



## Bassett Creek Watershed Management Commission

Regular Meeting  
Thursday, February 18, 2016  
8:30 – 11:00 a.m.

Medicine Lake Room, Plymouth City Hall, 3400 Plymouth Blvd., Plymouth MN

### AGENDA

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

#### 2. CITIZEN FORUM ON NON-AGENDA ITEMS - *Citizens 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, with the exception of 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

- A. Approval of Minutes - January 21, 2016 Commission Meeting
- B. Approval of FY2015 Year End Financial Report (Feb 1, 2015 – Jan 31, 2016)
- C. Approval of February 2016 Financial Report
- D. Approval of Payment of Invoices
  - i. Keystone Waters, LLC – January 2016 Administrator Services
  - ii. Barr Engineering – January 2016 Engineering Services
  - iii. Amy Herbert – January 2016 Secretarial Services
  - iv. ACE Catering – February 2016 Meeting Refreshments
  - v. Kennedy Graven – December 2015 Legal Services
  - vi. Wenck – January 2016 WOMP Monitoring
  - vii. Shingle Creek WMC – 2016 West Metro Water Alliance Partner Share
  - viii. HDR – 2015 Website Redesign Final Invoice
  - ix. MN Pollution Control Agency – VIC application fee, 2017 Main Stem project
  - x. MN Pollution Control Agency – Petroleum Brownfields Program fee, 2017 Main Stem project
  - xi. Kennedy Graven – January 2016 Legal Services
- E. Resolution 16-03 Designating Depositories for Bassett Creek Watershed Management Commission Funds
- F. Approval to Designate *Finance and Commerce* as the Official News Publication of the Bassett Creek Watershed Management Commission
- G. Approval of Request for Reimbursement from City of New Hope for Northwood Lake Water Quality Improvement Project (NL-1)
- H. Approval of Agreement with Metropolitan Council for 2016- 2017 Watershed Outlet Monitoring Program (WOMP)
- I. Approval of 2016 Northwood Lake Improvements, New Hope
- J. Approval of Agreement with Hennepin County for 2016 River Watch Program

#### 5. ORGANIZATIONAL MEETING

- A. Appoint Officers
- B. Review 2016 Commission Calendar and Areas of Work
- C. Appoint Committee Members
  - i. Administrative Services Committee
  - ii. Budget Committee
  - iii. Education Committee
  - iv. Aquatic Plant Management/Aquatic Invasive Species Committee
- D. Review Year End Financial Status (Fiscal Year 2015) (See 4B)
- E. Review Open Meeting Law

## 6. BUSINESS

- A. Review Draft Feasibility Study for Plymouth Creek Restoration Project (2017CR-P)
- B. Consider Approval of Northwood South Area Infrastructure Improvements, New Hope
  - i. Commission Engineer Project Review Memo and Project Map
  - ii. Letter from City of New Hope Regarding Treatment Options for Linear Projects
- C. Items Related to Northwood Lake Water Quality Improvement Project (NL-1)
  - i. Consider Approval of Clean Water Fund Grant Agreement for Northwood Lake Water Quality Improvement Project
  - ii. Direct Staff to Develop Subgrant Agreement with City of New Hope to Implement Clean Water Fund Grant
  - iii. Consider Amendment to Agreement with City of New Hope for Design and Construction of Project
- D. Consider Approval of Resolution Delegating Wetland Conservation Act Decisions
- E. Receive Update on 2017 Main Stem Erosion Repair Project (2017CR-M)

## 7. COMMUNICATIONS

- A. Administrator's Report
- B. Chair
- C. Commissioners
  - i. Report on Road Salt Symposium
- D. TAC Members
  - i. Report on February 5<sup>th</sup> TAC Meeting
- E. Committees
- F. Legal Counsel
- G. Engineer

