39
· 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	819.00	1,851.00	236,104.12	248,895.88
· SL-3 · CIP-Schaper Pond		612,000.00	279.00	1,929.00	490,070.96	121,929.04
· SL-8 · CIP-Sweeny 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>22,192.71</b>	<b>36,536.71</b>	<b>7,123,938.07</b>	<b>9,532,592.93</b>





**COOPERATIVE WATER RESOURCES MANAGEMENT PROJECT  
JOINT POWERS AGREEMENT  
BETWEEN  
Three Rivers Park District  
AND  
Bassett Creek Watershed Management Commission**

1. PARTIES

Bassett Creek Watershed Management Commission (hereinafter referred to as “the Commission”) and the Three Rivers Park District (hereinafter referred to as “the Park District”), both being governmental units of the State of Minnesota, and acting through their respective governing bodies, hereby enter into this Joint Powers Agreement (“Agreement”). The Commission and the Park District from time to time may be referred to hereinafter as “the parties.”

2. PURPOSE

The Park District and the Commission recognize that intergovernmental cooperation in preventing degradation of aquatic resources, assessing the quality of Medicine Lake in the Bassett Creek Watershed, preventing the spread of aquatic invasive species (AIS), and implementing the Medicine Lake TMDL plan and Medicine Lake Vegetation Management Plan is in the mutual interest of the citizens of Hennepin County and the metropolitan area. The parties enter into this Agreement to facilitate the improvement of Medicine Lake water quality and to assess the quality of the lake as implementation proceeds.

3. AUTHORITY

The parties enter into this Agreement pursuant to Minn. Stat. § 471.59, regarding joint exercise of powers which allows two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. This Agreement provides for the cooperative undertaking of a project and does not involve the creation of a joint board.

4. DUTIES OF THE PARK DISTRICT

In recognition of the staff resources and capabilities of the Park District, the Park District will be responsible for all of the following:

- a. Coordinating the development and implementation of a CLP control strategy for Medicine Lake, as per the approved Medicine Lake TMDL implementation plan and the Medicine Lake Vegetation Management Plan.

- b. Completion of an early season assessment to determine herbicide treatment areas for control of curly-leaf pondweed (“CLP”) in Medicine Lake with GPS coordinates of areas in need of treatment.
- c. Completion of spring and fall littoral zone aquatic plant surveys to monitor native macrophyte response to the CLP control program in Medicine Lake.
- d. Completion of annual water quality monitoring to determine the effectiveness of the CLP control program in reducing phosphorus loading to the lake.
- e. Participation in a project advisory capacity to guide the project implementation and review project results.
- f. Securing and entering into a contract with a licensed contractor to perform the CLP herbicide treatment and adhering to performance criteria that ensures that all work meets the requirements of the Minnesota Department of Natural Resources (“DNR”) approved permit for control of CLP in Medicine Lake.
- g. Hiring, training, and employing Level I and Level II AIS inspectors to operate the AIS decontamination unit at the French Regional Park boat launch.

#### 5. DUTIES OF THE COMMISSION

In recognition of the staff resources and capabilities of the Commission, the Commission will be responsible for all of the following:

- a. Coordinating the permitting process with the DNR for performing an herbicide treatment to control CLP in Medicine Lake.
- b. Ensuring compliance with monitoring and evaluation requirements outlined in DNR’s approved permit for controlling CLP.
- c. Coordinating communications with all affected parties regarding the treatment and securing funding from the parties to this Agreement.
- d. Reimbursing the Park District for 83% (which is estimated to be \$32,600) of the cost of the CLP treatment contractor as contemplated in section 4(e) above. Reimbursement for the treatment shall not exceed \$35,000 and shall be made by the Commission following an invoice submitted by the Park District, and if approved shall thereafter be paid by the Commission within 45 days.
- e. Providing an additional \$5,000 to the Park District to augment the AIS inspection program at the French Regional Park boat launch.

6. AMENDMENT

Any amendment to this Agreement must be in writing and approved by the Commission and the Park District. The parties shall have full power to amend this Agreement to add or delete items from the scope of this Agreement upon such terms as are agreed to between the parties.

7. LIABILITY

Each party to this Agreement shall be responsible for maintaining its own insurances and shall be responsible for its own acts and omissions. Neither party is agreeing to be responsible for the acts of the other under this Agreement. This Agreement provides for the undertaking of a cooperative activity and the parties shall be deemed a single governmental unit for the purposes of liability as provided in Minn. Stat. § 471.59, subd. 1(a). Nothing herein shall be interpreted as waiving any exception from or limitation on liability available to either party under Minn. Stat., Chap. 466 or other law.

8. TERMINATION

This Agreement will terminate at the end of the 2024 boat launch inspection season, estimated to be Monday September 2, 2024. Notwithstanding, either party may terminate this Agreement for any reason by providing 90 days written notice to the other party. In the event of termination, the Commission will pay pro rata for that portion of the CLP treatment completed in accordance with Sections 4 and 5.

IN WITNESS WHEREOF, the parties have caused this joint powers agreement to be executed and it shall be effective as of the date of signature of the last party to the Agreement.

**Basset Creek Watershed Management  
Commission**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

**Three Rivers Park District**

Dated: 4/10/2024

\_\_\_\_\_  
Director of Natural Resources



# Bassett Creek Watershed Management Commission



## 2023 Annual Report

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



April 2024

# Bassett Creek Watershed Management Commission 2023 Annual Report

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Cover photo: Great blue heron surrounded by pickerel weed in wetland adjacent to Wirth Lake.  
Credit: Laura Jester -

# Bassett Creek Watershed Management Commission

Executive Summary: 2023 Annual Report



## 2023 Activities & Achievements

In 2023, the BCWMC continued its work toward fulfilling its mission:  
*Stewardship of Water Resources to Protect and Enhance Our Communities.*

### Flood Control & Water Quality Improvements for DeCola Ponds and Bassett Creek

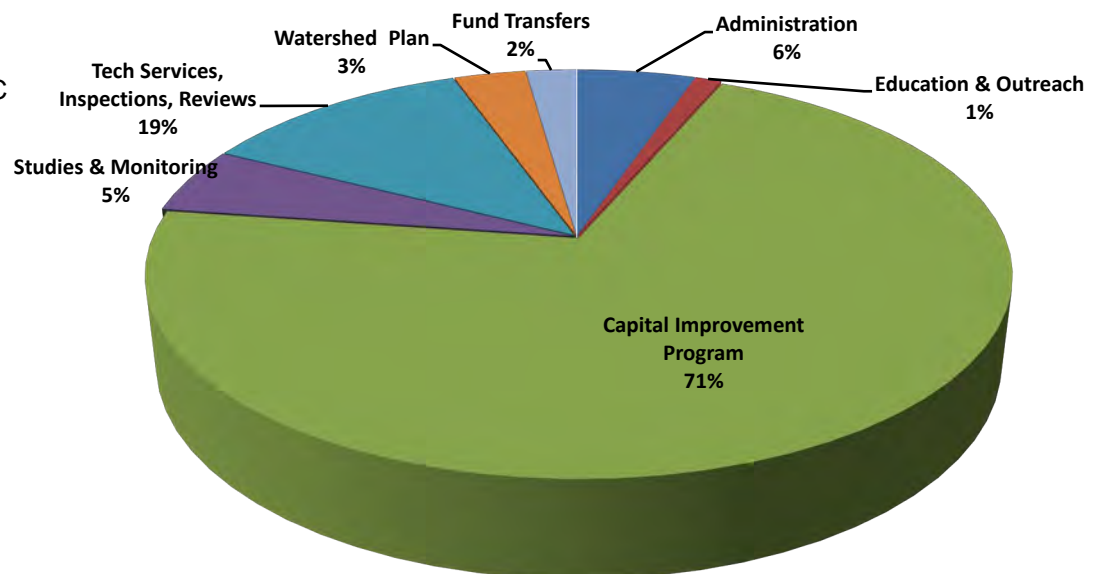
Each year, the BCWMC implements one or more major capital improvement program (CIP) projects to protect or improve water resources. In 2023, the [SEA School-Wildwood Park Flood Reduction Project](#) was constructed in Golden Valley. This project is working in conjunction with previously constructed projects around the DeCola Ponds to help lower flood elevations and improve water quality downstream in Bassett Creek. The project reduces the flood risk around DeCola Ponds D, E, and F by creating additional flood storage thereby removing 13 homes on DeCola Ponds D, E, and F from the 100-year flood level. Additional benefits of the project include water quality improvements and creation of 2.3 acres of wetland and prairie habitats. An intermittent stream (see photo) was built to convey flows during rain events and to add interesting aesthetics. The project also provides outdoor education opportunities for the adjacent School of Engineering and Arts and improves habitat for pollinators and wildlife. Vegetation around the site for planted and seeded in fall 2023 and will become established in 2024. Project funding came from the BCWMC CIP fund, a DNR grant to the City of Golden Valley, and city funding.



### Budget

In FY 2023, the BCWMC spent approximately \$783,300 on activities and programs and \$1.9 million on capital projects. BCWMC income included \$617,430 from member cities, about \$18,000 in grants and reimbursements, and over \$79,000 in development review fees. Another \$2.2 million was collected through a Hennepin County tax levy on watershed residents for the capital projects. For an itemization or more information on the BCWMC's 2023 expenditures, see the 2023 Operating Budget in Appendix A or the financial audit online.

2023 BCWMC Expenses



## 2023 Highlights

*The Bassett Creek Watershed Management Commission (BCWMC) is governed by a board composed of representatives from each of the nine member cities: Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, St. Louis Park and Robbinsdale. Representatives are appointed by their cities and serve three-year terms.*

### Watershed Plan Development and Public Open House

Throughout 2023, the BCWMC continued to develop its next 10-year watershed management plan. In February, the Commission held a public open house with 56 people attending including 34 residents and other stakeholders. The Commission approved a list of [prioritized issues](#) in August and began developing desired future conditions and 10-year goals to address each issue. Plan development will continue throughout 2024. All planning documents are available online at [www.bassettcreekwmo.org/document/2025-plan-update](http://www.bassettcreekwmo.org/document/2025-plan-update).

### Construction Wraps Up in Bryn Mawr Meadows Park & Lagoon Dredging in Theodore Wirth Park

In 2023, construction was completed on the [Bryn Mawr Meadows Water Quality Improvement Project](#) in Minneapolis. The project was built in partnership with the Minneapolis Park and Rec Board and the City of Minneapolis in conjunction with the Park Board's redevelopment of the park. The BCWMC project includes diverting runoff from a 45-acre residential area to the west into new stormwater ponds within the park for a total phosphorus reduction of 30 pounds per year. A Clean Water Fund grant partially funded the BCWMC project.



Also in 2023, the BCWMC completed the [Main Stem Lagoon Dredging Project](#) in Theodore Wirth Park. The project removed 25,650 cubic yards of contaminated sediment from three lagoons that are part of the creek. The lagoons were built in the 1930's by the Civilian Conservation Corps and have been accumulating sediment over the past 90 years. Although the project was designed to remove even more sediment, the resulting pollution control is still impressive with 390 pounds



of total phosphorus per year being removed from the creek and downstream resources like the Mississippi River. A Clean Water Fund grant from the MN Board of Water & Soil Resources and a Hennepin Co. Opportunity Grant partially funded this project.

### Parkers Lake Chloride Reduction Project Highlights the Issue of Over Salting

The overuse of winter deicers is a well-documented problem across the Metro area. Chloride (salt) has harmful impacts on infrastructure, vegetation, soils, and of course, water. It only takes one teaspoon of salt to pollute 5-gallons of water such that it can no longer support freshwater aquatic life. And that pollution is essentially permanent as there is no easy or affordable way to remove chloride from water. As a test to that claim of permanency, the BCWMC [studied mechanisms](#) to remove chloride from Parkers Lake in the city of Plymouth. Parkers Lake is considered impaired due to high chloride concentrations (meaning the lake does not meet State water quality standards).

The study focused on the viability of pumping chloride-laden water from the bottom of the lake and using ion exchange or reverse osmosis to remove chloride ions before returning the cleaned water back to the lake. While its feasible to remove chloride, the high capital and operation cost, intense maintenance needs, and large scale of the operation makes it infeasible for a lake. However, the BCWMC may explore these mechanisms for treating water in stormwater ponds before they discharge to a downstream waterbody.





## Memorandum

**To:** Bassett Creek Watershed Management Commission (BCWMC)  
**From:** Barr Engineering Co. (Barr) (Jim Herbert, PE; Gabby Campagnola)  
**Subject:** Item 4F: Plymouth Boulevard Rehabilitation Project – Golden Valley, MN  
BCWMC April 18, 2024 Meeting Agenda  
**Date:** April 11, 2024  
**Project:** 23270051 1020 2403

### 4F Plymouth Boulevard Rehabilitation Project – Plymouth, MN BCWMC 2024-03

#### Summary:

**Proposed Work:** Converting a four-lane divided roadway with stop control intersections to a two-lane divided roadway with roundabouts

**Project Proposer:** City of Plymouth

**Project Schedule:** 2024 construction

**Basis for Review at Commission Meeting:** Linear project with more than five acres of disturbance; work in the floodplain

**Impervious Surface Area:** Decrease approximately 2.29 acres

**Recommendation for Commission Action:** Conditional approval

#### General Project Information

The proposed linear project is along Plymouth Boulevard from Highway 55 to Rockford Road within the Plymouth Creek subwatershed. The proposed linear project includes construction of roundabouts to control traffic, and accompanying drainage, surfacing, lighting, and ADA improvements, resulting in 20.89 acres of grading (disturbance). The proposed linear project creates 9.49 acres of new fully reconstructed impervious surfaces and a decrease of 2.29 acres of impervious surfaces.

The initial submittal was received on March 12, 2024. The BCWMC engineer reviewed the submittal and provided comments to the City on March 20, 2024. Revised plans were submitted on April 9, 2024.

#### Floodplain

The proposed project includes work in the BCWMC (Plymouth Creek) 100-year floodplain. The BCWMC 1% annual-chance (100-year) floodplain elevation of Plymouth Creek east of the pond near the Plymouth Ice Center is 954.8 feet NAVD88. The January 2023 BCWMC Requirements for Improvements and Development Proposals (Requirements) document states that projects within the floodplain must maintain no net loss in floodplain storage and no increase in flood level at any point along the trunk system (managed to at least a precision of 0.00 feet). The proposed project will include installation of 5 cubic yards of riprap fill in the floodplain, and excavation of 5 cubic yards of material in the floodplain, resulting in no change in floodplain storage.

## **Wetlands**

The City of Plymouth is the local government unit (LGU) responsible for administering the Wetland Conservation Act; therefore, BCWMC wetland review is not required. A wetland delineation was conducted by the City in October 2023 and no wetlands were identified within the project area. According to the City's consultant, one stormwater outlet (FES 7016) is proposed to discharge into a wetland area, and another stormwater outlet (FES 7015) is proposed to discharge into Plymouth Creek, but are not impacting any wetlands.

## **Rate Control**

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

## **Water Quality**

The proposed linear project does not create one or more acres of net new impervious surfaces; therefore, BCWMC water quality review is not required. However, the proposed linear project includes two filtration basins (not reviewed by BCWMC engineer) and a reduction of impervious surfaces.

## **Erosion and Sediment Control**

The proposed linear project results in one or more acres of land disturbance; therefore, the proposed project must meet the BCWMC erosion and sediment control requirements. Proposed temporary erosion and sediment control features include rock construction entrances, sediment control logs, and storm drain inlet protection. Permanent erosion and sediment control features include stabilization with seeding.

