



Bassett Creek Watershed Management Commission

Regular Meeting
Thursday, April 17, 2025
8:30 a.m.

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

Listen via Zoom:

<https://plymouthmn-gov.zoom.us/join/9JtZxg6hib82UqHHvF4lft3#/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 20, 2025 Commission Meeting
- B. Acceptance of April Financial Report
- C. Approval of Payment of Invoices
 - i. Keystone Waters, LLC – March 2025 Administration
 - ii. Keystone Waters, LLC – March 2025 Administrative Expenses
 - iii. Barr Engineering – March 2025 Engineering Services
 - iv. Triple D Espresso – April Meeting Catering
 - v. City of Plymouth – March 2025 Accounting Services
 - vi. Kennedy & Graven – Legal Services
 - vii. Stantec – WOMP Services
- D. Approval of Reimbursement Request from City of Golden Valley for DeCola Ponds B & C Improvement Project (BC-2,3,8)
- E. Approval of 2024 BCWMC Annual Report
- F. Approval of Agreement with Metropolitan Council for CAMP Monitoring
- G. Approval of Resolution 25-07 to Not Waive Monetary Limits on Municipal Tort Liability

5. BUSINESS

- A. Receive Report on Medicine Lake Total Maximum Daily Load (TMDL) Status Assessment Project (30 min)
- B. Consider Approval of Scope and Budget for Work on Lost Lake and Northwood Lake TMDLs (20 min)
- C. Consider Approval of TAC Recommendations on 5-year Capital Improvement Program and Set Public Hearing for June (20 min)
- D. Review Draft Agreement with Minneapolis for Bassett Creek Tunnel Maintenance and Inspections (15 min)
- E. Consider Conditional Approval of Grant Agreement with MN Board of Water and Soil Resources for Plymouth Creek Restoration Project Dunkirk Ln to 38th Ave N. and Approval of Sub-Grant Agreement with City of Plymouth

- F. Receive Update on Watershed Plan Development (5 min)
 - i. Minor Revisions to 10-year Goals
 - ii. Plan Progress Tracker
- G. Consider Resolutions for Minnesota Watershed 2026 Legislative Session (5 min)

6. COMMUNICATIONS (15 minutes)

- A. Administrator's Report
 - i. June Meeting Date and Location
 - ii. Update on Watershed Based Implementation Funding
- B. Engineer
- C. Legal Counsel
- D. Chair
- E. Minnesota Watersheds
- F. Commissioners
 - i. Report on Discover Plymouth Event
- G. TAC Members
- H. Committees
 - i. Report on Budget Committee Meeting

7. INFORMATION ONLY (Information online only)

- A. Administrative Calendar
- B. CIP Project Updates www.bassettcreekwmo.org/projects
- C. Grant Tracking Summary and Spreadsheet
- D. WCA Notice, Minneapolis
- E. [BWSR Snap Shots Article on Medley Park Stormwater Improvement Project](#)
- F. [Hennepin County 2024 AIS Accomplishments Report](#)
- G. Applications Open for [Task Force on Future of Minnesota's Water](#)
- H. Public Hearing on Minneapolis Stormwater Management Program
- I. [Dakota Plant Relatives: Discussion with Tanağidan To Win and Family, April 26](#)
- J. [Restoration Projects in Golden Valley Featured on CCX](#)

8. ADJOURNMENT

Upcoming Meetings & Events

- BCWMC Budget Committee Meeting: Tuesday, April 15th, 9:00 a.m., Brookview
- Metro Watersheds Quarterly Meeting: Tuesday, April 15th, 7:00 p.m., Capitol Region Watershed, St. Paul
- Ĥaňá Wakpádan / Bassett Creek Clean Up Event: Saturday, April 19th, 10:00 a.m. – 1:00 p.m., meet at Golden Valley City Hall
- BCWMC Education Committee Meeting: Wednesday, April 23rd, 4:00 p.m., Brookview
- BCWMC Technical Advisory Committee Meeting: Friday, May 2nd, 12:30 – 2:00 p.m., location TBD
- BCWMC Plan Steering Committee Meeting: Wednesday, May 7th, 8:30 a.m., Brookview



Bassett Creek Watershed Management Commission

AGENDA MEMO

Date: April 10, 2025

To: BCWMC Commissioners

From: Laura Jester, Administrator

RE: Background Information for 4/17/25 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 20, 2025 Commission Meeting- **ACTION ITEM with attachment**
 - B. Acceptance of April Financial Report - **ACTION ITEM with attachment**
 - C. Approval of Payment of Invoices - **ACTION ITEM attachments available upon request – I reviewed the following invoices and recommend payment.**
 - i. Keystone Waters, LLC – March 2025 Administration
 - ii. Keystone Waters, LLC – March 2025 Administrative Expenses
 - iii. Barr Engineering – March 2025 Engineering Services
 - iv. Triple D Espresso – April Meeting Catering
 - v. City of Plymouth – March 2025 Accounting Services
 - vi. Kennedy & Graven – Legal Services
 - vii. Stantec – WOMP Services
 - D. Approval of Reimbursement Request from City of Golden Valley for DeCola Ponds B & C Improvement Project (BC-2,3,8) – ACTION ITEM with attachment (full document online) – *This CIP [project](#) was constructed 2019 and 2020 with vegetation restoration continuing through this year including tree replacements due to drought conditions. Construction costs were reimbursed to the City of Golden Valley in 2020. The City is requesting reimbursement for restoration and tree replanting. Staff recommends approval.*
 - E. Approval of 2024 BCWMC Annual Report - **ACTION ITEM with attachment** (full document online) – *The annual report summarizes the work of the Commission in 2024 and is required to be submitted to the MN Board of Water and Soil Resources by the end of April. It will be posted on the BCWMC website as the complete document and with a separate two-page executive summary. I am happy to take feedback and suggested edits.*
 - F. Approval of Agreement with Metropolitan Council for CAMP Monitoring - **ACTION ITEM with attachment** – *Each year, the Commission coordinates this volunteer lake monitoring program in partnership with the Met Council. The program is included in the Commission’s education budget. We have ten volunteers across eight lakes again this year. Staff recommends approval of this agreement which was reviewed by Commission Attorney Anderson.*
 - G. Approval of Resolution 25-07 to Not Waive Monetary Limits on Municipal Tort Liability - **ACTION ITEM with attachment** - *Commission Attorney Anderson recommends the Commission take action (via resolution) to not waive monetary limits on municipal tort liability. This action is taken by annually.*

5. BUSINESS

- A. Receive Report on Medicine Lake Total Maximum Daily Load (TMDL) Status Assessment Project (30 min) – **INFORMATION ITEM with attachment** – *At their meeting in December 2023, the Commission approved a scope and budget for this project using the Commission’s Special Projects fund. This project assesses water quality in Medicine Lake and progress towards meeting State water quality standards relative to the 2010 TMDL study. This project also identifies projects or practices recommended for future implementation. The results presented here should be discussed by the Commission and considered for inclusion in the 2026 Watershed Management Plan.*
- B. Consider Approval of Scope and Budget for Work on Lost Lake and Northwood Lake TMDLs (20 min) – **ACTION ITEM with attachments** – *At the request of Commission staff, the MN Pollution Control Agency (MPCA) has agreed to complete TMDL studies for Lost and Northwood Lakes which are impaired due to high nutrients. After several discussions with MPCA staff and Commission Engineers, the attached “agreement” from MPCA was submitted and approved by MPCA leadership. While the MPCA has funding to complete TMDL calculations with existing data, Commission Engineers recommend updating the P8 pollutant model and collecting sediment cores to improve TMDL accuracy. Staff recommends approval of the scope and budget from the Commission Engineer for this work to be funded from the Commission’s Special Projects fund and direction to cooperate with MPCA on the TMDL projects, including communication and outreach to affected cities, other MS4s and residents/lake groups.*
- C. Consider Approval of TAC Recommendations on 5-year Capital Improvement Program and Set Public Hearing for June (20 min) – **ACTION ITEM with attachment** – *At their meetings in February and March, the TAC reviewed the 5-year CIP and developed recommendations for the Commission’s consideration. If the TAC’s recommendation is approved, the Commission should set a public hearing for June 18th to get feedback on the minor plan amendment that would be needed to incorporate a new project into the existing CIP.*
- D. Review Draft Agreement with Minneapolis for Bassett Creek Tunnel Maintenance and Inspections (15 min) – **DISCUSSION ITEM with attachment** – *The Bassett Creek Tunnel is a significant piece of infrastructure with construction completed in 1992. Although the City of Minneapolis owns the tunnel, the BCWMC has performed inspections in cooperation with the city since its construction and is slated to perform maintenance projects such as the upcoming Double Box Culvert Repair Project (2026). Collaboration between the city and the BCWMC on maintenance, inspections, and review of projects impacting the tunnel is common practice but should be formalized through an agreement. Commission staff (including Attorney Anderson, Engineer Herbert, and me) worked with Minneapolis attorneys and staff to develop such an agreement. The attached agreement is still in draft form as multiple exhibits and descriptions are not yet complete. However, now is a good time for commissioners to review and discuss the provisions of the agreement which will be presented by Attorney Anderson at this meeting.*
- E. Consider Conditional Approval of Grant Agreement with MN Board of Water and Soil Resources for Plymouth Creek Restoration Project Dunkirk Ln to 38th Ave N. and Approval of Sub-Grant Agreement with City of Plymouth (10 min) – **ACTION ITEM with attachments** – *At their meeting in September, the Commission approved an agreement with the City of Plymouth to design, construct, and maintain this CIP project. In December the Commission was notified that a \$400,000 Clean Water Fund grant was awarded for this project. A grant agreement with the BWSR is attached here and was reviewed by Commission Attorney Anderson. Attorney Anderson also drafted the attached sub-grant agreement with the City of Plymouth to ensure the city adheres to the provisions of the grant agreement. Staff recommends approval*

of the sub-grant agreement with Plymouth and approval of the grant agreement with BWSR conditioned on the city's approval of the sub-grant agreement (which is slated for city council consideration later this month).

- F. Receive Update on Watershed Plan Development (5 min) – **INFORMATION ITEM with attachments** – *The Plan Steering Committee (PSC) continues to review and discuss various sections of the draft plan. Please note the next Commission Workshop on plan development is scheduled for your May meeting and feedback from communities on the draft plan will be sought in June. The attached plan progress tracker shows progress to date and upcoming items for the PSC. Additionally, the PSC recommends minor revisions to some goals in the Organizational Effectiveness category resulting from input received from the Plan TAC group – see tracked changes attached.*
 - i. Minor Revisions to 10-year Goals
 - ii. Plan Progress Tracker
- G. Consider Resolutions for Minnesota Watershed 2026 Legislative Session (5 min) – **INFORMATION ITEM with attachment** (complete document online) – *With the change to the Minnesota Watershed's legislative process, proposed resolutions for the 2026 legislative session are due June 2, 2025. Commissioners or alternates are welcome to bring ideas for resolutions to the Commission for discussion at this meeting or the May meeting. See attached for more information or contact me to discuss further.*

6. COMMUNICATIONS (15 minutes)

- A. Administrator's Report
 - i. June Meeting Date and Location
 - ii. Update on Watershed Based Implementation Funding
- B. Engineer
- C. Legal Counsel
- D. Chair
- E. Minnesota Watersheds
- F. Commissioners
 - i. Report on Discover Plymouth Event
- G. TAC Members
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- BCWMC Plan Steering Committee Meeting: Wednesday, May 7th, 8:30 a.m., Brookview
- BCWMC Regular Meeting and Plan Development Workshop: Thursday, May 15th, 8:30 a.m., Golden Valley City Hall



Bassett Creek Watershed Management Commission

DRAFT Minutes of Regular Meeting
Thursday, March 20, 2025
8:30 a.m.
7800 Golden Valley Rd., Golden Valley MN

1. CALL TO ORDER and ROLL CALL

On March 20, 2025 at 8:31 a.m. Chair Cesnik called the Bassett Creek Watershed Management Commission (Commission) to order.

Commissioners, city staff, and others present

City	Commissioner	Alternate Commissioner	Technical Advisory Committee Members (City Staff)
Crystal	Joan Hauer	Terri Schultz <i>online</i>	<i>Absent</i>
Golden Valley	Paula Pentel	<i>Vacant</i>	Eric Eckman, Drew Chirpich
Medicine Lake	Clint Carlson	Shaun Kennedy	<i>Absent</i>
Minneapolis	Jodi Polzin	<i>Vacant</i>	Liz Stout
Minnetonka	<i>Vacant</i>	<i>Absent</i>	Leslie Yetka, <i>online</i>
New Hope	Jere Gwin-Lenth	Jen Leonardson	Nick Macklem
Plymouth	Catherine Cesnik	<i>Absent</i>	Ben Scharenbroich
Robbinsdale	Wayne Sicora	<i>Vacant</i>	Jenna Wolf
St. Louis Park	RJ Twiford	David Johnston	Erick Francis
Administrator	Laura Jester, Keystone Waters, LLC		
Engineers	Stephanie Johnson and Jessica Olson – Barr Engineering Co.		
Recording Secretary	<i>Vacant Position</i>		
Legal Counsel	Dave Anderson, Kennedy & Graven		
Guests/Public	Winston Wildebush, Graffiti Mill LLC		

2. PUBLIC FORUM ON NON-AGENDA ITEMS

None.

3. APPROVAL OF AGENDA

Administrator Jester requested the addition of an agenda item to consider approval of the Commitment of Funds Related to FEMA Grant

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

4. CONSENT AGENDA

Item 4A was removed from the consent agenda.

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

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

- Acceptance of March Financial Report
- Approval of Payment of Invoices
 - Keystone Waters, LLC – February 2025 Administration
 - Keystone Waters, LLC – February 2025 Administrative Expenses
 - Barr Engineering – February 2025 Engineering Services
 - Triple D Espresso – March Meeting Catering
 - City of Plymouth – February 2025 Accounting Services
 - Kennedy & Graven – Legal Services
 - Stantec – WOMP Services
 - Shingle Creek WMC – 2025 West Metro Water Alliance
- Approval of Work Plan from Bolton & Menk for AIS Detection Training
- Approval of Reimbursement Request from City of Golden Valley for Medley Park Stormwater Improvement Project (ML-12)
- Approval of Resolution of Appreciation for Bob Stamos

Items A. Approval of Minutes – February 20, 2025

Administrator Jester noted two revisions needed in the minutes to correct the number of votes approving agenda items 6G and 6H.

MOTION: Commissioner Gwin-Lenth moved to approve the February meeting minutes as amended. Commissioner Carlson seconded the motion. Upon a vote the motion carried 8-0 with the City of Minnetonka absent from the vote.

5. BUSINESS

A. Consider Approval of Contract with Barr Engineering

Administrator Jester reminded the commissioners that at the February meeting they reviewed the performance evaluation for Barr Engineering and letters of interest proposals from Barr Engineering and MNL. She noted the Commission Attorney reviewed this contract with Barr Engineering for continued engineering services and she recommends approval. Commissioner Carlson noted that Barr does excellent work for the Commission but that their contract is a significant part of the Commission's budget. He's concerned about budgets and high costs in this time of economic uncertainty. He noted the need for flexibility in budgets and the potential need for alternative, lower cost options. Administrator Jester noted that the Commission is not precluded from requesting proposals from different engineering firms for specific projects or studies. There was discussion about how Barr is a large company with varying staff levels and billing rates, which allows for some flexibility. Commission Engineer Johnson acknowledged concerns with budgets and noted they use staff with lower bill rates when possible. Commissioner Hauer noted Barr's vast expertise and knowledge of the watershed and their role in helping to manage costs. Commissioner Gwin-Lenth agreed with Commissioner Carlson on current financial insecurity and noted the Commission should critically review and understand their work to better manage the overall engineering budget. It was also noted that prior to having an administrator 15 years ago, the Commission Engineer did more administrative work along with much time and assistance from the Commission Chair.

MOTION: Commissioner Twiford moved to approve the contract with Barr Engineering. Commissioner Gwin-Lenth seconded the motion. Upon a vote the motion carried 8-0 with the City of Minnetonka absent from the vote.

B. Consider Approval of Engineering Services Scope and Budget for Bassett Creek Restoration Project Regent Ave. to Golden Valley Rd. (CR-M 2024)

Administrator Jester reminded commissioners that at the November 2024 meeting, they approved an agreement with the City of Golden Valley for the implementation of this project. She noted the agreement included a provision for the Commission to provide engineering services, including project design. She reported the budget is in line with the budget outlined in the feasibility study and that funding for the design and engineering services will come from CIP funds collected for this project.

Commission Engineer Johnson reviewed the proposal and acknowledged that this is a big project with over a mile of stream restoration, resulting in a significant budget needed for engineering services. She walked through the various components of the proposal including design, permitting, developing bid documents, performing construction observation and environmental oversight. She noted the design would follow the typical milestones of 50% and 90% designs being reviewed and approved by the Commission before moving forward. She noted that securing permits will be a big job, and that a detailed survey of the whole stream corridor is needed to design specific restoration techniques in each specific area. Finally, Engineer Johnson reported that a contingency budget is requested to address potential contamination if it is discovered.

Commission Engineer Johnson reported that Commission Engineers would work closely with city staff and Administrator Jester on public engagement. There was discussion about public engagement, including what outreach has already taken to inform residents and what might be needed moving forward. Golden Valley TAC member Eckman indicated that city staff would be re-engaging with residents early in the design process and again at the 90% design phase. In response to a question, TAC member Eckman noted that city staff does track their time working on the project and may request reimbursement. Commission Attorney Anderson noted that some of the outreach to residents will be about property boundaries and easements; and that the city needs appropriate permissions and rights to work on private property.

There was concern that the schedule for design seems tight, especially given the time it may take for permitting. TAC member Eckman reported that even if the construction schedule slips by one year, there is little risk to the project although construction costs may be higher. He noted, if needed, the project could be constructed in phases over more than one construction season.

There was a discussion about the contingency budget, how Commission Engineers would manage the costs and develop a scope for use of the contingency funds, if needed. Administrator Jester reminded commissioners that the scope of work would be approved as a not to exceed amount and the contingency funds would also be based on a not to exceed amount. TAC member Eckman noted that the contingency budget was based on past projects and that it's common to have a contingency budget for these types of projects.

MOTION: Commissioner Pentel moved to approve the scope and budget for the engineering services and contingency budget for the Bassett Creek Restoration Project Regent Av. To Golden Valley Rd. Commissioner Hauer seconded the motion. Upon a vote the motion carried 8-0 with the City of Minnetonka absent from the vote.

C. Consider Approval of Reimbursement Agreement for Preliminary Discussions on Fruen Mill Redevelopment

Chair Cesnik asked audience member Winston Wildebush to reintroduce himself. Mr. Wildebush said he is a long-time resident of the Bryn Mawr Neighborhood and is working with the Fruen Mill owner on a redevelopment project on the site. He noted that the site is very complicated with many floodplain issues and the potential need for variances. He indicated that the owner has agreed to reimburse the Commission for the Commission Engineer's expenses in helping to address floodplain issues.

Administrator Jester clarified that the Commission Engineer is not assisting with design of the site but continues to answer questions about BCWMC requirements and development within the floodplain. She reminded commissioners that the Commission can only charge a review fee once an actual development application is submitted. She noted that this scenario of being reimbursed for expenses incurred before a formal application is not without precedent. She noted the Commission had similar agreements with the Metropolitan Council during the pre-application period of the Southwest LRT and Blue Line LRT.

In response to a question about proposed uses of the site, Mr. Wildebush reported that the owner has designed and opened destination hospitality experiences around the world and that he works to repurpose historical structures with adaptive reuse. He reported the Fruen Mill would not be demolished with this design and that they are hoping to reduce the hardscape of the entire site. Commissioner Sicora applauded the early engagement with the Commission.

MOTION: Commissioner Sicora moved approval of the reimbursement agreement. Commissioner Twiford seconded the motion. Upon a vote the motion carried 8-0 with the City of Minnetonka absent from the vote.

D. Consider Approval of Scope of Work for Bassett Creek Valley Floodplain and Stormwater Management Study Update and Reimbursement Agreement with Minneapolis

Administrator Jester provided background noting that in 2019, the Commission and the City of Minneapolis partnered on a floodplain feasibility study within the Bassett Creek Valley (Bassett Creek Valley Floodplain and Stormwater Management Study). She reported the study goals were to identify opportunities to provide flood storage, improve water quality, and bring regional amenities to the area. She acknowledged that much has changed since 2019 and that city and commission staff wish to have the study updated with current information in order to advance discussions on next steps for implementing large scale changes in the Valley. She also reported that because of mutual interests, costs to update the study are proposed to be shared. She said the city agrees to pay 75% of the project costs (up to \$64,050) and the Commission would be responsible for 25% of the costs or up to \$21,350. She noted that Commission funding could come from the Special Projects Fund.

Commission Engineer Johnson gave an overview of the tasks associated with the proposed study update project. She noted the intent of the project is to 1) re-engage partners and bring new partners to the table including the city's community development staff, and 2) update the technical information found in the original study. She noted this is not a full-scale feasibility study. There were questions about the status of the city's impound lot. Minneapolis TAC member Stout reported that the city continues to discuss the impound lot and there is some reluctance to move the whole lot but that its footprint may be reduced.

There was a brief discussion about the current industrial landuse in the area. It was noted there has not been a clear solution identified for the area due to the numerous challenges including expansive floodplain and historical contamination. Commissioners recognized the partnership with the city on an updated study is a good next step.

MOTION: Commissioner Pentel moved to approve the scope of work and reimbursement agreement with the City of Minneapolis. Commissioner Hauer seconded the motion. Upon a vote the motion carried 8-0 with the City of Minnetonka absent from the vote.

E. Consider Agreement and Scope of Work from Bolton & Menk for Chloride Reduction Strategies in Parkers Lake Subwatershed

Administrator Jester provided background noting that at the meeting in November 2023, the Commission received an analysis of methods and associated costs for chloride extraction from Parkers Lake in Plymouth as part of the Parkers Lake Chloride Reduction CIP Project (PL-7). She reported that at that meeting the Commission directed staff to work with the City of Plymouth to develop a holistic approach to reducing chloride sources in the lake's NE subwatershed. Since then, she noted that staff have been working to identify and provide outreach/education to several properties in the subwatershed, mostly through the West Metro Water Alliance staff person (a position shared with Hennepin County). She reported that in order to advance this outreach further, she and city staff and Hennepin County staff recommend hiring Bolton & Menk to evaluate salt storage, equipment, and salting practices for four properties in the subwatershed. She reviewed the scope of work and contract with Bolton and Menk and recommended approval with funding to come from the Parkers Lake Chloride Reduction Project CIP budget.

There were questions about whether or not the properties (two of which are private winter maintenance contractors) are cooperating with the project. Administrator Jester noted that WMWA staff had been in contact with one of the companies and that part of the work of Bolton and Menk will be to contact and engage with the companies. She also noted there is no enforcement of regulations or ordinances involved with this project, only outreach, site assessment, and education. As one of the properties is a MnDOT property, it was noted that another

MnDOT property in Golden Valley could also be assessed for salt management practices in the future.

MOTION: Commissioner Hauer moved approval of the scope, budget, and contract with Bolton and Menk. Commissioner Carlson seconded the motion. Upon a vote the motion carried 8-0 with the City of Minnetonka absent from the vote.

F. Reschedule June Commission Meeting

Administrator Jester noted that because the third Thursday of June falls on the Juneteenth state holiday, it will need to be moved.

MOTION: Commissioner Twiford moved to reschedule the June BCWMC meeting to June 18th at 8:30 a.m. at a location to be determined. Commissioner Pentel seconded the motion. Upon a vote the motion carried 8-0 with the City of Minnetonka absent from the vote.

G. Commitment of Funds Related to FEMA Grant

Administrator Jester and Commission Engineer Johnson reminded commissioners that they are seeking FEMA grant funds for the hydrologic and hydraulic update and conversion project as directed by the Commission in April 2024. They reported that the state agency in charge of soliciting and coordinating the grant applications recently officially invited the BCWMC to apply for the funds (after receiving a pre-proposal last year). It was noted the H&H project has not yet begun because staff was waiting to hear about potential grant funding (which typically would not cover work already done). Administrator Jester reviewed the resolution delegating a sub-grant agreement and the commitment of match funding which were both reviewed/edited by Commission Attorney Anderson. She recommended approval.

MOTION: Commissioner Carlson moved approval of the delegation authority resolution and commitment of funds. Commissioner Pentel seconded the motion. Upon a vote the motion carried 8-0 with the City of Minnetonka absent from the vote.

[Chair Cesnik called a 5-minute break.]

6. COMMUNICATIONS

- A. Administrator's Report
 - i. Northwood and Lost Lake TMDL status – The Commission is likely to review a proposed scope of work and budget for activities related to these two TMDLs at the April meeting.
- B. Engineer
 - i. Additional Information on Double Box Culvert Feasibility Study - Commission Engineer Johnson responded to questions raised at the March meeting about the potential need to test material to be removed during repairs of the Double Box Culvert. She noted the deposits being removed will not have originated from the watershed, but rather through cracks and groundwater seepage in the walls of the tunnel and will not need testing for contaminants.
 - ii. Letter to County on Parcel Shift to ECWMC – A letter was sent to Hennepin County formally requesting that a parcel known to be in the Elm Creek Watershed (but incorrectly identified as being in the BCMWC by Hennepin County) be assigned to the appropriate watershed in county tax parcels.
- C. Legal Counsel – No report
- D. Chair – No report
- E. Minnesota Watersheds – Alternate Commissioner Kennedy gave information on the purpose of the special meeting in St. Cloud related to reorganizing the process for gathering and deciding on legislative resolutions.
- F. Commissioners – Alternate Commissioner Kennedy reported on the recent Plan Steering Committee meeting including progress made on plan development and another Commission workshop, likely in May.
- G. TAC Members – Members reported on upcoming events including the Discover Plymouth Event
 - i. St. Louis Park Annual Stormwater Pollution Prevention Program Open House
 - ii. Ĥaňá Wakpádaŋ /Bassett Creek Watershed Cleanup April 19 – Administrator Jester asked for volunteers to table at this event.
- H. Committees

- i. Report on Budget Committee Meeting – Committee Chair Polzin reported that the committee met with Plymouth accounting staff, discussed roles and responsibilities, and discussed possible fiscal policies.