## 8. INFORMATION ONLY (Information online only)

- A. CIP Project Update Chart
- B. Grant Tracking Summary and Spreadsheet
- C. Clean Water Partnership Grant – Interim Grant Report
- D. Hennepin County All-Hazard Mitigation Plan – BCWMC Input
- E. WMWA December 2015 Minutes
- F. 2014 Report on Citizen Assisted Monitoring Program (available on [Met Council website](#))
- G. 2015 River Watch Report
- H. Wetland Conservation Act Notice of Application – Plymouth City Flats, Plymouth

## 9. ADJOURNMENT

### Upcoming Meetings & Events

- Mississippi River Forum: Representing the Mississippi River at International Climate Talks; Mayor Chris Coleman: Friday February 26<sup>th</sup>, 8:00 – 9:30 a.m.; 179 Robie Street East, St. Paul; <http://www.nps.gov/miss/learn/nature/riverforum.htm>
- BCWMC Technical Advisory Committee: Thurs March 3<sup>rd</sup>, 1:30 – 3:30 p.m., Medicine Lke Room, Plymouth City Hall
- BCWMC Regular Meeting: Thursday March 17<sup>th</sup>, 8:30 a.m., Medicine Lake Room, Plymouth City Hall

### Future Commission Agenda Items list

- Address Organizational Efficiencies
- Finalize Commission policies (fiscal, data practices, records retention, roles and responsibilities, etc.)
- Presentation on joint City of Minnetonka/ UMN community project on storm water mgmt
- State of the River Presentation
- Presentation on chlorides





## Bassett Creek Watershed Management Commission

### Minutes of Regular Meeting

January 21, 2016

Plymouth City Hall, 8:30 a.m.

#### Commissioners and Staff Present:

Crystal	Commissioner Guy Mueller, Vice Chair	Plymouth	Alternate Commissioner David Tobelmann
Golden Valley	Commissioner Stacy Hoschka, Treasurer	Robbinsdale	Alternate Commissioner Michael Scanlan
Medicine Lake	Commissioner Clint Carlson	St. Louis Park	Commissioner Jim de Lambert, Chair
Minneapolis	Commissioner Michael Welch	Administrator	Laura Jester
Minnetonka	Alternate Commissioner Patty Acomb	Attorney	Troy Gilchrist, Kennedy & Graven
New Hope	Commissioner John Elder	Engineer	Karen Chandler, Barr Engineering
		Recording Secretary	Amy Herbert

#### Technical Advisory Committee (TAC) Members/ Other Attendees Present:

Derek Asche, TAC, City of Plymouth	Jane McDonald Black, Alternate Commissioner, City of Golden Valley
Erick Francis, TAC, City of St. Louis Park	Patrick Noon, Alternate Commissioner, City of St. Louis Park
Bruce Kelii, Hennepin County Emergency Management	Jeff Oliver, TAC, City of Golden Valley
Richard McCoy, TAC, City of Robbinsdale	Liz Stout, TAC, City of Minneapolis

### 1. CALL TO ORDER AND ROLL CALL

On Thursday, January 21, 2016, at 8:32 a.m. in the Medicine Lake Room at Plymouth City Hall, 3400 Plymouth Boulevard, Chair de Lambert called to order the meeting of the Bassett Creek Watershed Management Commission (BCWMC) and asked for roll call to be taken [City of Minneapolis and City of Plymouth absent from roll call].

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

No issues raised.

### 3. AGENDA

Chair de Lambert requested a reordering of the agenda to move 5C – Consider Approval to Submit Commission Projects for Inclusion in Hennepin County All-Hazard Mitigation Plan – ahead in the agenda to precede item 5A.

Commissioner Mueller moved to approve the agenda as amended. Commissioner Elder seconded the motion. Upon a vote, the motion carried 7-0 [Cities of Minneapolis and Plymouth absent from vote].

#### 4. CONSENT AGENDA

Commissioner Mueller moved to approve the Consent Agenda as presented. Commissioner Elder seconded the motion. Upon a vote, the motion carried 7-0 [Cities of Minneapolis and Plymouth absent from vote].