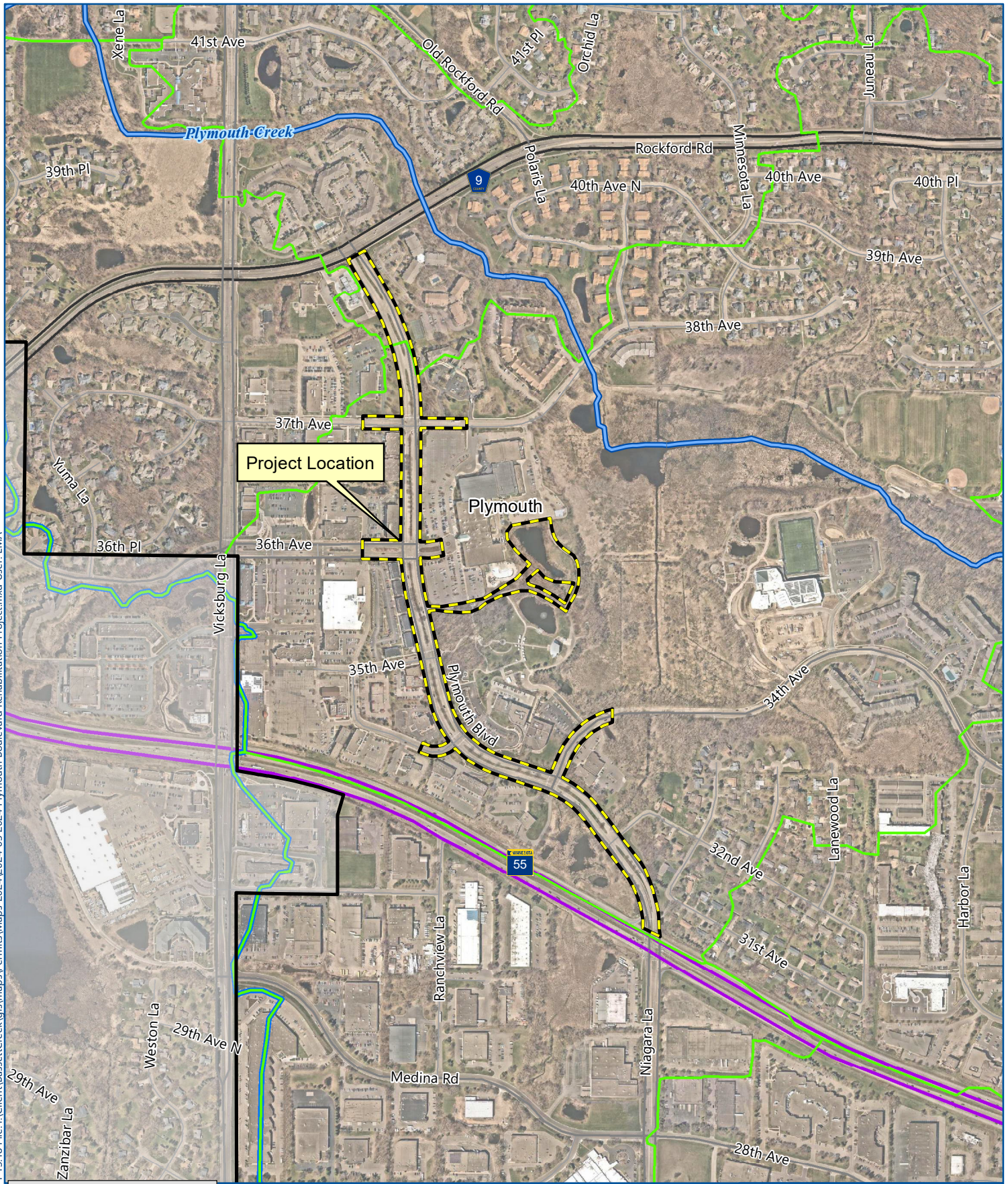
## **Recommendation for Commission Action**

Conditional approval based on the following comments:

1. According to the applicant's April 9, 2024 memo, the contractor will remove 5 cubic yards of material from the floodplain during the flared end installation to mitigate the 5 cubic yards of riprap placed in the floodplain. A note must be added to Sheet 281 to clarify removal of an equal amount of material between the normal water level of the wetland (948.0 feet NAVD88) and the 100-year floodplain of Plymouth Creek (954.8 feet NAVD88).
2. The following outlets discharge above the normal water level (NWL) of the receiving water body: 7021 (Sheet 267), 5101 (Sheet 268), and 7016 (Sheet 281). As feasible, the pipes should be extended such that invert elevation of the outfalls discharge at or below the NWL of the receiving water body to provide energy dissipation. As an alternative, adequate armoring must be provided to prevent erosion and channelization between the outfall and receiving water body. The NWL of the receiving water body must be labeled on the plans. Below are specific comments related to the outfalls.
  - a. The applicant notes outfalls 7021 and 5101 will maintain existing downstream elevation conditions. The applicant must demonstrate that erosion and scour is not occurring under existing conditions if implementing the above recommendations is not feasible.
  - b. Outfall 7016 has a note that the riprap at the flared end will be extended to the normal water level (NWL) of the receiving waterbody. Although it is recommended the City





consider extending the pipe, the plans must be modified to show the proposed riprap extension since the distance to the NWL is unclear and the drop between the outfall and NWL exceeds 5 ft. The proposed riprap channel extension occurs in the floodplain, therefore floodplain cut and fill impacts must be analyzed, reported, and noted on the drawings, as necessary (similar to the description in comment 1).

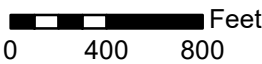
3. The following outlets appear to have velocities that exceed 8 feet-per-second when the pipe is flowing full. Flatter slopes, drop structures, or other energy dissipation methods must be used to provide an average outlet velocity of no more than 4 feet -per-second, or 8 feet-per-second if riprap is used, to limit potential erosion.
  - a. 5101 has an outlet velocity (full flow) exceeding 9 feet-per-second.
  - b. 5069 has an outlet velocity (full flow) exceeding 14 feet-per-second.
4. Sheet 281: Skimming should be incorporated into the outlet of the pond (7019) to prevent floatables from passing downstream. One option includes extending the pipe and lowering the invert of outfall 7019 to 953 ft. to create at least 1 foot of freeboard above the top of the pipe to minimize the chance of vortexing.



Project Location

Plymouth

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



BCWMC 2024-03  
2024 PLYMOUTH  
BOULEVARD  
REHABILITATION PROJECT  
Plymouth, MN

LOCATION MAP

**COOPERATIVE AGREEMENT**  
(Sochacki Park Water Quality Improvement Project BC-14)

This Cooperative Agreement (“**Agreement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (“**Commission**”), the Three Rivers Park District, a body corporate and politic and a political subdivision of the State of Minnesota (“**Park District**”), and the City of Robbinsdale, a Minnesota municipal corporation (“**City**”). The Commission, the Park District, and the City may hereinafter be referred to individually as a “party” or collectively as the “parties.”

**RECITALS**

- A. The Commission adopted the Bassett Creek Watershed Management Commission Watershed Management Plan on September 17, 2015 (“**Plan**”), a watershed management plan within the meaning of Minnesota Statutes, section 103B.231.
- B. The Plan includes a capital improvement program (CIP) that lists a number of capital improvements including the Sochacki Park Water Quality Improvement Project BC-14 (“**Project**”). The Project is located in the cities of Robbinsdale and Golden Valley and primarily within Sochacki Park, which is owned by the City and operated by the Park District in cooperation with the two cities under a joint powers agreement. The portion of the Project not located in Sochacki Park is located in South Halifax Park, which is owned and operated by the City.
- C. The Project will be designed and constructed by the Park District as described in the feasibility report prepared by Barr Engineering Co. entitled *Sochacki Park Water Quality Improvement Project Feasibility Study*, dated September 2023 (“**Feasibility Report**”), which is fully incorporated herein by reference. More specifically, the Project will consist of all work identified in Table 7-1 of the Feasibility Report except for the alum treatment of Grimes, North and South Rice Ponds.
- D. The estimated planning level opinion of cost of the Project, including design, permitting, and construction, is \$1,903,000.
- E. The Plan specifies that the Project will be partially funded by the Commission in an amount not to exceed \$600,000.
- F. On September 21, 2023, the Commission adopted a resolution ordering the Project and directing that it be constructed by the Park District.
- G. In accordance with the Plan, the first half of the Commission’s Project costs (\$300,000) were certified to Hennepin County for levy throughout the watershed in 2023 for collection and settlement in 2024, and the Commission intends to certify the second half of its Project costs (\$300,000) to Hennepin County for levy throughout the watershed in 2024 for collection and settlement in 2025, all pursuant to Minnesota Statutes, section 103B.251.

- H. The Park District is willing to construct the Project in accordance with the terms and conditions hereinafter set forth, and the Commission is willing to reimburse the Park District for such construction in accordance with the terms and condition hereinafter set forth.

### AGREEMENT

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

1. Project. The Project will consist of the following work and improvements, which are described more specifically in the Feasibility Report: completing a phase II environmental site assessment, revegetating and controlling upland soil erosion; street sweeping in untreated subwatersheds; clearing inlet/outlet debris, removing sediment deltas, and stabilizing erosion; conducting pond water level drawdowns; dredging and expanding existing SR-4 pond and stabilizing outlet channel; constructing a permeable filtration system at GR-6, constructing a stormwater pond at NR-1, and constructing a stormwater pond at SR-3. The Project will not include alum treatment of the ponds referenced in the Feasibility Study.
2. Condition of Commission Funding. A condition precedent of the Commission's obligations under this Agreement is that the Park District receives or commits funding from other sources as needed to fully fund all elements contained within the above-described Project scope, including all costs not being reimbursed by the Commission under this Agreement. The Park District shall provide such documentation to the Commission as may reasonably be deemed necessary to demonstrate that such additional funding has been secured before the Commission will take any actions in furtherance of this Agreement or make any reimbursement payments.
3. Design and Plans. The Park District will design the Project and prepare all necessary plans and specifications for construction of the Project. The 50% and 90% plans and specifications shall be submitted to the Commission for its review and formal approval in accordance with the Commission's CIP project review process. Once approved by the Commission, any changes to the 90% plans and specifications must be submitted to the Commission for subsequent review and approval. However, minor change orders may be approved by the Park District without requiring additional approvals by the Commission. For purposes of this paragraph, "minor change orders" shall mean those changes to the Commission-approved plans that do not materially change either the effectiveness of the Project to meet its intended purposes, the aesthetics, form, or function of the Project, or the environmental impacts of the Project. For the avoidance of doubt, any changes to the Commission-approved 90% plans and specifications that are not considered minor changes require Commission review and approval.
4. Contract Administration. The Park District will advertise for bids and award contracts in accordance with all requirements of applicable law. The Park District will award the contract and supervise and administer the construction of the Project to ensure that it is completed in accordance with the Commission-approved plans and specifications. The contract may only be awarded to a responsible contractor in accordance with Minnesota Statutes, section 16C.285 and

the Park District will require the contractor to provide all payment and performance bonds required under law. The Park District will further require the contractor to name the Commission as an additional insured on all liability policies required by the Park District and the Commission shall be given the same notification of cancellation or non-renewal as is given to the Park District. The Park District will also require the contractor to defend, indemnify, protect and hold harmless the Commission and its agents, officers, and employees, from all claims or actions arising from negligent acts, errors or omissions of the contractor. The Park District will supervise the work of the contractor throughout construction, provided, however, that the Commission may observe and review the work of the Project until it is completed. The Park District will pay the contractor and all other expenses related to the construction of the Project and keep and maintain complete records of all costs incurred. The Park District will also display a sign at the construction site stating that the Project is paid for in part by the taxpayers of the Bassett Creek Watershed.

5. Commission Reimbursement. The Commission will use its best efforts to secure payment from the County in accordance with Minnesota Statutes, section 103B.251 in the amount of Three Hundred Thousand Dollars (\$300,000) by tax levy in 2023 for collection in 2024 and another Three Hundred Thousand Dollars (\$300,000) by tax levy in 2024 for collection in 2025. The total reimbursement paid by the Commission to the Park District for the Project may not exceed the total amount levied and collected in such years, anticipated to be Six Hundred Thousand Dollars (\$600,000), less out-of-pocket expenses incurred and paid by the Commission related to the Project. Such out-of-pocket expenses include, but are not limited to, Commission costs for publication of notices, securing County tax levy dollars, preparation of contracts, review of engineering design, review of proposed contract documents, grant application development, grant administration, administration of this contract, and up to a 2.5% administrative charge shall be repaid from the amount of tax settlement received by the Commission from Hennepin County. All such levied funds in excess of the Commission's out-of-pocket expenses are available for reimbursement to the Park District for costs incurred by the Park District in the design and construction of the Project. Reimbursement to the Park District will be made as soon as funds are available, provided that (i) a request for payment has been received from the Park District that contains such detailed information as may be requested by the Commission to substantiate costs and expenses; and (ii) all other conditions contained in this Agreement are duly satisfied by the Park District. The Park District shall complete and submit with its final reimbursement request to the Commission a final report on the Project using the Commission's final reporting form and providing such other information as may be requested by the Commission.
6. Limits on Reimbursement. For the avoidance of doubt, reimbursement to the Park District will not exceed the amount specified in section 5 above, i.e. the total tax levy amount received from the County for the Project, less any amounts retained by the Commission for its out-of-pocket expenses. Reimbursement will not be increased by grants or other revenues received by the Commission for the Project. Reimbursement will not exceed the costs and expenses incurred by the Park District for the Project, less any amounts the Park District receives for the Project as grants or contributions from other sources. All costs of the Project incurred by the Park District in excess of such reimbursement shall be borne by the Park District or secured by the Park District from other sources.

7. Audit. All Park District books, records, documents, and accounting procedures related to the Project are subject to examination by the Commission and either the State Auditor or the Legislative Auditor for at least six years after completion of the Project.
8. Environmental Review and Remediation. The Park District will perform all necessary investigations of site contamination and secure all necessary local, state, or federal permits required for the construction of the Project and will not proceed with the Project until any required environmental review and remediation of site contamination is completed or a plan for remediation is approved by appropriate regulatory agencies.
9. Ongoing Maintenance. Upon completion of the Project, the Park District and the City will be jointly and severally responsible for all ongoing maintenance of Project-related improvements and BMPs to the extent required to sustain proper functioning for their useful life. It is contemplated that final maintenance obligations will be memorialized via separate agreement between the Park District and the City, and nothing herein precludes the Park District and the City from delegating such maintenance duties in any manner they deem mutually acceptable.
10. Data Practices. The Park District shall retain and make available data related to the award of contracts and construction of the Project in accordance with the Minnesota Government Data Practices Act.
11. Indemnification. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties and the results thereof. Furthermore, each party shall indemnify, defend and hold harmless the other parties against all claims, losses, damage, liability, suits, judgments, costs and expenses, including reasonable attorneys' fees, resulting from the alleged negligent actions or inactions of the indemnifying party, its officers, employees, or agents. Any party seeking to be indemnified, defended, and held harmless as required herein shall provide timely notice to the indemnifying party when a claim is brought. The party undertaking the defense shall retain all rights and defenses available to the party or parties indemnified and no immunities are hereby waived that are otherwise available to the parties under law. Nothing in this Agreement shall constitute or be construed as a waiver of any exemptions or limitations on liability available to the parties under Minnesota Statutes, chapter 466 or any other law.
12. Term. This Agreement shall be in effect as of the date first written above and shall terminate once the Project is completed and the Commission has completed its reimbursement payments to the Park District as provided herein. Notwithstanding the foregoing, the ongoing maintenance obligations contained in section 9 and the indemnification provisions contained in section 11 shall survive termination.
13. Entire Agreement. The above recitals and the exhibits attached hereto are incorporated in and made part of this Agreement. This Agreement contains the entire understanding between the parties regarding this matter and no amendments or other modifications of its terms are valid unless reduced to writing and signed by both parties.



14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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

**BASSETT CREEK WATERSHED  
MANAGEMENT COMMISSION**

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

And by: \_\_\_\_\_  
Its Secretary

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

**THREE RIVERS PARK DISTRICT**

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

And by: \_\_\_\_\_  
Its Superintendent/Secretary

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

**CITY OF ROBBINSDALE**

By: \_\_\_\_\_  
Its Mayor

And by: \_\_\_\_\_  
Its City Manager

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





## Bassett Creek Watershed Management Commission

### MEMO

To: BCWMC Commissioners and Alternate Commissioners  
From: Administrator Jester  
Date: April 11, 2024

#### **RE: Joint Powers Agreement Update**

The first version of the updated BCWMC Joint Powers Agreement (JPA) was reviewed and discussed at last month's meeting. Commission Attorney Anderson made the following revisions which are shown in the "tracked changes" version of the document in Item 5Bi. The term of the JPA is left blank and is up for discussion at this meeting. In March, commissioners discussed 10, 12 and 20-year terms but nothing was decided.