1. INFORMATION ONLY (Information online only)

- A. Administrative Calendar
- B. CIP Project Updates www.bassettcreekwmo.org/projects
- C. Grant Tracking Summary and Spreadsheet
- D. WCA Notices, Plymouth and Minneapolis
- E. Metro Watersheds 2024 Annual Report

7. ADJOURNMENT – The meeting adjourned at 10:31 a.m.

DRAFT



Bassett Creek Watershed Management Commission

MEMO

To: BCWMC Commissioners
From: Administrator Jester
Date: April 10, 2025

RE: Invoices for April 17th BCWMC Meeting

I have reviewed the invoices listed below and attached here and I recommend payment by the Bassett Creek Watershed Management Commission at the April 17, 2025 regular meeting:

Vendor	Service	Amount
Keystone Waters, LLC	March 2025 Administration	\$5,518.50
Keystone Waters, LLC	March 2025 Administrative and Education Expenses	\$505.04
Barr Engineering	March 2025 Engineering Services	\$57,994.60
Triple D Espresso	April Meeting Catering	\$197.53
City of Plymouth	March Accounting Services	\$1,374.00
Kennedy & Graven	Legal Services	\$3,321.50
Stantec	WOMP Services	\$2,467.10

Bassett Creek Watershed Management Commission						
Statement of Financial Position as of 03/31/2025						
Unaudited				400	100	
				Capital Improvement Projects	General Fund	TOTAL
ASSETS						
Current Assets						
Checking/Savings						
	•	102 • 4MP Fund Investment	3,501,986.62	473,006.55	3,974,993.17	
	•	103 • 4M Fund Investment	4,224,755.71	1,182,089.86	5,406,845.57	
		104 • US Bank Checking	0.00	-395.06	-395.06	
Total Checking/Savings				7,726,742.33	1,654,701.35	9,381,443.68
Accounts Receivable						
	•	111 • Accounts Receivable	0.00	0.00	0.00	
	•	112 • Due from Other Governments	0.00	0.00	0.00	
	•	113 • Delinquent Taxes Receivable	22,306.08	0.00	22,306.08	
Total Accounts Receivable				22,306.08	0.00	22,306.08
Other Current Assets						
	•	114 • Prepays	0.00	3,294.00	3,294.00	
	•	116 • Undeposited Funds	0.00	0.00	0.00	
Total Other Current Assets				0.00	3,294.00	3,294.00
Total Current Assets				7,749,048.41	1,657,995.35	9,407,043.76
TOTAL ASSETS				7,749,048.41	1,657,995.35	9,407,043.76
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accounts Payable						
	•	211 • Accounts Payable	28,890.21	76,961.67	105,851.88	
Total Accounts Payable				28,890.21	76,961.67	105,851.88
Other Current Liabilities						
	•	212 • Unearned Revenue	150,000.00	0.00	150,000.00	
	•	251 • Unavailable Rev - property tax	22,306.08	0.00	22,306.08	
Total Other Current Liabilities				172,306.08	0.00	172,306.08
Total Current Liabilities				201,196.29	76,961.67	278,157.96
Total Liabilities				201,196.29	76,961.67	278,157.96
Equity						
	•	311 • Nonspendable prepaids	0.00	3,294.00	3,294.00	
	•	312 • Restricted for improvements	4,562,582.00	0.00	4,562,582.00	
	•	314 • Res for following year budget	0.00	149,700.00	149,700.00	
	•	315 • Unassigned Funds	0.00	256,519.07	256,519.07	
	•	32000 • Retained Earnings	3,135,157.91	620,746.98	3,755,904.89	
Net Income				-149,887.79	550,773.63	400,885.84
Total Equity				7,547,852.12	1,581,033.68	9,128,885.80
TOTAL LIABILITIES & EQUITY				7,749,048.41	1,657,995.35	9,407,043.76

Bassett Creek Watershed Management Commission									
Actual vs Budget Year to Date Comparison - General Fund									
3/31/2025									
Unaudited									
				Annual Budget	March	April	Year to Date	Budget Balance	
Ordinary Income/Expense									
	Income								
		411 • Assessments to Cities		662,888.00	177,156.00	0.00	182,007.00	480,881.00	
		412 • Project Review Fees		70,600.00	5,500.00	0.00	5,500.00	65,100.00	
		413 • WOMP Reimbursement		5,000.00	0.00	0.00	0.00	5,000.00	
		414 • Grants		0.00	0.00	0.00	0.00	0.00	
		415 • Investment earnings		44,000.00	34,417.97	0.00	65,283.02	-21,283.02	
		416 • Transfer from CIP and LT Accounts		50,570.00	0.00	0.00	0.00	50,570.00	
		Total Income		833,058.00	217,073.97	0.00	252,790.02	580,267.98	
	Expense								
		1000 • Engineering							
		1010 • Technical Services		133,000.00	18,206.00	16,818.00	35,024.00	97,976.00	
		1020 • Development/Project Reviews		82,500.00	7,731.00	1,857.00	9,588.00	72,912.00	
		1030 • Non-fee and Preliminary Reviews		23,000.00	1,654.50	1,001.00	2,655.50	20,344.50	
		1040 • Commission and TAC Meetings		10,700.00	1,594.50	881.50	2,476.00	8,224.00	
		1050 • Surveys and Studies		7,000.00	0.00	0.00	0.00	7,000.00	
		1060 • Water Quality / Monitoring		133,500.00	7,660.30	3,513.00	11,173.30	122,326.70	
		1070 • Water Quantity		8,250.00	819.10	598.00	1,417.10	6,832.90	
		1080 • Annual Flood Control Inspection		45,000.00	5,558.00	1,177.50	6,735.50	38,264.50	
		1090 • Municipal Plan Review		2,000.00	0.00	0.00	0.00	2,000.00	
		1100 • Watershed Outlet Monitoring Program		29,300.00	1,334.42	2,467.10	3,801.52	25,498.48	
		1110 • Annual XP-SWMM Model Updates		0.00	0.00	0.00	0.00	0.00	
		1120 • APM/AIS Work		40,000.00	0.00	0.00	0.00	40,000.00	
		Total 1000 • Engineering		514,250.00	44,557.82	28,313.10	72,870.92	441,379.08	
		2000 • Plan Development							
		2010 • Next Gen Plan Development		75,000.00	11,605.00	7,763.50	19,368.50	55,631.50	
		Total 2000 • Plan Development		75,000.00	11,605.00	7,763.50	19,368.50	55,631.50	
		3000 • Administration							
		3010 • Administrator		75,088.00	5,869.50	4,348.50	10,218.00	64,870.00	
		3015 • Additional Staff		10,000.00	0.00	0.00	0.00	10,000.00	
		3020 • MAWD Dues		7,500.00	0.00	0.00	7,500.00	0.00	
		3030 • Legal		24,300.00	978.00	3,321.50	4,299.50	20,000.50	
		3040 • Financial Management		18,150.00	1,416.78	1,374.00	2,837.89	15,312.11	
		3050 • Audit, Insurance & Bond		22,000.00	0.00	0.00	0.00	22,000.00	
		3060 • Meeting Catering		2,200.00	197.53	197.53	592.59	1,607.41	
		3070 • Administrative Services		4,015.00	227.06	193.00	420.06	3,594.94	
		Total 3000 • Administration		163,253.00	8,688.87	9,434.53	25,868.04	137,384.96	
		4000 • Education							
		4010 • Publications / Annual Report		1,300.00	0.00	64.50	64.50	1,235.50	
		4020 • Website		12,000.00	0.00	0.00	0.00	12,000.00	
		4030 • Watershed Education Partnership		14,850.00	15,000.00	15,000.00	33,500.00	-18,650.00	
		4040 • Education and Public Outreach		27,000.00	0.00	312.04	420.43	26,579.57	
		4050 • Public Communications		1,200.00	0.00	0.00	0.00	1,200.00	
		Total 4000 • Education		56,350.00	15,000.00	15,376.54	33,984.93	22,365.07	
		5000 • Maintenance							
		5010 • Channel Maintenance Fund		25,000.00	0.00	0.00	0.00	25,000.00	
		5020 • Flood Control Project Long-Term		35,000.00	0.00	0.00	0.00	35,000.00	
		Total 5000 • Maintenance		60,000.00	0.00	0.00	0.00	60,000.00	
		6000 • Special Projects							
		6010 • Medicine Lake TMDL Assess		31,033.00	12,882.50	8,175.00	21,057.50	9,975.50	
		6020 • Street Sweeping Prioritization Project		48,494.00	1,847.50	6,949.50	8,797.00	39,697.00	
		6030 • Bassett Creek Valley Floodplain Study		85,400.00	0.00	949.50	949.50		
		Total 6000 • Special Projects		79,527.00	14,730.00	16,074.00	30,804.00	48,723.00	
		Total Expense		948,380.00	94,581.69	76,961.67	152,092.39	716,760.61	

Bassett Creek Watershed Management Commission									
Actual vs Budget Year to Date Comparison - Construction in Progress									
3/31/2025									
Unaudited									
Expense		Project Budget	March	April	Year to Date	Inception to Date Expense	Remaining Budget		
• 1000 • Engineering		0.00	0.00	0.00	0.00	0.00	0.00		0.00
• 2024CR-M • CIP-BS Main Stem Restore		1,941,000.00	0.00	6,282.50	6,282.50	104,461.89	1,836,538.11		
• 2026CR-P • Plymouth Creek Restor Dunk 38th		2,600,000.00	0.00	0.00	0.00	108,261.58	2,491,738.42		
• BC-12 • CIP-CostShare Pur High Eff St S		150,000.00	0.00	0.00	0.00	2,500.00	147,500.00		
• BC-14 • CIP-Sochacki Pk Wter Quality Im		600,000.00	0.00	0.00	0.00	7,500.00	592,500.00		
• BC-238 • CIP-DeCola Ponds B&C		1,600,000.00	0.00	19,473.61	19,473.61	1,527,458.92	72,541.08		
• BC-2381 • CIP-DeCola Ponds/Wildwood Pk		1,300,000.00	0.00	0.00	0.00	84,049.39	1,215,950.61		
• BC-5 • CIP-Bryn Mawr Meadows		1,835,000.00	0.00	0.00	0.00	755,689.56	1,079,310.44		
• BC-7 • CIP-Main Stem Lagoon Dredging		2,759,000.00	0.00	0.00	0.00	1,589,533.34	1,169,466.66		
• BCP-2 • CIP- Basset Cr Pk & Winnetka		1,123,351.00	0.00	0.00	0.00	1,075,698.32	47,652.68		
• ML-12 • CIP-Medley Park Stormwater		1,500,000.00	118,890.48	0.00	118,890.48	1,358,137.20	141,862.80		
• ML-20 • CIP-Mount Olive Stream Restore		178,100.00	0.00	0.00	0.00	178,100.00	0.00		
• ML-21 • CIP-Jevne Park Stormwater Mgmt		500,000.00	0.00	0.00	0.00	56,390.75	443,609.25		
• ML-22 • CIP-Ponderosa Wood Strm Restora		352,000.00	0.00	0.00	0.00	72,657.31	279,342.69		
• NL-2 • CIP-Four Seasons Mall		990,000.00	0.00	0.00	0.00	209,680.56	780,319.44		
• PL-7 • CIP-Parkers Lake Stream Restore		485,000.00	0.00	0.00	0.00	237,566.62	247,433.38		
• SL-3 • CIP-Schaper Pond		612,000.00	652.50	250.00	902.50	539,432.46	72,567.54		
• SL-8 • CIP-Sweeney Lake WQ Improvement		568,080.00	0.00	0.00	0.00	568,064.13	15.87		
• TW-2 • CIP-Twin Lake Alum Treatment		163,000.00	0.00	0.00	0.00	91,037.82	71,962.18		
• CL-4 • CIP-Crane Lake Chloride Reduction Project		0.00	1,454.60	2,711.60	4,166.20	55,936.64	-55,936.64		
• FCP-1 • CIP-Flood Control Project Double Box Culvert Rep		0.00	0.00	172.50	172.50	172.50	-172.50		
Total Expense		19,256,531.00	120,997.58	28,890.21	149,887.79	8,622,156.49	10,634,374.51		
Net Ordinary Income		-19,256,531.00	-120,997.58	-28,890.21	-149,887.79	-8,622,156.49	-10,634,374.51		

Bassett Creek Watershed Management Commission
Long Term Accounts - General Fund

Unaudited

[illegible]

March 14, 2025

Item 4D.
BCWMC 4-17-25
Full documentation online



7800 Golden Valley Road
Golden Valley, MN 55427

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

Subject: DeCola Ponds B and C Improvement Project (City Project 18-06)
BCWMC Project #BC-2, 3, 8
Reimbursement Request 3

Consistent with the terms of the Cooperative Agreement for this project, the City of Golden Valley is requesting reimbursement for eligible costs incurred by the City during the design and construction of the subject project. Enclosed is an invoice from the City of Golden Valley for Reimbursement Request 3 in the amount of **\$19,473.61**.

As you may recall, 50% of the project was funded by the Minnesota Department of Natural Resources (MnDNR) Flood Damage Reduction grant through an appropriation by the Minnesota State Legislature. The BCWMC funded up to \$1.6 million of the local share of the project, less Commission expenses. Hennepin County and the City of Golden Valley contributed up to \$700,000 for the remaining local share. The City paid the upfront costs of the project and requested reimbursement as project milestones were reached.

Restoration, planting, and vegetation establishment was completed in 2023. Tree replanting was completed in 2024 and the warranty expires in June 2025.

Reimbursement Request 3

2024 Tree Replanting

Precision Landscaping & Construction	\$ 19,473.61
Total	\$ 19,473.61

Summary of Reimbursement Requests

Request 1	\$ 787,615.09	(paid)
Request 2	\$ 603,772.66	(paid)
Request 3	\$ 19,473.61	(pending)
Total	\$1,410,861.36	

With all work complete and no additional reimbursement requests anticipated, staff will prepare a final report for the project. Thank you and the BCWMC for supporting this important flood mitigation and water quality improvement project. If you have any questions, please contact me at 763-593-8084.

Sincerely,



Eric Eckman
Environmental Resources Supervisor

Enclosures

C: Lyle Hodges, Finance Director

Bassett Creek Watershed Management Commission



2024 Annual Report



Protecting and improving the ȞaȞá Wakpádan / Bassett Creek watershed, homeland of the Dakota people.

April 2025

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

Bassett Creek Watershed Management Commission 2024 Annual Report

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Appendix A	2024 Financial Information
Appendix B	2024 Resolutions
Appendix C	2024 Website Usage Reports

Cover photo: Medley Park Stormwater Improvement Project, Golden Valley
Credit: Laura Jester

Bassett Creek Watershed Management Commission

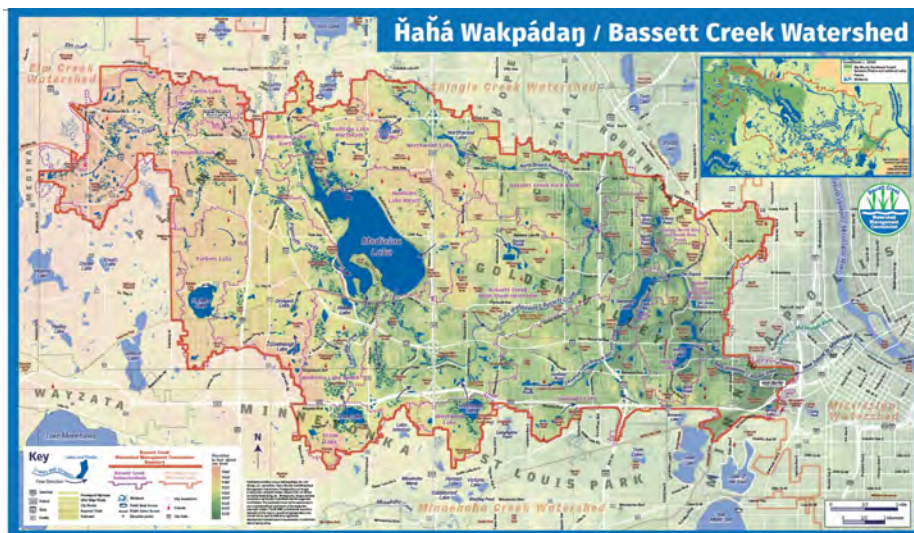
Executive Summary: 2024 Annual Report



2024 Activities & Achievements

Ĥaĥá Wakpádaŋ / Bassett Creek – New Watershed Map Features Indigenous History & Culture

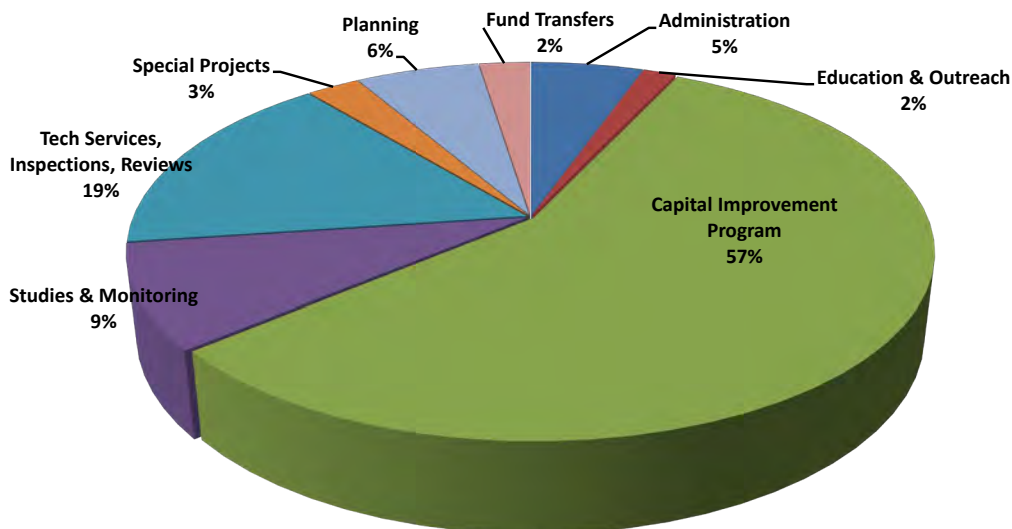
The BCWMC's printed watershed map has been a key part of the Commissions educational material since 2015, but a lot has changed in the last 10 years! The BCWMC Education Committee and Indigenous cultural advisors updated and redesigned the map with an emphasis on topography, water flow, Indigenous history and culture, and Dakota place names. Ĥaĥá Wakpádaŋ means "creek to the river of the falls" - the original name for the creek. Long before Europeans arrived, the Dakota people were caretakers of the creek and surrounding forests and wetlands. The [watershed map](#) and a companion [webpage](#) represent a beginning in learning Indigenous knowledge and convey some foundational information.



Budget

In FY 2024, the BCWMC spent approximately \$1.05 million on activities and programs and \$1.4 million on capital projects. BCWMC income included \$622,500 from member cities, about \$292,000 in grants and reimbursements, and \$77,000 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 2024 expenditures, see the 2024 Operating Budget in Appendix A or the financial audit online.

2024 BCWMC Expenses



2024 Highlights

Bassett Creek Watershed Management Commission Executive Summary: 2024 Annual Report

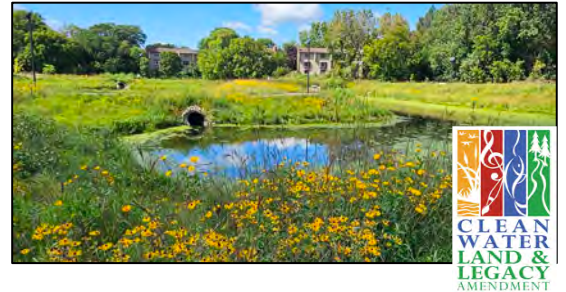
The Bassett Creek Watershed Management Commission (BCWMC) is governed by a board composed of representatives from each of the nine member cities: Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, St. Louis Park, and Robbinsdale. Representatives are appointed by their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

Medley Park Stormwater Improvement Project Completed

Each year, the BCWMC implements one or more major capital improvement program (CIP) projects to protect or improve water resources.



In 2024, the [Medley Park Stormwater Improvement Project](#) was constructed in Golden Valley. This project expanded an existing storm water pond and added two new ponds to increase water storage, protecting infrastructure and homes from flooding and improving water quality in Medicine Lake downstream from this park. The project also created 1.2 acres of native prairie and wetland fringe around the ponds. The project is in an area of Medley Park once covered by turf grass and a ballfield that was difficult to maintain due to challenging soils and drainage issues.



The total project cost was approximately \$2 million. The BCWMC received a \$300,000 Clean Water Fund grant from the MN Board of Water and Soil Resources for this project and implemented the project in collaboration with the City of Golden Valley.

Watershed Management Plan Under Development

Throughout 2024, the BCWMC continued to develop its next 10-year watershed management plan including identifying 10-year goals, and the programs, projects, and activities that could be implemented to meet the goals. Plan development is continuing into 2025 with an opportunity to receive feedback on the draft plan from interested groups or parties and through a formal 60-day review period. Find planning documents online at www.bassettcreekwmo.org/document/2025-plan-update.

Eurasian Watermilfoil Discovery & Control on Sweeney Lake

In August 2024, an aquatic vegetation plant survey conducted by the BCWMC discovered a small patch of Eurasian watermilfoil (EWM) in the southwest corner of Sweeney Lake. The BCWMC, the City of Golden Valley, the Minnesota DNR, and the Sweeney Lake Association moved quickly to address issue and the EWM bed was treated with herbicide five days after discovery. Unfortunately, later that year an additional area of EWM was discovered near the boat launch but it was too late in the year to treat that area.

In spring 2024, Sweeney Lake residents waited patiently for a second herbicide treatment. Despite a beautiful early spring they residents stayed completely off the lake, closed the access points, and were diligent about keeping visiting watercraft off the lake until after the EWM treatment. Thanks to a Hennepin County Aquatic Invasive Species (AIS) Prevention Grant, local funding from the Sweeney Lake Association, and funding from BCWMC, 2.6 acres of EWM were treated in May 2024 and no EWM was found in the lake in a follow up survey in July. Further, Twin Lake and ponds in the area that are connected to Sweeney Lake were also surveyed and none were found to have EWM. An AIS early detection training session for lake residents will be held this summer with hopes of preventing a full-scale AIS threat in the future. Additional plant surveys will also be conducted in 2025 with the hope reporting EWM eradication from the lake – a rare feat! Time will tell....

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
METROPOLITAN COUNCIL AND THE
BASSETT CREEK WATERSHED MANAGEMENT COMMISSION**

THIS AGREEMENT is made and entered into by and between the Metropolitan Council (the "Council") and the Bassett Creek Watershed Management Commission (the "Watershed"), each acting by and through its duly authorized officers.

THE ABOVE-NAMED PARTIES hereby agree as follows:

I. GENERAL SCOPE OF AGREEMENT

The Council and the Watershed agree to undertake a volunteer lake monitoring study in order to provide an economical method of broadening the water quality database on lakes in the Twin Cities Metropolitan Area.

II. SPECIFIC SCOPE OF SERVICES

2.01 Lake Monitoring Program. The Watershed and the Council agree to jointly undertake a volunteer lake monitoring program as specified below:

- a. General Purposes of Program. The volunteer lake monitoring program involves the use of volunteers to monitor lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples which will be analyzed for total phosphorus (TP), total Kjeldahl nitrogen (TKN), and chlorophyll-a (CLA). In addition, the volunteers will measure surface water temperature, water transparency, and fill out a monitoring form that describes the lake and weather conditions at the time of the monitoring event. Lakes will be visited from April through October of 2025 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled at the location as indicated on the site location map provided by the Council. The Council will arrange for chemical analysis of the samples either through its own laboratory or an outside laboratory.
- b. Specific Lakes Involved. The following lakes and specific lake site(s) listed below will be involved in the Council's Community-Assisted Lake Monitoring Program (CAMP) in 2025.

Lake name	DNR ID#	Number of monitoring events	Approximate monitoring interval	Quantity of new kits
Cavanaugh	27-0110	1 to 7	Monthly	0
Lost	27-0103	8 to 14	Biweekly	0
Medicine, site 1	27-0104	8 to 14	Biweekly	0
Medicine, site 2	27-0104	8 to 14	Biweekly	0
Northwood	27-0627	1 to 7	Monthly	0
Parkers	27-0107	1 to 7	Monthly	0
Sweeney, site 1	27-0035-01	1 to 7	Monthly	0
Sweeney, site 2	27-0035-01	1 to 7	Monthly	0
Twin	27-0035-02	1 to 7	Monthly	0
Westwood	27-0711	1 to 7	Monthly	0

2.02 Watershed Responsibilities. The Watershed agrees that it will have sole responsibility for:

- a. Recruiting volunteers (who have access to a boat) to monitor the lakes the Watershed wishes to involve in the program as listed in section 2.01(b) above.
- b. Providing the Council and/or volunteers with needed lake information such as lake bathymetric maps and access locations.
- c. Paying for the laboratory analysis cost of the samples collected by volunteers which cost is included in the amounts specified in Article III below.
- d. Ensuring that the volunteers participate in the training program and follow CAMP methods and procedures.
- e. Ensuring that the volunteers fill out a monitoring form during each monitoring event.
- f. Picking up the samples and the lake monitoring forms from their volunteers and delivering those items to the Watershed's central storage location. The Watershed will be responsible for providing the central storage location. The central storage location can be a Council facility, but the Watershed will be required to deliver the samples and monitoring forms to this facility. The samples are required always to be frozen.
- g. Storing its volunteers' samples until picked up by Council staff. The samples are required always to be frozen.

- h. Maintaining, storing, and restocking its monitoring kits.
- i. Delivering and picking up its monitoring kits to and from their volunteers.

2.03 Council Responsibilities. The Council agrees that it will:

- a. Organize the survey.
- b. Provide training for the volunteers.
- c. Pick up the samples and lake monitoring forms from the Watershed's central storage location and deliver them to the laboratory at approximately 2-month intervals starting in June.
- d. Review the results of the monitoring data.
- e. Prepare a final report containing the physical, chemical, and biological data obtained during the Monitoring Period and a brief analysis of the data.
- f. Provide quality control by collecting lake samples from random lakes involved in the volunteer program. The resulting parameter values will then be compared to the volunteers' results to determine if any problems exist involving the volunteer's monitoring activities and what should be done to correct the problem.
- g. Provide and deliver to the Watershed the expendable monitoring items (e.g. sample containers, labels, filters, aluminum sheets, zip-style plastic bags, and lake monitoring forms). The expendable monitoring items will be delivered in the weeks preceding the start of the monitoring season. The cost of the expendable monitoring items is included in the annual participation fee.

III. COMPENSATION; METHOD OF PAYMENT

3.01 Payment to Council. For all labor performed and reimbursable expenses incurred by the Council under this agreement during the Monitoring Period, the Watershed agrees to pay the Council the following amounts per lake site listed in section 2.01(b). The participation fee will be billed based on the quantity of monitoring events actually monitored or sampled.

Number of Monitoring events	Participation Fee (excludes monitoring equipment)
8 to 14	\$760
1 to 7	\$380
0	\$0

For lake sites requiring monitoring equipment, the cost for a kit of monitoring equipment is \$225 per kit.

3.02 Payment Schedule. Payment of the total amount owing to the Council by the Watershed shall be made within 30 days of the date of the invoice. An invoice specifying the amount owed by the Watershed will be sent under separate cover after the end of the monitoring period.