[The following items were approved as part of the Consent Agenda: the December 17, 2015, Commission Meeting Minutes, the January 2016 financial report, the payment of invoices, Setting the February 5 and March 3, 2016, TAC meetings, Approval of Amended Contract with Recording Secretary, Approval of Proposal from MMKR to Perform 2015-2016 Financial Audit, Approval of Final Financial Report on 2012 Main Stem Restoration Project for Clean Water Fund Grant, Approval of Commissioner Request for Reimbursement of Registration Fee for Road Salt Symposium, Approval of Resolution to Transfer Funds from CIP Account to Administrative Account, and Approval of Resolution to Transfer Funds from Administrative Account to Channel Maintenance Fund and Long-Term Maintenance Fund].

The general and construction account balances reported in the Fiscal Year 2015 Financial Report prepared for the January 21, 2016, meeting are as follows:

Checking Account Balance	\$585,012.65
TOTAL GENERAL FUND BALANCE	\$585,012.65
TOTAL CASH & INVESTMENTS ON-HAND (1/12/16)	\$3,626,334.61
CIP Projects Levied – Budget Remaining	(\$3,361,369.08)
Closed Projects Remaining Balance	\$264,965.53
2012-2014 Anticipated Tax Levy Revenue	\$7,123.77
2015 Anticipated Tax Levy Revenue	\$5,157.95
Anticipated Closed Project Balance	\$277,247.25

#### 5. BUSINESS

##### C. Consider Approval to Submit Commission Projects for Inclusion in Hennepin County All-Hazard Mitigation Plan

Administrator Jester introduced Bruce Kelii of the Hennepin County Emergency Management Division to discuss the idea of adding the Bassett Creek Watershed Management Commission into the All-Hazard Mitigation Plan for the County. She explained that the plan is multi-jurisdictional, so all of the cities are already included in the plan and the County has recently been reaching out to watershed management



organizations and watershed districts about including projects in the plan.

*[Commissioner Welch of Minneapolis and Commissioner Tobelmann of Plymouth arrived.]*

Mr. Kelii stated that the All-Hazard Multi-Jurisdiction Mitigation Plan originated from a specific set of federal documents that brought the plan to the point it is at today. He said that Section 322 out of Federal Act DMA2000 allows the County to place mitigation strategies and plans into the County's local document. Mr. Kelii explained that a document submitted to the County by Mark Ray with the City of Crystal indicated that the BCWMC had worked on or had approved a Flood Damage Grant Reduction Assistance Program application. He said that the document triggered the County to connect with the BCWMC because it was taking steps in such projects. Mr. Kelii stated that such projects connect the County to the Department of Natural Resources (DNR). He added that with the DNR grant program, there is a specific statement about being able to leverage hazard mitigation funding from FEMA, which is where the County steps in due to Section 322. Mr. Kelii explained that the Section 322 says the County should go to folks who are asking for partner grants and to get them into the All-Hazard Multi-Jurisdiction Mitigation Plan in order to support the idea that the watershed is working toward natural resources improvements.

Mr. Kelii explained that by getting the watershed's projects into the plan, the watershed could use Section 322 in the event that disaster strikes the communities and watershed projects are affected. He said that in the case of disaster on those lands where the BCWMC has done projects, the watershed might look for some type of recovery of habitat, erosion measures, and other items. Mr. Kelii continued by saying that these types of items are considered replaceable recovery items when it comes to disaster mitigation dollars. He noted that the BCWMC can be part of the plan through city projects, but that it makes sense for the BCWMC also to be an independent special jurisdiction within the plan and to self-identify projects that may or may not be impacted by disaster in the future.

Mr. Kelii described the template included in the meeting packet and talked further about the seven goals listed in the template. He talked about the process and the timeline, saying that his department would like to get the plan submitted to the Hennepin County Board of Commissioners by March or April.

Administrator Jester said that it is her understanding that the BCWMC doesn't need to include an exhaustive list of its future projects and that by the BCWMC being identified as a special jurisdiction it could become eligible for disaster funding. Mr. Kelii recommended prioritizing but said that the more projects the BCWMC includes in the document, the better. He stated that if the priority changes, a revision can be entered into the plan. He added that with the plan's timeline there is a rush now to get the BCWMC included, but the process can continue to grow over the next few years. He explained that the plan is reviewed and corrected every five years and that revisions to the plan can be brought to the County Board even more frequently if needed.