1. Added a definition for the term "Voting Commissioner," which is helpful for clarifying voting requirements throughout. Also updated the various provisions throughout the JPA that reference voting so they now use the term Voting Commissioner.
2. Removed reference in section 3.2(f) to Commissioners appointed for indefinite terms since all Commissioners (and Alternate Commissioners) serve three year terms. In other words, that provision is unnecessary.
3. Retained the ability for Members (cities) to pay their respective Commissioners and Alternate Commissioners, regardless of whether they are compensated by the Commission.
4. Supplemented some of the express powers in section 4.1(a) per Commissioner Welch's recommendations. These changes are clarifying in nature and not substantive.
5. Clarified that in situations where a two-thirds vote is required (for decisions related to capital projects), that approval must be by two-thirds of Voting Commissioners, i.e. two-thirds of those present at the meeting with voting rights.
6. Made some stylistic changes, including some minor grammatical corrections and replacement of the word "shall" throughout. The term "shall" is somewhat antiquated and the JPA is easier to interpret when words like "will" or "must" are used instead.
7. At Commissioner Welch's suggestion, added language to authorize the administrator to disburse Commission funds without two signatures. This ability, when expressly authorized, may streamline work in situations where the Commission authorizes payment but doesn't have the ability to quickly collect requisite signatures.

**Recommendation:** Staff recommends approval of the proposed JPA document as presented in Item 5Bii (with all tracked changes accepted) and directing me to distribute to member cities for their review with comments due June 10<sup>th</sup>.



**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~~will 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~~neighbors' 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~~will 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~~will 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~~Member, 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) Voting Commissioner. A Commissioner or Alternate Commissioner present during a Board meeting with voting rights. Pursuant to section 3.2(b) below, an Alternate Commissioner only has voting rights in the event of absence or disability of their respective Commissioner. Each Voting Commissioner has one (1) vote on the Board.
- (e) ~~(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~~will 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~~will 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~~consists of representatives appointed by the nine Members in accordance with this section. More specifically, each Member to this Agreement ~~shall~~must appoint one Commissioner and one Alternate Commissioner to the Board. Each Member’s governing body ~~shall~~will 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~~ A Member's Alternate Commissioner ~~is authorized to attend all meetings but~~ may only vote ~~at a Board meeting in the~~ on a matter before the Commission in the event of either absence or disability of the appointing Member's ~~respective~~ Commissioner (in either event, the Alternate Commissioner is considered a Voting Commissioner). If the absent ~~or disabled~~ Commissioner is also an officer of the Board, the Alternate Commissioner ~~shall~~ will 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~~ will 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~~ will serve three-year terms, and said terms ~~shall~~ will 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~~ will expire on February 1, 2025.
  - (2) The terms of the existing representatives appointed by the cities of Plymouth, Robbinsdale, and St. Louis Park ~~shall~~ will expire on February 1, 2026.
  - (3) The terms of the existing representatives appointed by the cities of Crystal, Golden Valley, and Medicine Lake ~~shall~~ will expire on February 1, 2027.
- (d) Notices. A Member ~~shall~~ will 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~~ will notify BWSR of appointments and vacancies within 30 days after receiving notice from the Member. Members ~~shall~~ must fill all vacancies within 90 days after the vacancy occurs.
- (e) Vacancies. A Member ~~shall~~ will 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~~ will 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~~ will promptly notify the Commission of the appointment in writing. The appointed person ~~shall~~ will 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~~ Commissioner if the ~~person~~ Commissioner is not reelected. The governing body of any Member may remove its Alternate Commissioner with or without cause. The Member ~~shall~~ will 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~~ will notify BWSR of the vacancy within 30 days of receiving such notice. The Member ~~shall~~ must 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~~ will be suspended if the appointing Member is more than 60 days delinquent in making any payments due to the Commission as ~~required~~ in provided by this Agreement. The voting authority ~~shall~~ will 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. Nothing in this section 3.3 prevents a Member from providing compensation for its Commissioner or Alternate Commissioner for serving on the Board, if such compensation is authorized by such Member's governmental unit and by law.

3.4 Board Officers; Duties. At its first regular meeting on or after February 1 of each year, the Board ~~shall~~ will elect from its Commissioners a Chair, Vice Chair, Secretary, and Treasurer. All such officers ~~shall~~ will 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~~ will be filled from the Commissioner membership by Board selection for the remainder of the unexpired term of such office. The officers ~~shall~~ will have the duties provided in the Commission bylaws.

3.5 Quorum. A majority of ~~Commissioners or Alternate~~ Voting Commissioners from the nine Member cities, i.e. representation of five Members, ~~shall constitute~~ constitutes 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 than one Member~~ has either a Board vacancy (both Commission and Alternate Commissioner) or ~~has~~ its voting rights suspended, as provided herein, the number of Voting Commissioners required for a quorum ~~shall be temporarily~~ will be reduced until the vacancy is filled or suspension lifted, as the case may be.

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

- (a) Regular Meetings. The Board ~~shall~~will develop a schedule of its regular meetings. The Board ~~shall~~will post the schedule on the Commission's website and provide a copy to each Member. The Secretary ~~shall~~will 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~~will 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~~will 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~~will constitute the annual organizational meeting of the Commission.
- (d) Rules of Procedure. The Board ~~shall~~will 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 Voting 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, except that~~ statutory requirements ~~are not waivable~~ may not be waived and voting authority provided hereunder may not be abrogated.

## 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~~facilities, 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~~will prepare, adopt, and implement a watershed management plan and capital improvement program that ~~satisfies~~fulfills 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 protection and improvement ~~and development~~ of waters in the Watershed and mitigation of flood risk.
- (5) It ~~shall~~will 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~~will regulate, conserve, and control the use and management 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. The Commission shall be liable for actual damages resulting therefrom but every person who claims damages shall serve the chair or secretary of the Board with a notice of claim as required by Minn. Stat. § 466.05.
- (13) It ~~shall~~will 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 will~~ be only upon a favorable vote of a majority of ~~the eligible votes of the then-existing~~ Voting 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 will~~ 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 will~~ transmit a copy of the annual audit to ~~each Member upon~~ BWSR and, on request, a Member. Its books, reports, and records ~~shall will~~ be available for and open to inspection by the Members at all reasonable times.
- (19) It ~~shall will~~ 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 will~~ 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~~will establish a procedure for establishing citizen or technical advisory committees and to provide other means for public participation.
- (b) Powers Reserved. The Board ~~shall~~does 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~~does not have the power of eminent domain. Any easements or other interests in land necessary for any Board-ordered project ~~shall~~will be acquired as provided below.
- (2) Real Property. The Commission ~~shall~~may not own any interest in real property. All such interests, if necessary for any Board-ordered project, ~~shall~~will 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~~does not have the power to issue certificates, warrants or bonds.
- (4) Special Assessments. The Commission ~~shall~~does 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~~will be levied by the Member wherein said lands are located and in accordance with Minnesota Statutes, chapter 429. The Commission ~~shall~~does, 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~~will 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~~will 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~~requires a favorable vote by two-thirds of ~~all eligible votes of~~

~~then existing~~ Voting 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~~ has 30 days after the Commission resolution ordering the same to appeal said determination. Said appeal ~~shall~~ must be in writing and ~~shall be addressed~~ directed to the Board asking for arbitration. The determination of the Member's appeal ~~shall~~ will be referred to a Board of Arbitration. The Board of Arbitration ~~shall~~ will consist of three persons; one to be appointed by the Commission's ~~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~~ will 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~~ must not be a resident of any Member city and if appointed by the Chief Judge said person ~~shall~~ must 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~~ will be divided equally between the Commission and the appealing Member. Arbitration ~~shall~~ will 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~~ Projects Implemented by Members and Others. For any project that will be constructed by one or more Members on behalf of the Commission and reimbursed in whole or part by the Commission, to the extent authorized by the Commission, the Member(s) responsible for implementing the project ~~shall and the Commission will~~ 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~~ Commission may also implement a project ~~that may be constructed by any other entity,~~ with a non-Member public or private entity in the same manner, 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~~ requires a favorable vote by two-thirds of ~~all eligible votes of then existing~~ Voting 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~~will 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~~must comply with the requirements of laws applicable to contracts let by the respective party making such contract. The Commission ~~shall~~does 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~~must be awarded by action of the governing body of a Member and ~~shall~~must be in the name of said Member. This subsection ~~shall~~does 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~~is 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~~will 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~~will 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~~acquisition 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 and the Commission will not reimburse such costs. 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~~has authority to establish land acquisition policies as a part of the overall Watershed Management Plan. The policies ~~shall~~must 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~~will 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~~will 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~~Every effort ~~shall~~will 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~~will 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~~will consider any comments on local water management plans received from the Metropolitan Council and ~~shall~~thereafter act on said plans in accordance with the Act.

4.6 Pollution Control and Water Quality. The Commission ~~shall have~~has 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~~will 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~~must 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~~will there be a disbursement of Commission funds without the signature of at least two Board members, one of whom ~~shall~~must be the Treasurer or the Treasurer's Authorized Deputy Treasurer, except to the extent the Commission delegates general or specific authority to the Commission administrator to disburse Commission funds. The Treasurer ~~shall be~~is 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~~will pay the premium on said bond.
- (b) Depository. The Board ~~shall~~will 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~~contribute 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~~will be treated as an improvement cost and processed in accordance with section 5.3 of this Agreement. The annual contribution by each Member ~~shall~~will 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~~will 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~~Voting 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~~will be certified, levied, collected, and distributed as provided in sections 103D.915 and 103D.921, as amended, and ~~shall~~will 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~~will be sent to the clerk of each Member municipality at least 30 days prior to the hearing. The proceeds of said maintenance levy ~~shall~~will 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~~will adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the general fund. Budget approval ~~shall require~~requires a favorable vote by a majority of ~~all eligible votes of the then existing~~Voting Commissioners. The budget ~~shall~~must 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~~will 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~~will 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~~Voting 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~~will 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~~Voting Commissioners may adopt a supplemental budget requiring additional payments by the Members within 60 days of its adoption but in no event ~~shall~~will 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~~the Member's corporate boundaries in any one calendar year.

5.5 Cost Allocation for Capital Projects. All capital costs incurred by the Commission ~~shall~~will 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~~will 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~~will 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~~Voting Commissioners 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~~will 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~~is effective as of January 1, 2025 and ~~shall~~will remain in effect until January 1, ~~2035~~20 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 Liability. For the avoidance of doubt, the Commission is considered a single governmental unit for purposes of total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b).

6.3 ~~6.2~~ Termination. This Agreement may be terminated prior to January 1, ~~2035~~20, 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~~must be sent to BWSR and Hennepin County at least 90 days prior to the date of dissolution.

6.4 ~~6.3~~ Dissolution. In addition to the manner provided in section ~~6.2~~6.3 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~~will hold a public hearing and upon a favorable vote by a majority of ~~all eligible votes of then existing~~Voting Commissioners, the Board may by resolution recommend that the Commission be dissolved. Said resolution ~~shall~~will 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~~must dissolve the Commission, allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Commission.

6.5 ~~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~~will be sold and the proceeds thereof, together with monies on hand, ~~shall~~will be distributed to the Members of the Commission. Such distribution of Commission assets ~~shall~~will be made in proportion to the total contribution to the Commission as required by the last annual budget.

[signature pages to follow]



**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 will 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 neighbors' 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 will 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 will 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 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 Member, 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) *Voting Commissioner.* A Commissioner or Alternate Commissioner present during a Board meeting with voting rights. Pursuant to section 3.2(b) below, an Alternate

Commissioner only has voting rights in the event of absence or disability of their respective Commissioner. Each Voting Commissioner has one (1) vote on the Board.

- (e) *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 will 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 will carry out the purposes and have the powers as provided herein.

3.2 Board Appointments. The Commission is governed by the Board, which consists of representatives appointed by the nine Members in accordance with this section. More specifically, each Member to this Agreement must appoint one Commissioner and one Alternate Commissioner to the Board. Each Member’s governing body will 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.
- (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. A Member’s Alternate Commissioner may only vote on a matter before the Commission in the event of either absence or disability of the appointing Member’s Commissioner (in either event, the Alternate Commissioner is considered a Voting Commissioner). If the absent or disabled Commissioner is also an officer of the Board, the Alternate Commissioner will 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 will serve until their successors are selected and otherwise qualify, unless they resign or are removed earlier as provided herein. All Commissioners and Alternate Commissioners will serve three-year terms, and said terms will 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 will expire on February 1, 2025.
  - (2) The terms of the existing representatives appointed by the cities of Plymouth, Robbinsdale, and St. Louis Park will expire on February 1, 2026.
  - (3) The terms of the existing representatives appointed by the cities of Crystal, Golden Valley, and Medicine Lake will expire on February 1, 2027.
- (d) Notices. A Member will 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 will notify BWSR of appointments and vacancies within 30 days after receiving notice from the Member. Members must fill all vacancies within 90 days after the vacancy occurs.
- (e) Vacancies. A Member will 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 will 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 will promptly notify the Commission of the appointment in writing. The appointed person will 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, said governing body may remove the Commissioner if the Commissioner is not reelected. The governing body of any Member may remove its Alternate Commissioner with or without cause. The Member will 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 will notify BWSR of the vacancy

within 30 days of receiving such notice. The Member must 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 will be suspended if the appointing Member is more than 60 days delinquent in making any payments due to the Commission as provided by this Agreement. The voting authority will 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. Nothing in this section 3.3 prevents a Member from providing compensation for its Commissioner or Alternate Commissioner for serving on the Board, if such compensation is authorized by such Member's governmental unit and by law.

3.4 Board Officers; Duties. At its first regular meeting on or after February 1 of each year, the Board will elect from its Commissioners a Chair, Vice Chair, Secretary, and Treasurer. All such officers will 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 will be filled from the Commissioner membership by Board selection for the remainder of the unexpired term of such office. The officers will have the duties provided in the Commission bylaws.

3.5 Quorum. A majority of Voting Commissioners from the nine Member cities, i.e. representation of five Members, constitutes 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 more than one Member has either a Board vacancy (both Commission and Alternate Commissioner) or its voting rights suspended, as provided herein, the number of Voting Commissioners required for a quorum will be reduced until the vacancy is filled or suspension lifted, as the case may be.

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

- (a) Regular Meetings. The Board will develop a schedule of its regular meetings. The Board will post the schedule on the Commission's website and provide a copy to each Member. The Secretary will 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 will 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 will 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 will constitute the annual organizational meeting of the Commission.
- (d) Rules of Procedure. The Board will 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 Voting Commissioners. The Board may also waive one or more specific rules as it determines are necessary to facilitate the conducting of its business, except that statutory requirements may not be waived and voting authority provided hereunder may not be abrogated.

#### **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 facilities, 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 will prepare, adopt, and implement a watershed management plan and capital improvement program that fulfills 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 protection and improvement of waters in the Watershed and mitigation of flood risk.
  - (5) It will 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 will regulate, conserve, and control the use and management 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. The Commission shall be liable for actual damages resulting therefrom but every person who claims damages shall serve the chair or secretary of the Board with a notice of claim as required by Minn. Stat. § 466.05.
- (13) It will 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 will be only upon a favorable vote of a majority of Voting 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 will 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 will transmit a copy of the annual audit to BWSR and, on request, a Member. Its books, reports, and records will be available for and open to inspection by the Members at all reasonable times.
  - (19) It will 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 will 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 will establish a procedure for establishing citizen or technical advisory committees and to provide other means for public participation.
- (b) Powers Reserved. The Board does 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 does not have the power of eminent domain. Any easements or other interests in land necessary for any Board-ordered project will be acquired as provided below.
  - (2) Real Property. The Commission may not own any interest in real property. All such interests, if necessary for any Board-ordered project, will 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 does not have the power to issue certificates, warrants or bonds.
  - (4) Special Assessments. The Commission does 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, will be levied by the Member wherein said lands are located and in accordance with Minnesota Statutes, chapter 429. The Commission does, 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 will secure from its engineers or some other competent person a report advising as to whether the proposed improvement is feasible, whether it will 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 requires a favorable vote by two-thirds of Voting 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 has 30 days after the Commission resolution ordering the same to appeal said determination. Said appeal must be in writing and directed to the Board asking for arbitration. The determination of the Member's appeal will be referred to a Board of Arbitration. The Board of Arbitration will consist of three persons; one to be appointed by the Commission's Board, 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 will 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 must not be a resident of any Member city and if appointed by the Chief Judge said person must 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 will be divided equally between the Commission and the appealing Member. Arbitration will be conducted in accordance with the Uniform Arbitration Act, Chapter 572B of Minnesota Statutes.