3.03 Additional Analyses. The total amount specified in paragraph 3.01 does not include the cost of any additional analyses requested by the Watershed, such as analysis of bottom samples. The Council will carry out any such additional analyses at the request of the Watershed and subject to the availability of Council resources for carrying out such analyses. The Council will bill the Watershed after the end of the Monitoring Period for any such additional analyses at the Council's actual cost, and the Watershed will promptly reimburse the Council for any such costs billed. The costs for additional analyses are provided in Exhibit A.

3.04 Replacement of Durable Equipment. The total amount specified in paragraph 3.01 does not include the cost of replacing durable monitoring equipment, such as thermometers, Secchi disks, filter holders, hand pumps, graduated cylinders, sampling jugs, forceps, and tote boxes. The Council will provide and deliver durable monitoring equipment that needs replacement upon request from the Watershed. The Council will bill the Watershed for any such replaced durable monitoring equipment at the Council's actual cost, and the Watershed will promptly reimburse the Council for any such costs billed.

IV. GENERAL CONDITIONS

4.01 Period of Performance. The services of the Council will commence on April 1, 2025, and will terminate on March 31, 2026, or following work completion and payment, whichever occurs first.

4.02 Amendments. The terms of this agreement may be changed only by mutual agreement of the parties. Such changes will be effective only on the execution of written amendment(s) signed by duly authorized officers of the parties to this agreement.

4.03 Watershed Personnel. Laura Jester, or such other person as may be designated in writing by the Watershed, will serve as the Watershed's representative and will assume primary responsibility for coordinating all services with the Council.

Laura Jester - Administrator
Bassett Creek Watershed Management Commission
PO Box 270825
Golden Valley, MN 55427
Laura.jester@kestonewaters.com
952-270-1990

4.04 Council's Contract Manager. The Council's Contract Manager for purposes of administration of this agreement is Brian Johnson, or successor, or such other person as may be designated in writing by the Council. The Council's Contract Manager will be responsible for

coordinating services under this agreement. However, nothing in this agreement will be deemed to authorize the Contract Manager to execute amendments to this agreement on behalf of the Council.

Brian Johnson, or successor
Metropolitan Council
2400 Childs Road
St. Paul, MN 55106
Brian.johnson@metc.state.mn.us
651-602-8743

4.05 Equal Employment Opportunity; Affirmative Action. The Council and the Watershed agree to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Council and the Watershed agree not to discriminate against any employee, applicant for employment, or participant in this study because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age; and further agree to take action to assure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

4.06 Liability. Each party to this agreement shall be liable for the acts and omissions of itself and its officers, employees, and agents, to the extent authorized by law. Neither party shall be liable for the acts or omissions of the other party or the other party's officers, employees or agents. Nothing in this agreement shall be deemed to be a waiver by either party of any applicable immunities or limits of liability including, without limitation, Minnesota Statutes, chapter 466 (Municipal Tort Claims).

4.07 Copyright. No reports or documents produced in whole or in part under this agreement will be the subject of an application for copyright by or on behalf of the Council or Watershed.

4.08 Termination of Agreement. The Council and the Watershed will both have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other party at least 30-calendar days prior to the specified effective date of such termination. In the event of such termination, the Council shall retain a pro-rata portion of the amounts provided for in Article III, based on the number of monitoring events occurring for each lake before termination versus the total monitoring events specified for each lake. The balance of the amounts will be refunded by the Council to the Watershed.

4.09 Force Majeure. The Council and the Watershed agree that the Watershed shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Council and the Watershed.

4.10 Audits. Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the parties agree that the books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by either party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this agreement.

4.11 Relationship of Parties and their Employees. Nothing contained in this agreement is intended, or should be construed, to create the relationship of co-partners or a joint venture between the Council and the Watershed. No tenure or any employment rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, retirement, or other benefits available to the employees of one of the parties, including indemnification for third party personal injury/property damage claims, shall accrue to employees of the other party solely by the fact that an employee performs services under this agreement.

4.12 Severability. If any part of this agreement is rendered void, invalid or unenforceable such rendering shall not affect the remainder of this agreement unless it shall substantially impair the value of the entire agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the dates set forth below. This agreement is effective upon final execution by, and delivery to, both parties.

**BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION:**

METROPOLITAN COUNCIL:

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: Monitoring and Assessment Manager

Date: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

Metropolitan Council Environmental Services Laboratory Prices for Additional Analyses		
Parameter	Laboratory Code	Price (per sample)
Total Phosphorus, low level	LLTP-AV LLTP-AHV (frozen)	\$15.50
Total Kjeldahl Nitrogen	TKN-AV TKN-AHV (frozen)	\$15.50
Chlorophyll	CLA-TR-CS CLA-CAMP	\$15.50
Chloride	CL-AV2	\$10.00
Ortho-phosphorus	ORTHO-AV	\$12.00
Ca, Mg, + Hardness via calculation	HARD-MSV2	\$16.00
Alkalinity	ALK-AV2	\$15.50
Sulfate	SO4-ICV	\$15.00
Metals (Cd, Cr, Cu, Pb, Ni, Zn)	MET-MSV2	\$48
Minerals Suite (Ca, K, Mg, Na) + Hardness via calculation	MIN-MSV2	\$32
Individual minerals/metals (e.g. Fe)	XX-MSV2	\$8.00 (per element)
A parameter not on this list		Contact the Council's Contract Manager for specific pricing.

BASSETT CREEK WATERSHED MANAGEMENT COMMISSION
RESOLUTION NO. 25-07

RESOLUTION AUTHORIZING EXECUTION OF WAIVER FORM RELATING TO TORT
LIMITS FOR LIABILITY INSURANCE AND NOT WAIVING SUCH TORT LIMITS

WHEREAS, the Bassett Creek Watershed Management Commission (“Commission”) is a joint powers watershed management organization established by the cities of Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, Robbinsdale, and St. Louis Park in accordance with Minnesota Statutes, section 103B.211; and

WHEREAS, the Commission is insured for tort liability matters by the League of Minnesota Cities Insurance Trust (“LMCIT”); and

WHEREAS, as part of its liability insurance coverage with LMCIT, the Commission is required to elect annually whether to waive the statutory tort liability limits stated in Minn. Stat. § 466.04; and

WHEREAS, staff has recommended that the Commission not waive the tort cap limits in order to mitigate the Commission’s tort liability as permitted by law; and

WHEREAS, a decision to not waive the tort cap limits reasonably protects the Commission and limits its potential liability while allowing an individual claimant to recover damages as provided by law.

NOW, THEREFORE, BE IT RESOLVED by the Bassett Creek Watershed Management Commission that the Commission Administrator is authorized to execute the LMCIT Liability Coverage Waiver Form on behalf of the Commission by indicating that the Commission elects not to waive the statutory limitation on tort liability.

Adopted this 17th day of April, 2025.

Chair

ATTEST:

Secretary



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage.
Email completed form to your city's underwriter, to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____

Position: _____

Medicine Lake Total Maximum Daily Load (TMDL) Assessment



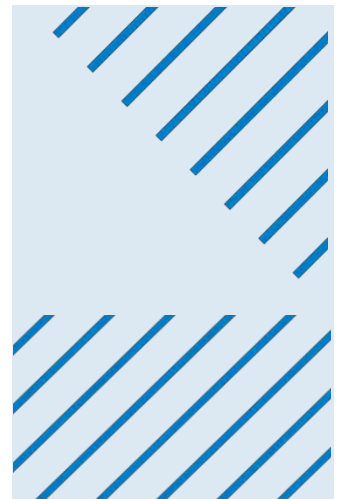
Prepared for
Bassett Creek Watershed Management Commission (BCWMC)

Prepared by
Barr Engineering Co.

April 2025

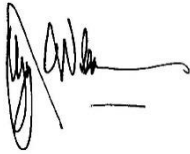
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435
952.832.2600

barr.com



Certification

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the state of Minnesota.

A handwritten signature in black ink, appearing to read "Gregory J. Wilson", written over a horizontal line.

Gregory J. Wilson
PE #: 25782

April 10, 2025

Date

Medicine Lake Total Maximum Daily Load (TMDL) Assessment

April 2025

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Abbreviations

AIS	Aquatic Invasive Species
BCWMC	Bassett Creek Watershed Management Commission
BMP	Best Management Practice
Chl-a	Chlorophyll-a
CLP	Curlyleaf Pondweed
EWM	Eurasian Watermilfoil
MDNR	Minnesota Department of Natural Resources
MNDOT	Minnesota Department of Transportation
MPCA	Minnesota Pollution Control Agency
MS4	Municipal Separate Storm Sewer System
P8	Program for Predicting Polluting Particle Passage Thru Pits, Puddles, and Ponds
SDT	Secchi Disc Transparency
SS	Starry Stonewort
TRPD	Three Rivers Park District
TMDL	Total Maximum Daily Load
TP	Total Phosphorus
WLA	Wasteload Allocation
ZM	Zebra Mussels

1 Executive Summary

The [Medicine Lake Excess Nutrients Total Maximum Daily Load \(TMDL\) Study](#) was prepared in 2010 to address the Medicine Lake nutrient impairment. A TMDL study determines the maximum amount of a pollutant a body of water can receive without violating water quality standards and allocates that amount among the pollutant's sources such as cities with stormwater discharge permits and others. The TMDL determined that cities and other permit holders needed to reduce total phosphorus (TP) entering the lake by 28% reduction (or 1,287 pounds per year) for the lake to meet water quality standards. In addition, the TMDL identified that internal sources, such as phosphorus release from lake sediments and die-off of curly-leaf pondweed, are known to be significant contributors to overall phosphorus loading to the lake.

Many projects have been implemented in the Medicine Lake and its watershed since the 2006 TMDL baseline year, but the lake is still considered impaired, as it does not meet State water quality standards.

This report describes the Commission Engineer's assessment of progress toward meeting the Medicine Lake TMDL requirements, including significant water quality improvement projects implemented to date, TP load reductions achieved, current lake water quality compared to State standards, and additional load reductions and projects needed to achieve the lake's water quality goals. Primary findings and recommendations include:

- Recent water quality monitoring data confirms statistically significant improving trends for chlorophyll-a (Chl-a; a measure of algae in the lake) and Secchi disc transparency (SDT; a measurement of water clarity), while TP concentrations are unchanged.
- The most likely scenario for delisting Medicine Lake and meeting nutrient water quality standards involves reductions from sources within the lake (internal loading)
- Recent data collected by Three Rivers Park District (TRPD) indicate that the statistically significant reductions in Chl-a concentrations (and algae), along with improvements in SDT in Medicine Lake, are likely due to the increases in zebra mussels in the lake which filter out certain types of algae
- An alum application split into three phases is recommended for Medicine Lake following a carp survey and the development of a feasibility study, with monitoring in between alum applications, to help determine if future alum dose adjustments are warranted. Prescribing each phase of treatment for May is recommended.
- It is important to note that meeting the nutrient standard may have other unintended consequences for biological response from aquatic invasive species (AIS), some of which have already begun to be addressed. As a result, it is recommended that an adaptive management approach should be taken to further address and control AIS, including:
 - The current Lake Vegetation Management Plan (LVMP) allows for treatment of 25% to 30% of the littoral area, which is the maximum that DNR will allow at this time. It is expected that a whole lake treatment may become an option at some point, we recommend that current curlyleaf pondweed treatment efforts should continue through the LVMP process with an adaptive management approach for both curlyleaf pondweed & Eurasian watermilfoil in the future after alum treatment based on observed plant occurrence frequencies.
 - Current starry stonewort treatment efforts with copper/hydrothol/komeen may minimize the spread to other areas of the lake but hasn't kept it completely under control. We recommend continued treatment in the lake to prevent a surge in extent and biomass of

starry stonewort with the improved water clarity expected after the alum treatment. In addition, an adaptive management approach should be taken for alternative controls as new research becomes available.

- Current and potential zebra mussel treatments (with molluscicides) have either been unsuccessful or cost prohibitive. Until a cost-effective product becomes available for long-term control of ZM on a whole lake situation, an adaptive management approach for alternative controls should be taken as new research becomes available.
- Street sweeping and/or enhanced treatment of stormwater runoff is recommended for the direct drainage area and a few small subwatersheds that drain directly to Medicine Lake.

2 Background

Medicine Lake is on the Minnesota Pollution Control Agency's (MPCA) impaired waters list for mercury and excess nutrients and is included on the draft 2024 impaired waters list for fish bioassessments. In 2010, a total maximum daily load (TMDL) study was prepared for Medicine Lake to address the nutrient impairment. A TMDL study determines the maximum amount of a pollutant a body of water can receive without violating water quality standards and allocates that amount among the pollutant's sources. Cities and other stormwater discharge permit holders are assigned a wasteload allocation (WLA) if they are considered a source of the pollution. The WLA is the pollutant reduction amount needed from each source. The BCWMC is the "convener" of a categorical WLA, or allowable point source loading, shared by the member cities. As the convener, the BCWMC cooperates with the member cities to identify and implement water quality improvements to achieve the desired reduction in pollutant loading.

Many projects and practices have been implemented in the Medicine Lake watershed and in the lake, in addition to the hundreds of existing best management practices (BMPs) in-place when the TMDL was completed, but the lake is still considered impaired for excess nutrients, as it fails to meet State water quality standards for a deep lake in the North Central Hardwood Forest Eco-Region.

As part of the Commission's 2025 watershed management plan update process, the Commission assigned a high priority to the goal of improving the water quality in Medicine Lake such that it meets nutrient water quality standards and is removed from the impaired waters list for nutrients. At the December 2023 Commission meeting, and based on the Plan Steering Committee's recommendation, the Commission approved a scope and budget for an assessment of the status of the Medicine Lake nutrient TMDL study. The outcome of the assessment is a list of projects, programs, or practices that could be included in the 2025 Watershed Plan to help reach the goal of delisting the lake.

This report describes the Commission Engineer's assessment of progress toward meeting the Medicine Lake TMDL requirements, including significant water quality improvement projects implemented to date, load reductions achieved, current lake water quality compared to State standards, and additional load reductions and projects needed to achieve the lake's water quality goals.

3 TMDL Summary

The [Medicine Lake Excess Nutrients TMDL](#) study (MPCA, 2010a) calls for a 28% reduction in total phosphorus load to the lake and estimates that point source discharges such as cities and other permit holders will need to be reduced by 1,287 pounds per year to comply with the TMDL. In addition, the TMDL identified that internal load as a significant source of TP based on the frequency of excess phosphorus concentrations throughout the monitoring record, internal sources such as phosphorus release from sediments and curly-leaf pondweed die-off (combined with wind mixing), are known to contribute to about one-third of the lake's total annual phosphorus load. According to the TMDL study, phosphorus from Medicine Lake's sediment is conveyed to the surface either by diffusion or wind mixing. Wind-mixing events completely mix the water column several times each year, typically in July, August, and September. As a result, the TMDL implementation plan included other controls to help reduce internal phosphorus load.

4 Water Quality and Biological Monitoring

4.1 Total Phosphorus, Chlorophyll-a and Secchi Disc Transparency

We compiled and reviewed the lake and watershed water quality monitoring and modeling data. We compared the lake water quality data to State lake eutrophication criteria (total phosphorus (TP), chlorophyll-a (Chl-a), and Secchi disc transparency (SDT)) and reviewed for trends in the water quality data, including seasonality of the data and the relationship of the data to climate conditions.

Demonstrating compliance with MPCA's delisting requirements, based on review of the most recent 10 years of lake surface water monitoring data collected between June and September, requires that TP meets the standard **and** Chl-a **or** SDT meet the standard.

Figure 4-1 shows how surface water TP concentrations have compared to MPCA's standard of 40 µg/L for deep lakes like Medicine Lake. The ten-year average TP concentration currently is 55 µg/L and there is no apparent improving or declining trend since the 2006 TMDL baseline year.

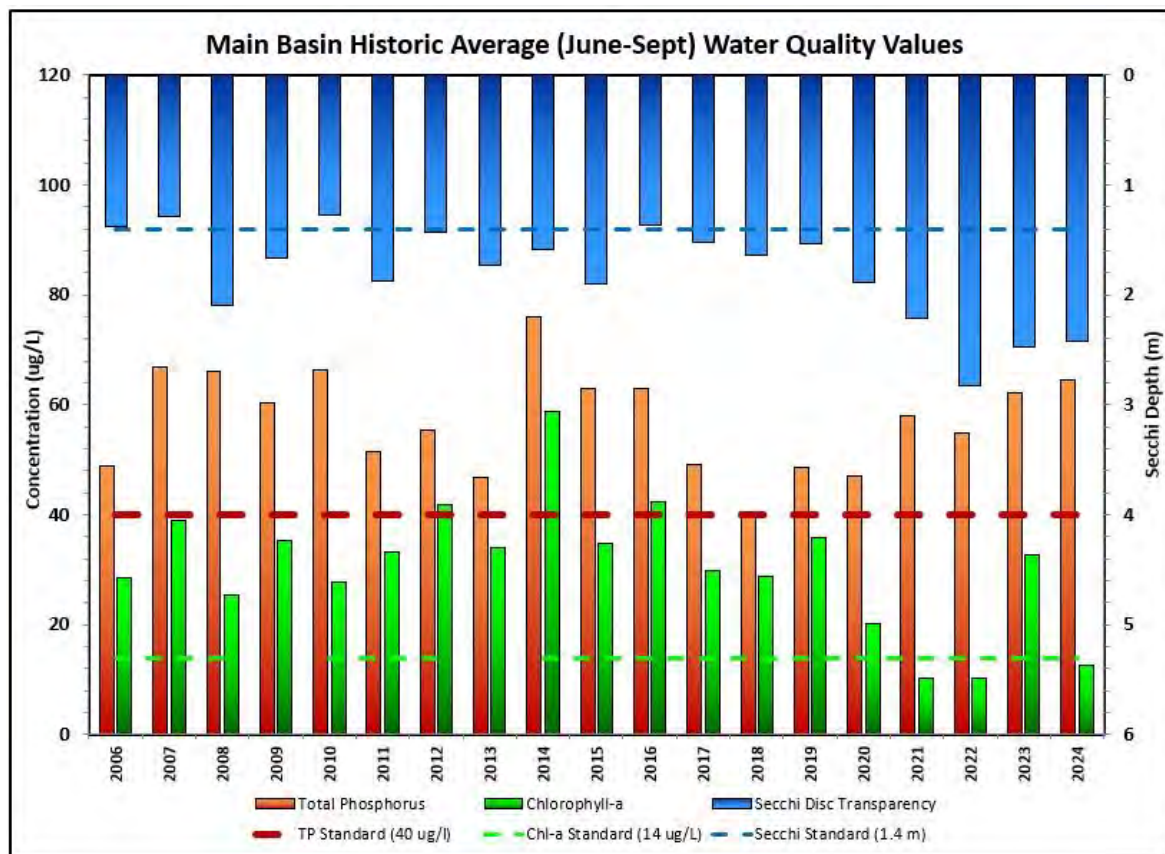


Figure 4-1 Comparison of Medicine Lake Water Quality to MPCA Standards

Figure 4-1 shows how surface water Chl-a concentrations have compared to MPCA's standard of 14 µg/L for deep lakes. The ten-year average Chl-a concentration currently is 26 µg/L, although summer averages

met the standard three of the last four years and there is a statistically significant improving trend since 2016.

Figure 4-1 shows how surface water SDT has historically compared to MPCA's standard of 1.4-meters for deep lakes. The ten-year average SDT currently is 1.98 meters and there is a statistically significant improving trend since 2016, with summer averages consistently meeting the standard the last eight years.

The statistically significant reductions in Chl-a concentrations (and algae), along with improvements in SDT in Medicine Lake, are likely due to the increases in zebra mussels (ZM), which were discovered in 2017. Starry stonewort (SS) was discovered in Medicine Lake in 2018.

Figure 4-1 shows that the ten-year average TP concentrations are still 33% higher than the State standard. Based on the most recent water quality monitoring data, we expect that it is more likely that further TP load reductions will result in continued improvement in SDT that can more consistently meet the MPCA standard. The most likely scenario for delisting Medicined Lake involves additional TP load reductions, consistent with the TMDL.

4.2 Hypolimnetic Total Phosphorus

Recent water quality monitoring data has generally been consistent with TMDL findings. Near-bottom oxygen levels in Medicine Lake are typically low in the Main Basin from June through August. Phosphorus release from sediments (a source of internal loading) during this same period causes near-bottom phosphorus concentrations to consistently increase during the summer (see Figure 4-2). Temperature and dissolved oxygen data indicate that the lake typically starts to mix between late August and early September, resulting in increased phosphorus concentrations at the surface and lower near-bottom (hypolimnetic) phosphorus concentrations.

Figure 4-2 shows that, except for 2023, there typically is a repeatable pattern with slight variations in the timing and magnitude of phosphorus buildup in the bottom waters of Medicine Lake, which explains the year-to-year variability of internal phosphorus impacts on the surface water quality of the lake. Except for 2023, which experienced two hypolimnetic TP concentrations below 90 µg/L in early August, Figure 4-2 confirms that recent monitoring data are consistent with hypolimnetic TP concentrations used in the TMDL. The hypolimnetic TP concentrations in 2024 started and ended the summer with slightly lower levels, but the mid-August sample concentration was very high. A closer examination of the water quality monitoring data from 2023 indicates that the bottom water was anoxic all summer (as is typical), but the temperature data indicates that there may have been weaker stratification in early August and lake levels were lower during this time. Since the surface water TP concentration in 2023 was as high or higher than most years, it is possible that wind mixing led to bottom water entrainment in the surface layer of the lake during the early August timeframe.

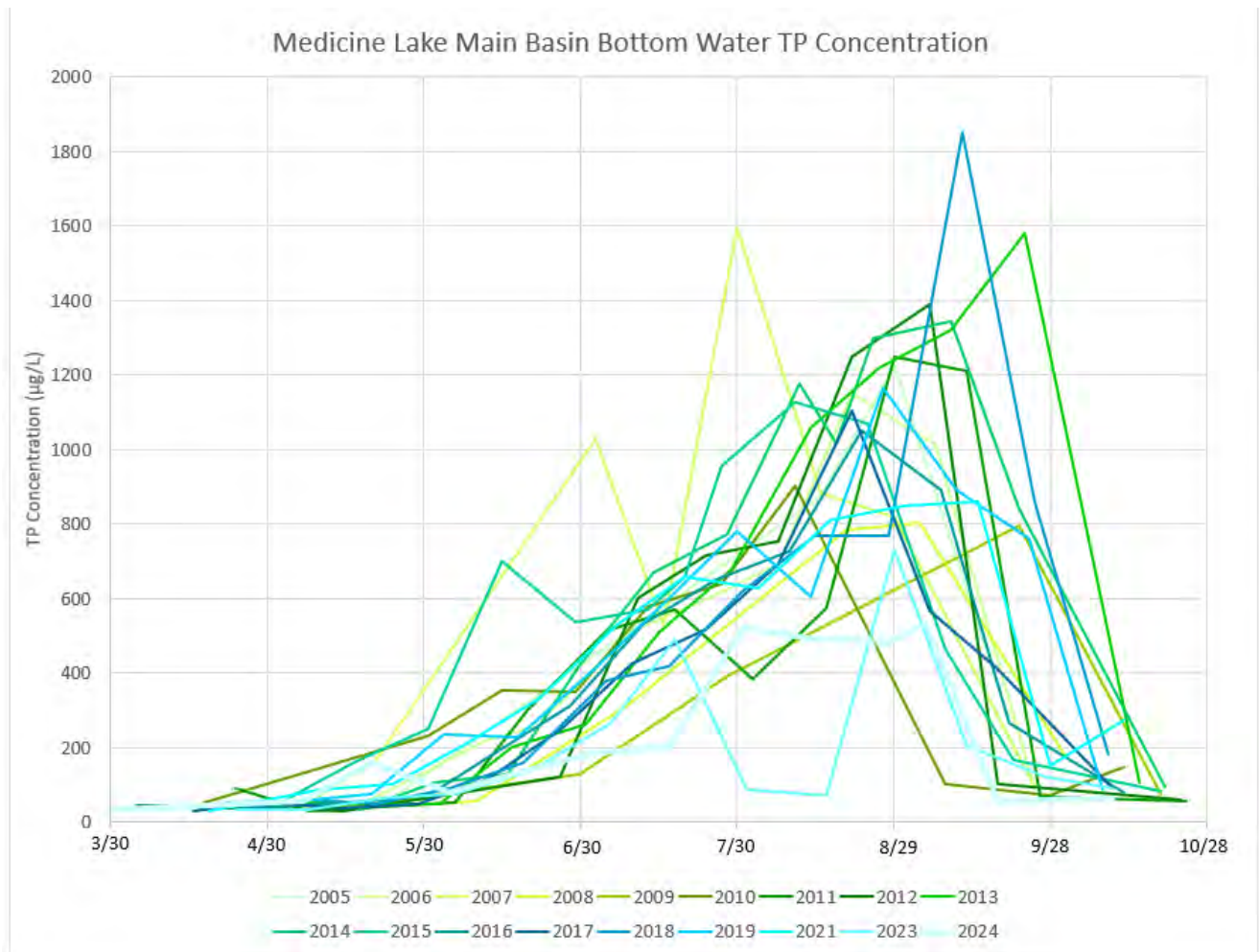


Figure 4-2 Medicine Lake Main Basin Seasonal Hypolimnetic TP Concentrations

4.3 Aquatic Invasive Species (AIS) Monitoring

Four aquatic invasive species have been documented in Medicine Lake: curly-leaf pondweed (CLP), Eurasian watermilfoil (EWM), starry stonewort (SS), and zebra mussels (ZM).

4.3.1 Curly-leaf pondweed

The plant's frequency has typically exceeded the threshold documented in the TMDL study. Because summer die-off of CLP is an internal source of nutrients for Medicine Lake, control of the plant helps reduce the lake's internal TP loading.

Since the development of a DNR-approved Lake Vegetation Management Plan, larger CLP treatments (>100 acres) began in 2022 using diquat and galleon. The 2010 TMDL implementation plan (MPCA, 2010b) for Medicine Lake specified that CLP should continue to be managed annually, although there have not been significant TP concentration changes documented in the lake.

4.3.2 Eurasian watermilfoil

EWM frequency of occurrence has remained low since 2018, indicating that the diquat spot treatments for CLP have also been effective in controlling EWM density.

4.3.3 Starry stonewort

The MNDNR funded treatment of the plant with herbicide (copper sulfate and endothall) from 2018 through 2022, followed by an experimental treatment (with copper sulfate/Hydrothol/Komeen) the past two years (2023-2024). Despite the treatments, SS has spread from its original infestation area near the boat landing to several other areas of the lake, but not in high concentrations. An increased frequency of occurrence (13%) was observed in 2024.