Mr. Kelii responded to questions, including about more information on the Open Declaration of Funding process and the level to which the BCWMC needs to identify projects. Engineer Chandler said that she sees an opportunity here for the Flood Control Project components regarding funding for emergencies.

Administrator Jester said the costs to the Commission include only her time and that of the Commission Engineers' to finalize the submission to the County.

Commissioner Welch moved to authorize the Administrator to continue working with the County on the All-Hazard Mitigation Plan. Commissioner Mueller seconded the motion. Upon a vote, the motion carried 9-0.



**A. Blue Line LRT Process for Wetland Conservation Act (WCA Decisions): Consider Approval of Blue Line LRT Wetland Boundaries and Types; Discuss Future WCA Decision Points Regarding Blue Line LRT Project**

Engineer Chandler stated that this agenda item deals with Wetland Conservation Act (WCA) decisions for the Blue Line Light Rail Transit (LRT) but also deals with future WCA decisions the Commission may need to make for different projects in the future. She said that the BCWMC is the Local Governmental Unit (LGU) responsible for administering the WCA in the cities of Robbinsdale, Medicine Lake, and St. Louis Park. She reported that the Blue Line LRT is going through Robbinsdale and the project also could be affecting wetlands in Minneapolis and Golden Valley. She explained that although the Commission is assisting with WCA administration for the Blue Line LRT in Minneapolis and Golden Valley, those cities retain their LGU authority. The BCWMC only needs to act on the Notice of Decision on behalf of the City of Robbinsdale.

Engineer Chandler said that she recommends approval of the Notice of Decision on the wetland delineation (boundaries and types) included in the meeting materials. She added that there will be future decisions that the Commission will need to make, such as a no-loss type of decision, requests for approval of sequencing, and a wetland replacement plan. Engineer Chandler told the Commission that it would be helpful to know if the Commission wishes to retain all of the decision-making authority for those decisions or if the Commission would like to delegate some of those decisions to staff. She said that for example with the decision in front of the Commission today, she believes that the Commission would be comfortable with Commission staff having the authority to make the decision along with having decision-making authority for no-loss and exemption and other highly technical decisions. Engineer Chandler said that for decisions regarding sequencing, replacement plans, and mitigation plans, the Commission may prefer to have the decision-making authority rather than delegating that to staff.

Commissioner Welch moved to approve the Notice of Decision for Blue Line LRT Wetland Boundaries and Types. Alternate Commissioner Scanlan seconded the motion. Commissioner Tobelmann asked for a brief explanation of the process for determining the wetland boundaries. Engineer Chandler and Chair de Lambert provided that information. Upon a vote, the motion carried 9-0.

There was discussion about the WCA decision process and the process timeline. Commissioner Welch commented that he is comfortable with the decision process as laid out by Engineer Chandler and asked that the Commission also authorize the Administrator to extend the BCWMC's review time on these decisions as needed as provided for under MN Statute 1599. Administrator Jester clarified that the Commission would like staff to have authority for technical decisions such as wetland boundaries and types, no-loss, and exemption decisions and the Commission will retain authority for decisions on sequencing, replacement plans, and banking plans. Commissioner Welch said yes, and additionally that the Commission should extend the authority to the Administrator to extend the BCWMC's review time.

Engineer Chandler replied that staff will come back to the Commission with a resolution reflecting the decision-making authorizations as discussed. Commissioner Welch asked staff to include the Notice of Decisions in which the BCWMC is the LGU in the electronic monthly communications to the Commission.

Attorney Gilchrist agreed with Commissioner Welch's comment about Statute 1599 and pointed out that the rule that allows delegation of decision-making authority specifically says that regarding final decisions made by staff, the local government must establish a local appeals process. Attorney Gilchrist provided more information on this and recommended that the resolution includes a line to address that process. Administrator Jester said that staff will bring the resolution to the Commission's next meeting.