- (b) Projects Implemented by Members and Others. For any project that will be constructed by one or more Members on behalf of the Commission and reimbursed in whole or part by the Commission, to the extent authorized by the Commission, the Member(s) responsible for implementing the project and the Commission will enter into a cooperative agreement providing for all Commission-required terms and conditions related to the project and any such reimbursement. The Commission may also implement a project with a non-Member public or private entity in the same manner, 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 requires a favorable vote by two-thirds of Voting 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 will 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 must comply with the requirements of laws applicable to contracts let by the respective party making such contract. The Commission does 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 must be awarded by action of the governing body of a Member and must be in the name of said Member. This subsection does 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 is 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 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 will 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 will 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 acquisition 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 and the Commission will not reimburse such costs. 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 has authority to establish land acquisition policies as a part of the overall Watershed Management Plan. The policies must 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 will 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 will approve or disapprove each local plan or any parts of each plan. Every effort will 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 will 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 will consider any comments on local water management plans received from the Metropolitan Council and thereafter act on said plans in accordance with the Act.

4.6 Pollution Control and Water Quality. The Commission has 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 will 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 must 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 will there be a disbursement of Commission funds without the signature of at least two Board members, one of whom must be the Treasurer or the Treasurer's Authorized Deputy Treasurer, except to the extent the Commission delegates general or specific authority to the Commission administrator to disburse Commission funds. The Treasurer is required to file with the Secretary of the Board a bond in the sum of at least \$10,000 or such higher amount as determined by the Board. The Commission will pay the premium on said bond.
- (b) Depository. The Board will 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 contribute each year to 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 will be treated as an improvement cost and processed in accordance with section 5.3 of this Agreement. The annual contribution by each Member will 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 will 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 Voting Commissioners, 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 will be certified, levied, collected, and distributed as provided in sections 103D.915 and 103D.921, as amended, and will 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 will be sent to the clerk of each Member municipality at least 30 days prior to the hearing. The proceeds of said maintenance levy will 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 will adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the general fund. Budget approval requires a favorable vote by a majority of Voting Commissioners. The budget must 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 will 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 will 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 Voting 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 will 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 Voting Commissioners may adopt a supplemental budget requiring additional payments by the Members within 60 days of its adoption but in no event will 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 the Member's corporate boundaries in any one calendar year.

5.5 Cost Allocation for Capital Projects. All capital costs incurred by the Commission will 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 will 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 will 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 Voting Commissioners 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 will 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 is effective as of January 1, 2025 and will remain in effect until January 1, 20\_\_ 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 Liability. For the avoidance of doubt, the Commission is considered a single governmental unit for purposes of total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b).

6.3 Termination. This Agreement may be terminated prior to January 1, 20\_\_, by the unanimous consent of the Members. If the Agreement is to be so terminated, a notice of the intent to dissolve the Commission must be sent to BWSR and Hennepin County at least 90 days prior to the date of dissolution.

6.4 Dissolution. In addition to the manner provided in section 6.3 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 will hold a public hearing and upon a favorable vote by a majority of Voting Commissioners, the Board may by resolution recommend that the Commission be dissolved. Said resolution will then be submitted to each Member and if ratified by three-fourths of the governing bodies of all Members within 60 days, said Board must dissolve the Commission, allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Commission.

6.5 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 will be sold and the proceeds thereof, together with monies on hand, will be distributed to the Members of the Commission. Such distribution of Commission assets will be made in proportion to the total contribution to the Commission as required by the last annual budget.

[signature pages to follow]

**SERVICE AGREEMENT**  
**BASSETT CREEK WATERSHED MANAGMENT COMMISSION**

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the “Commission”), and Jim Rock, an individual person (the “Contractor”).

1. **SERVICES.** Contractor will perform for the Commission those services related to the development of content on Native cultures, as more specifically outlined in the proposal (“Proposal”), which is attached hereto as Exhibit A and incorporated herein (collectively, the “Services”). The terms and conditions of this Agreement shall be controlling over any conflicting terms or conditions contained within the Proposal.
2. **COMPENSATION.** Contractor will be paid for such Services at the rate of \$50 per hour. Contractor will not be reimbursed for any out-of-pocket expenses. The total compensation to be paid to Contractor for the Services to be provided under this Agreement shall not exceed \$2,000.
3. **PAYMENT.** Contractor will submit monthly invoices for the Services providing detailed time records of Services provided. Itemized invoices and records, together with supporting information, shall be submitted in a form acceptable to the Commission. The Commission will pay approved invoices within 45 days of receipt thereof. Invoices received by the first Thursday of the month will ordinarily be authorized for payment at that month’s regular meeting.
4. **TERM AND TERMINATION.** This Agreement shall be effective as of the date of the last party to execute it and, unless otherwise terminated by either party in accordance with this paragraph, it shall continue until all Services are provided and paid for in accordance with the terms and conditions herein. This Agreement may be terminated by either party at any time for any reason upon 10 days’ written notice of termination to the other party. Upon notice of termination, no additional Services will be performed and Contractor will be entitled only to payment for any Services provided as of the date of such notice.
5. **SUBSTITUTION AND ASSIGNMENT.** The Services provided hereunder are personal in nature and Contractor may not substitute other persons to perform any such Services. No assignment of this Agreement shall be permitted without a prior written amendment signed by the Commission and the Contractor.
6. **COMPLETE AGREEMENT.** This Agreement, together with the attached exhibit, contains the complete agreement between the parties and supersedes any previous oral and written agreements, representations and negotiations between the parties regarding the provision of services by Contractor to the Commission. No modifications or amendments may be made to this Agreement unless in writing and signed by both parties.
7. **INDEPENDENT CONTRACTOR.** The Contractor is not an employee of the Commission. Contractor will act as independent contractor and acquire no rights to tenure, workers’

compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or any other benefit. Contractor shall not be considered an employee of the Commission for any purpose including, but not limited to: income tax withholding; workers' compensation; unemployment compensation; FICA taxes; liability for torts; and eligibility for benefits.

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

8. **DATA PRACTICES AND RECORDS.** All records, information, materials and other work product, in written, electronic, or any other form, developed by Contractor in connection with providing Services under this Agreement shall become the exclusive property of the Commission upon receipt. All such records shall be maintained with the records of the Commission and in accordance with the instructions of the Commission. Additionally, data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will immediately report to the Commission any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the Commission concerning any data requests.
9. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws, regulations or ordinances in performance of Contractor's duties hereunder. The contractor agrees not to discriminate in providing Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
10. **AUDIT.** The Contractor agrees that the Commission, the State Auditor, or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, and records that are relevant to and involve transactions relating to this Agreement.
11. **HOLD HARMLESS.** Contractor shall defend, indemnify and hold harmless the Commission, its member cities and their elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation that may arise out of this Agreement for Services provided by Contractor hereunder.
12. **APPLICABLE LAW.** The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within the County of



Hennepin, State of Minnesota, regardless of the place of business, residence, or incorporation of Contractor.

13. NO AGENCY. Contractor is an independent contractor and shall not be considered to be the agent or servant of the Commission for any purpose and shall have no authority to enter into any contracts, create any obligations, or make any warranties or representations on behalf of the Commission.
14. THIRD PARTIES. The Commission and the Contractor do not intend to confer on any third party any rights under this Agreement.
15. NOTICES. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:  
  
To the Contractor:                    Jim Rock  
    1525 Jersey Ave. N.  
    Golden Valley, MN 55427  
  
To the Commission:                   Bassett Creek Watershed Management Commission  
   Attention: Administrator  
   P.O. Box 270825  
   Golden Valley, MN 55427
16. SEVERABILITY. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
17. WAIVER. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
18. HEADINGS. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

[remainder of page intentionally blank]

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

**CONTRACTOR**

By: \_\_\_\_\_  
Jim Rock Date

**BASSETT CREEK WATERSHED  
MANAGEMENT COMMISSION**

By: \_\_\_\_\_  
Chair Date

By: \_\_\_\_\_  
Secretary Date

**EXHIBIT A**  
Proposal  
*Indigenous Educational Design (IED)*



Address:  
 Jim Rock-Consultant  
 Indigenous Educational Design  
 1525 Jersey Ave. N.  
 Golden Valley, MN 55427

Bill To:  
 Basset Creek Water Management Commission

Service	Hours and USD Dollar Rates
*Create a brief history of the Dakota peoples who lived in the region and their connection to the waterways in the Hãhã Wakpadan/Bassett Creek watershed for the map.	8 hours
*Write Dakota cultural connections to the region. (Traditional stories of water protectors, supernatural beings that helped to maintain the balance of the ecosystem).	8 hours
*Include Dakota trail map from Medicine Lake to Mississippi River.	
*Create a list of aquatic plants and wildlife that lived in the watershed pre-colonization and why many are no longer in the watershed today.	8 hours
*Create a Dakota vocabulary list.	8 hours
*Create a list of Dakota links for a website.	8 hours
	<p><b>Total: 40 hours x \$50</b></p> <p><b>\$2000</b></p>





## Bassett Creek Watershed Management Commission

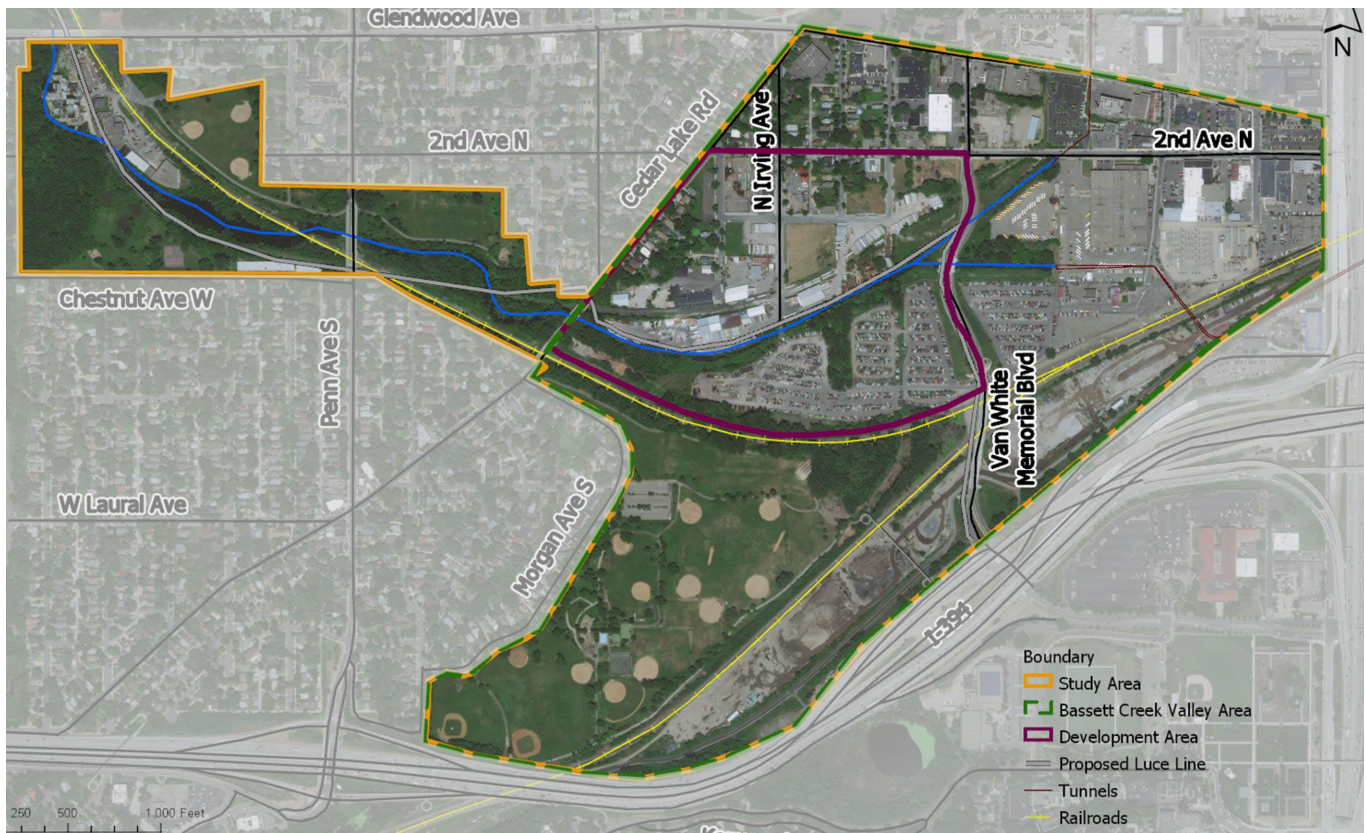
### MEMO

To: BCWMC Commissioners and Alternate Commissioners  
From: Administrator Jester  
Date: April 9, 2024

#### RE: Recommendations and Update on Bassett Creek Valley

##### Background:

The Bassett Creek Valley (BCV; shown below) is the section of the creek extending from Cedar Lake Road to the entrance to the tunnel and is adjacent to Bryn Mawr Meadows Park, the Minneapolis Impound Lot. There are commercial, residential and industrial properties within the creek's floodplain in the valley. Recognizing increased redevelopment demand and potential, and the myriad of challenges in the area, in 2019 the BCWMC and the City of Minneapolis collaborated on the Bassett Creek Valley Floodplain and Stormwater Management Study to assess the potential for developing regional approach to stormwater and floodplain management, as well as improved aesthetics and accessibility for the creek.



The complete study and related documents can be found under “Bassett Creek Valley” at [www.bassettcreekwmo.org/projects](http://www.bassettcreekwmo.org/projects).

An excerpt from the study’s background section summarizes the challenges in the area and goals for the study:

*The Bassett Creek Valley Development Area in the City of Minneapolis currently contains the city’s Impound Lot, Pioneer Paper, abandoned CP rail lines, vacant lots, other older industrial properties and rental housing properties. The area has begun to redevelop, and several challenges and opportunities have emerged. Bassett Creek flows through the study area though it is hidden from view, which limits opportunities for serving as a natural amenity and focal point for public use and adjacent redevelopment.*

*More problematic, Bassett Creek’s flood stage encompasses much of the potential redevelopment area and site conditions include contaminated soils, unstable soils, limited opportunity for storm water quality treatment and infiltration, and existing utilities. These large-scale challenges are difficult to address on a site by site basis, which is the approach typically used in areas with multiple and varied uses and ownership.*

*Seeing the potential for redevelopment in this area while also recognizing the advantage of a systematic and comprehensive approach, the Bassett Creek Watershed Management Commission, City of Minneapolis Public Works and Community Planning and Economic Development Departments, and the Minneapolis Park and Recreation Board worked together to strategize regional solutions to integrate floodplain and stormwater management into the Bassett Creek Valley to facilitate redevelopment.*

#### **Hennepin County Involvement and Bassett Creek Valley Stakeholder Meetings:**

In collaboration with Hennepin County (particularly Commissioner Fernando’s office) in March and September of last year, BCWMC convened stakeholders to learn about the potential for significant improvements in the BCV, challenges presented by the hydrology and history of the area, and options for moving forward collaboratively. Hennepin County suggested that it could fund and lead a Community Works program in the BCV to convene partners and develop plans for improved floodplain and stormwater management, ecological health, climate resiliency, access to the creek, and community amenities. (Community Works is a multijurisdictional reinvestment program authorized by state law that unlocks potential for significant funding and capacity.) At the commission meeting last October, the commission authorized me to submit a letter of support to the county for a Community Works program for this purpose.

#### **Recommendation:**

As the county considers developing a Community Works program, we have recognized the need to convene neighborhood groups (Harrison Neighborhood and Bryn Mawr neighborhoods), the Redevelopment Oversight Committee, and key Minneapolis and county officials to advance the discussion on this issue and provide input on the proposed path forward.