4.3.4 Zebra mussels

ZM which were discovered in Medicine Lake in 2017. A 2020 ZM survey documented that ZM have spread from the southern end of the lake to the eastern and northern sides of the lake. The number of ZM collected during surveys increased significantly between 2020 and 2021, with similar levels of ZM observed between 2021 and 2023. ZM veligers (planktonic larvae) have also been observed in zooplankton samples.

ZM consume all types of algae, although they prefer the more palatable types such as diatoms, green algae, and cryptomonads. A shift in algae types and concentrations may be a result of ZM predation (see additional details in Section 4.4).

4.4 Phytoplankton and Zooplankton Monitoring

Samples of phytoplankton (microscopic algae) were collected from Medicine Lake to evaluate water quality and the quality of food available to zooplankton (microscopic animals) and ZM. Phytoplankton numbers in 2024 were, on average, lower than past years (2010, 2016 and 2020), consistent with the lake's lower average summer Chl-a concentrations during the same timeframe. As shown in Figure 4-3, phytoplankton numbers were low from April through June and October and increased from July through September due to increasing numbers of blue-green algae. While blue-green numbers increased with higher concentrations of phosphorus during this period other types of algae did not.

Green algae numbers observed in Medicine Lake in April 2020 and 2024 were more than an order of magnitude lower than numbers observed in April 2010 and 2016. Because green algae are a preferred food for ZM, the lower numbers of green algae observed in Medicine Lake in April 2020 and 2024 may be due to predation by ZM.

ZM grazing of green algae reduced early spring numbers in Medicine Lake by more than an order of magnitude in 2020 and 2024, and seasonal average numbers by more than half compared with 2010 and 2016. In spring, ZM filtration rates rise dramatically as waters warm from 41° F to 50° F and then stabilize. The 2020 and 2024 April through September average number of green algae was less than half the average observed in 2010 and 2016.

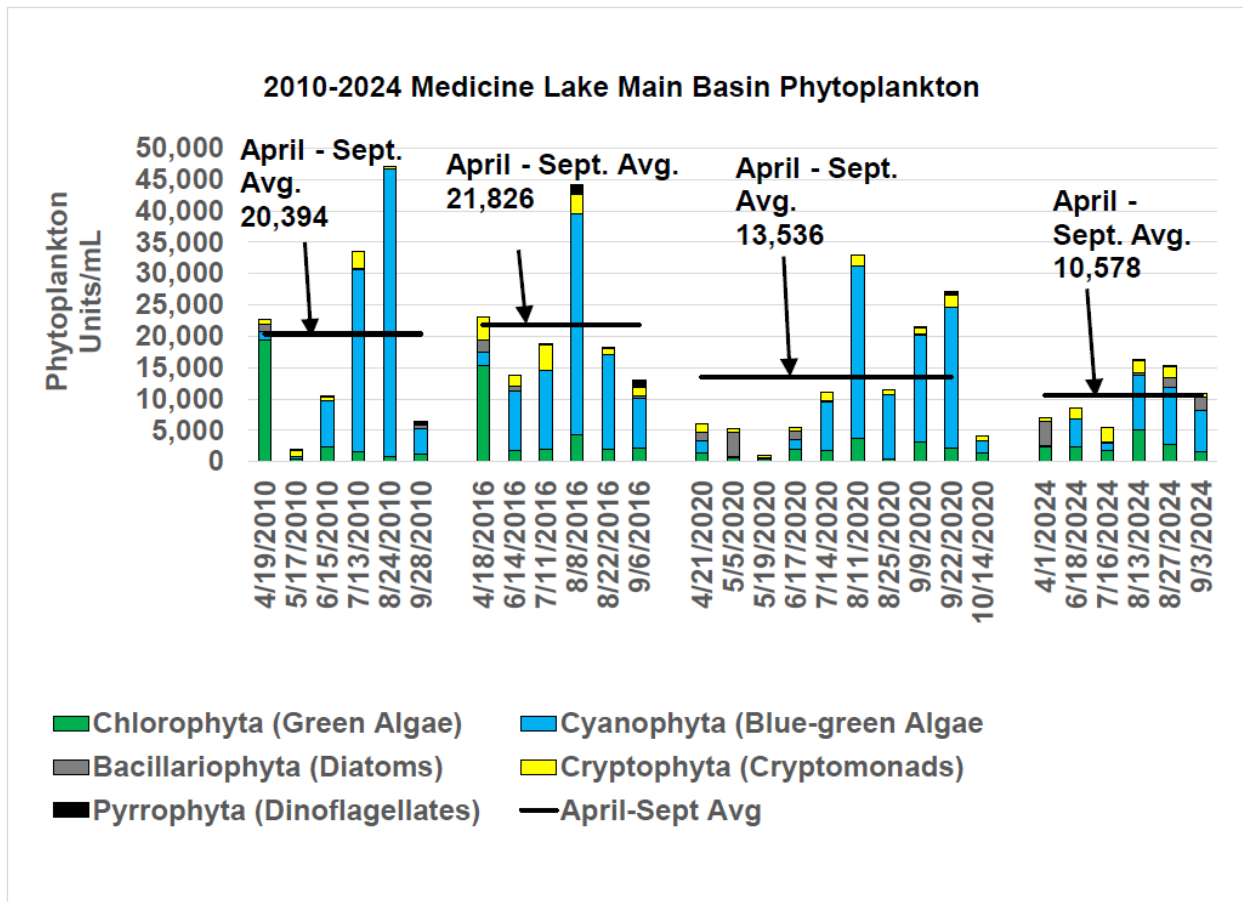


Figure 4-3 Historical Medicine Lake Main Basin Phytoplankton

Reductions in numbers of phytoplankton (microscopic aquatic plants) and rotifers (a type of zooplankton— microscopic animal) between 2016 and 2020 are likely due to predation by zebra mussels (see Figure 4-4). Zebra mussels primarily feed on algae, but also consume rotifers, which are small.

In 2020, cladocerans, the preferred food for fish, were found in lower numbers than copepods and rotifers. Fewer rotifers and copepods were observed in 2020 and 2024 than 2010 and 2016. Lower numbers of rotifers were likely due to ZM predation. It is not known whether the lower numbers of copepods were due to fish predation or to food limitation caused by ZM grazing on algae.

It is expected that an alum treatment would reduce nutrients in the lake such that ZM population is food limited. However, some of the alum treated lakes that experienced blue-green algal blooms were clearer lakes, suggesting that ZM could have the potential to cause blue-green blooms in Medicine Lake after water quality is improved by an alum treatment.

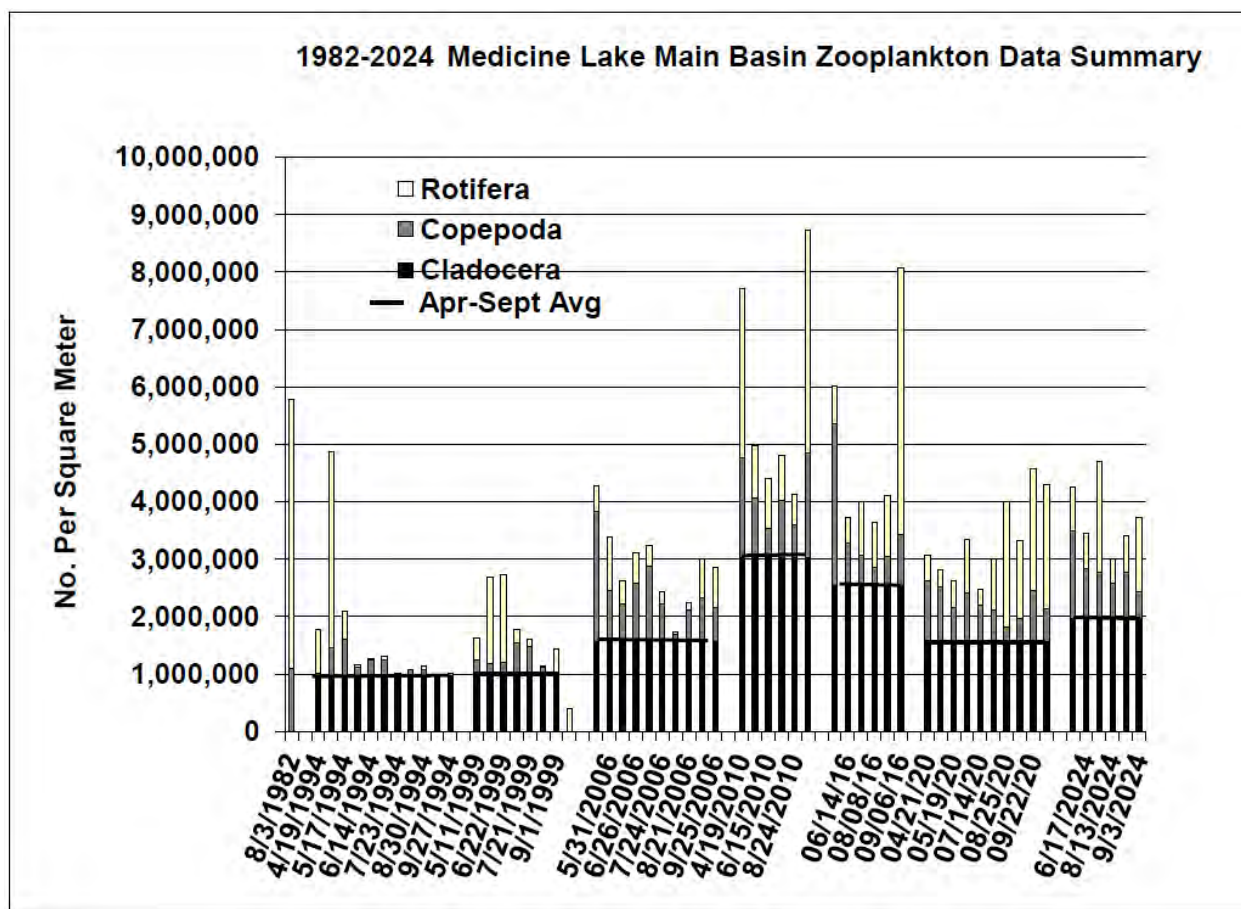


Figure 4-4 Historical Medicine Lake Main Basin Zooplankton

5 Completed BMPs and Total Phosphorus Load Reductions

We updated the P8 pollution model with projects and practices completed since 2006 (where possible) and Twin Cities' hourly precipitation and daily temperature records through 2023. The updated P8 modeling was then re-run for the 2006 water year to allow for direct comparison between that baseline year and current conditions and to identify gaps between the current TP load reductions and the published TMDL wasteload allocations (WLAs).

Figure 5-1 shows the updated subwatershed areas for each of the major watershed areas that drain to Medicine Lake. Individual maps developed for each major watershed area, showing the BMP locations and drainage direction for each subwatershed are included in Appendix A.

Table 5-1 summarizes the overall TP treatment estimated from the updated P8 modeling for each of the major watershed areas tributary to the lake. The results indicate that current total pollutant removal is about 889 pounds per year compared to the 1,287 pounds per year reductions assigned to watershed sources in the TMDL. However, Table 5-1 also shows that the combined TP treatment efficiency of all the BMPs in the Medicine Lake watershed is more than 70%, which is already at the upper threshold of what structural BMPs can typically attain for TP treatment. As discussed in the next section, it appears that the P8 model is underestimating the current TP load reductions that have been achieved in the Plymouth Creek watershed since the 2006 TMDL baseline year and that watershed monitoring data represents a better measure for evaluating compliance with the TMDL WLAs.

Table 5-1 Modeled BMP TP Treatment Summary by Watershed Area

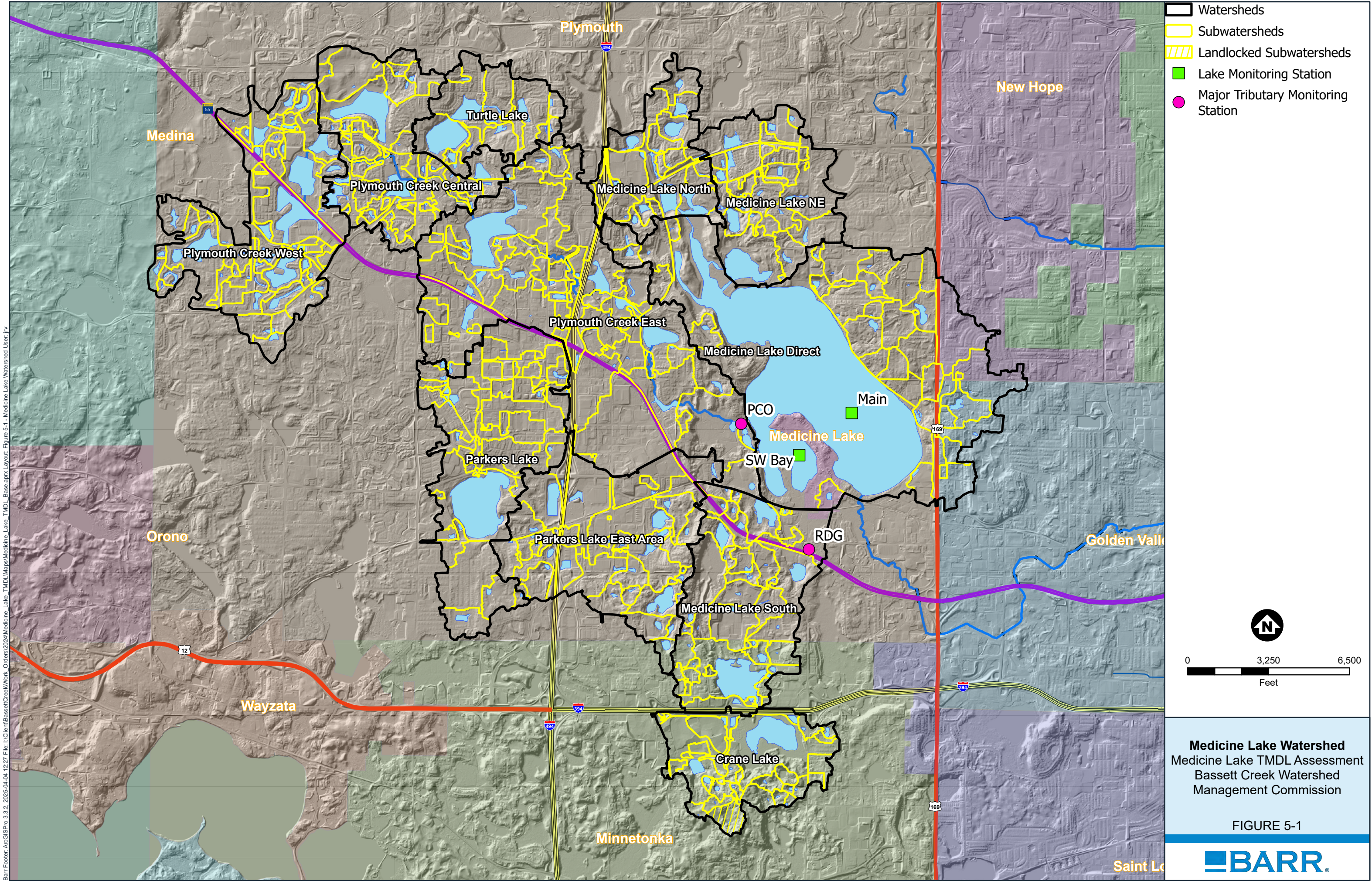
Watershed	Total TP Removed by BMPs (lbs/yr) ^[1]	Current Overall TP Treatment Efficiency (%)
Plymouth Creek ^[2]	649.4	71
Ridgedale Creek	47.3	70
Medicine Lake Direct	114.0	71
Medicine Lake NE	18.1	76
Medicine Lake North	60.0	74
Total	888.8	72

[1] Increased removal based on model changes documented since 2006 TMDL baseline year

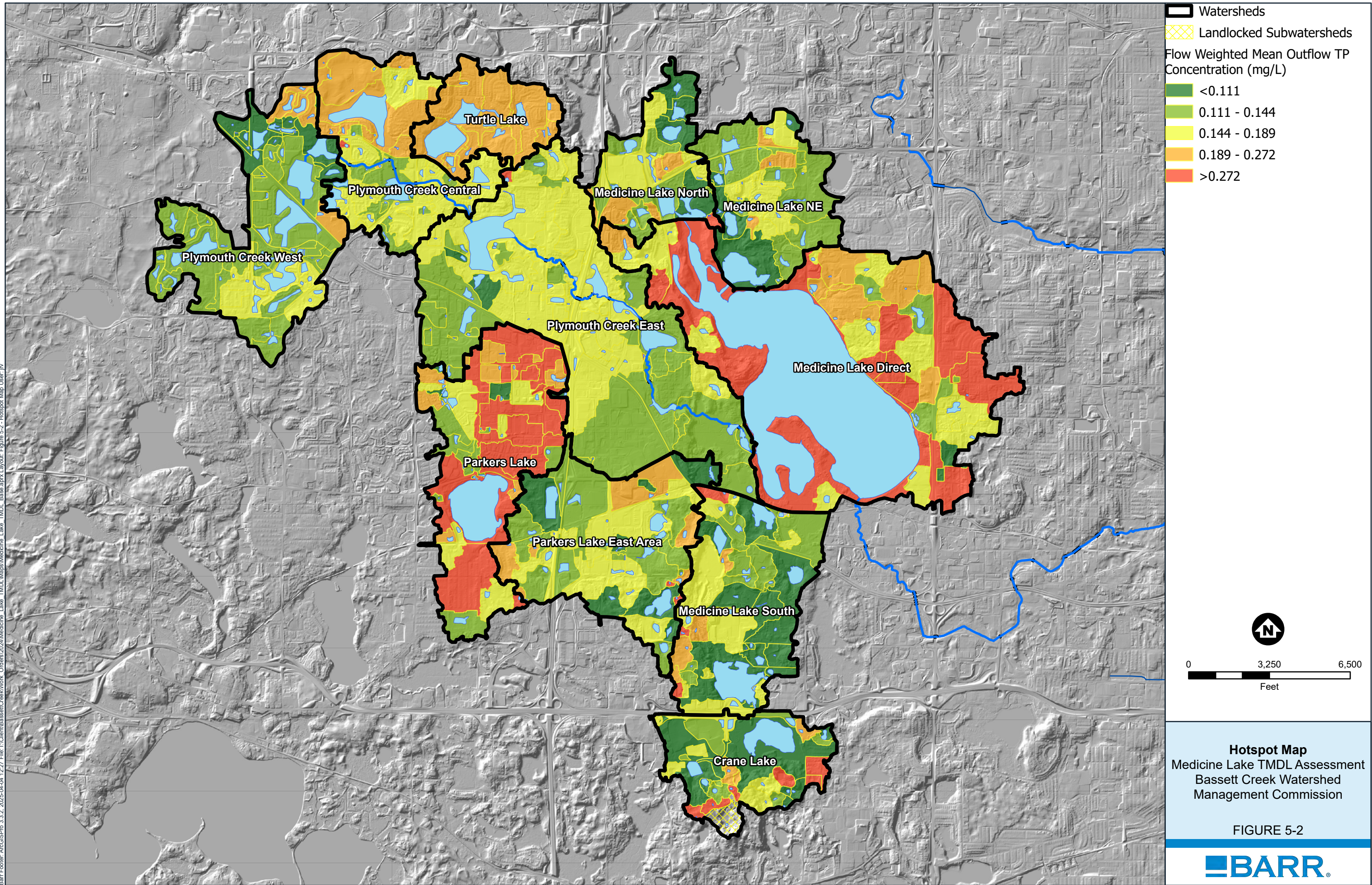
[2] Includes Parkers Lake and Parkers Lake East Area watersheds.

A complete list of TP load reduction estimates from the updated P8 modeling for all BMPs with documented changes since the 2006 TMDL baseline year are included in Appendix B.

The updated P8 modeling results were also used to develop hotspot mapping (shown in Figure 5-2), which shows the flow-weighted mean TP concentrations in the outflow from each subwatershed. Figure 5-2 confirms that TP concentrations discharging to the lake from the major watershed tributaries are quite low compared to untreated stormwater runoff (as described above). In addition, it shows that the direct drainage area and a few small subwatersheds that drain directly to the lake may be good locations for street sweeping and/or enhanced treatment of stormwater runoff.



Barr Footer ArcGISPro 3.3.2, 2025-04-04 12:27 File: I:\Client\BassettCreek\Work Orders\2024\Medicine Lake TMDL Maps\Medicine Lake TMDL Base.aprx Layout: Figure 5-2 - Hotspot Map User: jrv



6 Gaps Between Expected and Required TP Load Reductions

Since there has not been significant improvement in lake total phosphorus concentrations since the TMDL was completed, our next steps involved review of the tributary monitoring data, with a specific focus on Plymouth Creek, which has 23 years of flow and water quality monitoring data, as well as annual pollutant load estimates. Based on the TMDL, Plymouth Creek contributed 52% of the total watershed TP loading to Medicine Lake. Since the TMDL baseline year (2006), several significant BMP projects have been implemented in locations that would be expected to provide significant TP load reductions to the lake, including construction of the West Medicine Lake Park Ponds project, which was on-line and functioning by the spring of 2010. Figure 6-1 shows that the flow-weighted mean TP concentration at the downstream Plymouth Creek monitoring station has improved significantly since this BMP was constructed.

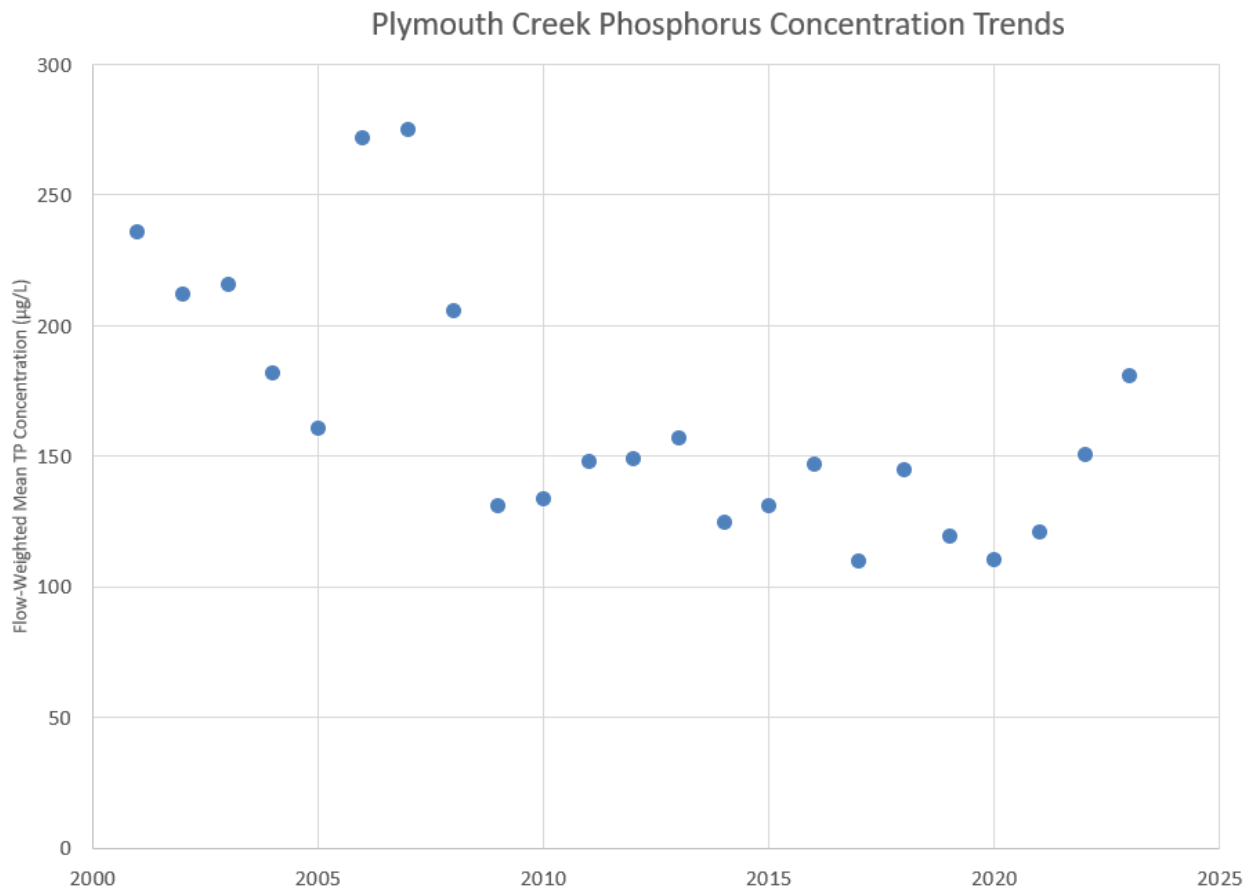


Figure 6-1 Flow-Weighted Mean Total Phosphorus Concentration Trends from Plymouth Creek Monitoring

While the flow-weighted mean TP concentrations from the Plymouth Creek monitoring station show consistently lower concentrations in recent years, the resulting TP loadings delivered to the lake are a byproduct of flow volumes in Plymouth Creek, which are more highly variable TP concentrations (as

shown in Figure 6-2). To get a better sense for how well the lower flow-weighted mean TP concentrations (shown in Figure 6-1) might compare to the 1,287 pounds per year TP load reduction necessary to meet the TMDL WLA requirement, we highlighted (as “Average Year”) in Figure 6-2 the monitored years with flow conditions that more closely resembled the 2006 conditions used in the TMDL. We then computed the difference between the 2006 average annual TP loading and the more recent average annual TP loading and found they generally exceeded 1,300 pounds per year. As a result, we estimated that the West Medicine Lake Park Ponds BMP improvements, alone, would satisfy the WLA allocations in the TMDL report.