Commissioner Welch asked about information provided in the table in the delineation information in the



meeting packet. He said that the table seems to indicate that there are about a dozen good quality wetlands and if some of these are along the Blue Line LRT corridor, it would be good to know. Engineer Chandler said that she can find out more information about those wetlands.

**B. Consider Approval of Agreement with Metropolitan Council for Reimbursement of Commission Tasks Related to Southwest LRT**

Administrator Jester reminded the Commission that last year it entered into an agreement with the Metropolitan Council regarding tasks that the Commission Engineer was performing regarding the Blue Line LRT such as WCA tasks, reviews, and discussions on storm water impacts.

Administrator Jester explained that the Metropolitan Council's Southwest LRT is requesting a connection to the Bassett Creek Tunnel, which requires modeling to determine impacts. She stated that between August and December 2015 the BCWMC has spent \$12,000 for the Commission Engineer's time on these technical issues. She reported that she talked with staff at the Metropolitan Council's Southwest LRT and requested that the Metropolitan Council Southwest LRT reimburse the BCWMC for 50% of the \$12,000 already spent, 50% of modeling costs going forward, and actual costs of project review in the future. Administrator Jester added that the City of Minneapolis will be paying the other 50% of the modeling costs regarding the tunnel connection.

Administrator Jester announced that the agreement in front of the Commission today is not the final agreement due to further review at the Metropolitan Council. She asked the Commission to authorize the Chair to execute an agreement with review by Legal Counsel, herself, and the Chair when the agreement becomes available.

Alternate Commission Scanlan moved to authorize the Chair to execute the agreement with the Metropolitan Council as explained by Administrator Jester. Commissioner Hoschka seconded the motion. In response to a question from Commissioner Welch, Administrator Jester assured the Commission that the Southwest LRT design plans would be reviewed against the Commission's development standards. Upon a vote, the motion carried 9-0.

**D. Receive Update on New BCWMC Website: Approval of Contract with HDR for Website Maintenance and Facilitating Website Hosting**

Administrator Jester shared feedback that she had received from the Commission about its redesigned website. She pointed out the scope of services from HDR in the meeting packet. She described the scope of services, which is for continuing technical maintenance of the website by HDR at a cost not-to-exceed \$4,420. She explained that the work would include HDR's facilitation of the web hosting service provided by Blue Host and technical work on an as-needed basis. Administrator Jester reminded the Commission that it has \$3,500 budgeted for website maintenance for 2016. Administrator Jester asked for Commission approval of the contract with HDR.

Administrator Jester talked about the promotion plan for communicating the launch of the BCWMC's new website. Some Commissioners had additional suggestions for promoting the site. She said that if anyone has further thoughts or ideas about the promotion plan to please share them with her. There was a brief discussion of the draft email communication and proposed distribution list. Commissioner Scanlan moved to approve the contract with HDR. Commissioner Welch seconded the motion. Upon a vote, the motion carried 9-0.

**E. Consider Directing Staff to Submit Grant Application to Minnesota Conservation Corps on Behalf of Metro Blooms for Harrison Neighborhood Project**

Administrator Jester reminded the Commission that at last month's meeting, Becky Rice of Metro Blooms

presented information about a large project slated for the Harrison Neighborhood in Minneapolis. She said that the Commission took action to approve the BCWMC as the fiscal agent for a grant from the Metropolitan Council. Administrator Jester reported that the Metropolitan Council's grant application process is still in progress. She added that the YouthPrise grant application was submitted by Metro Blooms and is under review. Administrator Jester reported on another grant opportunity through the Conservation Corps of Minnesota. She noted that the grant is for work crew hours but cannot be awarded to non-profit organizations like Metro Blooms. She added that even though the application deadline has passed, typically there are hours left over after the completion of other projects and those hours become available to new applicants. She said that she is seeking approval to submit the completed grant application to the Conservation Corps of Minnesota on behalf of Metro Blooms. Alternate Commissioner Scanlan moved to approve the application submission to the Conservation Corps of Minnesota. Commissioner Elder seconded the motion. Upon a vote, the motion carried 9-0.