I recommend that the BCWMC convene a meeting of these groups. The role of “convener” is a good fit for the commission due to the commission’s past involvement in this issue and its vested interest in ensuring that redevelopment in the BCV proceeds in a way that best manages resource impacts and provides flood protection and climate resilience. The meeting could be held this spring or early summer and may help speed up the process of developing a Community Works program by the county. The commission should discuss the appropriate level of involvement in this activity.



## Bassett Creek Watershed Management Commission

### MEMO

To: BCWMC Commissioners and Alternate Commissioners  
 From: Laura Jester, Administrator  
 Date: April 8, 2024

#### RE: Technical Advisory Committee Recommendations

The BCWMC Technical Advisory Committee (TAC) met on February 7, March 7 and April 3, 2024 to discuss a variety of topics. The TAC has recommendations on the next 5-year Capital Improvement Program and a project to convert and update the Commission’s hydrologic and hydraulic model. An overview of other items discussed at these meeting is also provided below.

Attendees at the TAC meetings included:

City/Partner	Attended February 7	Attended March 7	Attended April 3
Crystal	<i>Absent</i>	Ben Perkey	Ben Perkey
Golden Valley	Eric Eckman	Eric Eckman	Eric Eckman
Medicine Lake	Susan Wiese	<i>Absent</i>	<i>Absent</i>
Minneapolis	Liz Stout	Liz Stout & Nico Cantarero	Liz Stout & Nico Cantarero
Minnetonka	Sarah Schweiger	<i>Absent</i>	Sarah Schweiger
New Hope	Nick Macklem	Nick Macklem	<i>Absent</i>
Plymouth	Ben Scharenbroich	Ben Scharenbroich	Ben Scharenbroich
Robbinsdale	Jenna Wolf	Richard McCoy & Jenna Wolf	Jenna Wolf
St. Louis Park	Erick Francis	Erick Francis	Erick Francis
Others	Rachael Crabb and Mike Sorensen, Minneapolis Park and Rec Board; Administrator Laura Jester; Commission Engineers Karen Chandler, Stephanie Johnson, and Jen Koehler (virtual), Commissioner Pentel	Rachael Crabb and Mike Sorensen, Minneapolis Park and Rec Board; Administrator Laura Jester; Commission Engineers Karen Chandler, Stephanie Johnson and Jen Koehler; Alternate Commissioner Kennedy	Administrator Laura Jester; Commission Engineers Karen Chandler and Jen Koehler; Alternate Commissioner Polzin

## 1. 5-year Capital Improvement Program (CIP)

Each year, the TAC makes recommendations to the Commission regarding the potential projects for the Commission to include in the BCWMC 5-year CIP. The TAC discussed three potential projects at their February and March meetings (see fact sheets in Attachment A):

- a. Additional Dredging of Accumulated Sediment in Lagoons D, E and F of the Main Stem Bassett Creek, Theodore Wirth Park
- b. Dredging of Accumulated Sediment in Lagoon G of Main Stem Bassett Creek, Theodore Wirth Park
- c. Sweeney Lake Branch of Bassett Creek Culvert Repair/Replacement at Theodore Wirth Park west boundary

At the Commission meeting last October, commissioners agreed with a [TAC recommendation](#) to evaluate additional dredging of Lagoons D, E, and F or dredging of Lagoon G, while considering other potential CIP projects for the next 5-year CIP. There was acknowledgement that because the original Lagoon Dredging Project was not constructed to specifications, additional dredging may be warranted. [More information about the original project and the final report can be found here:

<https://www.bassettcreekwmo.org/projects/all-projects/bassett-creek-main-stem-lagoon-dredging-project.>]

For the next 5-year CIP, staff with the Minneapolis Park and Rec Board proposed that the Commission consider either (a) performing additional dredging in Lagoons D, E, and F, or (b) dredging accumulated sediment in Lagoon G further upstream in Theodore Wirth Park. The group discussed pros and cons of both options. They noted that it may be difficult for a contractor to remove additional sediment in Lagoons D, E, and F due to now steeper side slopes. They also discussed the more natural features of Lagoon G noting that although it was constructed as an open water lagoon in the 1930's, the stream seems to have reclaimed its channel through the area. The group wondered if the area should be left in its more natural state closer to conditions before the 1930's or if the presumably contaminated sediment should be removed to improve environmental conditions. Because of these complex questions, the TAC recommends that the Commission perform another feasibility study to fully assess the dredging options and their impacts.

Because the original Main Stem Lagoon Dredging Project was constructed under budget, there is approximately a \$1,175,000 budget balance. The proposed 5-year CIP budget of \$800,000 over years 2027 and 2028 (Attachment B) reflects a new feasibility study (\$75,000), plus the funds needed to design and construct the higher of the two options (\$1,900,000 for option (b)) minus the budget balance.

The TAC also discussed a proposed project (c) to repair or replace an aging culvert that carries the Sweeney Branch of Bassett Creek under a former roadbed just before its confluence with the Main Stem of Bassett Creek. It was noted that the owner of the culvert is unknown but inspections by the City of Golden Valley indicate that it is vulnerable to failure. While the TAC agrees this project is important, they do not believe it belongs in the BCWMC CIP, as it would be considered an infrastructure repair project and there are no comparable past BCWMC CIP projects. The TAC agreed there is likely a role for the Commission to study the issue and/or help repair or replace the structure but not through the CIP.

### **TAC Recommendations on 5-year CIP:**

- The TAC recommends that the Commission add dredging of lagoons along the Main Stem of Bassett Creek in Theodore Wirth Park to the CIP in 2027 and 2028 (Attachment B).



## 2. Hydrologic & Hydraulic (H&H) Model Conversion and Update

At their meetings in February, March and April, the TAC discussed a project to convert the Commission’s H&H model from the XP-SWMM software platform to the PC-SWMM software platform and to incorporate the latest impervious cover data, LiDAR data (“light detection and ranging” that maps elevations across a landscape at 1-foot intervals), and precipitation estimates (Atlas 15). At the TAC’s request, the Commission Engineer developed a detailed scope and budget for this work (Attachment C).

The TAC discussed the necessity and urgency of performing the first task to convert the model from XP-SWMM to PC-SWMM due to changes in software pricing and technical support. They also discussed the advantages of incorporating the latest data into the model noting it would result in the most precise floodplain map, aid in identifying and assessing vulnerable infrastructure and communities, and provide an accurate basis for climate resiliency work.

Noting the significant cost of the whole project (see table below from the project scope), the TAC reviewed funding options. The last significant modeling project in 2017 was funded through a combination of the Commission’s Flood Control Project Long Term Maintenance Fund and a grant from the DNR. While the same DNR grant is no longer available, other grant programs are being reviewed. The Flood Control Project Long Term Maintenance Fund could be used for this project as well, but would result in a fund balance of only \$168,000 which may be too low to pay for future maintenance projects on flood control project infrastructure. The TAC also discussed the possibility of setting up a maintenance levy through Hennepin County, which is allowed under state law and already utilized by the Shingle Creek Watershed Management Commission. This would be similar to the current funding mechanism for CIP projects that includes levying watershed residents through Hennepin County, but for the purpose of maintaining existing projects.

Task	Estimated Cost FY2025	Estimated Cost FY2026	Estimated Cost FY2027	Total Estimated Cost
<b>Task 1: Conversion of XPSWMM to PCSWMM</b>	\$43,500			<b>\$43,500</b>
<b>Task 2: Model Updates</b>	\$60,000	\$45,000		<b>\$105,000</b>
<b>Task 3: Recalibration &amp; Atlas 14 Events</b>		\$57,100		<b>\$57,100</b>
<b>Task 4: Atlas 15/ Future Climate Events<sup>1</sup> &amp; Meetings</b>			\$39,700	<b>\$39,700</b>
<b>Task 5: Reporting</b>			\$32,800	<b>\$32,800</b>
<b>Project Total</b>	<b>\$103,500</b>	<b>\$102,100</b>	<b>\$72,500</b>	<b>\$278,100</b>

1 – Evaluation of Atlas 15 and Future Climate Events will provide information that can be used for planning for future flood mitigation projects within the watershed. There may be funding through other agencies to support this task.

### **TAC Recommendations on H&H Model Conversion and Update:**

- The TAC recommends that the Commission direct the Commission Engineer to implement the hydrologic and hydraulic model conversion and update project as presented in Attachment C and to fund the project with Flood Control Project Long Term Maintenance Funds until or unless alternative funding is secured.
- The TAC recommends that the Commission direct Commission staff to continue exploring grant funding opportunities for the model conversion and update project.
- The TAC recommends that the Commission direct Commission staff to explore establishment of a maintenance levy through Hennepin County to help backfill the Flood Control Project Long Term Maintenance Fund for future maintenance projects.

### **3. Additional Topics Discussed (no recommendations)**

- a. The TAC appointed Ben Scharenbroich and Liz Stout as delegated representatives to the Watershed Based Implementation Funding convene meeting.
- b. The TAC discussed the timeline for the Joint Powers Agreement (JPA) update and information needed to help educate city officials. Cities request at least 50 days to review the draft JPA and return comments to BCWMC (approximately April 19 – June 10) and that the final version of the JPA be distributed for city signatures no later than November 1<sup>st</sup>.
- c. The TAC discussed the 2025 operating budget and the potential city assessment increase of more than 10% over 2024 assessments due to a lower fund balance (which could change upon completion of the audit), and potential increase in staff capacity. Plymouth and Golden Valley staff noted that increases of 10% or more would need to be accompanied by specific and worthy spending needs.

**Project Category:** Water Quality

**Project Title:** **Additional Dredging of Accumulated Sediment in Lagoons D, E and F of the Main Stem Bassett Creek, Wirth Park**

**Total Estimated Cost:** \$1,200,000

**BCWMC Project Number:** [Staff will assign number]

**Description:**

This project in Theodore Wirth Park in the city of Golden Valley is a continuation of work that was completed as part of BCWMC Project BC-7 and includes additional dredging of sediment that has accumulated over decades within the Main Stem of Bassett Creek. Dredging will occur during the winter and the goal will be to achieve the 6 ft lagoon depths that were the initial goal of project BC-7. This project will improve stream hydrology, habitat, and water quality (240 lbs/year TP removal).

Source of Project Funding	2018	2019	2020	2021	2022
CIP Account – BCWMC ad valorem tax levy through Hennepin County	Staff will assign funding year.				

**Justification:**

This project will improve water quality in the Main Stem of Bassett Creek and downstream receiving waters by limiting pollutant loading, and removing sediment that accumulated over a short timeframe and is contaminated with PAHs, elevated lead, and petroleum associated with DRO. The project will also improve stream flow.

**Scheduling and Project Status:**

[Staff will provide this information.]

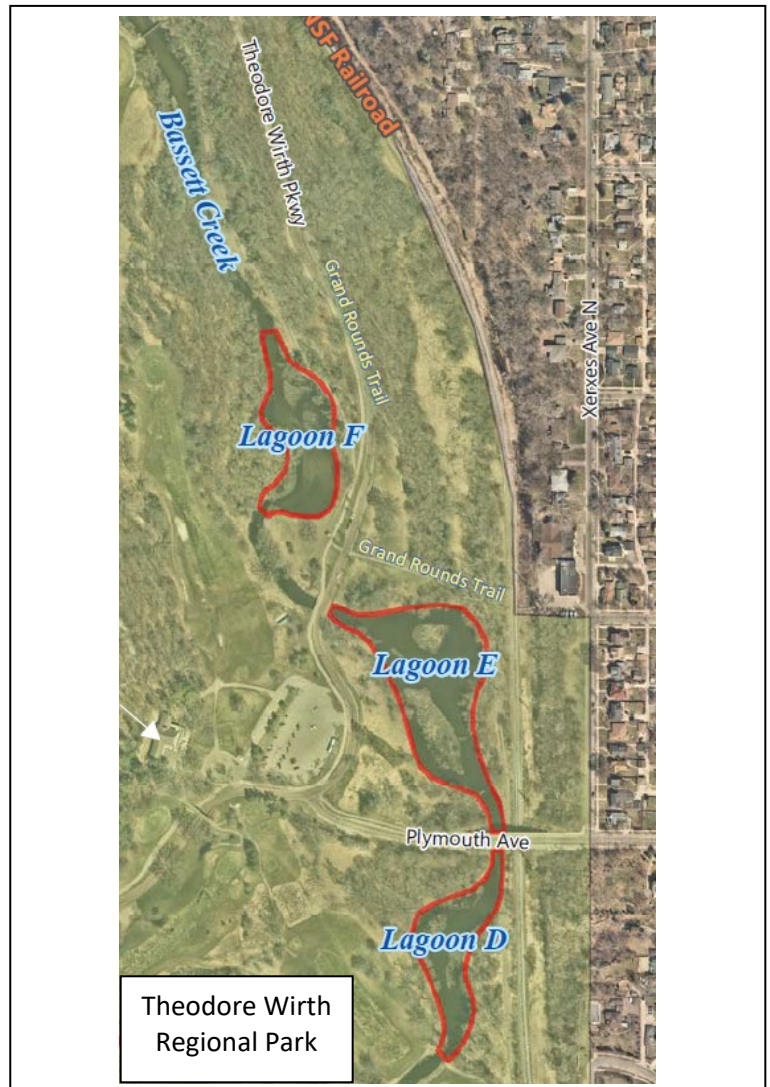
**Relationship to BCWMC Plan and Other Projects:**

Due to unforeseen circumstances, the contractor hired for BC-7 was only able to dredge to a depth of 3.7 feet in Lagoons D, E and F, and \$1.21M of project funds were left unspent. This project proposes to re-bid and retain a new contractor who will complete the dredging work and achieve the originally intended 6-foot lagoon depth resulting in an additional 240 lbs/year TP reduction at a cost of approximately \$260/lb/year.

This project is consistent with the goals and policies of the 2015 BCWMC Watershed Management Plan. Project BC-7, which occurred in the winter of 2022-2023, was an attempt to dredge Wirth Park lagoons D, E, and F to a depth of 6 feet.

**Effect on Annual Operations Costs:**

This project has no effect on BCWMC Annual Operations Costs.



**Project Category:** Water Quality

**Project Title:** **Dredging of Accumulated Sediment in Lagoon G of Main Stem Bassett Creek, Wirth Park**

**Total Estimated Cost:** \$1,900,000

**BCWMC Project Number:** [Staff will assign number]

**Description:**

This project in the city of Golden Valley is a continuation of work that was completed as part of BCWMC Project BC-7 and includes additional dredging of sediment that has accumulated over decades within the Main Stem of Bassett Creek. Dredging will occur during the winter in Lagoon G, a lagoon that was not dredged in the initial project. The goal of this project will be to achieve 6 ft lagoon depths in Lagoon G. This project will improve stream hydrology, habitat, and water quality.

Source of Project Funding	2018	2019	2020	2021	2022
CIP Account – BCWMC ad valorem tax levy through Hennepin County					
	Staff will assign funding year.				

**Justification:**

This project will improve water quality in the Main Stem of Bassett Creek and downstream receiving waters by limiting pollutant loading, and removing sediment that accumulated over a short timeframe and is likely contaminated with PAHs, elevated lead, and petroleum associated with DRO. The project will also improve stream flow.

**Scheduling and Project Status:**

[Staff will provide this information.]