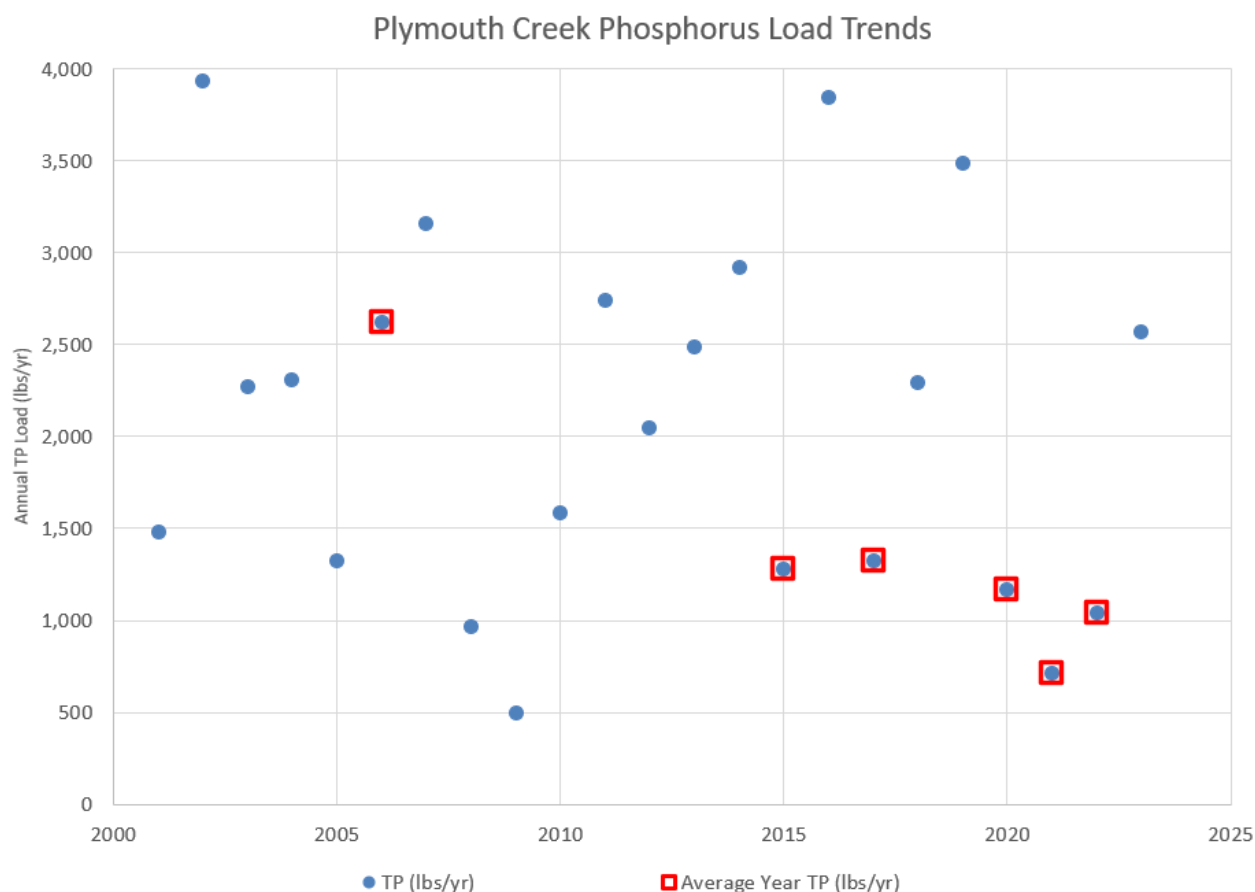


Figure 6-2 Annual Total Phosphorus Loading Trends from Plymouth Creek Monitoring

Despite the significant TP load reductions resulting from the implementation of the West Medicine Lake Park Ponds BMPs and several other major watershed tributaries to the lake, Figure 4-1 shows that there has not been a significant improved water quality response in Medicine Lake. As a result, internal phosphorus loading appears to be the primary cause for water quality impairment, and we expect that the TP load reduction associated with an in-lake alum treatment would address the gaps between observed in-lake TP concentrations and the State TP standard.

7 Remaining Water Quality Improvements Needed

7.1 Alum Treatment to Address Sediment Phosphorus Release

Because the water quality modeling shows the lake will not meet State standards without addressing internal phosphorus load, we reviewed a sediment study (University of Wisconsin-Stout, 2018) prepared for Three Rivers Park District (TRPD) to gain a better understanding of internal loading and the potential for realizing TP load reductions consistent with the TMDL. Unless sedimentation rates are high, we expect that the sediment core data collected for the 2018 study should still be relevant. The alum treatment plan in the sediment study looks sound. While the TP sediment fraction that is most susceptible to release under anoxic conditions is high all the way down to 15 cm with a peak in the upper 3 cm, dosing the top 5 cm makes sense and splitting the dose into more than one alum application, with monitoring in between alum applications, can help to determine whether adjustments to the dose are warranted. Given the high redox P deep in the sediment cores, it is conceivable that a third phase of alum treatment might be warranted to immobilize the remaining mobile P in the top 10 cm of the active sediment layer. Prescribing the treatment for May also makes sense to increase the binding efficiency by selecting a time when phosphate is free in the water column such that the treatment is not compromised by an early season algal bloom. With this approach we recommend that additional aluminum (at a 10:1 Al:P ratio) be added to the dose to account for the aluminum that will be combined with the TP in the lake water.

Based on the TRPD sediment study recommendations for total alum dosage for the treatment zone of Medicine Lake, we estimate that total alum treatment costs, combined for all three phases, will be in the range of \$1.5 million to \$2 million.

An alum application split into three phases is recommended for Medicine Lake following a carp survey and the development of a feasibility study, with monitoring in between alum applications, to help determine if future alum dose adjustments are warranted.

7.2 AIS Control

There is currently very limited information about the common carp population in Medicine Lake, and the potential impact that it they may have on internal phosphorus load and the implications for alum treatment dosing. As a result, a carp survey is recommended to coincide with the development of a feasibility study for the lake alum treatment.

It is important to note that meeting the nutrient standard may have other unintended consequences for AIS response, some of which has already begun to be addressed. As a result, it is recommended that an adaptive management approach should be taken to further address and control AIS, including:

- The current Lake Vegetation Management Plan (LVMP) allows for treatment of 25% to 30% of the littoral area, which is the maximum that DNR will allow at this time. It is expected that a whole lake treatment may become an option at some point. Diquat is currently getting used in smaller treatment areas, which is intended to control both EWM & CLP. We recommend that current CLP treatment efforts should continue through the LVMP process with an adaptive management approach for both CLP & EWM in the future after alum treatment based on observed plant occurrence frequencies.

- TRPD has been treating starry stonewort near the boat landing and beach and not in other areas of the lake. Data indicates that our current treatment efforts with copper/hydrothol/komeen may minimize the spread to other areas of the lake but hasn't kept it completely under control. We recommend continued treatment of starry stonewort in the lake to prevent a surge in extent and biomass with the improved water clarity expected after the alum treatment. In addition, an adaptive management approach should be taken as new research becomes available.
- Recent data collected by TRPD indicate that the statistically significant reductions in Chl-a concentrations (and algae), along with SDT increases in Medicine Lake, are likely due to the increases in zebra mussel numbers in the lake. Current and potential treatments (with molluscicides) have either been unsuccessful or cost prohibitive. Until a cost-effective product becomes available for long-term control of ZM on a whole lake situation, an adaptive management approach should be taken as new research becomes available. Control of the lake's zebra mussels should prevent blue-green algal blooms in the future.

7.3 Watershed BMPs

As discussed in Section 5, the hotspot mapping shown in Figure 5-2 shows that the direct drainage area and a few small subwatersheds that drain directly to the lake may be good locations for street sweeping and/or enhanced treatment of stormwater runoff.

References

- Minnesota Pollution Control Agency (MPCA). 2010a. *Medicine Lake Excess Nutrients TMDL*.
<https://www.pca.state.mn.us/sites/default/files/wq-iw8-19e.pdf>
- Minnesota Pollution Control Agency (MPCA). 2010b. *Medicine Lake Excess Nutrients TMDL Implementation Plan*. <https://www.pca.state.mn.us/sites/default/files/wq-iw8-19c.pdf>
- Minnesota Pollution Control Agency (MPCA). 2024. *2013 Guidance Manual for Assessing the Quality of Minnesota Surface Waters for Determination of Impairment: 305(b) Report and 303(d) List, 2022 Assessment and Listing Cycle*. wq-iw1-04l.
- University of Wisconsin-Stout. 2018. *Internal Phosphorus Loading and Alum Dose Considerations for Medicine Lake, Minnesota*. Prepared for Three Rivers Park District.

TMDL Project Scope

BCWMC/MPCA TMDL Partnership – April 2025

The purpose of this work plan is to document the project timeline and roles and responsibilities for developing TMDL reports for the Bassett Creek Watershed Management Commission (BCWMC). This is a working document which may change throughout the course of the project. Each new version will be noted by a new version number and will be accepted by the project manager and BCWMC lead.

Water bodies

- Lake phosphorus TMDLs will be developed for 2 lakes.
 - Lost (27-0103) - on the impaired list since 2024.
 - Lake to Watershed: 22 to 61; Landlocked basin
 - [Bassett Creek Watershed Management Commission :: Lost Lake \(bassettcreekwmo.org\)](http://bassettcreekwmo.org)
 - Northwood (27-0627) - on the impaired waters since 2004.
 - Lake to Watershed: 15 to 1,294
 - [Bassett Creek Watershed Management Commission :: Northwood Lake \(bassettcreekwmo.org\)](http://bassettcreekwmo.org)

Responsibilities

BCWMC:

- GIS layers
 - Watershed boundaries
 - Other applicable layers that BCWMC or partners have developed that are more accurate than publicly available layers.
- Watershed Models
 - Model output and models (P8)
 - Summary document of P8 modeling to be put in TMDL appendix.
- Sediment cores – If sediment cores are collected and laboratory analysis performed, results will be used to:
 - Inform the Bathtub (Lake) model related to the estimated internal phosphorus load from the sediment.
 - Assess whether an in-lake phosphorus treatment (such as alum) would be beneficial, what the phosphorus sediment load is, and use that information to help calculate the dose of treatment.
- If sediment cores are not collected:
 - The Bathtub model can still be developed, but the internal load will be an estimate.
- Special studies results:
 - As requested, provide access to previous monitoring reports, feasibility studies, other lake response models, and information on BMPs that have been implemented within the lake or watersheds.
- Coordinate and facilitate meetings with lake leaders and/or residents for each lake.

MPCA:

- Complete in-lake Bathtub modeling using information provided by BCWMC.
- Calculate TMDLs and Waste load allocations (WLA).
- Write TMDL report.
- Put report on public notice.
- Submit to EPA.

All:

- Organize and conduct meetings to relay information to partners; work together to ensure a quality product is produced.
- Meetings: Number can be adjusted based on level of input desired from partners.
 - Plan for 3 meetings with partners:
 - Kickoff meeting, after allocations are determined, and review draft report.
 - Plan for 2 meetings with lake leaders/groups and interested public to 1) receive input at the beginning of the project, and 2) gather feedback on the draft report. Lake groups include Friends of Northwood Lake and Lost Lake residents and volunteer lake monitors
 - Plan for 3-4 check-ins with core team:
 - During and after modeling, prep for partner allocation meeting, during draft reporting.

Timeline

Task	Who	Dates
Agreement of tasks (this document)	MPCA/BCWMC	April 2025
Check-in – Kick off	BCWMC, MPCA, partners	May/June 2025
Begin model updates / share GIS layers and studies	BCWMC	August 2025
Lake sediment coring / laboratory analysis	BCWMC	Sept 2025
Provide modeling outputs and technical memo on estimated loading / laboratory analysis for TMDL calculations	BCWMC	Aug - Nov 2025
Begin developing TMDL	MPCA	Sept - Nov 2025
Check-in meeting with partners to review allocations	BCWMC MPCA, partners	Nov – Dec 2025
Check-in meeting with partners to review draft TMDL	BCWMC, MPCA, partners	May 2026
Complete draft TMDL/Submittal to EPA	MPCA	October 2026

Project team and responsibilities

Staff Member	Organization / Project Role	Contact info	Responsibilities
Amy Timm	MPCA Project manager	Amy.timm@state.mn.us	Coordinate project team, primary contact with questions and adjustments to schedule, assist in TMDL report
Jeff Strom	MPCA TMDL writer	Jeff.strom@state.mn.us	Lead TMDL report writer
Laura Jester	BCWMC Administrator	laura.jester@keystonewaters.com	BCWMC – Core team
Greg Wilson	BCWMC Engineer	gwilson@barr.com	BCWMC – modeling and data – Core team
Stephanie Johnson	BCWMC Engineer	stephanie.johnson@barr.com	BCWMC – modeling and data – Core team
Ben Scharenbroich	City of Plymouth	bscharenbroich@plymouthmn.gov	Partner check-ins
Nick Macklem	City of New Hope	nmacklem@newhopemn.gov	Partner check-ins
Jason Swenson	MnDOT	jason.swenson@state.mn.us	Partner check-ins
Drew McGovern	Hennepin County	drew.mcgovern@hennepin.us	Partner check-ins

Scope of Work and Estimated Budget for Northwood and Lost Lakes TMDL P8 Model Updates, Lake Sediment Coring / Laboratory Analysis, Reporting, and Stakeholder Meetings

Background

Monitoring data collected within Northwood and Lost Lakes of the BCWMC show water quality concerns associated with high total phosphorus concentrations. Northwood Lake is included on the MPCA's List of Impaired Waters for excess nutrients.

The BCWMC and MPCA have developed a partnership to complete Total Maximum Daily Load (TMDL) studies for these two waterbodies. These TMDLs will be used to provide a better understanding of the lakes' current conditions, identify major sources of nutrient loading into each of the lakes, develop estimates of nutrient loading from each of these sources, and to inform future planning for implementation of best management practices to address nutrient loadings and to improve water quality conditions within these waterbodies.

The MPCA and BCWMC have identified roles and responsibilities for each agency, associated with the development of the TMDLs, as described within the attached "TMDL Project Scope: BCWMC/MPCA TMDL Partnership – April 2025" document.

The following describes the Commission Engineer's proposed scope of work to assist with the Northwood and Lost Lakes TMDL project.

Scope

Task 1: Project Kickoff Meeting

BCWMC and MPCA staff will hold a project kickoff meeting with municipal partners and representatives from the local lake associations to provide information on the TMDL study and to answer any questions. We understand that BCWMC and MPCA staff will take the lead on coordinating the meeting, developing the meeting agenda, and creating presentation materials related to the TMDLs and various agency roles. Commission Engineers will support BCWMC and MPCA staff, if needed, by providing background information on results from water quality monitoring activities within Northwood and Lost Lakes. Commission Engineers will also attend the project kickoff meeting to participate in the discussion and help with answering questions.

Deliverables

- Attendance at one in-person project kickoff meeting.
- Background information on monitoring activities within the lakes, if needed.

Task 2: Lake Sediment Coring & Laboratory Analysis

The Commission Engineer's water quality field monitoring staff will collect lake sediment cores at one location, in the deep center, within each of the study lakes to analyze for phosphorus (P) concentrations and observe P release rates from lake bottom sediments within the laboratory. A total of up to 18 cores will be collected and transported to the Commission Engineer's limnology laboratory; 6 of the cores will be analyzed for P fractionization and 12 will be analyzed for sediment release rates under both aerobic and anaerobic conditions. The Commission Engineer will coordinate with the Commission Administrator and/or city staff on the timing and any access permissions that might be needed for performance of the field data collection. The proposed budget for this task assumes sediment coring will be completed in one day with two Commission Engineering field staff.

We will summarize the results from the laboratory analysis in the technical memorandum (developed in Task 3). The MPCA will use these results as inputs into the lake response model they are developing for the TMDL study. Results from this task will also be used to help inform potential lake sediment treatment doses in future efforts related to implementation (e.g., alum treatment).

Deliverables

- Summarize results regarding sediment phosphorus concentrations for each sediment fraction and the observed sediment phosphorus release rates (to be included within technical memorandum developed in Task 3).

Task 3: P8 Model Updates & Project Reporting

We will update the Commission's stormwater pollutant loading model (i.e., the P8 model) for subwatersheds draining to Northwood and Lost Lakes. The Commission Engineer last updated the Commission's existing P8 models for these areas in 2018. We will use information previously provided to the Commission by the Cities of Plymouth and New Hope on redevelopments and capital improvements completed within these subwatersheds since 2018, to update the P8 models to reflect current conditions within those areas. We will also incorporate more recent climate data (i.e., precipitation and temperature) into the models to appropriately simulate stormwater runoff conditions within these more recent years.

We will develop draft and final project reporting in technical memorandum format, along with a GIS figure showing subwatershed divides and modeled BMPs. Results from this task can be used to enable each MS4 to report total phosphorus (TP) loads for their TMDL wasteload allocations. We will save all P8 model inputs and outputs to a spreadsheet file and provide the data to the MPCA for the TMDL baseline year.

Deliverables

- Updated P8 model and GIS mapping to reflect current conditions within the Northwood and Lost Lakes subwatersheds.
- Draft and final technical memorandum reporting on P8 model changes and results for the TMDL baseline year, including a spreadsheet file containing P8 model inputs and outputs.

Task 5: Stakeholder Meetings

We will attend up to two additional project stakeholder meetings related to the Northwood and Lost Lakes TMDL project. Our proposed budget estimate assumes that these meetings will be in person and that we will create presentation materials associated with work completed in Tasks 2 and 3 of this proposal. We assume that MPCA staff will create any presentation materials associated with the TMDL process, in general, and those tasks that MPCA staff are completing for the work.

Deliverables

- Attendance at up to two in person project coordination meetings.

Budget

The scope described above will be performed on a time and materials basis for an estimated not-to-exceed cost of **\$39,500**. Table 1 summarizes the estimated project work by task.

Table 1 **Proposed project budget**

Task		Estimated Costs
1.	Project kickoff	\$4,600
2.	Northwood and Lost Lakes sediment core collection & laboratory analysis	\$22,000
3.	P8 model updates & project reporting	\$7,200
4.	Stakeholder Meetings	\$5,700
Total		\$39,500



Bassett Creek Watershed Management Commission

MEMO

To: BCWMC Commissioners
From: Technical Advisory Committee and Administrator Jester
Date: April 10, 2025

RE: Recommendations on 5-year Capital Improvement Program

At their meetings in February and March, the BCWMC Technical Advisory Committee (TAC) reviewed the 5-year Capital Improvement Program (CIP) including potential projects that could be added to the CIP and changes to schedules or budgets.

As approved at the February Commission meeting, the CIP project to repair the Double Box Culvert was moved to 2026 and a feasibility study is currently underway for that project.

The TAC recommends additional adjustments to the existing CIP including:

- moving the next project in the Medicine Lake Rd & Winnetka Ave Long Term Flood Mitigation Plan Project (BC-2,3,8,10) to start in 2027 with the budget increased from \$1.1M to \$2M;
- moving the Crane Lake Chloride Reduction Demonstration Project (CL-4) to start in 2027 because the feasibility study will not be completed in time to implement in 2026; and
- moving the Toledo Ave/Minnaqua Pond Stormwater Improvements & Flood Reduction (BC-13) to start in 2028.

The TAC also reviewed the Fernbrook Regional Stormwater Improvement Project, requested by the City of Plymouth to be added to the CIP starting in 2027. (See the project fact sheet, maps, and prioritization matrix in Attachment A.) TAC Chair Scharenbroich (Plymouth) reported that this project would be constructed on a 7-acre parcel in an area north of Hwy 55 lying between Fernbrook Ave. to the west and I-494 to the east. The project would alleviate flooding issues in the area and would reduce or eliminate flooding of garages at an apartment complex where flooding is common, and which is within an Environmental Justice - Climate Vulnerability zone identified by the City. The project would also improve water quality downstream in Plymouth Creek and Medicine Lake. The project was originally scoped by Barr Engineering for the City of Plymouth (see Technical Memorandum attached with online meeting materials) with planning level costs, including land acquisition, of \$5.6M. As scoped in the technical memorandum as option 1, the project would create about 13.5 acre-feet for flood storage and reduce total phosphorus by about 13.8 lbs/year.

The Fernbrook project scored a 13 on the Commission's CIP prioritization matrix which is on the high end when compared to other existing CIP projects.

TAC Recommendation:

The TAC recommends the attached 5-year Capital Improvements Program (Attachment B) that includes shifts to budgets and timing of three projects (as noted above), and the addition of the Fernbrook Regional Stormwater Improvement Project with the first three years of funding slated for 2027 – 2029.

[The draft **10-year CIP** is currently under review by the Plan Steering Committee and the TAC. This longer timeframe will capture the remaining funds needed for the Fernbrook project. Actual Commission contribution to the project is negotiable after the feasibility study is complete and before the project is officially ordered by the Commission. (For instance, land acquisition is a *potentially* eligible project cost and may or may not be part of the Commission's CIP cost.)]

The addition of the Fernbrook project requires a minor amendment to the 2015 Watershed Management Plan because this project is not included in the current CIP.

Staff Recommendation:

If the Commission approves the TAC-recommended 5-year CIP, the Commission should set a public hearing on a proposed minor plan amendment for its June 18, 2025 meeting.

ATTACHMENT A

Project Category: Water Quality & Water Capacity

Project Title: Fernbrook Regional Stormwater Improvements

Total Estimated Cost: \$5,600,000

BCWMC Project Number: PC-1

Description:

This project in the city of Plymouth will construct a regional stormwater treatment system to reduce flooding and improve water quality in downstream Plymouth Creek and Medicine Lake in the area north of Highway 55 on Fernbrook Lane.

Source of Project Funding	2026	2027	2028	2029	2030
CIP Account – BCWMC ad valorem tax levy through Hennepin County		\$0.5M	\$0.5M	\$2M	

Justification:

The City of Plymouth is concerned with existing flooding and water quality concerns around the area of Fernbrook Ln N and Harbor Lane N. The flood reduction and water quality goals as outlined in the attached Technical Memorandum from Barr Engineering (contracted separately from watershed work) outlines the proposed improvements and potential water quality and quantity benefits.

Scheduling and Project Status:

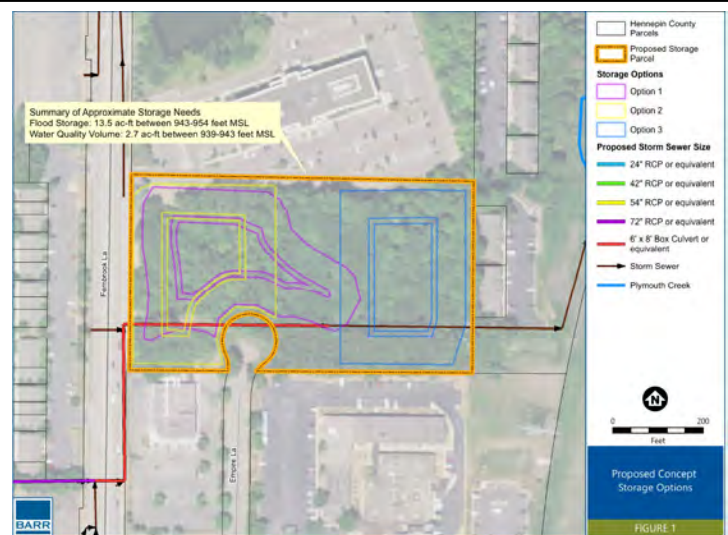
[Staff will provide this information.]

Relationship to BCWMC Plan and Other Projects:

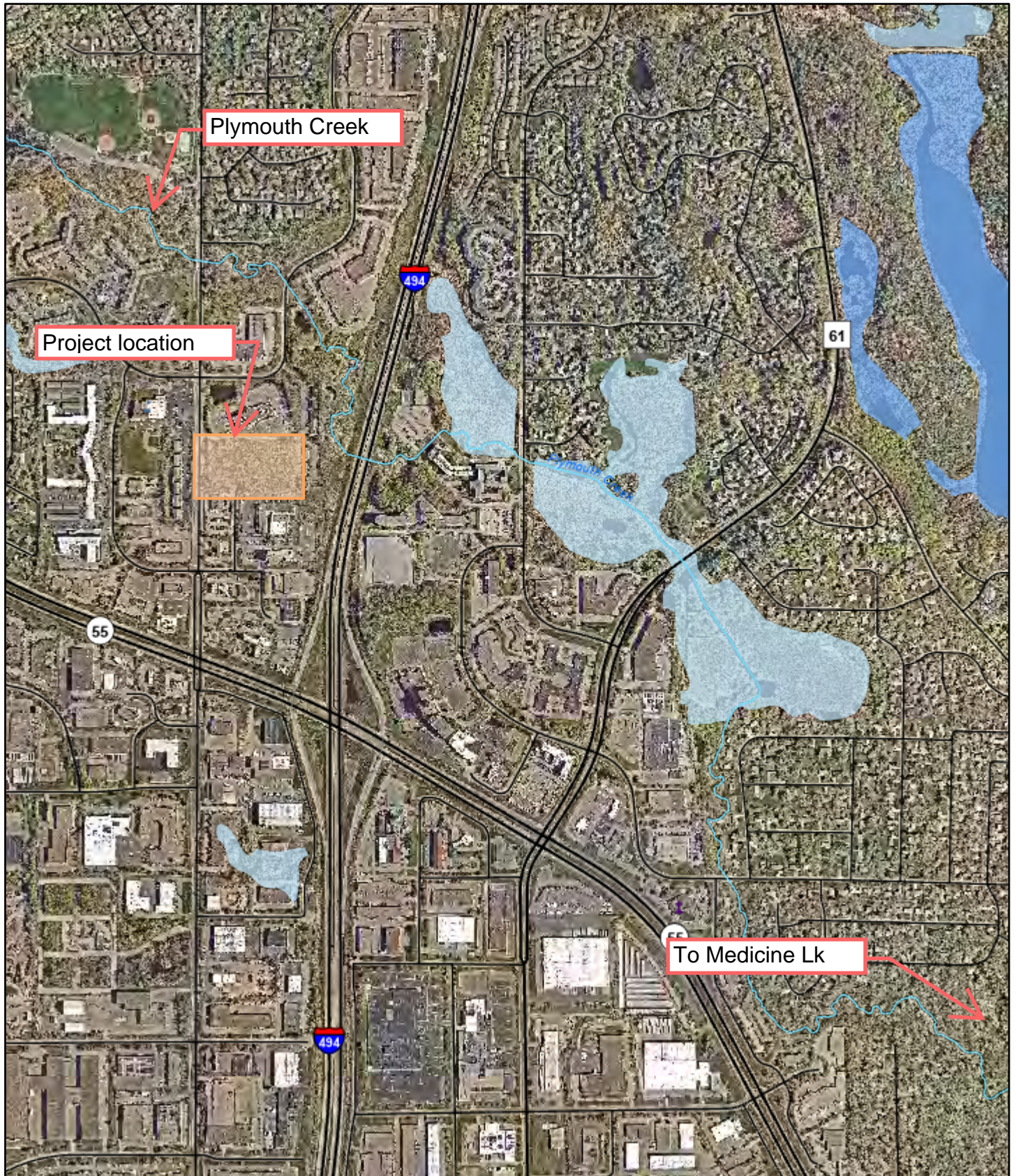
This project is consistent with the goals and policies of the BCWMC Watershed Management Plan. This project would assist in meeting the goals of the Medicine Lake TMDL and would reduce flood risk to adjacent properties.

Effect on Annual Operations Costs:

This project has no effect on BCWMC Annual Operations Costs.