#### **F. Receive Updates on Feasibility Studies for 2017 CIP Projects: Plymouth Creek Restoration Project and Main Stem Erosion Repair Project**

Administrator Jester reported that for the draft feasibility study for the Plymouth Creek Restoration Project is being reviewed by City of Plymouth staff. She said that she and two Barr Engineering staff members will meet with City staff next week to review the draft study and get the City's feedback. She noted that the draft feasibility study likely will be presented to the Commission at its February meeting.

Administrator Jester stated that the feasibility study for the Main Stem Erosion Repair Project also is coming along. She reported that Commission Engineer Weiss met with the landowner of the Fruen Mill site and the landowner is very supportive of the project and has redevelopment of the site slated for 2017. Administrator Jester noted that the Commission Engineer put together a right-of-entry agreement and Administrator Jester will be contacting the other landowners to request rights-of-entry to perform soil analysis for the project's Phase II environmental assessment. She also reported that the concept designs and some of the cost estimates are in the process of being drafted.

### **6. COMMUNICATIONS**

#### **A. Administrator:**

- i. Administrator Jester pointed out that the Administrator's Report is in the meeting packet. She highlighted the nice map created by Eric Eckman showing the 2015 Bassett Creek Restoration Project Improvement Locations.
- ii. Administrator Jester announced that Commissioners and Alternate Commissioners will be contacted by the Campaign Finance Committee to fill out the annual paperwork.
- iii. Administrator Jester reminded the Commission that February 1 starts the Commission's new year and at the Commission's February meeting it will be appointing officers and committee members. She explained that the Commission will have a new committee this year, the Aquatic Plant Management and Aquatic Invasive Species Committee with the charge of helping the Commission determine its role in those areas.

#### **B. Chair:**

- i. Chair de Lambert announced that he will not be attending the February meeting so Vice Chair Mueller will run the meeting. He also said that he was willing to remain Commission Chair.



**C. Commissioners:**

- i. Commissioner McDonald Black said that when she looked over today's meeting agenda, she was amazed at how proactive it is. She said she appreciates what a great job Administrator Jester and Engineer Chandler are doing. She thanked them for their leadership and proactive work.

**D. TAC Members:**

- i. Erick Francis reported that the TAC met on January 7<sup>th</sup> to continue developing draft policies for the responsibilities and funding options for long term maintenance of the Flood Control Project. He said that the TAC will continue to discuss this at its February 5 and March 3 meetings.

**E. Committees:** No Committee Communications

- F. Legal Counsel:** Legal Counsel Gilchrist reported that former Commission attorney, Charlie LeFevere is sick and in the hospital. He noted Charlie has a Caring Bridge website.

**G. Engineer:**

- i. Engineer Chandler reported that staff followed up on the concern raised last month by Commissioner Welch regarding possible contamination issues from infiltration practices in the Harrison Neighborhood. She stated that there is no action today for the Commission but recommended a canvassing of publically available information such as groundwater studies to see if there are potential problem areas. Engineer Chandler said the canvassing could be completed in a week at a cost of the low thousands of dollars if Metro Blooms is interested in pursuing this action. Engineer Chandler said that this recommendation has been provided to Metro Blooms. Commissioner Welch requested a copy of the email to Administrator Jester. Administrator Jester added that the Commission could consider providing this work as in-kind services to the Metro Blooms project in the Harrison Neighborhood.

**7. INFORMATION ONLY (Available at <http://www.bassettcreekwmo.org/Meetings/2016/2016-January/2016JanuaryMeetingPacket.htm>)**

- A. CIP Project Update Chart
- B. Grant Tracking Summary and Spreadsheet
- C. Star Tribune Article: Possible Daylighting Old Bassett Creek Tunnel:  
<http://www.startribune.com/downtown-minneapolis-park-ideas-bubbling-in-planning-for-next-25-years/361249421/>

**8. ADJOURNMENT**

Chair de Lambert adjourned the meeting at 10:22 a.m.