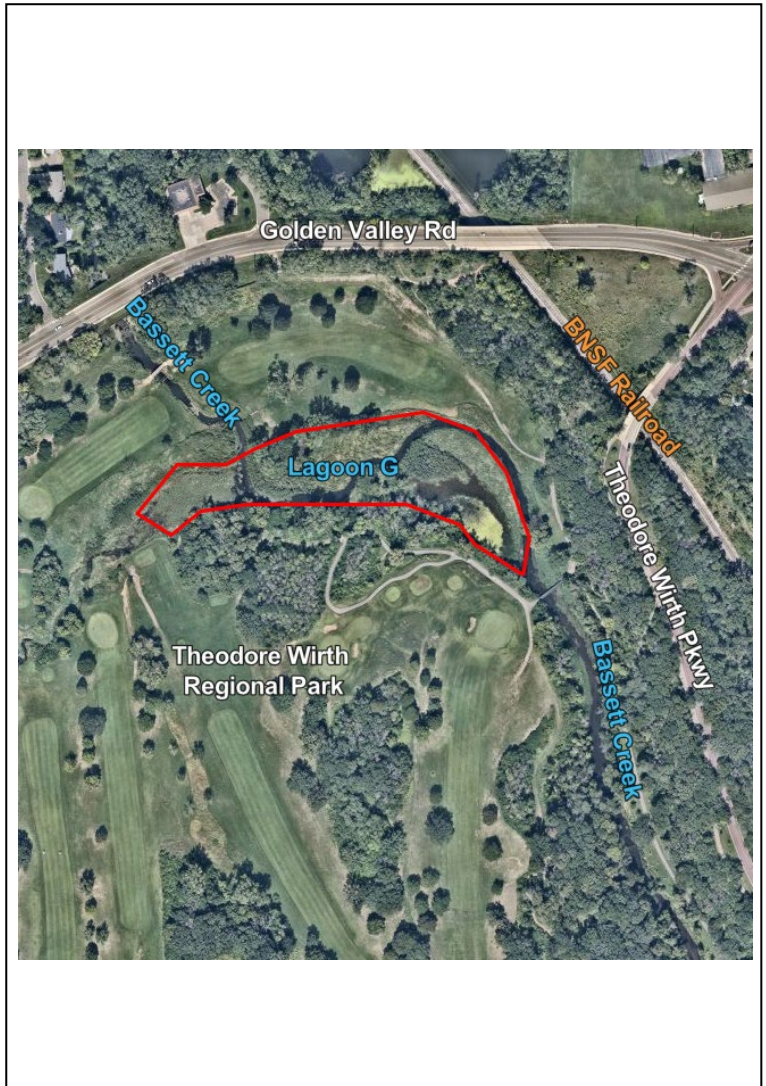
**Relationship to BCWMC Plan and Other Projects:**

Due to unforeseen circumstances, the contractor hired for BC-7 was only able to dredge to a depth of 4 feet in Lagoons D, E, and F, and \$1.21M of project funds were left unspent. This project proposes to re-bid and retain a new contractor who will perform dredging in Lagoon G, a nearby area that was not dredged in the original project.

This project is consistent with the goals and policies of the 2015 BCWMC Watershed Management Plan. Project BC-7, which occurred in the winter of 2022-2023, was an attempt to dredge Wirth Park lagoons D, E, and F to a depth of 6 feet.

**Effect on Annual Operations Costs:**

This project has no effect on BCWMC Annual Operations Costs.



**Project Category:** Water Quality/Water Capacity

**Project Title:** Sweeney Lake Branch of Bassett Creek Culvert Repair/Replacement at Theo Wirth Park west boundary

**Total Estimated Cost:** \$1,000,000  
(split between partners)

**BCWMC Project Number:** [Staff will assign number]

**Description:**

This project in the city of Golden Valley will repair or replace aging infrastructure that facilitates the flow of the Sweeney Lake Branch of Bassett Creek, helps to protect critical regional watermain infrastructure, and prevents flooding of nearby buildings and property.

Source of Project Funding	2018	2019	2020	2021	2022
CIP Account – BCWMC ad valorem tax levy through Hennepin County	Staff will assign funding year.				

**Justification:**

This culvert is an aging corrugated metal pipe that carries the flow of the Sweeney Lake Branch of Bassett Creek. The age and ownership of the culvert is unknown and the City has no known records on file. There is a 24” PCCP watermain owned by the Joint Water Commission and a 48” steel watermain owned by Minneapolis that intersect the culvert (critical regional infrastructure), and may potentially be at risk as the culvert degrades. Nearby buildings (Courage Kenny) and property may be at risk of flooding as well.

**Scheduling and Project Status:**

[Staff will provide this information.]

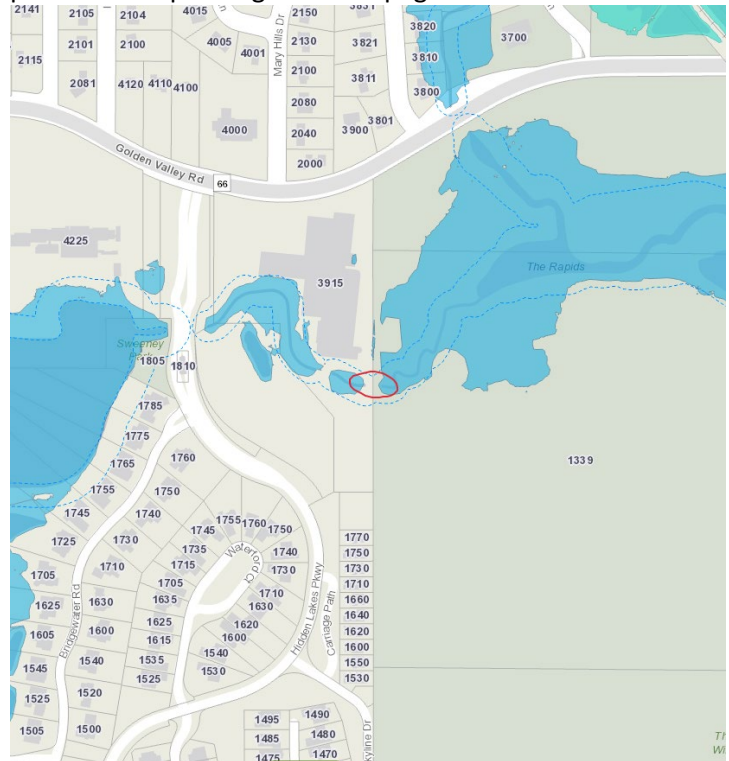
**Relationship to BCWMC Plan and Other Projects:**

Project is part of the BCWMC trunk system.  
 Protect against flood risks along the Bassett Creek trunk system.  
 Protect and enhance fish and wildlife habitat in the BCWMC.  
 Project is upstream of the Wirth Park Stream Restoration Project and the Lagoon Dredging Project.

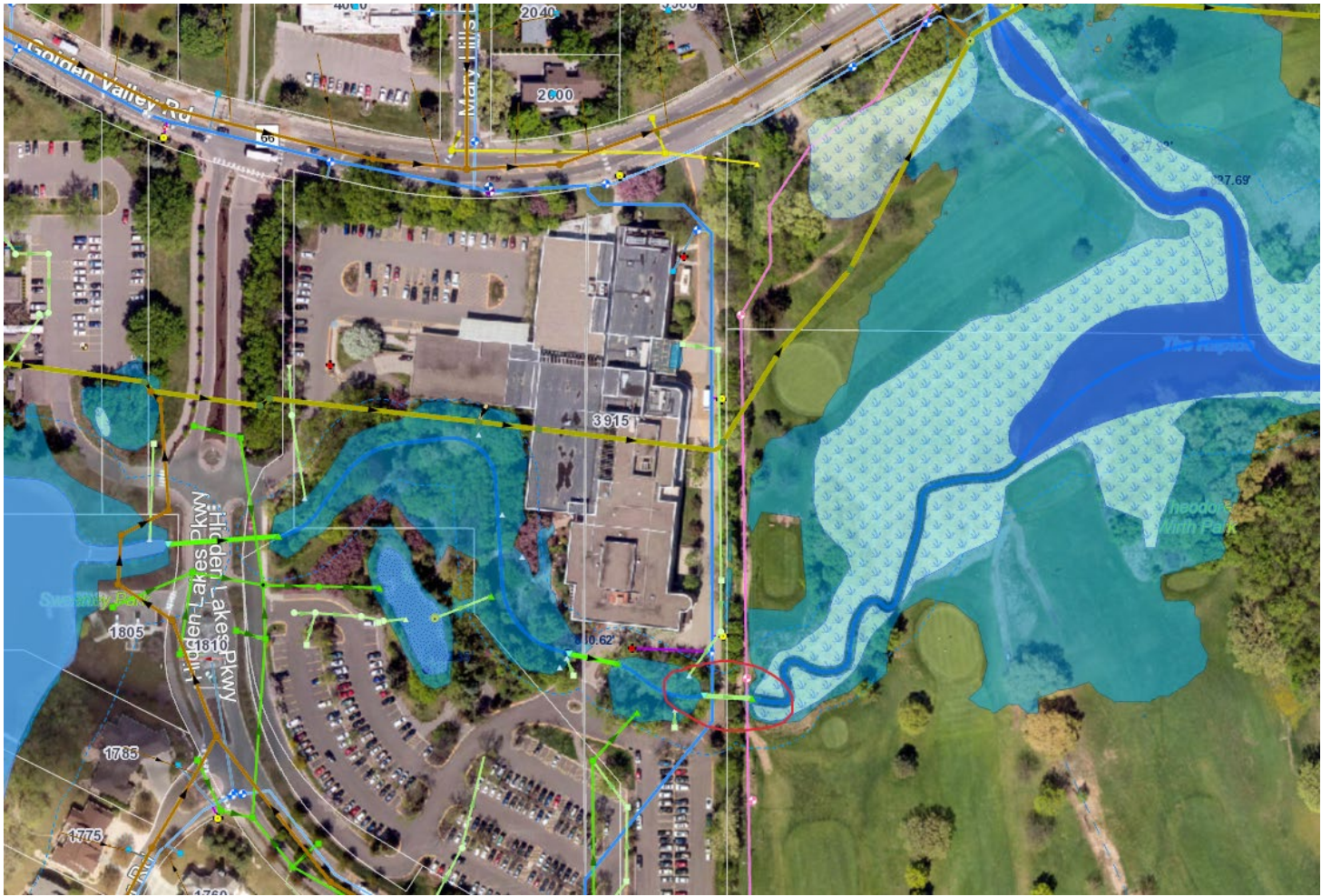
**Effect on Annual Operations Costs:**

This project has no effect on BCWMC Annual Operations Costs (depending on the ownership and maintenance responsibility).

Insert map, photo, and/or aerial view of site. Additional photos or maps can go on next page.



Aerial with approximate location of underground public utilities



West end of culvert (inlet)

2021 photos







Attachment B

**BCWMC 5-year Capital Improvement Program: 2023 – 2028 CIP List** (Approved March 2023; updated 2024 project costs approved June 2023; move 2026CR-P to 2025 and BC-2,3,8,10 to 2026 approved Oct 2023)

Project Name	City	#	2021	2022	2023	2024	2025	2026	2027	2028	Totals
Medicine Lake Rd & Winnetka Ave Long Term Flood Mitigation Plan Project (DeCola Ponds B&C Improvement Proj. + DeCola Pond F Flood Storage & Diversion Project + SEA School Flood Storage) <sup>5</sup>	GV, Crystal, New Hope	BC-2,3,8,10		\$300,000	2,548,000 <sup>5</sup>	\$252,000 (SEA School)		\$450,000	\$1,150,000		
WQ improvements in Bryn Mawr Meadows, Main Stem Watershed <sup>2</sup>	MPLS	BC-5	\$812,000 <sup>2</sup>		\$1,175,000						\$2,087,000
Medley Park Stormwater Treatment Facility <sup>4</sup>	GV	ML-12		\$400,000	\$950,000 <sup>4</sup>	\$800,000					\$2,150,000
Dredging accumulated sediment in Main Stem Bassett Creek Lagoons, Wirth Park <sup>3</sup>	GV/MPLS	BC-7	\$600,000	\$1,425,000 <sup>3</sup>	\$334,000				\$200,000	\$600,000	\$3,159,000
Parkers Lake Drainage Improvement Project	Plymouth	PL-7	\$485,000								\$485,000
Bassett Creek Main Stem Restoration - Regent Ave to Golden Valley Rd	Golden Valley	2024-CR-M				\$634,000	\$953,500 <sup>7</sup>	\$653,500			\$1,227,000
Ponderosa Woods Stream Restoration	Plymouth	ML-22				\$352,000					\$352,000
Sweeney Lake Water Quality Improvement Project (alum + carp management) <sup>1</sup>	Golden Valley	SL-8	\$218,080								\$568,080
Cost share purchase of high efficiency street sweeper	Plymouth	ML-23	\$81,600								\$81,600
Crane Lk Chloride Reduction Demonstration Project at Ridgedale Mall	MTKA	CL-4						\$300,000			\$300,000
Plymouth Creek Restoration Project Dunkirk Lane to Plym Ice Center	Plymouth	2025CR-P					\$1,000,000	\$1,000,000			\$2,000,000
Cost share purchase of high efficiency street sweeper	Golden Valley	BC-12				\$100,000	\$50,000				\$150,000
Toledo Ave/Minnaqua Pond Stormwater Improvements & Flood Reduction	Golden Valley	BC-13							\$400,000	\$500,000	\$900,000
Flood Control Project Double Box Culvert Repairs	MPLS	FCP-1							\$250,000	\$950,000	\$1,200,000
Sochacki Water Quality Improvement Project	GV/Robbs	BC-14				\$2,000,000 <sup>6</sup>	\$300,000				\$2,300,000
Estimated Total Project Cost			<b>\$2,374,780</b>	<b>\$2,125,000</b>	<b>\$5,007,000</b>	<b>\$4,138,000</b>	<b>\$2,303,500</b>	<b>2,403,500</b>	<b>\$2,000,000</b>	<b>\$2,050,000</b>	
Estimated Use of BCWMC Closed Project Account Funds			\$500,000	\$100,000	\$200,000	\$200,000	\$0	\$0	\$0	\$0	
City and Grant Funding			\$400,000 <sup>2</sup>	\$325,000 <sup>3</sup>	\$800,000 <sup>4</sup> \$1,800,000 <sup>5</sup>	\$1,700,000 <sup>6</sup>	\$300,000 <sup>7</sup>				
<b>Total Levy</b>			<b>\$1,474,780</b>	<b>\$1,700,000</b>	<b>\$2,207,000</b>	<b>\$2,238,000</b>	<b>\$2,053,500</b>	<b>2,403,500</b>	<b>\$2,000,000</b>	<b>\$2,050,000</b>	

<sup>1</sup> Federal 319 grant

<sup>2</sup> Clean Water Fund grant (\$400,000)

<sup>3</sup> Clean Water Funds (WBIF) (\$250,000) + Hennepin County Opportunity grant (\$75,000)

<sup>4</sup> Clean Water Fund Grant (\$300,000) + Golden Valley funds (\$500,000)

<sup>5</sup> MnDNR grant to city + city funds (\$1,800,000)

<sup>6</sup> Funding partners = Robbinsdale, Golden Valley, TRPD, possible grants for BC-14

<sup>7</sup> Golden Valley funding of \$300,000 for 2024CR-M



## Technical Memorandum

**To:** BCWMC Technical Advisory Committee  
**From:** Jen Koehler, Stephanie Johnson, and Karen Chandler  
**Subject:** BCWMC XP-SWMM to PC-SWMM Model Conversion and Update  
**Date:** February 29, 2024  
**Project:** 23270051.62

At the February 7, 2024 Technical Advisory Committee (TAC) meeting, the Commission Engineer presented information regarding our recommendation and preliminary cost ranges to transition the current watershed-wide hydrologic and hydraulic (H&H) modeling (approved in August 2022) from XP-SWMM software to PC-SWMM software. The TAC directed the Commission Engineer to develop a detailed scope of work and budget for the transition from XP-SWMM software to PC-SWMM software, along with the Commission Engineer's other recommended model updates.

### 1 Background

The original hydrologic and hydraulic models of the Bassett Creek watershed were created in the 1970's. Although there have been significant changes in the watershed, there were only minor updates to these original HEC-1 and HEC-2 DOS-based models over the years. In late 2010 and early 2011, the TAC considered whether 1) the HEC models should be updated to the more current versions of the old software, or 2) the HEC models should be entirely converted to a new user-friendly software package. The TAC recommended that the BCWMC entirely convert the models to XP-SWMM (a commonly used H&H modeling software).

The BCWMC approved the TAC recommendation and, in 2012, completed the Phase 1 modeling effort that transitioned the HEC models into an XP-SWMM model of similar watershed resolution as the HEC models. The work included updates to the watershed divides based on more current topographic data, modifications to the hydrologic inputs, and enhanced detail along the creek based on updated channel, bridge, and culvert geometries.