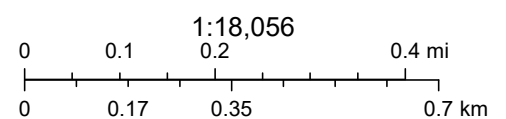
Fernbrook Project Location



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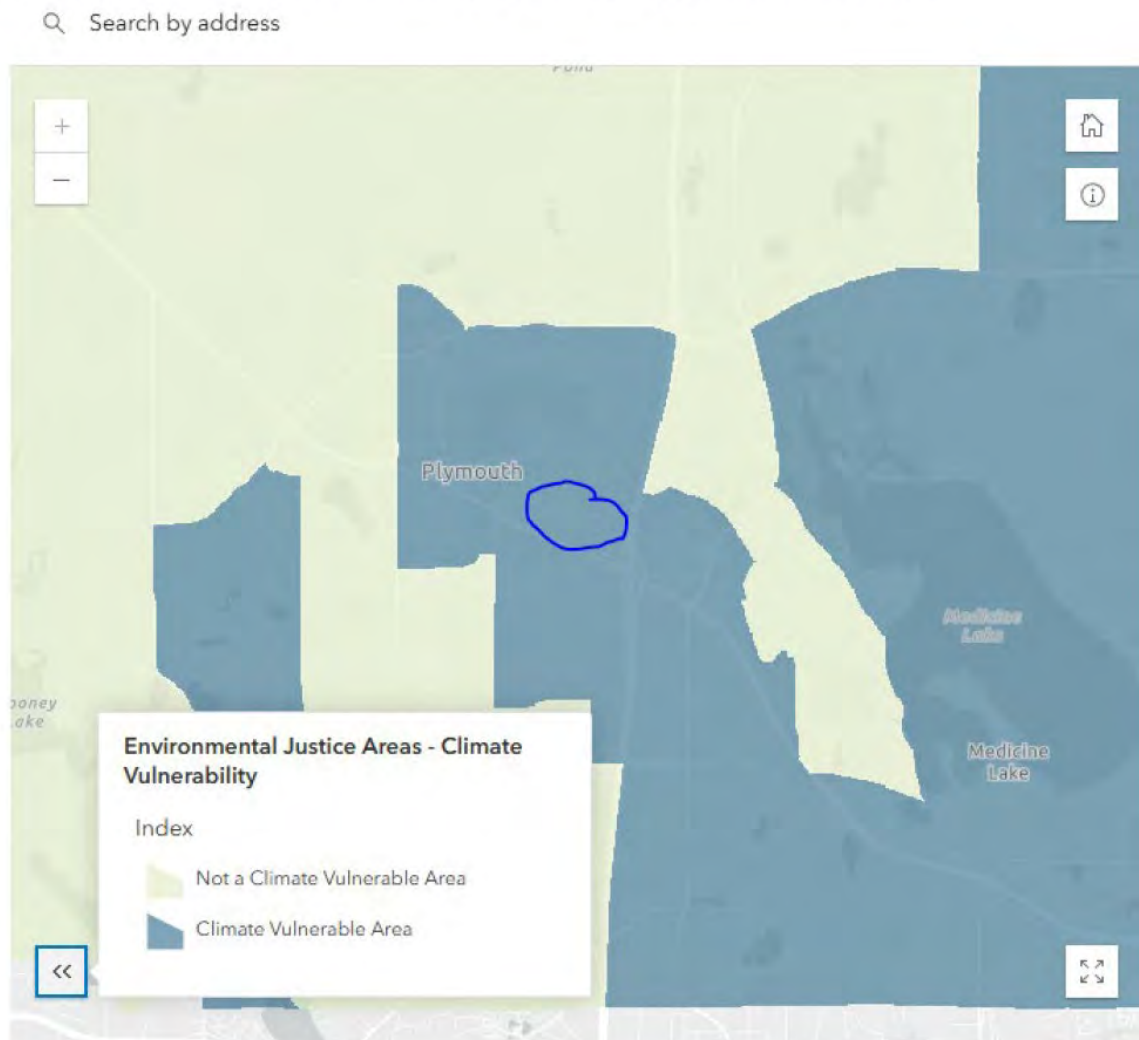
- Red: Band_1
- Green: Band_2
- Blue: Band_3



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Fernbrook Regional Stormwater Improvement Project location on Climate Vulnerability map

Here's a screenshot from our Climate Vulnerability map showing the project area is in the CV zone



BCWMC Project Prioritization Scoring Matrix																	
		Primary Benefit Factors					"Jurisdiction" Factors			Opportunity Factors		Secondary Benefit Factors					Total Score
Project Name		Protects/improves water quality of priority waterbody (reduces phosphorus loading)	Located in a total phosphorus loading "hot spot": 0 pt for <0.15 mg/L 1 pt for 0.15 - 0.20 mg/L 2 pt for 0.20 - 0.25 mg/L 3 pt for 0.25 - 0.30 mg/L 4 pt for >0.3 mg/L	Protects/improves WQ of priority waterbody by reducing chloride loading 1 point = reduction of impervious surface; 2 points = significant reduction of impervious surface; 3 points = project with the aim of reducing chlorides	Addresses approved TMDL or WRAPS	Addresses a flooding concern: 1 pt reduces local flooding <5 structures 2 pt reduces local flooding >5 structures 3 pt reduces intercommunity flooding <5 structures 4 pt reduces intercommunity flooding >5 structures	Part of Trunk System	Protects/restores previous BCWMC investments in infrastructure (CIP projects and Flood Control Project)	Intercommunity watershed	Partnership with significant stakeholders (% funding threshold from non-BCWMC/City?)	Coordinated with redevelopment or City/agency infrastructure projects	Protect and enhance riparian or upland wildlife habitat as a secondary benefit	Increase quality and quantity of wetlands	Reduce runoff volume	Public education or demonstration value is emphasized through specific project elements	Minimize the spread and impact of AIS as a secondary benefit	
Score	Range	2	0-4	2	2	1-4	1	1	1	1	1	0.5	0.5	0.5	0.5	0.5	
DeCola Pond F flood storage and diversion	2025 & 2026 Portions of BC-2, 3, 8, 10	2	2	2	0	3	0	0	1	1	0	0.5	0	0	0	0	11.5
SEA School flood storage		2	1	1	0	3	0	0	1	1	1	0.5	0	0	0.5	0	11
Medley Park Stormwater Treatment Facility	ML-12	2	4	0	2	1	0	0	1	0	1	0.5	0.5	0	0.5	0	12.5
Mt. Olivet Stream Restoration Project	ML-20	2	0	0	2	0	0	0	0	1	0	0.5	0	0	0.5	0	6
Dredging of accumulated sediment in Main Stem Bassett Creek just north of Hwy 55, Wirth Park	BC-7	2	0	0	0	1	1	1	1	1	0	0	0	0	0.5	0	7.5
Parkers Lake Drainage Improvement Project	PL-7	2	4	0	0	0	0	0	0	1	0	0.5	0	0	0.5	0	8
Bassett Creek Main Stem Restoration - Regent Ave to Golden Valley Rd	2021-CR_M	2	3	0	0	0	1	1	1	1	0	0.5	0	0	0.5	0	10
Bassett Creek Park Water Quality Improvement Project	BC-11	2	0	0	0	0	0	0	0	1	1	0.5	0.5	0	0.5	0	5.5
Ponderosa Woods Stream Restoration	ML-22	2	3	0	2	0	0	1	0	0	0	0.5	0.5	0	0.5	0	9.5
Sweeney Lake Alum/Carp Mgmt	SL- 8	2	0	0	2	0	1	1	1	1	0	0	0	0	0	0.5	8.5
Crane Lake Improvement Project	CL-3	2	0	0	0	0	0	0	0	1	1	0.5	0	0.5	0.5	0	5.5
Jevne Park Stormwater Improvement Project	ML-21	2	0	0	2	1	0	0	0	0	0	0.5	0.5	0	0.5	0	6.5
Bryn Mawr Meadows Water Quality Improvement Project	BC-5	2	4	0	0	0	0	0	0	1	1	0	0	0	0.5	0	8.5
Plymouth Enhanced Street Sweeper		2	4	0	2	0	1	1	0	0	0	0	0.5	0	0.5	0	11
Crane Lake Chloride Study		2	0	3	2	0	1	1	0	0	0	0.5	0.5	0	0.5	0.5	11
Plymouth Creek Restoration - Dunkirk Ln to Yuma	Plymouth	2	0	0	2	2	1	1	0	0	0	0.5	0.5	0	0.5	0	9.5
Plymouth Creek Restoration - Vicksburg Ln to CR9	Plymouth	2	0	0	2	2	1	1	0	0	1	0.5	0.5	0	0.5	0	10.5
Minnaqua Pond/Toledo Ave Stormwater Improvement	Golden Valley	2	3	1	0	3	1	0	0	1	1	0.5	0.5	0.5	0	0	13.5
Golden Valley Enhanced Street Sweeper	Golden Valley	2	4	1	2	0	1	1	1	0	0	0	0.5	0	0.5	0	13
Regional Stormwater Treatment Facility	Plymouth	2	2	0	2	2	0	1	0	1	1	0.5	0.5	0.5	0.5	0	13

BCWMC 5-year Capital Improvement Program: TAC Recommended 2025 – 2029 CIP List (with proposed changes from 2024 – 2028 list shown with underline/strikeout)

Project Name	City	#	2022	2023	2024	2025	2026	2027	2028	2029	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) ⁵	GV, Crystal, New Hope	BC-2,3,8,10	\$300,000	2,548,000 ⁵	\$252,000 (SEA School)		\$100,000	\$1,000,000	<u>\$1,000,000</u>		
WQ improvements in Bryn Mawr Meadows, Main Stem Watershed ²	MPLS	BC-5		\$1,175,000							\$2,087,000
Medley Park Stormwater Treatment Facility ⁴	GV	ML-12	\$400,000	\$950,000 ⁴	\$800,000						\$2,150,000
Dredging accumulated sediment in Main Stem Bassett Creek Lagoons, Wirth Park ³	GV/MPLS	BC-7	\$1,425,000 ³	\$334,000				\$200,000	\$600,000		\$3,159,000 (inc. \$600,000 from 2021)
Parkers Lake Drainage Improvement Project	Plymouth	PL-7									\$485,000
Bassett Creek Main Stem Restoration - Regent Ave to Golden Valley Rd	Golden Valley	2024-CR-M			\$634,000	\$953,500 ⁷	\$653,500				\$2,241,000
Ponderosa Woods Stream Restoration	Plymouth	ML-22			\$352,000						\$352,000
Sweeney Lake Water Quality Improvement Project (alum + carp management) ¹	Golden Valley	SL-8									\$568,080
Cost share purchase of high efficiency street sweeper	Plymouth	ML-23									\$81,600
Crane Lk Chloride Reduction Demonstration Project at Ridgedale Mall	MTKA	CL-4					\$300,000	<u>\$300,000</u>			\$300,000
Plymouth Creek Restoration Project Dunkirk Lane to 38 th Ave. North ⁸	Plymouth	2025CR-P				\$1,300,000	\$1,300,000				\$2,600,000
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 \$400,000	<u>\$500,000</u>	\$900,000
Flood Control Project Double Box Culvert Repairs	MPLS	FCP-1					<u>\$850,000</u>	\$350,000	\$950,000		\$1,200,000
Sochacki Water Quality Improvement Project	GV/Robbs	BC-14			\$2,000,000 ⁶	\$300,000					\$2,300,000
<u>Fernbrook Regional Stormwater Improvements</u>	<u>Plymouth</u>	<u>PC-1</u>						<u>\$500,000</u>	<u>\$500,000</u>	<u>\$2,000,000</u>	
Estimated Total Project Cost			\$2,125,000	\$5,007,000	\$4,138,000	\$2,603,500	2,803,500	\$2,350,000	\$2,500,000	\$2,500,000	
Estimated Use of BCWMC Closed Project Account Funds			\$100,000	\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$0	
City and Grant Funding			\$325,000 ³	\$800,000 ⁴ \$1,800,000 ⁵	\$1,700,000 ⁶	\$300,000 ⁷	\$400,000 ⁸	\$0	\$0	\$0	
Total Levy			\$1,700,000	\$2,207,000	\$2,238,000	\$2,303,500	\$2,403,500	\$2,350,000	\$2,500,000	\$2,500,000	

¹ Federal 319 grant
² Clean Water Fund grant (\$400,000)
³ Clean Water Funds (WBIF) (\$250,000) + Hennepin County Opportunity grant (\$75,000)
⁴ Clean Water Fund Grant (\$300,000) + Golden Valley funds (\$500,000)
⁵ MnDNR grant to city + city funds (\$1,800,000)

⁷ Golden Valley funding of \$300,000 for 2024CR-M
⁸ Clean Water Fund Grant = \$400,000

⁶ Funding partners = Robbinsdale, Golden Valley, TRPD, possible grants for BC-14

**DRAFT COOPERATIVE AGREEMENT
BASSETT CREEK TUNNEL**

This Cooperative Agreement (the “**Agreement**”) is made as of this ____ day of _____, 20__ by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (the “**Commission**”) and the City of Minneapolis, a Minnesota home rule charter city (the “**City**”).

RECITALS

- A. The Commission is a joint powers watershed management organization organized under the laws of the State of Minnesota. The Commission has authority under Minnesota Statutes, chapter 103B and Minnesota Statutes, section 471.59 to contract with other public entities to provide for flood control within the Bassett Creek watershed.
- B. The City, a home rule charter city organized under the laws of the State of Minnesota, is one of nine member cities that make up Commission membership.
- C. The Bassett Creek Flood Control Project (the “Flood Control Project”) was designed and constructed from the late 1970s through the 1990s. The Flood Control Project was designed and implemented to provide flood control within the Bassett Creek Watershed; it consists generally of six major control structures, ten replaced street crossings, five flood-proofed homes, several flood storage areas, and the Tunnel (as defined below in Recital D).
- D. Although various elements of the Flood Control Project are located in several of the municipalities that make up the Commission’s membership, one critical element known as the New Bassett Creek Tunnel (herein, the “Tunnel”) is located entirely within the City. The Tunnel was constructed in three phases. Phase 1, the 2nd Street tunnel, was constructed by the Minnesota Department of Transportation in 1979; Phase 2, the 3rd Avenue tunnel, was constructed by the United States Army Corps of Engineers (“USACE”) in 1990; and Phase 3, the box culvert, was constructed by the USACE in 1992. A depiction of the Tunnel is attached hereto as Exhibit A. For the sake of clarification, the Old Bassett Creek Tunnel, constructed in the early 1900s and maintained by the City, is not considered part of the Flood Control Project or otherwise subject to this Agreement.
- E. On June 27, 1986, after being designated by the Commission as the local sponsor for the Flood Control Project, the City entered into an agreement with USACE through which it took responsibility to “operate, maintain and rehabilitate” the Flood Control Project. A copy of this agreement is attached as Exhibit B.
- F. The Tunnel was constructed on both public and private property pursuant to land-use rights that are held by the City, which are also generally depicted on Exhibit A attached hereto. With some limited exceptions, as more specifically described in the Joint Cooperative Agreement for Boundary Change, dated September 28, 2000, between the Commission, the City, and the Mississippi Watershed Management Organization (the “Boundary Change Agreement”), the

waters of the Bassett Creek watershed flow to the Mississippi River through the Tunnel. A copy of the Boundary Change Agreement is attached hereto as Exhibit C.

- G. The City remains responsible for the operation, maintenance, and rehabilitation of those elements of the Flood Control Project that are located in Minneapolis, including, but not necessarily limited to, the Tunnel.
- H. Notwithstanding the City's responsibilities related to the Tunnel, the Commission has for many years, in cooperation with the City, planned and provided for Tunnel inspections and maintenance activities. For that reason, the Commission maintains both an Emergency Repair Fund and a Long-Term Maintenance Fund for the Flood Control Project.
- I. The City desires for the Commission to continue regular Tunnel maintenance activities on its behalf, including, but not necessarily limited to, routine Tunnel inspections and Tunnel repairs. The Commission is presently willing and able to do so to the extent memorialized herein.
- J. For the reasons set forth above, and pursuant to the authority in Minnesota Statutes, section 471.59, the parties believe it to be in their best interests to cooperate and enter into this Agreement related to the ongoing operation, maintenance, and rehabilitation of the Tunnel.

AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

- 1. **Tunnel Ownership; Right of Entry.** All elements of the Tunnel, including all physical Tunnel infrastructure and appurtenances, are owned solely by the City, and nothing contained in this Agreement shall be interpreted as transferring the City's ownership of the Tunnel to the Commission. Similarly, the City warrants and represents that it has the authority to access all property reasonably necessary to inspect and maintain the Tunnel and to enter into this Agreement. Notwithstanding the foregoing, the City grants the Commission, including the Commission Engineer and any duly appointed agents and contractors of the Commission, a limited, non-exclusive permit to enter onto any and all real property where the Tunnel is located. The Commission, as assignee pursuant to the City's existing or any later acquired land use rights, may enter said real property at all reasonable times to perform Tunnel-related activities that are contemplated in this Agreement. The Commission will give no less than one (1) week notice to the City and receive approval from City staff for access prior to any Tunnel entry activities that it performs, except in cases of emergencies or unless shorter notice is otherwise agreed to by the City on a case-by-case basis.
- 2. **Regular Tunnel Inspections.** The parties acknowledge that it is prudent to provide for regular inspections of the Tunnel in accordance with this section to ensure that the Tunnel is properly maintained and remains functional.
 - a. **Commission Tunnel Inspections.** The Commission, including the Commission Engineer and any duly appointed agents and contractors of the Commission, will perform regular Tunnel

inspections as the Commission determines necessary in accordance with the Commission's policies and Flood Control Project Inspection Program. At a minimum, the Commission will conduct inspections of the inside of the Tunnel that adhere to the standards required under the National Association of Sewer Service Companies ("NASSCO") in accordance with the Operation and Maintenance Manual for the Bassett Creek Flood Control Project (FCP), prepared by USACE ("O&M Manual"), as it may be amended from time to time. More frequent inspections may be performed by the Commission in coordination with and approval from City staff pursuant to the procedures in section 2.b below, and the Commission may deviate from NASSCO standards when it performs inspections that are above and beyond those contemplated in the O&M Manual. The City hereby authorizes the Commission, its agents and contractors to perform Tunnel inspections and to cooperate and work in good faith with the Commission to the extent reasonably necessary to ensure that the inspections contemplated herein are completed in accordance with the Commission's established schedule. Notwithstanding the foregoing, nothing provided herein shall be interpreted as a contractual obligation or guarantee that the Commission's current policies and practices related to Tunnel inspections will remain in place, and the Commission expressly reserves its right to determine the extent of Tunnel inspections that it will undertake or finance, in its sole discretion and pursuant to ongoing Commission policy.

- b. Notice; Inspection Reports. Prior to any Commission inspection, the Commission agrees to inform the City in writing at least 30 days beforehand that such an inspection will take place, and thereafter will work cooperatively with the City to obtain approval for such access, schedule the inspection, and provide City representatives with an opportunity to participate in the inspection to the extent the City desires. Following any inspection, Commission policy currently contemplates that the Commission engineer will prepare an inspection report. Such reports will be prepared in accordance with NASSCO standards only for minimally required inspections, as contemplated in the O&M Manual, which may be necessary for eligibility for federal funding to repair or replace features of the Flood Control Project in an event of catastrophe. Inspection reports for more frequent inspections may take an alternative form, as determined by the Commission. All reports prepared by the Commission following an inspection will be provided to the City for its records within one month of such report's completion.
- c. City Inspections; Notice. Nothing contained herein precludes the City from inspecting the Tunnel. Prior to any such City inspection, and except in the case of emergencies, the City will inform the Commission in writing that such inspection will take place at least 30 days beforehand to allow for Commission participation or coordination, to the extent desired. If an emergency requires the City to perform an inspection but not provide the Commission with 30 days' notice, then the City will inform the Commission as soon as practicable to, likewise, allow for Commission participation or coordination, to the extent desired.

3. **Tunnel Maintenance and Repairs.**

- a. Non-Emergency Maintenance and Repairs. As owner of the Tunnel, and pursuant to previous agreements that the Commission is not a party to, the City is responsible for all maintenance and repairs of the Tunnel. Nevertheless, the City hereby agrees that the Commission may

continue carrying out Commission policy, as may be amended by the Commission from time to time, and perform any and all Tunnel maintenance that the Commission deems necessary and feasible, upon notice to, consultation and coordination with, and approval from City staff. Notwithstanding the foregoing, nothing provided herein shall be interpreted as a contractual guarantee that the Commission's current policies and practices, to the extent they relate to the Tunnel, will remain in place, and the Commission expressly reserves its right to determine the extent of Tunnel maintenance and repair work that it will undertake or finance, in its sole discretion and pursuant to Commission policy.

- b. Emergency Maintenance and Repairs. The parties understand and acknowledge that the Commission, due to its organizational makeup and structure, is not equipped to respond to emergencies or perform emergency maintenance or repair work of the Tunnel. Accordingly, if emergency repairs or other emergency maintenance work become necessary, the City intends to respond as soon as reasonably practical to ensure that such repairs are implemented as soon as possible. During such emergencies, the Commission, through its engineer, will provide the City with technical support to any extent duly authorized by the Commission and may also provide financial support to the extent duly authorized by the Commission. Nothing provided herein shall be interpreted as a contractual guarantee that the Commission's current policies and practices, to the extent they relate to the Tunnel, will remain in place, and the Commission expressly reserves its right to determine the extent of involvement that it desires to have, financial or otherwise, with respect to emergency Tunnel maintenance and repairs. Notwithstanding the foregoing, in the event that the Commission is willing and able to respond to an emergency situation, it shall give notice to the City and any emergency repairs it performs must be approved by the City to the extent reasonably practical under the circumstances.
4. Project Review. The City regulates development in areas surrounding the Tunnel and within its jurisdictional boundaries, for example, through its local land use controls and building permit program. As certain land-disturbing activities within the City, whether public or private, may interfere with the Commission's ability to perform Tunnel inspections and maintenance tasks, as contemplated herein, and may further impact the integrity and function of the Tunnel and the overall Flood Control Project, the parties seek to establish the following procedures.
 - a. Notice to Commission. The City agrees to provide the Commission with written notice of any land disturbing activities¹ or building alterations that may impact the Tunnel and all relevant details related thereto and their potential Tunnel impacts prior to Public Works approval of such land disturbing activities or building alterations. For purposes of this section, "land disturbing activities or building alterations that may impact the Tunnel" shall mean those land disturbing activities or building alterations, as the case may be, that (i) will alter or interfere with any existing access points to the Tunnel, which are depicted on Exhibit A attached hereto; (ii) will potentially cause any sort of physical impact to the Tunnel during construction; or (iii) will modify or impact the Tunnel's structural integrity or create increased structural loading or instability to the Tunnel. The notice required herein shall include any

¹ Land disturbing activities shall include any development work or alterations of the ground surface that require review and approval by the City.

and all relevant details, plans and specifications, and other documents containing information about proposed activities.

- b. Commission Engineer Review. Following receipt of the notice required in section 4.a above, the Commission engineer will have 45 calendar days, unless a longer period of time is agreed upon by representatives of both parties, to review all materials provided by the City and prepare a written report related to the land-disturbing activities and any expected impacts on the Tunnel. The City agrees that while this Agreement is in effect, the City will make commercially reasonable efforts to incorporate comments, conditions, and recommendations provided by the Commission engineer into any City approval to protect the integrity of the Tunnel.
5. No Effect on Existing Agreements. Nothing provided in this Agreement shall be interpreted to amend or modify any previously existing agreement that the parties have entered into with one another, including, but certainly not limited to, the Boundary Change Agreement, a copy of which is attached hereto as Exhibit C.
6. Notices. Any formal notice, demand, or other communication under this Agreement by any party to another shall be sufficiently given or delivered if it is dispatched by (i) registered or certified mail, postage prepaid, return receipt requested; or (ii) delivered personally to the following named persons or their successor:

To the Commission: Bassett Creek Watershed Management Commission
Attention: Laura Jester, Administrator
P.O. Box 270825
Golden Valley, MN 55427
Current Email: laura.jester@keystonewaters.com

To the City: City of Minneapolis
Public Works Surface Water & Sewers
350 South 5th Street, #203
Minneapolis, MN 55415
Attn: Angie Craft, Director
Current Email: angie.craft@minneapolismn.gov

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. For the avoidance of doubt, correspondence between the parties and their respective agents and representatives may occur via email when related to inspections and other Tunnel work (as contemplated in sections 1 through 3 above), including coordinating and approving such activities.

7. Liability; Indemnification. For purposes of this Agreement and the cooperative activities contemplated herein, the parties hereto are considered a single governmental unit for purposes of total liability for damages pursuant to Minnesota Statutes, section 471.59, subd. 1a(b). This Agreement does not, however, create a joint powers board or organization within the meaning of Minnesota Statutes, section 471.59. Each party agrees to require any contractor or sub-contractor

performing any activities under this Agreement on its behalf to defend, indemnify and hold harmless the other party, its officials, officers, agents, volunteers, and employees from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, for said contractor or sub-contractor's acts and omissions related to such activities.

Each party further 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 party and the results thereof. Furthermore, each party shall indemnify and hold harmless the other party, its officers and employees against all claims, losses, damage, liability, suits, judgments, costs and expenses, including reasonable attorneys' fees, resulting from the alleged negligent actions, willful misconduct, and fraudulent actions of the indemnifying party, its officers, employees, or agents. A 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. Nothing in this Agreement shall constitute or be construed as a waiver of any immunity, exemption, or limitation on liability available to the parties under Minnesota Statutes, chapter 466 or any other law.

The Commission will not be deemed to have acquired by entry into or performance under this Agreement, any form of interest or ownership in the Tunnel or to any portion of the land where the Tunnel is located or adjacent property. Similarly, the Commission will not by entry into or performance under this Agreement be deemed to have exercised any form of control over the use, operation or management of any portion of the land where the Tunnel is located or adjacent property so as to render the Commission a potentially responsible party for any contamination under state and/or federal law unless the contamination is due to the Commission or its agents, contractors, or subcontractors' actions under this Agreement. The parties' obligations under this section 7 survive the termination of the Agreement.

8. Insurance. Each party acknowledges and agrees that it is insured or self-insured consistent with its tort liability limits established in Minnesota State Statutes. Each party agrees to promptly notify the other party if it becomes aware of any potential claims related to this Agreement, or facts giving rise to such claims. 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. The liability of each party shall be governed by Minnesota Statutes, chapter 466 and the aforementioned section 471.59, subd. 1a(b), and other applicable law, rule and regulation, including common law. The parties' obligations under this section 8 will survive the termination of the Agreement.
9. Data Practices. Both parties, their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by all applicable state and federal laws, specifically, but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("MGDPA"), the Family Education Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g, and the Health Insurance Portability Accountability Act ("HIPAA"), and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. If a party creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the other party pursuant to this Agreement, then the party must comply with the requirements of the MGDPA and FERPA, and may be held

liable under the MGDPA for noncompliance. Each party agrees to defend, indemnify and hold harmless the other party, its officials, officers, agents, employees, and volunteers from any claims resulting from unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Each party agrees to promptly notify the other party if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA and FERPA. The terms of this section 9 shall survive the cancellation or termination of this Agreement.