In response to challenges calibrating the 2012 Phase 1 XP-SWMM model due to the coarse model resolution and limited storage, the BCWMC completed the Phase 2 modeling effort in 2015 through 2017. This effort included adding more detail to the model:

- increasing the number of subwatersheds from about 55 to about 1,160,
- incorporating additional municipal storm sewer systems between upstream modeled ponds,
- integrating detailed storage in modeled ponds upstream of the creek system (based on the 2011 LIDAR data), and

- incorporating National Oceanic and Atmospheric Administration (NOAA) Atlas 14 precipitation depths and updated USDA soils data

The Phase 2 effort also calibrated the XP-SWMM modeled flows to 5 sites throughout the watersheds and used observed lake level data during the calibration process. The model was used to evaluate the Atlas 14 design storm events and the BCWMC adopted the model in August 2017.

In 2018, the BCWMC worked with the Minnesota Department of Natural Resources (MnDNR) to update the Phase 2 XP-SWMM modeling, incorporating recent development projects (implemented from 2015 through 2018) and additional channel survey data collected by the MnDNR to ultimately develop updated Federal Emergency Management Agency (FEMA) floodplain mapping. The BCWMC completed its scope of work with the MnDNR in 2021, including the development of the:

- updated XP-SWMM model, which was reviewed by the Interagency Hydrology Review Committee and the MnDNR,
- preliminary floodway model (for use by the MnDNR to complete the floodway analysis), and
- preliminary floodplain and floodway mapping (for use by the MnDNR to complete the FEMA mapping)

To date, limited progress has been made by the MnDNR on finalizing the FEMA modeling and mapping for the BCWMC. It may be another year or two until the mapping is finalized and available for use.

Since then, the BCWMC completed updates to the draft FEMA modeling to incorporate additional significant projects and developments from 2018 through 2021. The BCWMC evaluated the Atlas 14 design events following the model updates and generated inundation mapping reflecting this updated modeling. The BCMWC approved the updated model in August 2022, and this is the most current version of the model.

Since the approval of the updated model in 2022, the BCWMC has been working with member communities on compiling information on significant projects and developments from 2022 to present to include in future model updates.

## **2 Transition from XP-SWMM to PC-SWMM**

At the February 7, 2024 TAC meeting, the TAC agreed that the BCWMC should begin to move away from the XP-SWMM modeling platform due to upcoming changes by the software's parent company in licensing and software support, for the following reasons:

- upcoming changes to XP-SWMM licensing that will greatly increase its cost and a shift in how Autodesk/Innovyze (the owner of XP-SWMM) will continue to support the software, beginning in 2025. Autodesk/Innovyze is moving away from making upgrades to XP-SWMM; instead, they are moving to further develop and support ICM ("integrated catchment model"), another H&H model, which is also expensive – similar to the proposed XP-SWMM licensing costs.

- Currently, XPSWMM only sells subscription-based licenses (renting-to-use licenses which cannot be shared between users), rather than standalone licenses that can be shared. For Barr or any other entities (e.g., cities, other consultants) that have standalone XP-SWMM licenses (i.e., dongles or network licenses), these licenses can still be used through the beginning of 2025, but users will not be able to run the most current version of XP-SWMM. In addition, the software cost will jump significantly in 2025.

Barr and some of our other clients have started transitioning to PC-SWMM, which has comparable functionality to XP-SWMM, but at a lower cost.

### **3 Modeling Scope**

#### **3.1 Task 1: Conversion of XP-SWMM to PC-SWMM**

In Task 1, we will convert the current version of the BCWMC model (approved in August 2022) from XP-SWMM to PC-SWMM. Barr has completed this transition from XP-SWMM to PC-SWMM models for other clients and will apply a streamlined procedure for the conversion of the BCWMC model, including modifications to model input parameters to better align results between the two software packages (e.g. modifying weirs lengths or converting to open channels to improve model stability).

Because XP-SWMM and PC-SWMM are different models using slightly different approaches for computing hydrologic and hydraulic processes, the simulation results will differ. Following the conversion to PC-SWMM, we will complete a technical review of the model to check that model elements were properly converted from XP-SWMM to PC-SWMM, will confirm that all water is captured within the model (up to the Atlas 14 500-year design event). We will also evaluate changes to global parameters such as model flow, head tolerances, and model timestep to improve results. No other model adjustments will be made in PC-SWMM or XP-SWMM within this task such that the simulation results are in closer agreement. This would include modifications to subwatersheds, storage, or conveyance within the models (these model adjustments are included in subsequent tasks).

Once water is fully captured and we complete the technical review, we will run the Atlas 14 2-yr, 10-yr, and 100-yr, 24-hour design storm events through the PC-SWMM model. We will compare the resulting peak elevations at nodes throughout the model for both the XP-SWMM and PC-SWMM models for these events and these will be visualized in a figure to show the difference in the 100-year peak elevations at model nodes throughout the model. We will also provide a summary of the BCWMC trunk system flood profile results (similar to Table 2-9 of the current Watershed Management Plan) for both the XP-SWMM and PC-SWMM models for the Atlas 14 2-yr, 10-yr, and 100-year, 24-hour events.

This task assumes one (1) meeting to present the results of the conversion of XP-SWMM to the PC-SWMM model to the BCWMC TAC, followed by one (1) meeting to present the results to the BCWMC.

## **Deliverables:**

- BCWMC Watershed-Wide PC-SWMM Model
- Summary of Atlas 14 design events comparing XP-SWMM and PC-SWMM results for all nodes, including figure showing differences in 100-year peak elevations by nodes between XP-SWMM and PC-SWMM
- Summary of Atlas 14 design events comparing XP-SWMM and PC-SWMM results (similar to Table 2-9)
- One (1) meeting with BCWMC TAC
- One (1) Commission meeting to present results

## **3.2 Task 2: Model Updates**

Once we convert the BCWMC watershed-wide model to PC-SWMM and verify and summarize the results, we will begin incorporating updated information into the PC-SWMM model.

We have already compiled information on significant projects from 2021 through 2022 based on BCMWC plat reviews and CIP projects, and information provided by member communities. At the beginning of Task 2, we will request and compile information from member communities regarding other significant projects implemented in the watershed from 2023 through 2025. Based on the number of projects compiled for 2021-2022, we assume there will be a total of 30 significant project updates from 2021 through 2025. With these significant projects, we will update as necessary the subwatershed divides, conveyance, and storage.

Draft new (2021) LiDAR data is available for the Metro area; however, an official date for when the MnDNR will post-process (hydro-correct) the data and officially finalize the data is unknown. However, we expect that the corrected data will be available for use by the time of model updates in 2025 and assume we will not need to process the data as part of this project.

Using this revised LiDAR data, we will autogenerate subwatershed divides and compare them to the existing subwatershed divides, looking for any major discrepancies in the subwatershed areas. However, we assume that the existing subwatersheds will be close and we can proceed with the existing subwatershed information.

The impervious data used in the development of the Phase 2 model inputs was from 2011. The University of Minnesota has a more recent impervious coverage dataset for the Twin Cities that was flown in 2015. However, these data were not available for use until a year or so later, so were not included in our development of the Phase 2 model. At a minimum, we will update the impervious assumptions for the PC-SWMM watershed divides based on the 2015 impervious dataset and the Phase 2 imperviousness calibration modifications (as applicable to the various model areas). If more current impervious coverage data for the Twin Cities becomes available before the model update begins, we will utilize the most current information available for the watershed at that time.

Additionally, the 2021 LiDAR data will be used to update the surface storage in the PC-SWMM model to better reflect the available storage within the watershed, especially with any changes to storage in the watershed occurring from 2011 through 2021. However, we will need to review the model prior to the update and flag any subsurface storage systems included in the model and any development storage that may have been constructed since the 2021 LiDAR was collected, as this storage should be based on construction plans/information. Also, using this 2021 LiDAR data, we will generate revised average watershed slope data for the subwatershed divides.

This task will include confirmation of water capture for events up to the Atlas 14 500-year event and will also include QAQC of the updated model to make sure the results make sense.

**Deliverables:**

- BCWMC Watershed-Wide PC-SWMM Model, with updated watershed inputs (slope, imperviousness), storage, and conveyance (as needed, based on recent significant projects)

**3.3 Task 3: Recalibration & Evaluation of Atlas 14 Events**

In Task 3, we will re-calibrate the PC-SWMM model to more current flow data. The Phase 2 XP-SWMM model was originally calibrated to 5 flow monitoring locations throughout the watershed. Over the past several years, the BCWMC began a flow monitoring program at several of these same locations.

For this recalibration effort, we expect to use flow data already collected at the following locations and will spend time performing checks of the flow data:

- Plymouth Creek (2022-2023) – BCWMC in partnership with Three Rivers Park District (TRPD)
- North Branch of Bassett Creek (2018-2019) – BCWMC
- Wisconsin Avenue Control Structure Elevation Data (2018-2023) - provided by the City of Golden Valley
- Sweeney Lake Branch (2020-2021) – BCWMC
- Bassett Creek Main Stem – Watershed Outlet Monitoring Program (WOMP) location (2018 - 2023) – BCWMC in partnership with the Metropolitan Council

As part of the calibration and validation effort, we will download and process precipitation data from gages around the watershed and will include the selection of a small storm event to calibrate primarily impervious runoff, a large storm event to calibrate runoff from pervious surfaces, and an intermediate storm event to serve as a validation event to confirm the overall performance of the calibrated model. The events will be selected based on the review of the available flow data for the corresponding locations. PC-SWMM will be used to process NEXRAD data that can be used to better capture the temporal and spatial variability of rainfall across the watershed for the calibration and validation events; this data will be checked against other local precipitation gages surrounding the watershed and scaled as needed. We will spend time performing additional checks of the flow data for the selected calibration and validation events.

We will summarize the calibration of the model at the 5 locations, including plots of the observed and predicted flow data, and calculate the appropriate statistics for the calibration.

Using the calibrated model developed in Task 3, we will evaluate the NOAA Atlas 14 2-yr, 10-yr, and 100-year, 24-hour events. These results will be used to evaluate potential flooding throughout the watershed and along the BCWMC trunk system.

We will develop a summary table of the results of the Atlas 14 2-yr, 10-yr, and 100-year, 24-hour events peak elevations/flows along the trunk system (similar to Table 2-9 of the current Watershed Management Plan). This will compare the current flood profile elevations (resulting from the current approved XP-SWMM model (August 2022)), and the revised Atlas 14 design event results from the updated PC-SWMM model.

This will also include the development of inundation mapping for the results of the Atlas 14 100-year, 24-hour using the results of the revised PC-SWMM model. This mapping will utilize level pool mapping in the upper subwatersheds and main water bodies and the FEMA inundation mapping methodology along the BCWMC creek system. Using this inundation mapping, we will identify the area of changes in flooding and estimate the number of potentially impacted structures within the watershed.

This task assumes one (1) meeting to present the results of the results of the calibration and validation of the model to the BCWMC TAC and presenting the results at one (1) Commission meeting.

**Deliverables:**

- Calibrated BCWMC Watershed-Wide PC-SWMM Model
- Summary of calibration (plots/statistics)
- Summary table of Atlas 14 design storm events
- Inundation mapping of the Atlas 14 100-year, 24-hour event as well as potentially impacted structures within the watershed.
- One (1) meeting with BCWMC TAC
- One (1) Commission meeting to present results

### **3.4 Task 4: Evaluation of Atlas 15 Events**

Using the calibrated model developed in Task 3, we will utilize the NOAA Atlas 15 precipitation frequency estimates in the PC-SWMM model. Based on information from NOAA, we expect the [Atlas 15](#) draft precipitation estimates (update to Atlas 14) will be available in 2025, with the final estimates available in 2026. These estimates will include updates to the design storm events based on historical observations and will also include future climate model projections to generate adjustment factors to apply to the design events.

Similar to past efforts for the BCWMC, we will run the calibrated PC-SWMM model using the following:

- Atlas 15 2-yr, 10-yr, and 100-year, 24-hour events
- Atlas 15 future climate projection for the 100-year, 24-hour events

In this effort, we will evaluate potential flooding throughout the watershed and along the BCWMC trunk system.

We will develop a summary table comparing the results of the Atlas 14 (compiled in Task 3) and Atlas 15 2-yr, 10-yr, and 100-year, 24-hour events and the future climate projection 100-year event for elevations along the trunk system (similar to Table 2-9 of the current Watershed Management Plan). This will compare the current flood profile elevations (resulting from the current approved XP-SWMM model (August 2022)), and the revised Atlas 14 (see Task 3) and Atlas 15 and the future climate results from the updated PC-SWMM model.

This will also include the development of inundation mapping for the results of the Atlas 15 100-year, 24-hour and the future climate model projection using the revised PC-SWMM model. This mapping will utilize level pool mapping in the upper subwatersheds and main water bodies and the FEMA inundation mapping methodology along the BCWMC creek system. Using this inundation mapping, we will identify the area of changes in flooding and estimate the number of potentially impacted structures within the watershed.

This task assumes one (1) meeting to present the results of the results of the Atlas 15 and future climate events to the BCWMC TAC. Additionally, we assume we will hold up to eight (8) virtual meetings with member communities to review results within their individual communities.

#### **Deliverables:**

- Summary table of Atlas 14 (from Task 3) & Atlas 15 design storm and future climate events
- Inundation mapping of the Atlas 15 100-year, 24-hour event and future climate scenario event as well as potentially impacted structures within the watershed.
- One (1) meeting with BCWMC TAC
- Up to eight (8) virtual meetings with individual member communities

### **3.5 Task 5: Reporting and Meetings**

Reporting will include development of a draft report documenting the transition from XP-SWMM to PC-SWMM, updates to and calibration of the PC-SWMM model, and the results of the Atlas 15 events. This will be delivered to the BCWMC Administrator and TAC for review and comment. We assume one (1) meeting to present and discuss draft report with the BCWMC TAC and assume we will make one round of revisions to finalize the report to share with the Commission. We will then present the final report at one (1) Commission meeting. We assume no major revisions will be required following presentation of the final report to the Commission.



**Deliverables:**

- Draft Report (delivered in PDF format)
- One (1) meeting with BCWMC TAC to present draft report
- Final Report (delivered in PDF format)
- One (1) Commission meeting to present final report.

**4 Modeling Budget and Schedule**

The modeling budget and schedule assumes that the modeling project will be completed over a 3-year period, beginning in 2025 and wrapping-up in 2027.

Task	Estimated Cost FY2025	Estimated Cost FY2026	Estimated Cost FY2027	Total Estimated Cost
<b>Task 1: Conversion of XPSWMM to PCSWMM</b>	\$43,500			<b>\$43,500</b>
<b>Task 2: Model Updates</b>	\$60,000	\$45,000		<b>\$105,000</b>
<b>Task 3: Recalibration &amp; Atlas 14 Events</b>		\$57,100		<b>\$57,100</b>
<b>Task 4: Atlas 15/ Future Climate Events<sup>1</sup> &amp; Meetings</b>			\$39,700	<b>\$39,700</b>
<b>Task 5: Reporting</b>			\$32,800	<b>\$32,800</b>
<b>Project Total</b>	<b>\$103,500</b>	<b>\$102,100</b>	<b>\$72,500</b>	<b>\$278,100</b>

1 – Evaluation of Atlas 15 and Future Climate Events will provide information that can be used for planning for future flood mitigation projects within the watershed. There may be funding through other agencies to support this task.

## 5 Potential Funding Opportunities

The BCWMC budget includes an annual line item for XP-SWMM model updates. In 2024, the BCWMC allocated a \$3,000 budget for this item in an ongoing effort to annually compile development and project information from the cities. Once we compile enough significant projects to warrant a full model update, then the BCWMC would allocate a larger budget (about \$15,000 every 3-5 years) to this line item to update the model. The BCWMC's 2024 budget does not include additional funding for this proposed scope of work to transition the watershed wide XP-SWMM model to PC-SWMM or the other proposed updates to the model.

The BCWMC funded the entire Phase II XP-SWMM project (about \$261,000), using the Flood Control Project Long-Term Maintenance Fund, although the Commission's costs were offset by the MDNR's \$93,000 Flood Damage Reduction Grant in 2016. The Commission did not "pay back" the Long-Term Maintenance Fund for the costs paid for the Phase 2 model.