10. Other Flood Control Project Elements Unaffected. The parties hereto understand and acknowledge that this Agreement only applies to the Tunnel and not to any other Flood Control Project elements, whether located in the City or in any other municipality. Accordingly, any and all existing agreements, rights and obligations related to those other elements of the Flood Control Project remain unchanged and are in no way modified by this Agreement.
11. Term; Termination. This Agreement is effective as of the date of the final signature. This Agreement may be terminated or cancelled by either party with or without cause upon sixty (60) days' written notice to the other party. This Agreement may also be terminated or cancelled by either party upon a material breach by the other party with thirty (30) days' written notice. The parties also acknowledge and understand that in the event that the Commission no longer exists, whether through dissolution or otherwise and irrespective of the reasons why, this Agreement shall automatically terminate immediately upon the effective date of the Commission's non-existence regardless of whether any written notice was provided in accordance with this section.
12. No Third-Party Rights. The parties to this Agreement do not intend to confer any rights under this Agreement on any third party, including, but certainly not limited to, USACE.
13. Entire Agreement. The above recitals and the exhibits attached hereto are incorporated herein and made part of this Agreement. This Agreement contains the entire understanding between the parties regarding this matter and no amendments or other modifications to their terms are valid unless reduced to writing and signed by both parties.
14. Waivers. The waiver by either party hereto of any breach or failure by the other party to comply with any provision of this Agreement will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date of adoption by the last party to approve it.

**BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION:**

By: _____
Its Chair

And by: _____
Its Secretary

Date: _____

CITY OF MINNEAPOLIS:

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

Signature: _____
Finance Officer or Designee/Purchasing Agent

Date: _____

Approved as to Form by:

Signature: _____
Assistant City Attorney



**FY 2025 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
CLEAN WATER FUND COMPETITIVE GRANT PROGRAM
GRANT AGREEMENT**

Vendor:	0000265343
PO#:	3000018375

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

Grant ID	Grant Title	Awarded Amt
C25-0226	Plymouth Creek Restoration Project: Dunkirk Ln to 38th Ave. N.	\$400,000.00

Total Grant Awarded: \$400,000.00

Recitals

1. The Laws of Minnesota 2023, Chapter 40, Article 2, Section 6(b) appropriated funds to the Board for the FY 2025 Clean Water Fund Competitive Grant Program.
2. The Laws of Minnesota 2021 First Special Session, Chapter 1, Article 2, Section 6(c) appropriated funds to the Board for accelerated implementation which the Board allocated for the Clean Water Fund Competitive Grant Program.
3. The Board adopted Board Order #24-56 to authorize and allocate funds for the FY 2025 Clean Water Fund Competitive Grant Program.
4. The Grantee has submitted a Board approved work plan for this Program, referenced in 2.1.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

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

The Grantee's Authorized Representative is:

TITLE
ADDRESS
CITY
TELEPHONE NUMBER

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

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date: December 31, 2027** or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

2. **Grantee's Duties.**

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

- 2.1. **Implementation:** The Grantee will implement their Board approved work plan. The work plan will be implemented according to the Program Requirements outlined in the FY 2025 Clean Water Fund Competitive Grants Request for Proposal (RFP).
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. All individual grants over \$500,000 require a reporting expenditure by June 30 of each year.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2028, or within 30 days of fully expending funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will provide minimum match required by the FY 2025 Clean Water Fund Competitive Grants Request for Proposal (RFP).

3. **Time.**

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

4. **Terms of Payment.**

- 4.1. Funds will be distributed in three installments per grant: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met.
- 4.2. Grantees may be required to submit documentation of expenditures reported.
- 4.3. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.4. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.5. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.6. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.7. This Grant Agreement includes advance payment. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, regulations, and the requirements outlined in the FY 2025 Clean Water Fund Competitive Grants Request for Proposal (RFP). The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law. Costs charged to the grant must be direct and necessary to produce the outcomes funded by the grant. Charges to the grant must be itemized and documented.

6. **Assignment, Amendments, Work Plan Revisions, and Waiver.**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments and Work Plan Revisions.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any

amendments thereto. All work plan revisions must be documented. The Board reserves the right to require a work plan revision or grant agreement amendment for changes in the scope of the grant.

- 6.2.1. Board approval is required of work plan revisions on grants less than \$50,000 if the cumulative budget adjustment is greater than \$5,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is greater than 10% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is greater than \$50,000.
- 6.2.2. An amendment to the Grant Agreement is required on grants less than \$50,000 if the cumulative budget adjustment is equal to or greater than \$20,000; on grants \$50,000 to \$500,000 if the cumulative budget adjustment is equal to or greater than 40% of the total grant amount; on grants greater than \$500,000 if the cumulative budget adjustment is equal to or greater than \$200,000.
- 6.2.3. Revisions that do not meet the thresholds identified in 6.2.1. or 6.2.2. are permitted without prior approval from the Board provided that such revision is documented and that the total obligation of the Board for all compensation and reimbursements to the Grantee shall not exceed the total grant award amount.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

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

8. **State Audits.**

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

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

9. **Government Data Practices.**

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

10. **Workers' Compensation.**

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

11. **Publicity and Endorsement.**

- 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.
- 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

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

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

13. Termination.

- 13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 13.3. The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14. Data Disclosure.

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

15. Prevailing Wage.

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

16. Municipal Contracting Law.

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

17. Constitutional Compliance.

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

18. Signage.

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

19. Intellectual Property Rights.

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

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

Approved:

Bassett Creek WMC

Board of Water and Soil Resources

By: _____

By: _____

(signature)

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

SUB-GRANT AGREEMENT

(Plymouth Creek Restoration Project: Dunkirk Ln to 38th Ave. N.)
(BWSR Clean Water Fund Grant)

THIS SUB-GRANT AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2025, by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (“Commission”), and the City of Plymouth, a Minnesota municipal corporation (“City”).

WHEREAS, the Commission intends to enter into a grant agreement (the “Grant Agreement”) with the State of Minnesota (the “State”), acting through its Board of Water and Soil Resources, a copy of which is attached hereto as Exhibit A and incorporated herein and made part of this Agreement; and

WHEREAS, the Grant Agreement provides that the State will grant to Commission a sum not to exceed **\$400,000.00** to be used to perform the duties and tasks specified in the Grant Agreement related to the Plymouth Creek Restoration Project: Dunkirk Ln to 38th Ave. N. (the “Project”); and

WHEREAS, the City is responsible for constructing the Project as part of the Commission’s capital improvement program, and so the Commission will be passing the forementioned grant funds through to the City for said purpose; and

WHEREAS, the Commission and the City have agreed that the City will assume certain duties and responsibilities of the Commission under the Grant Agreement in consideration of receiving the funds provided for via the Grant Agreement and subject to the terms, conditions, and limitations set forth therein.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, the parties hereto covenant and agree as follows:

1. Grant Funds. The Commission will forward to the City funds received under the Grant Agreement in conjunction with other Commission-designated Project funds, upon receipt of approved reimbursement requests and upon adherence by the City of all of its obligations hereunder.

2. City Obligations. The City will perform and satisfy certain obligations of the Commission under the Grant Agreement. Specifically, but without limiting the foregoing, the City will perform all of the following with respect to the Project and in satisfaction of Grant Agreement obligations:

- (a) The City will satisfactorily perform all elements of the Project as described in the Clean Water Fund Project Work Plan (“Work Plan”), as described in the Grant Agreement, as it may be amended, and will properly document expenses, including time and materials, in the manner expressed in the Work Plan budget, and will provide information to the Commission to aid in all required grant reporting. The Work Plan is attached hereto as Exhibit B and any amendments made thereto are incorporated in and made part of this Agreement by reference.

- (b) The City will comply with all requirements and conditions of the Grant Agreement applicable to the Project that, by their nature, must be performed by the City as the party responsible for Project implementation and that are conditions of award of funds under the Grant Agreement.
- (c) The times of performance and expiration of the City's obligations under this Agreement shall be as provided in the Grant Agreement.
- (d) The City will provide invoices for reimbursement in accordance with the requirements of the Grant Agreement.
- (e) The City will take all other actions as are needed to ensure compliance with the Grant Agreement and provide such information and assistance to the Commission as may be needed to ensure the Commission can comply with the requirements of the Grant Agreement that, by their nature, must be performed by the Commission, as sub-grantor, rather than the City.

3. City Reimbursement. The City will be reimbursed from the funds received through the Grant Agreement for eligible costs incurred in performing its obligations in accordance with this Agreement, the Work Plan, and the Cooperative Agreement entered into between the Commission and the City, which is also incorporated in and made part of this Agreement by reference. The amount of grant funds available to make reimbursement payments to the City are subject to reduction for Commission expenses and an administrative fee as provided in the Cooperative Agreement. Reimbursements will be forwarded to the City following completion of work by the City under the Work Plan from grant funds received by the Commission from the State. The City will provide such invoices or other evidence of expenses incurred as may be required by the Commission or by the State under the Grant Agreement.

4. No Assignment. The City may not assign or transfer any rights or obligations under this Agreement without the prior consent of the Commission and an Assignment Agreement executed and approved by the parties.

5. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the parties.

6. No Waiver. If the Commission fails to enforce any provision of this Agreement, such failure does not waive the provision or the Commission's right to enforce it.

7. Entire Agreement. This Agreement and the documents referenced herein contain all negotiations and agreements between the Commission and the City as it relates to the Grant Agreement and subgrant contemplated herein. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party.

8. Indemnification. The City will defend, indemnify and hold harmless the Commission and its officers, employees and agents from and against all claims, damages, losses and expenses,

including but not limited to attorneys' fees, arising out of this Agreement or resulting from the conduct or implementation of the Project by the City, except to the extent the claims, damages, losses and expenses arise from the Commission's own willful misconduct. Additionally, and for the avoidance of doubt, the City understands and acknowledges that the preceding sentence applies to any and all claims asserted by any party related to the City's acts or omissions associated with the Project, including, but not limited to, claims related to the City's failure to adhere to the prevailing wage requirements to any extent required and any damages, losses and expenses, including but not limited to attorneys' fees, incurred by the Commission as a result thereof. The obligations contained herein shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise exist between the Commission and the City. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Audit. The City's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the State of Minnesota and/or the state auditor or legislative auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Data Practices. The City shall comply with applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. If the City receives a request to release data referred to in this paragraph, the City must immediately notify the Commission. The Commission will give the City instructions concerning the release of the data to the requesting party, prior to such release.

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

12. Applicable Law. The law governing the obligations of this Agreement and the venue for all legal proceedings associated therewith shall be in accordance with the Grant Agreement.

13. Termination. This Agreement shall immediately terminate if the Grant Agreement is terminated in accordance with the provisions provided therein. However, the provisions in the Grant Agreement regarding Liability, State Audits, Government Data Practices, Intellectual Property Rights, and Governing Law, Jurisdiction and Venue, as incorporated herein, shall survive termination or cancellation of this Agreement.

14. Conditioned. This Agreement is conditioned on approval by the State to the extent such approval is required by the Grant Agreement or any other State policy related thereto.

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

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

By: _____
Its Chair

And by: _____
Its Secretary

Date: _____

CITY OF PLYMOUTH

By: _____
Its Mayor

And by: _____
Its City Manager

Date: _____

ORGANIZATIONAL EFFECTIVENESS

Item 5Fi.
BCWMC 4-17-25

Issue Statements, Desired Future Conditions, 10-year Goals

Approved Dec 2024; with revisions in response to Plan TAC comments March 2025

1. Organizational capacity and staffing – High Priority			
Issue Statement: Current BCWMC staff capacity and organizational structure are likely not sufficient to achieve intended goals and effectively execute projects and programs.			
Desired Future Condition	Goal (10-year)	Strategy, Action, or Task (some potential examples; <i>italics = new activity</i>)	
BCWMC organization exists in its most efficient and effective structure <u>to achieve its identified goals</u>	1A. <u>Identify the In first year of Plan implementation, perform assessment of</u> options, benefits, and challenges of various organizational structures for effective and efficient management of the Bassett Creek watershed <u>through a comprehensive assessment undertaken in first year of Plan implementation.</u>	<ul style="list-style-type: none"> - <i>Complete comprehensive assessment of BCWMC organization structure and staffing options, benefits, and challenges. - \$50K estimate</i> - <i>Restructure organization, as needed, pending results of comprehensive assessment and as approved by the BCWMC.</i> 	
	1B. <u>Improve organization capacity, efficiency, and effectiveness as warranted and desired by implementingImplement</u> outcomes of organizational assessment <u>to improve organizational capacity, efficiency, and effectiveness.</u>		

2. BCWMC funding mechanisms – High Priority			
Issue Statement: Additional funding sources and/or alternate funding mechanisms for BCWMC administration and implementation are needed to achieve the most efficient, equitable, and robust outcomes			
Desired Future Condition	Goal (10-year)	Strategy, Action, or Task (some potential examples; <i>italics = new activity</i>)	
BCWMC operations are adequately funded for ongoing administration and robust implementation	2A. <u>Identify In first year of Plan implementation perform assessment of all</u> potential funding mechanisms for BCWMC work related to various organizational structures <u>through an assessment undertaken in the first year of Plan implementation.</u>	<ul style="list-style-type: none"> - <i>In conjunction with assessment of organization structure options, complete comprehensive assessment of funding mechanisms available to BCWMC.</i> - <i>Establish maintenance levy <u>for BCWMC CIP projects</u> through Hennepin County in accordance with MN Statute 103B.251.</i> 	
	2B. Expand potential funding streams through grants and partnerships with public and private entities.		

ORGANIZATIONAL EFFECTIVENESS

Issue Statements, Desired Future Conditions, 10-year Goals

Approved Dec 2024; with revisions in response to Plan TAC comments March 2025

	2C. <u>Improve funding capacity in conjunction with changes</u> Implement funding mechanisms appropriate to the organizational structure and functions of the BCWMC.	- <u>Implement new funding mechanisms, as needed based on the results of funding and organizational structure assessments.</u>	
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3. Progress assessment – High Priority

Issue Statement: Evaluation of progress toward achieving 10-year goals is critical to process improvement.

Desired Future Condition	Goal (10-year)	Strategy, Action, or Task (some potential examples; <i>italics = new activity</i>)	
BCWMC is effective in its implementation through evaluation and adaptive management.	3A. Understand the effectiveness of implementation and progress towards reaching each of this plan's 10-year goals	- <i>Complete progress assessment biennially (every two years) (MN Rule 8410) and use assessment results to guide future policy decisions and implementation activities.</i>	
	3B. <u>Adapt</u> implementation activities <u>are adapted</u> to reflect changing conditions or pace of progress.	- Amend Watershed Plan, as needed, as new data become available or conditions, organizational structure, or priorities change	

4. Projects and programs implemented through a DEIA lens – Medium Priority

Issue Statement: Additional focus is needed to ensure equity in the delivery of BCWMC projects, programs, and decision making.

Desired Future Condition	Goal (10-year)	Strategy, Action, or Task (some potential examples; <i>italics = new activity</i>)	
BCWMC work is equitably implemented.	4A. Prioritize and implement programs and projects with guidance from social vulnerability metrics.	- <i>Develop and use social vulnerability indices for project and program prioritization.</i> - <i>Incorporate equity metric in CIP prioritization table</i>	
	4B. Diversify representation on BCWMC Board of Commissioners, contractors, consultants and vendors such that they reflect community diversity	- <i>Implement outreach, communication, and engagement activities in diverse communities</i> - <i>Seek contractors, vendors, etc. that represent diverse communities</i> - <i>Encourage cities to seek Commissioner applicants from diverse communities</i>	



Bassett Creek Watershed Management Commission

Watershed Plan Development - Progress Tracker April 2025 Update

At their meetings on March 19th and April 3rd, the Plan Steering Committee (PSC) reviewed input from the Plan TAC (member cities + review agencies + park partners) and drafted minor revisions in response to those comments. They also discussed components of the CIP program including potential projects for the 10-year CIP schedule. The committee reviewed the non-CIP implementation table which shows programs, studies, administration, and education activities and budgets over the life of the plan.

The next Plan Development Workshop will be held during the May 15th Commission meeting and will center on changes to the BCWMC development standards, the 10-year schedule of CIP projects, and the 10-year schedule of programs and activities (non-CIP implementation table).

In June, PSC members, commissioners, and commission staff will bring components of the draft plan to city commissions (e.g., environmental commissions) to get feedback on the draft content. Commission staff will develop a presentation and materials for use at these meetings. Partnering organizations such as lake groups will also be invited to these meetings.

All PSC meetings are open to commissioners and the public (see meeting schedule in online calendar). Plan development materials can be found at: <https://www.bassettcreekwmo.org/document/2025-plan-update>.

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

Month and Year	Plan Steering Committee Work
	Discussed implementation capacity of Commission.
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"> • Aquatic Invasive Species • Groundwater – Surface Water Interaction (partial)
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. The group considered providing a memo on the governance item to the Commission but ultimately decided to provide a monthly status report to the Commission that includes a summary of PSC discussions and plan development progress. Again, the PSC confirmed the funding and governance topic would be subject of a 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"> • Groundwater – Surface Water Interaction • Degradation of Riparian Areas • Degradation/Loss of Upland Areas • Groundwater Quality <p>Discussed format and timing for next Plan TAC meeting.</p> <p>Rescheduled June and July PSC meetings.</p>

Month and Year	Plan Steering Committee Work
May 1, 2024	<p>Developed issue statements, measurable goals and possible implementation actions for a portion of the Flooding and Climate Resiliency category:</p> <ul style="list-style-type: none"> • Impact of climate change on hydrology, water levels, and flood risk <p>Reviewed draft mockup of Waterbody and Watershed Quality Issues and Goals section.</p> <p>Discussed timing and topics for next Commission workshop.</p>
June 12, 2024	<p>Finalized issue statements, measurable goals and possible implementation actions for a portion of the Flooding and Climate Resilience category:</p> <ul style="list-style-type: none"> • Impact of climate change on hydrology, water levels, and flood risk • Bassett Creek Valley flood risk reduction and stormwater management opportunities • Groundwater quantity <p>Began developing issue statements, measurable goals and possible implementation actions for Education and Outreach category:</p> <ul style="list-style-type: none"> • Provide outreach to and develop relationships with diverse communities (need policy from Commission before finalizing) • Recreation opportunities
July 10, 2024	<p>To the extent possible (without a DIEA policy), finalized issue statements, measurable goals and possible implementation actions for Education and Outreach category:</p> <ul style="list-style-type: none"> • Provide outreach to and develop relationships with diverse communities • Protect recreation opportunities • POTENTIAL NEW ISSUE: Increase resident and stakeholder capacity for stewardship <p>Developed issue statements, measurable goals and possible implementation actions for some issues in the Organizational Effectiveness category:</p> <ul style="list-style-type: none"> • Organizational assessment of capacity and staffing • BCWMC funding mechanisms <p>Begin planning for Commission August 15th Commission workshop to discuss the remaining 9 goals of the Waterbody and Watershed Quality category and all 10 goals in the Flooding and Climate Resilience category.</p>
August 7, 2024	<p>Reviewed Planning TAC input on remaining goals in Waterbody and Watershed Quality category and all goals in Flooding and Climate Resiliency category</p> <p>Finalized plans for August 15th Commission Workshop</p> <p>Finalized issue statements, measurable goals and possible implementation actions for Organizational Effectiveness category.</p> <ul style="list-style-type: none"> • Progress assessment • Public ditch management

Month and Year	Plan Steering Committee Work
	<ul style="list-style-type: none"> Carbon footprint of BCWMC projects
September 4, 2024	<p>Reviewed input from August Commission Workshop and made revisions to issues and goals.</p> <p>Finalized issue statements, measurable goals and possible implementation actions for remaining goals area under the Education and Outreach category and Organizational Effectiveness category:</p> <ul style="list-style-type: none"> Engagement of diverse communities Projects and programs implemented through a DEI lens <p>Discussed mechanism for developing and discussing technical policies and implementation strategies such as street sweeping, buffer standards, linear project requirements, chloride reduction strategies, etc.</p>
October 2, 2024	<p>Finalized DEIA-related issues and goals</p> <p>Reviewed proposed street sweeping prioritization study</p> <p>Reviewed format for portion of draft Plan section(s) addressing activities</p> <p>Began discussing linear project standards.</p> <p>Reviewed draft water monitoring plan</p> <p>Set next Commission workshop on Education and Organizational Effectiveness goals for November 20th.</p>
Nov 6, 2024	<p>Discussed possible revisions to the BCWMC's Requirements document including:</p> <ul style="list-style-type: none"> Potential changes to linear project standards Requirements related to winter maintenance and chloride minimization design practices, including chloride management plans for applicable projects/locations <p>Requested TAC input on linear project and chloride management standards/requirements</p> <p>Finalized monitoring plan</p> <p>Finalized plans for Commission workshop on Education & Engagement and Organizational Effectiveness goals.</p>
Dec 11, 2024	<p>Reviewed input from November Commission Workshop and revised issues and goals, accordingly.</p> <p>Reviewed updated plan development schedule.</p>

Month and Year	Plan Steering Committee Work
	<p>Reviewed draft education and engagement plan. Requested Education Committee review.</p> <p>Reviewed and discussed potential revisions to stream and wetland buffer requirements. Requested TAC input.</p> <p>Did not review as a group Commission Engineer recommendations on changes to Requirements Document – sent to TAC for review.</p>
January 3, 2025	<p>Reviewed status of plan development budget</p> <p>Reviewed TAC input and revised Commission staff recommendations for linear project standards, stream and wetland buffers, chloride management requirements - finalized recommended standards</p> <p>Briefly commented on draft Implementation Section 5.1.</p>
February 5, 2025	<p>Reviewed draft table of contents</p> <p>Reviewed and discussed the format and the new issues vs. tools matrix in revised Implementation Section 4.1 (formerly 5.1)</p> <p>Discussed development and use of equity metrics to help prioritize and guide Commission work and CIP projects</p>
March 19, 2025	<p>Reviewed Plan TAC input on issues/goals/draft updates to standards and requirements</p> <p>Discussed CIP program implementation:</p> <ul style="list-style-type: none"> • Potential Projects • Prioritization Metrics • Implementation Roles • Eligible Project Costs • Project Maintenance • Added Benefits Cost Share Program (for above and beyond stormwater treatment)
April 3, 2025	<p>Finalize CIP program implementation</p> <p>Review 10-year CIP</p> <p>Review Non-CIP Implementation schedule</p> <p>Review Implementation Section 4.1 – revised per discussion in February</p> <p>Review draft plan introduction and past accomplishments section</p>

Month and Year	Plan Steering Committee Work
	Finalize Education & Engagement Plan Plan for future Commission workshop and public review/input
May 7, 2025	Review Revisions to non-CIP implementation table Review TAC input on 10-year CIP Review complete Section 4.0, including revisions to CIP implementation) Review complete issues and prioritization Section 3.0
May 15, 2025	Commission Workshop on Proposed Updates to Standards/Requirements, 10-year CIP schedule, non-CIP implementation schedule
June 4, 2025	Review the complete Plan document
June 9 - 20, 2025	Plan TAC meeting to review implementation sections, implementation tables, requirements document updates
July 2, 2025	Review Plan TAC input and finalize any remaining issues
July 17, 2025	Commission approves draft plan and submittal for 60-day review
July 21 – September 22, 2025	60-day comment period
October 1, 2025	Review comments and discuss draft responses to comments
November 5, 2025	Review and finalize responses to comments Plan for public hearing (required per MN Rule 8410) Prepare recommendations to Commission
December 2025	Catch up month, if needed
Jan – March 2026	90-day comment period; presentation to BWSR (likely week of Jan 5, 2026); target January 28, 2026 BWSR Board meeting for approval
April 2026	Final BWSR approval and Commission adoption

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



MEMORANDUM

DATE: April 1, 2025
TO: Minnesota Watersheds Members
FROM: Don Pereira and Michelle Overholser Resolutions and Legislative Committee Co-Chairs
RE: **2025 REQUEST FOR RESOLUTIONS**

It is the time of year for Minnesota Watersheds members to submit their policy recommendations through our resolutions process. This is YOUR organization and policy statements start with YOU! Here are the next steps and timeline:

- April / May** Members write, discuss, and approve resolutions at your WD/WMO meetings. As you are aware, a well-written, well-researched, concise resolution will fare better in the review process.
- June 2** Administrators submit resolutions and background information documents to Jan Voit, Executive Director at jvoit@mnwatersheds.com by **June 2**. The submitted resolutions will be compiled and distributed to members as soon as possible.
- NOTE: If all the requested information is not included, the resolution will NOT be accepted.**
- June 13** Deadline for members to submit comments during the 10-day early review of resolutions.
- The Legislative and Resolutions Committee will review the resolutions, gather more information, or ask for further clarification when deemed necessary; work with the submitting watersheds to combine similar resolutions; reject resolutions already active; and discuss and make recommendations to the membership on the passage of resolutions.
- July 1** Resolutions (with committee feedback) will be emailed to each Minnesota Watersheds member organization by **July 1**.
- NOTE: If possible, please hold a regional meeting to discuss the resolutions BEFORE the Annual Meeting on Resolutions and Petitions.**
- July** Members should discuss the resolutions at their July meeting(s) and decide who will be voting on their behalf at the Annual Meeting on Resolutions and Petitions (2 voting members and 1 alternate are to be designated by watershed organization)
- Early August** Delegates discuss and vote on resolutions at the **Annual Meeting on Resolutions and Petitions** hearing. Please be prepared to present and defend your resolution.
- November** The Resolutions and Legislative Committee will review existing and new resolutions and make a recommendation to the Minnesota Watersheds members for the 2026 legislative priorities.
- December** Minnesota Watersheds membership will vote on legislative priorities at the Annual Business Meeting. The Board of Directors will finalize the 2026 legislative platform.

NOTE: Resolutions passed by the membership will remain Minnesota Watersheds policy for five years after which they will sunset. If a member wishes to keep the resolution active, it must be resubmitted and passed again by the membership. Enclosed with this memorandum are the **active resolutions** and **those that will sunset on 12/31/25**. Also enclosed is the **Legislative Platform** that was adopted in 2024. If you have questions, Please feel free to contact co-chairs at dpereira@vbwd.org or 651-968-9788, michelle.overholser@ymrwd.com or 320-226-8223, or our executive director at jvoit@mnwatersheds.com or 507-822-0921.

THANK YOU FOR YOUR EFFORTS IN OUR POLICY DEVELOPMENT!

Background Information

2025 Minnesota Watersheds Resolution

Proposing Watershed: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Resolution Title: _____

Background that led to the submission of this resolution:

Describe the problem you wish to solve, provide background information to understand the factors that led to the issue, and explain why the issue is important now. If relevant, attach statutory or regulatory documents.