Considering the precedence set for using the Long-Term Maintenance Fund for watershed modeling efforts, it would make sense for the BCWMC to again use the Long-Term Maintenance Fund for the current proposed model transition and update project. The current balance in the Long-Term Maintenance Fund is \$446,000. If the BCWMC uses the fund to pay for the entire model transition and update project, the fund balance would drop to about \$168,000. Although the BCWMC adds \$35,000/year to the Long-Term Maintenance Fund, that annual amount covers the Flood Control Project inspection costs, so there is very little, if any, net accumulation of funds in the account.

We believe that in the short-term, it is acceptable for the Long-Term Maintenance Fund to have a balance of \$168,000, especially considering there are currently no identified Flood Control Project maintenance projects slated to use these funds. However, we do recommend that the BCWMC commission pay back into the fund to recover the costs. The BCWMC could do this over the three years of the project (2025 – 2027) by increasing the annual payments into the fund by about \$90,000, from \$35,000 to about \$125,000 per year for each of those three years. However, these additional payments would be taken from the BCWMC's Operating Budget, so the cities would see this jump in their annual assessments they pay to the Commission. In this case, it would make sense to fund the entire project directly through the BCWMC's annual Operating Budget.

Alternatively, to lower the annual jump in the cities' assessment, we recommend the BCWMC use the Long-Term Maintenance Fund to pay for the model transition and update effort but pay back the funds more slowly. For example, if the BCWMC increased the annual payments into the Long-Term Maintenance Fund by \$55,000, from \$35,000 to \$90,000, it would take 5 years to replenish the account.

The BCWMC could also fund the model transition and update project using the BCWMC's Special Projects Fund (income from BCWMC's long term investments). Although similar to a subwatershed assessment, the modeling project is less directly tied to CIP projects (e.g., the model would likely be used in the subwatershed assessments). Considering the limited funds available in the Special Projects Fund (\$308,000), the high cost of this modeling effort, the use of the Special Projects Fund to pay for the

Medicine Lake TMDL Assessment project (\$85,400), and the need for future subwatershed assessments, we recommend not using this fund to pay for this modeling project. The BCWMC continues to accrue additional investment income for the Special Projects Fund, so the fund balance will fluctuate as the BCWMC spends and accrues funds from month to month.

To help ease the 2025 budget needs, the model transition effort could begin late in 2024 by using the XP-SWMM model updates budget (\$3,000) and the unallocated Surveys and Studies budget (\$15,000).

## **5.1 Potential Grant Opportunities**

We also identified grant funding opportunities that could potentially be used to fund a portion of the proposed work including the following:

- MnDNR [Flood Hazard Mitigation grants](#) – We discussed this grant with MnDNR staff, and they indicated it seems unlikely that this MnDNR grant could be used for this project.
- MPCA climate resiliency planning grants – The implementation grant application period closes in April 2024; however, the MPCA indicated that the planning grant application window may open later in 2024. The planning grant funding is a better fit (more applicable) for this modeling effort than the implementation grant funding.
- FEMA Building Resilient Infrastructure and Communities (BRIC) grants – We reached out to agency contacts to further discuss the BRIC program but have not have the opportunity to discuss it with them yet.





## Bassett Creek Watershed Management Commission

### MEMO

To: BCWMC Commissioners and Alternate Commissioners  
 From: Administrator Jester on Behalf of Plan Steering Committee  
 Date: April 9, 2024

**RE: Plan Steering Committee Update**

Committee Members: Committee Chair Kennedy; Commission Chair Cesnik; Commission Vice Chair Welch; Commissioners Pentel and Hauer; Alternate Commissioners Polzin, Vadali, and Harwell; TAC Members Scharenbroich and Eckman; community member Loomis

The Plan Steering Committee (PSC) continues to develop goals and discuss future BCWMC implementation activities and mechanisms. The table below will be updated each month in order for the PSC to report on plan development progress and discussion topics. The table also includes future work slated for the PSC and associated timelines. All PSC meeting minutes (and other materials) are available to review (after approval at the following PSC meeting) at: [www.bassettcreekwmo.org/document/2025-plan-update](http://www.bassettcreekwmo.org/document/2025-plan-update). As a reminder, the Commission approved the four primary categories, list of issues, and their relative priority last August. (Find the prioritized issues [here](#).)

Month and Year	Plan Steering Committee Work
September 2023 thru February 2024	Developed format for presenting and discussing issue statements, desired future conditions, 10-year goals, potential actions/strategies, and tracking notes.  Developed mission statement: <i>Stewardship of water resources to reduce flood risk and improve watershed ecosystem health.</i>  Developed issue statements and measurable goals addressing: <ul style="list-style-type: none"> <li>• Impaired waters</li> <li>• Chloride loading</li> <li>• Streambank and gully erosion</li> <li>• Lakeshore erosion</li> <li>• Wetland health and restoration</li> </ul> Received update on plan development budget.  Reviewed input from the Plan TAC which met in December 2023.  Planned for January 2024 Commission workshop and responded to input received.  Discussed implementation capacity of Commission.

Month and Year	Plan Steering Committee Work
March 7, 2024	<p>Reviewed and approved updated waterbody classification table; recommended keeping current list of priority waterbodies.</p> <p>Reviewed plan development calendar and timeline.</p> <p>Revisited discussion on future funding and governance structure, acknowledging complicated matter given JPA status and difficulty writing a 10-year plan considering that the future structure or funding of the organization could change . General approach agreed to: 1) get the JPA updated and keep the JPA update simple; 2) engage with cities to gain support for additional staff hours/higher operating budget; 3) build the plan with a tiered approach dependent on staffing and structure; 4) analyze organizational structure early in plan Implementation.</p> <p>There was concern from some that momentum for analyzing organizational structure will wane once new JPA is adopted. PSC members acknowledged that future structure will be further explored within the “organizational effectiveness” category in the coming months and a commission workshop would incorporate this item.</p> <p>Developed issue statements, measurable goals and possible implementation actions for:</p> <ul style="list-style-type: none"> <li>• Aquatic Invasive Species</li> <li>• Groundwater Surface Water Interaction (partial)</li> </ul>
April 3, 2024	<p>Revisited discussion on future funding and governance structure for the Commission. Noted that at March Commission meeting, the topic was introduced but without enough background and written materials. PSC members recommended that they provide something in writing to the Commission soon. Again, the PSC confirmed this topic would be subject of future Commission workshop.</p> <p>Finalized development of issue statements, measurable goals and possible implementation actions for Waterbody and Watershed Quality category including:</p> <ul style="list-style-type: none"> <li>• Groundwater Surface Water Interaction</li> <li>• Degradation of Riparian Areas</li> <li>• Degradation/Loss of Upland Areas</li> <li>• Groundwater Quality</li> </ul> <p>Discussed format and timing for next Plan TAC meeting.</p> <p>Rescheduled June and July meetings.</p>
May 1, 2024	<p>Develop issue statements, measurable goals and possible implementation actions for Climate Resiliency category:</p> <ul style="list-style-type: none"> <li>• Impact of climate change on hydrology, water levels, and flood risk</li> <li>• Bassett Creek Valley Stormwater Management</li> <li>• Groundwater Quantity</li> </ul>

Month and Year	Plan Steering Committee Work
	<p>Review draft mockup of Waterbody and Watershed Quality section.</p> <p>Discuss timing and topics for next Commission workshop</p> <p>Develop issue statements, measurable goals and possible implementation actions for Education and Outreach category:</p> <ul style="list-style-type: none"> <li>• Provide outreach to and develop relationships with diverse communities</li> <li>• Protect recreation opportunities</li> <li>•</li> </ul>
June 12, 2024	<p>Finalize issue statements, measurable goals and possible implementation actions for Education and Outreach category:</p> <ul style="list-style-type: none"> <li>• Provide outreach to and develop relationships with diverse communities</li> <li>• Protect recreation opportunities</li> </ul> <p>Plan for Commission workshop</p> <p>Develop issue statements, measurable goals and possible implementation actions for Organizational Effectiveness category:</p> <ul style="list-style-type: none"> <li>• Organizational assessment of capacity and staffing</li> <li>• BCWMC funding mechanisms</li> <li>• Progress assessment</li> <li>• Projects and programs implemented through a DEI lens</li> <li>• Public ditch management</li> <li>• Carbon footprint of BCWMC projects</li> <li>•</li> </ul>
July 10, 2024	<p>Finalize any remaining statements, measurable goals and possible implementation actions for Organizational Effectiveness (and any other remaining issues)</p>
August 7, 2024	<p>Review draft outreach and education plan</p> <p>Review draft water monitoring plan</p> <p>Plan for Commission workshop</p>
September 4, 2024	<p>Discuss possible revisions to BCWMC development requirements. Possible topics include:</p> <ul style="list-style-type: none"> <li>• Requirements related to winter maintenance and chloride minimization design practices</li> <li>• Changes to linear project standards</li> <li>• Changes to permitted activities in floodplains</li> </ul>
October 2, 2024	<p>Consider policies for addressing various goals. What changes, additions, deletions from 2015 policies are needed?</p>

<b>Month and Year</b>	<b>Plan Steering Committee Work</b>
November 6, 2024	Continue discussion on policies
December 4, 2024	Review updated CIP prioritization metrics to reflect this plan's priority issues. Review potential CIP projects 2026 – 2035.
January 2025	Discuss implementation of plan including CIP implementation and staff capacity.
February 2025	Catch up month for unfinished work from last few months. Plan for Commission workshop
March 2025	Review complete implementation program.
April 2025	Finalize policies and implementation program Review various plan sections Prepare recommendation on complete plan for Commission
May 2025	Review the complete Plan document
May 20 – July 20, 2025	60-day comment period
August 2025	Review comments and discuss draft responses to comments
September 2025	Review and finalize draft responses to comments Plan for public hearing (required per MN Rule 8410) Prepare recommendations to Commission
October 2025	
Nov 1 – Jan 31, 2025	90-day comment period; presentation to BWSR (likely week of Jan 5, 2026); target January 28, 2026 BWSR meeting for approval
February 2026	Final BWSR approval and Commission adoption (5 months past due)

\*Plan TAC = Regular city TAC members plus state and local agencies and other partners



**Bassett Creek Water Management Water and Land Acknowledgement Statement**  
**(03/24/24Draft)**

We acknowledge that the waterways of the Hâhâ Wakpadaŋ, located in Mnisota Makoçe, the homeland of the Dakota peoples, are living waters which are part of a larger living ecosystem.

Historically, the Hâhâ Wakpadaŋ provided material, nutritional, and spiritual sustenance to the Dakota peoples. We acknowledge the forced removal of the Dakota from the lands and waterways that nurtured them as relatives and recognize the environmental degradation that continues in the watershed today.

The living waters of Hâhâ Wakpadaŋ remains significant to the Dakota and other Native peoples, including many who presently live in the watershed. The Bassett Creek Water Management Commission (BCWMC) seeks to identify and integrate Native wisdom by collaborating with Indigenous peoples and communities to reduce the impacts of climate change and improve the ecosystem health for all living beings in the watershed.

Acknowledging the complex past and present traumas and triumphs is a step toward healing for the land, watershed and peoples who live in the watershed 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: April 11, 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) (No change since March), 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 legalcounsel 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) (No change since March):** Repairs to the baffle structure were made in 2017 after anchor weights pulled away from the bottom of the pond and some vandalism occurred in 2016. The city continues to monitor the baffle and check the anchors, as needed. Vegetation around the pond was planted in 2016 and a final inspection of the vegetation was completed last fall. Once final vegetation has been completed, erosion control will be pulled and the contract will be closed. The Commission Engineer began the Schaper Pond Effectiveness Monitoring Project last summer and presented results and recommendations at the May 2018 meeting. Additional effectiveness monitoring is being performed this summer. At the July meeting the Commission Engineer reported that over 200 carp were discovered in the pond during a recent carp survey. At the September meeting the Commission approved the Engineer's recommendation to perform a more in-depth survey of carp including transmitters to learn where and when carp are moving through the system. At the October 2020 meeting, the Commission received a report on the carp surveys and recommendations for carp removal and management. Carp removals were performed through the Sweeney Lake Water Quality Improvement Project. Results were presented at the February 2021 meeting along with a list of options for long term carp control. Commission took action approving evaluation of the long-term options to be paid from this Schaper Pond Project. Commission and Golden Valley staff met in March 2021 to further discuss pros and cons of various options. 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) (No change since March):** 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) (No change since March), 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) (No change since March):** 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 provided a project update at the March meeting. A cooperative agreement with TRPD and Robbinsdale is on this month’s agenda for consideration. 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) (No change since March):** 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 11<sup>th</sup>. 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 March 14 – April 10, 2024**

Subject	Work Progress
<b>CIP and Technical Projects</b>	<ul style="list-style-type: none"> <li>•</li> <li>• <u>Sochacki Park WQ Improvement Project</u>: Reviewed and commented on draft agreement for implementation; corresponded with Commission Attorney and project partners</li> <li>• <u>Sweeney Lake EWM Eradication Project</u>: Continued coordination with Sweeney Lake Assoc, Commission Engineers, and Hennepin County on plans for surveys and treatment of Eurasian watermilfoil on Sweeney Lake and implementation of the Hennepin County AIS Prevention Grant and budget; compiled water temperatures submitted by SLA member and forwarded to Commission Engineer</li> <li>• <u>Bryn Mawr Meadows Water Quality Project</u>: Answered BWSR questions related to final report for CWF grant and helped solve eLINK technical issues</li> </ul>
<b>Education and Outreach</b>	<ul style="list-style-type: none"> <li>• Reviewed meeting materials and participated in West Metro Water Alliance meeting</li> <li>• Inventoried CAMP monitoring equipment; submitted needs list to MCES; stocked bins with new equipment and delivered bins to 10 volunteers</li> <li>• Drafted and sent email to commissioners with events and meetings</li> <li>• Developed agenda and materials for Education Committee meeting including possible 2024 education budget, attended meeting and corresponded with map designer</li> <li>• Drafted and sent Letters of Understand to member cities reporting on 2023 educational activities</li> <li>• Gathered and delivered educational materials for Discover Plymouth event; created one page fact sheet for volunteers’ use</li> <li>• Requested and reviewed proposal for gathering Native content for watershed map and future website; requested development of simple contract for services from Commission Attorney</li> </ul>
<b>Administration</b>	<ul style="list-style-type: none"> <li>• Developed agenda; reviewed invoices and submitted expenses spreadsheet to Plymouth; reviewed bank statements, investment statements and financial report; drafted March meeting minutes; reviewed memos, reports, and documents for Commission meeting; printed and disseminated meeting information to commissioners, staff, and TAC; updated online calendar; drafted meeting follow up email; ordered catering for April Commission meeting</li> <li>• Participated in pre-meeting call with Commission Engineer, Vice Chair Welch, PSC Chair Kennedy, and Chair Cesnik</li> </ul>

	<ul style="list-style-type: none"> <li>• Corresponded with partners and MnDNR re: Medicine Lake Fishery Management Plan</li> <li>• Gathered conflict of interest forms for 2023 audit</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 April 3<sup>rd</sup> TAC meeting; drafted TAC recommendations memo</li> <li>• Provided additional feedback on updated JPA; reviewed Commissioner Welch's comments</li> <li>• Drafted options for 2025 operating budget; developed agenda and materials for Budget Committee meeting and participated in meeting</li> <li>• Participated in Watershed Equity Alliance meeting</li> <li>• Attended meeting of women administrators</li> <li>• Corresponded with Bill Emory (Commissioner Fernando's Policy Aide) and Commissioner Welch re: Bassett Creek Valley next steps; inquired about sale of Pioneer Paper property</li> <li>• Met with SCWMC staff to review cost share program, maintenance levy, and WBIF options</li> <li>• Updated BCWMC grant tracker spreadsheet</li> <li>• Discussed future TMDLs with MPCA staff</li> <li>• Draft 2023 BCWMC Annual Report</li> </ul>
<b>MN Watersheds</b>	<ul style="list-style-type: none"> <li>• Attended MN Association of Watershed Administrators Executive Committee meeting</li> <li>• Assisted with agenda for Metro Watersheds quarterly meeting</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 March PSC meeting</li> <li>• Prepared agenda and assisted with preparing materials for April PSC meeting; attended meeting</li> <li>• Reviewed and edited draft issue statement/goals for climate resiliency issues</li> <li>• Drafted PSC update for April Commission meeting</li> </ul>