Efforts to solve the problem:

Document the efforts you have taken to try to solve the issue. For example: have you spoken to state agency staff, legislators, county commissioners, etc.? If so, what was their response?

Is legislative action the best means of addressing the matter? If yes, what is the purpose or intent of your proposal? If not, what advocacy steps could be taken with state or local government officials?

Describe potential solutions for the problem. Provide references to statutes or rules if applicable.

Anticipated support or opposition:

Who would be willing to partner with your watershed or Minnesota Watersheds on the issue? Who may be opposed to our efforts? (Ex. other local units of government, special interest groups, political parties, etc.)?

This issue: (check all that apply)

_____ Applies only to our district
_____ Applies only to 1 or 2 regions
_____ Applies to the entire state

_____ Requires legislative action
_____ Requires state agency advocacy
_____ Impacts Minnesota Watersheds bylaws or MOPP
(MOPP = *Manual of Policies and Procedures*)

Active Minnesota Watersheds Resolutions

December 1, 2024



FINANCE

Capacity

2021-01A: Support SWCD Capacity Fund Sources

Minnesota Watersheds supports SWCD capacity funds to come from county and state general funds.

2021-01B: Support Clean Water Funds for Implementation, Not Capacity

Minnesota Watersheds supports Clean Water Funds being used for implementation and not for capacity.

2021-02: Support Capacity Funding for Watershed Districts

Minnesota Watersheds supports capacity base funding resources directed to non-metro watershed district who request this assistance, to implement the activities as outlined in approved watershed district watershed management plans or comprehensive watershed management plans.

Grant Funding

2021-07: Support Metro Watershed-based Implementation Funding (WBIF) for Approved 103B Plans Only

Minnesota Watersheds supports BWSR distribution of metro WBIF among the 23 watershed management organizations with state-approved comprehensive, multi-year 103B watershed management plans. Those plans implement multijurisdictional priorities at a watershed scale and facilitate funding projects of any eligible local government unit (including soil and water conservation districts, counties, cities, and townships).

URBAN STORMWATER

Stormwater Quality Treatment

2022-02 Limited Liability for Certified Commercial Salt Applicators

Minnesota Watersheds supports enactment of state law that provides limited liability protection to commercial salt applicators and property owners using salt applicators who are certified through the established state salt-applicator certification program and follow best management practices.

Water Reuse

2022-01 Creation of a Stormwater Reuse Task Force

Minnesota Watersheds supports administratively or legislatively including at least one Minnesota Watersheds member on the Minnesota Department of Health's workgroup to move forward, prioritize, and implement the recommendations of the interagency report on reuse of stormwater and rainwater in Minnesota.

WATER QUANTITY

Drainage

2022-03: Seek Increased Support and Participation for the Minnesota Drainage Work Group (DWG)

- Minnesota Watersheds communications increase awareness of the DWG (meeting dates and links, topics, minutes, reports) amongst members.

- Minnesota Watersheds training opportunities strongly encourage participation in the DWG by watershed staff and board managers (for watersheds that serve as ditch authorities or work on drainage projects) – for e.g., add agenda space for DWG member updates, host a DWG meeting as part of a regular event.
- In preparation for Minnesota Watersheds member legislative visits, staff add a standing reminder for watershed drainage authorities to inform legislators on the existence, purpose, and outcomes of the DWG, and reinforce the legitimacy of the DWG as a multi-faceted problem-solving body.
- During Minnesota Watersheds staff Board of Water and Soil Resources (BWSR) visits, regularly seek updates on how facilitation of the DWG is leading to improvements for member drainage authorities and convey this information to members.

2023-03: Support New Legislation Modeled after HF2687 and SF2419 (2018) Regarding DNR Regulatory Authority over Public Drainage Maintenance and Repairs

Minnesota Watersheds supports the introduction of new legislation modeled after HF2687 and SF2419 and commits its lobbying efforts toward promoting the passage of the bills in subsequent sessions.

Funding

2022-05: Obtain Stable Funding for Flood Damage Reduction and Natural Resources Enhancement Projects

Minnesota Watersheds supports collaborating with the Red River Watershed Management Board and state agencies to seek funding from the Minnesota Legislature to provide stable sources of funding through existing or potentially new programs that provide flood damage reduction and/or natural resources enhancements. A suggested sustainable level of funding is \$30 million per year for the next 10 years.

Flood Control

2021-05: Support Crop Insurance to Include Crop Losses Within Impoundment Areas

Minnesota Watersheds supports expansion of Federal Multi-Peril Crop Insurance to include crop losses within impoundment areas.

2023-04 Seeking Action for Streamlining the DNR Flood Hazard Mitigation Grant Program

Minnesota Watersheds seeks action requiring the DNR to establish transparent scoring, ranking, and funding criteria for the Flood Hazard Mitigation Program (M.S. Chapter 103F) and asking the Minnesota Legislature to fully fund the state's share of eligible projects that are on the DNR's list within each two-year bonding cycle. Information regarding scoring, ranking, and funding should be provided annually to project applicants.

Policy

2024-04: Seeking the Ability to Allow Resale of Acquisition Buyout Property

Minnesota Watersheds seeks federal legislation to allow the conveyance by an LGU of flood acquisition buyout real estate to a public entity or to a qualified conservation organization, or alternatively a resale to a private taxpayer, subject to the FEMA Model Deed Restrictions as stated in Exhibit A.

WATER QUALITY

Lakes

2022-06: Limit Wake Boat Activities

Minnesota Watersheds supports working with the Minnesota Department of Natural Resources (DNR) to utilize the research findings from the St. Anthony Falls Laboratory and seek legislation to achieve one or more of the following:

- Limit lakes and areas of lakes in which wake boats may operate;
 - Require new and existing wake boats to be able to completely drain and decontaminate their ballast tanks; and
 - Providing funding for additional research on the effects of wake boats on aquatic systems.
-

Policy

2024-01: Regulatory Approaches to Reducing Chloride Contamination

Minnesota Watersheds supports development, adoption, and implementation of regulatory approaches to reducing chloride contamination in waters of the state.

WATERSHED MANAGEMENT AND OPERATIONS

Duties

2023-05: Support Increased Flexibility in Open Meeting Law

Minnesota Watersheds hereby supports changes to the Open Meeting Law to provide greater flexibility in the use of interactive technology by allowing members to participate remotely in a nonpublic location that is not noticed, without limit on the number of times such remote participation may occur; and allowing public participation from a remote location by interactive technology, or alternatively from the regular meeting location where interactive technology will be made available for each meeting, unless otherwise noticed under Minnesota Statutes Section 13D.021; and that Minnesota Watersheds supports changes to the Open Meeting Law requiring watershed district to prepare and publish procedures for conducting public meetings using interactive technology.

2024-02: Alternative Notice of Watershed District Proceedings by Publication on the District's website

Minnesota Watersheds supports amending Watershed Law to provide for publication on a watershed district's website as an alternative to publication in a legal newspaper.

Watershed Planning

2023-06 Education and Outreach to Encourage Formation of Watershed Districts in Unserved Areas

Minnesota Watersheds, in consultation with its membership, will develop a framework for education and outreach intended to encourage petition and advocacy for the formation of watershed districts in areas of the state not presently served by watershed-based public agencies.

AGENCY RELATIONS

Advocacy

2021-06: Support 60-day Review Required for State Agencies on Policy Changes

Minnesota Watersheds supports requiring state agencies to provide a meaningful, not less than 60-day review and comment period from affected local units of government on new or amended water management policies, programs, or initiatives with a response to those comments required prior to adoption.

Regulation

2023-01 Require Watershed District Permits for all State Agencies

Minnesota Watersheds supports amending Minnesota Statutes § 103D.345, Subd. 5 to read as follows: **Subd. 5. Applicability of permit requirements to state.** A rule adopted by the managers that requires a permit for an activity applies to all state agencies, including the Department of Transportation.

2024-13 Request New Legislation to Set Permit Review Time Limits upon the DNR

Minnesota Watersheds supports amending Minnesota Statutes to implement a 60-day permit review limit following a negative declaration on an EAW.

REGULATIONS

2024-03: Provide for Watershed Management Organization Representation on Wetland Technical Evaluation Panels

Minnesota Watersheds supports amendment of Minnesota Statutes 103G.2242, subdivision 2 to include a watershed management organization representative on TEPs that are convened in cases where the organization is not the WCA LGU.

NATURAL RESOURCES

Policy

2024-5: Seeking the DNR to Establish a “Comprehensive Guideline for Calcareous Fen Management”

Minnesota Watersheds supports DNR establishing a “Comprehensive Guideline for Calcareous Fen Management” as a tool for project proposers to analyze a project’s feasibility or cost effectiveness.

2024-7: Seeking the DNR to Adopt a Program to Incentivize Calcareous Fen Management on Private Lands

Minnesota Watersheds supports the Minnesota Department of Natural Resources adopting a program through which a fee is paid to landowners to incentivize them to manage the quantity and quality of the Calcareous Fens on private lands, which program is made similar to the USDA Conservation Reserve Program or similar to a perpetual easement through the Board of Water and Soil Resources Reinvest in Minnesota.

2024-10: Seeking a Formal Process to Distribute a Complete List of Calcareous Fens Annually

Minnesota Watersheds supports the Board of Water and Soil Resources establishing a formal process to distribute on an annual basis an accurate and complete list identifying Calcareous Fens to all watershed districts, watershed management organizations, and soil and water conservation districts.

2024-12: Seeking the Development of a Calcareous Fen Work Group

Minnesota Watersheds supports the relevant state agencies, together with relevant stakeholders (including watershed districts), convene a work group to develop by consensus clear, objective and measurable criteria for determining the presence and quality of Calcareous Fen, which criteria shall thereafter be used by all state and local units of government.

Resolutions to Sunset

Effective December 31, 2025

All resolutions cease to be active at the end of the fifth year following the resolution’s adoption.

2020-01 Appealing Public Water Designations

Minnesota Watersheds supports legislation that would provide landowners with a more formal process to appeal decisions made by the DNR regarding the designation of public waters including the right to fair representation in a process such as a contested case proceeding which would allow landowners an option to give oral arguments or provide expert witnesses for their case.

2020-03 Soil Health Goal for Metropolitan Watershed Management Plans

Minnesota Watersheds supports amending Minnesota Rule 8410.0080 to include a goal for soil health in watershed management plans and ten-year plan amendments.

2020-04 Temporary Water Storage on DNR Wetlands during Major Flood Events

Minnesota Watersheds supports the temporary storage of water on existing DNR-controlled wetlands in the times of major flood events.



Bassett Creek Watershed Management Commission MEMO

Date: April 9, 2025
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 (See Item 4D): A feasibility study for this project was completed in May 2018 after months of study, development of concepts and input from residents at two public open houses. At the May 2018 meeting, the Commission approved Concept 3 and set a maximum 2019 levy. Also in May 2018, the Minnesota Legislature passed the bonding bill and the MDNR has since committed \$2.3M for the project. The Hennepin County Board approved a maximum 2019 levy request at their meeting in July 2018. A BCWMC public hearing on this project was held on August 16, 2018 with no comments being received. Also at that meeting the Commission officially ordered the project and entered an agreement with the City of Golden Valley to design and construct the project. In September 2018, the City of Golden Valley approved the agreement with the BCWMC. The [Sun Post](#) ran an article on this project October 2018. Another public open house and presentation of 50% designs was held February 6, 2019. An EAW report was completed and available for public review and comment December 17 – January 16, 2019. At their meeting in February 2019, the Commission approved the 50% design plans. Another public open house was held April 10th and a public hearing on the water level drawdown was held April 16th. 90% Design Plans were approved at the April Commission meeting. It was determined a Phase 1 investigation of the site is not required. The City awarded a contract to Dahn Construction for the first phase of the project, which involves earthwork, utilities, and trail paving and extends through June 2020. Dewatering began late summer 2019. Tree removal was completed in early winter; excavation was ongoing through the winter. As of early June 2020, earth work and infrastructure work by Dahn Construction is nearly complete and trail paving is complete. Vegetative restoration by AES is underway including soil prep and seeding. Plants, shrubs, and trees will begin soon along with placement to goose protection fencing to help ensure successful restoration. The construction phase of this project was completed in June with minor punch list items completed in September. The restoration and planting phase is complete except for minor punch list items and monitoring and establishment of vegetation over three growing seasons. A final grant report for BWSR's Watershed Based Implementation Funding was submitted at the end of January 2021. City staff 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) received the award for "Project of the Year" from the Minnesota Association of Floodplain Managers in 2021. A reimbursement request for Restoration, planting, and vegetation establishment completed in 2023 and tree replanting in 2024 is on this month's agenda. The vegetation restoration warranty expires in June 2025. Project website: <http://www.bassettcreekwmo.org/index.php?cid=433> .

2020 Bryn Mawr Meadows Water Quality Improvement Project (BC-5), Minneapolis (No change since August): A feasibility study by the Commission Engineer was developed in 2018 and approved in January 2019. The study included wetland delineations, soil borings, public open houses held in conjunction with MPRB's Bryn Mawr Meadows Park improvement project, and input from MPRB's staff and design consultants. Project construction year was revised from 2020 and 2022 to better coincide with the MPRB's planning and implementation of significant improvements and redevelopment Bryn Mawr Meadows Park where the project will be located. A public hearing for this project was held September 19, 2019. The project was officially ordered at that meeting. In January 2020 this project was awarded a \$400,000 Clean Water Fund grant from BWSR; a grant work plan was completed and the grant with BWSR was fully executed in early May 2020. The project and the grant award was the subject of an article in the Southwest Journal in

February: <https://www.southwestjournal.com/voices/green-digest/2020/02/state-awards-grant-to-bryn-mawr-runoff-project/>. In September 2020, Minneapolis and MPRB staff met to review the implementation agreement and maintenance roles. BCWMC developed options for contracting and implementation which were presented at the November meeting. At that meeting staff was directed to develop a memorandum of understanding or agreement among BCWMC, MPRB, and city of Minneapolis to recognize and assign roles and responsibilities for implementation more formally. The draft agreement was developed over several months and multiple conversations among the parties. At the May 2021 meeting the Commission approved to waive potential conflict of the Commission legal counsel and reviewed a proposal for project design by the Commission Engineer. The updated design proposal and the design agreement among all three parties were approved at the June 2021 meeting. Four public open houses were held in the park in 2021 to gather input on park concepts. Project partners met regularly throughout design to discuss schedules, planning and design components, and next steps. Concept designs were approved by the MPRB Board in late 2021. Staff met with MnDOT regarding clean out of Penn Pond and continue discussions. 50% design plans were approved by the Commission at the January 2022 meeting; 90% design plans were approved at the March 2022 meeting along with an agreement with MPRB and Minneapolis for construction. The agreement was approved by all three bodies. Commission Engineers finalized designs and assisted with bidding documents. Bids were returned in early August. At the meeting in August, the Commission approved moving forward with project construction (through MPRB), and approved a construction budget (higher than previously budgeted) and an amended engineering services budget. MPRB awarded the construction contract. In late November the contractor began the initial earthwork and started on portions of the stormwater pond excavations. By late December the 1st phase of construction was complete with the ponds formed and constructed. 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 2023 meeting the Commission approved a partial reimbursement to MPRB for \$400,000. Corrections to a weir that was installed at the wrong elevation were made in spring 2024. A final grant report was submitted to the MN Board of Water and Soil Resources in late January 2024 and the final grant payment was recently received. Project as-built drawings were recently completed and an operations and maintenance plan is being developed. Final reimbursement requests from MPRB and Minneapolis are expected later this year. 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 28th. The feasibility study was approved at the April Commission meeting with intent to move forward with option 1. The city's project team is continuing to assess the project and understand its implications on city finances, infrastructure, and future management. The city received proposals from 3 engineering firms for project design and construction. At their meeting on August 5th, the Medicine Lake City Council voted to continue moving forward with the project and negotiating the terms of the agreement with BCWMC. Staff was directed to continue negotiations on the agreement and plan to order the project pending a public hearing at this meeting. Staff continues to correspond with the city's project team and city consultants regarding language in the agreement. The BCWMC held a public hearing on this project on September 19, 2019 and received comments from residents both in favor and opposed to the project. The project was officially ordered on September 19, 2019. On October 4, 2019, the Medicine Lake City Council took action not to move forward with the project. At their meeting in October 2019, the Commission moved to table discussion on the project. The project remains on the 2020 CIP list. In a letter dated January 3, 2022, the city of Medicine Lake requested that the Commission direct its engineer to analyze alternatives to the Jevne Park Project that could result in the same or similar pollutant removals and/or stormwater storage capacity. At the March meeting, the Commission directed the Commission Engineer to prepare a scope and budget for the alternatives analysis which were presented and discussed at the April 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. A carp survey of Schaper Pond and Sweeney Lake were recently completed which found higher than expected carp numbers in Sweeney Lake. Carp Solutions completed box netting in Sweeney Lake in late September 2024. At the October meeting the Commission Engineer reported that 191 carp were removed bringing the carp density to about 31.3 kg/hectare, less than the 100 kg/hectare threshold for water quality problems. A more detailed report on carp population status and recommendations for further monitoring in Schaper Pond was presented and approved at the January 2025 meeting. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=277>.

2014 Twin Lake In-lake Alum Treatment, Golden Valley (TW-2) (No changes since August): 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 2023 were presented at the July 2024 meeting. Results show continued excellent water quality. The CIP funding remains in place for this project as a 2nd treatment may be needed in the future. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=278>.

2013 Four Seasons Area Water Quality Project (NL-2) (No change since March): 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 2023 meeting. Changes to those plans were needed to address permitting requirements resulted. Those changes were presented at the November 2024 meeting and were administratively approved by the Commission Engineers. Construction recently began. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=282>.

2021 Parkers Lake Chloride Reduction Project (PL-7): The feasibility study for this project was approved in May 2020 with Alternative 3 being approved for the drainage improvement work. After a public hearing was held with no public in attendance, the Commission ordered the project on September 17, 2020 and entered an agreement with the city of Plymouth to implement the project in coordination with commission staff. City staff and I have had an initial conversation about this project. The city plans to collect additional chloride data this winter in order to better pinpoint the source of high chlorides loads within the subwatershed. Partners involved in the Hennepin County Chloride Initiative (HCCI) are interested in collaborating on this project. A proposal from Plymouth and BCWMC for the “Parkers Lake Chloride Project Facilitation Plan” was approved for \$20,750 in funding by the HCCI at their meeting in March. The project will 1) Compile available land use data and chloride concentrations, 2) Develop consensus on the chloride sources to Parkers Lake and potential projects to address these sources, and 3) Develop a recommendation for a future pilot project to reduce chloride concentrations in Parkers Lake, which may be able to be replicated in other areas of Hennepin County, and 4) help target education and training needs by landuse. A series of technical stakeholder meetings were held last fall and winter to develop recommendations on BMPs. A technical findings report was presented at the July 2022 meeting. At the September 2022 meeting, the Commission approved a scope and budget for a study of the feasibility of in-lake chloride reduction activities which was presented at the November meeting. The Commission directed staff to develop a scope for a holistic plan for addressing chloride runoff from the most highly contributing subwatershed. Commission and Plymouth staff continue to work on outreach and engagement with properties in the subwatershed, primarily through activities by WMWA’s coordinator position. At the March meeting the Commission approved a contract with Bolton and Menk for assessment of salt storage and other practices at 4 properties. Last week, Bolton and Menk staff met owners/operators at one property. They are working to schedule visits to the other properties. Project website: www.bassettcreekwmo.org/projects/all-projects/parkers-lake-drainage-improvement-project

2022 Medley Park Stormwater Treatment Facility (ML-12) (See Item 7E): 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 2022 and winter construction was finished in late January 2023. Activities in spring 2023 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 2023, 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 2023. An interim grant report was submitted to the MN Board of Water and Soil Resources in late January 2024. Construction and vegetation establishment is largely complete. The Commission approved reimbursement requests from Golden Valley at their October 2024 and March 2025 meetings. The project was recently featured in the "Snap Shots" newsletter from the MN Board of Water and Soil Resources. 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 2023): The feasibility study for this project is complete after the Commission Engineer's scope of work was approved last August. A project kick-off meeting with city staff was held in late November. Meetings with city staff, Robbinsdale Area School representatives, and technical stakeholders were held in December, along with a public input planning meeting. A virtual open house video and comment form were offered to the public including live chat sessions on April 8th. The feasibility study report was approved in June with a decision to implement Concept #3. A public hearing on this project was held in September with no members of the public attending. In September, a resolution was approved to officially order the project, submit levy amounts to the county, and enter an agreement with the city to design and construct the project. The city hired Barr Engineering to develop the project designs which are now underway. A virtual public open house was held February 3rd. 50% Design Plans were approved at the January meeting. A public open house was held September 29th. 90% were approved at the October Commission meeting. 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.

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

A feasibility study for this project got underway in fall 2022. A public open house was held March 1st 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 for design and construction was approved at the November 2024 Commission meeting. The Commission (Commission Engineers) will design the project and provide engineering services. A scope of work for engineering services was approved at the March meeting. A drone survey of the entire stretch was completed in early April. A project kick-off meeting was held with city and commission staff on April 9th. 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 13th 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 hired Midwest Wetland Improvements to design the project. 60% designs were conditionally approved at the October meeting. A public open house was held on October 23rd. 90% design plans were approved at the November 2024 meeting. The city received favorable bids for the project and construction began in December. Tree removals and channel restoration is continuing and should be completed soon. Outreach and communication to impacted property owners has been thorough. Construction of the project is complete and vegetation establishment will continue into this year. Project website: <https://www.bassettcreekwmo.org/projects/all-projects/ponderosa-woods-stream-restoration-project>.

Sochacki Park Water Quality Improvement Project (BC-14) (No change since September): 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 5th. Information on the project and an update on the feasibility study was presented at the June meeting. A technical stakeholder meeting was held July 10th. A public open house was held July 26th 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 was approved at the April meeting. Three Rivers Park District contracted with Barr Engineering to develop project designs. A Phase II Environmental Assessment was recently completed. Preliminary results were presented at a recent project partner meeting. Soil contamination (including PCBs) was found in some areas to be above MPCA action levels. TRPD and their consultants (Barr Engineering) are developing response plans and considering applying for Hennepin County Environmental Response funds. The Sochacki Park Joint Powers Operations Committee is meeting soon. Project webpage: <https://www.bassettcreekwmo.org/projects/all-projects/sochacki-park-water-quality-improvement-project>.

Plymouth Creek Restoration Project Dunkirk Lane to 38th Ave. North (2026 CR-P) (See Item 5E): A scope and budget for a feasibility study was approved at the October meeting. A project kick off meeting was held November 3rd and a technical stakeholder meeting was held December 5th. Field investigations and desktop analyses are complete. Site prioritization ranking criteria are being developed and concept designs are being developed. A public open house was held on March 11th. Residents who attended are in favor of the project and had questions about impacts to trees, potential construction activities in specific reaches, and buckthorn removal. The feasibility study was approved at the May meeting with Option 3a being approved for implementation. At the June meeting the Commission approved a maximum levy for 2025 that includes funding for this project which was approved by the Hennepin County Board August 6th. At its September meeting, the Commission held a public hearing on this project and approved a resolution officially ordering the project, setting the 2025 levy, and entering an agreement with the City of Plymouth for design and construction. The city will hold a public open house on this project in spring 2025 after the city contracts with an engineering firm. A Clean Water Fund grant for \$400,000 was awarded by BWSR. The grant agreement and sub-grant agreement are on this month's agenda for consideration. Project webpage: <https://www.bassettcreekwmo.org/projects/all-projects/plymouth-creek-restoration-dunkirk-lane-38th-ave-n>.

Crane Lake Chloride Reduction Demonstration Project, Minnetonka (CL-4) (No change since Feb): At the meeting in July, the Commission approved a scope and budget for the feasibility study for this project. The Commission Engineer is gathering background information. A project kick off meeting was held September 26th. Monitoring equipment was recently installed and included communications/coordination with MnDOT. Project webpage: <https://www.bassettcreekwmo.org/projects/all-projects/crane-lake-chloride-reduction-demonstration-project>.

Administrator Activities March 13 – April 9, 2025

Subject	Work Progress
CIP and Technical Projects	<ul style="list-style-type: none"> • <u>Main Stem Bassett Creek Restoration Project</u>: Assisted with arranging kick-off meeting among city and commission staff; reviewed meeting agenda and attended meeting • <u>Northwood and Lost Lake TMDLs</u>: Edited TMDL schedule and budget and reviewed scope and budget from Commission Engineers for GIS work, P8 modeling, and sediment coring. • <u>Parkers Lake Chloride Reduction Project</u>: Corresponded with Bolton and Menk on contract execution and starting work; reviewed update from Bolton and Menk and county staff • <u>Medicine Lake TMDL Status Assessment Project</u>: Reviewed and edited project report
Education and Outreach	<ul style="list-style-type: none"> • Discussed WMWA roles and responsibilities with ECWMC staff, SCWMC staff, and Hennepin County staff • Reviewed/commented on stickers by WMWA artist • Attended WMWA meeting • Ordered dog waste bag dispensers for event giveaways • Coordinated volunteers for creek clean up event • Delivered educational materials for Discover Plymouth event • Developed and sent email to commissioners with upcoming meetings and events • Coordinated CAMP volunteers; inventoried CAMP monitoring equipment; sent list of equipment needs to Met Council
Administration	<ul style="list-style-type: none"> • Developed agenda; reviewed invoices and submitted expenses spreadsheet to Plymouth; reviewed 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 • Participated in pre-meeting call with Commission Engineer and Chair Cesnik • Prepared agenda and materials for Budget Committee meeting and participated in meeting • Updated agenda and materials for rescheduled agenda TAC meeting; attended meeting; set May TAC meeting • Rescheduled June Commission meeting and secured meeting location • Document filing, mailing checks and agreements and updating website calendar • Correspondence with BWSR re: work plan and agreement for Clean Water Fund grant for Plymouth Creek Project • Participated in meeting with WBIF eligible entities to discuss potential projects for funding; corresponded with Hennepin County and BWSR staff with plan references for new proposed project • Met with commission engineers and Fruen Mill redevelopment consultants re: floodplain issues and constraints. • Collected conflict of interest forms • Discussed upcoming financial audit with auditor • Set Education Committee meeting • Communicated with Lost Lake CAMP volunteer re: aquatic vegetation and upcoming TMDL • Began drafting 2024 annual report
MN Watersheds	<ul style="list-style-type: none"> • Attended MAWA Executive Committee meeting • Drafted minutes and agenda for quarterly Metro Watersheds meeting
2025 Watershed Management Plan	<ul style="list-style-type: none"> • Met with Commission Engineers for bi-weekly check in meetings • Drafted meeting minutes for March PSC meeting and updated plan progress tracker • Prepared agenda and materials for April PSC meeting • Attended March 19th and April 3rd PSC meetings • Revised CIP implementation program with PSC input