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Signature/Title

Date

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Signature/Title

Date



Bassett Creek Watershed Management Commission General Account  
General Fund (Administration) Financial Report  
Fiscal Year: February 1, 2015 through January 31, 2016  
MEETING DATE: February 18, 2016

Item 4B.  
BCWMC 2-18-16 (UNAUDITED)

<b>BEGINNING BALANCE</b>	<b>12-Jan-16</b>		<b>585,012.65</b>
<b>ADD:</b>			
<b>General Fund Revenue:</b>			
Interest less Bank Fees		(27.77)	
2016-17 Assessments-Prepaid			
City of Medicine Lake		3,600.00	
City of Golden Valley		127,675.00	
City of Robbinsdale		7,843.00	
Met Council		500.00	
Permits:			
City of Plymouth	2015-35	1,100.00	
Reimbursed Construction Costs		129,954.34	
Transfer from CIP - Flood Control Projects		6,600.00	
Transfer from CIP - Administrative Costs		25,000.00	
	<b>Total Revenue and Transfers In</b>		<b>302,244.57</b>
<b>DEDUCT:</b>			
<b>Checks:</b>			
2819	Barr Engineering	Jan Engineering	113,698.53
2820	Amy Herbert LLC	Jan Secretarial	1,223.59
2821	Kennedy & Graven	Dec/Jan Legal	2,648.48
2822	Keystone Waters LLC	Jan Administrator	4,149.83
2823	HDR Engineering	Website Design	1,219.42
2826	Michael Scanlan	Conference Registratio	85.00
2827	City of New Hope	NL-1 Northwood Lake	83,484.84
2828	Wenck Associates	Outlet Monitoring	567.60
2829	MPCA	2017 Main Stem CR-M	187.50
	<b>Total Checks</b>		<b>207,264.79</b>
<b>Transfers:</b>			
EROSION/SEDIMENT (CHANNEL MAINT)		25,000.00	
LONG TERM MAINTENANCE		25,000.00	
	<b>Total Transfers</b>		<b>50,000.00</b>
<b>ENDING BALANCE</b>	<b>10-Feb-16</b>		<b>629,992.43</b>

## Bassett Creek Watershed Management Commission General Account

## General Fund (Administration) Financial Report

(UNAUDITED)

Fiscal Year: February 1, 2015 through January 31, 2016

MEETING DATE: February 18, 2016

	2015 / 2016 BUDGET	CURRENT MONTH	YTD 2015 / 2016	BALANCE
<b>OTHER GENERAL FUND REVENUE</b>				
ASSESSMENTS TO CITIES-PREPAID		139,118.00	223,401.00	
ASSESSMENTS TO CITIES	490,345	0.00	490,342.00	3.00
PERMIT REVENUE	60,000	1,100.00	55,700.00	4,300.00
WOMP REIMBURSEMENT	5,000	500.00	5,000.00	0.00
TRANSFERS FROM LONG TERM FUND & CIP	35,000	31,600.00	31,600.00	3,400.00
<b>REVENUE TOTAL</b>	<b>590,345</b>	<b>172,318.00</b>	<b>806,043.00</b>	<b>7,703.00</b>
<b>EXPENDITURES</b>				
<b>ENGINEERING &amp; MONITORING</b>				
TECHNICAL SERVICES	120,000	13,493.36	116,972.14	3,027.86
DEV/PROJECT REVIEWS	65,000	2,866.00	51,621.95	13,378.05
NON-FEE/PRELIM REVIEWS	15,000	13,530.84	53,685.76	(38,685.76)
COMMISSION AND TAC MEETINGS	14,500	950.22	11,525.05	2,974.95
SURVEYS & STUDIES	20,000	0.00	22,109.17	(2,109.17)
WATER QUALITY/MONITORING	63,000	24,343.50	77,429.03	(14,429.03)
WATER QUANTITY	11,500	917.35	9,114.95	2,385.05
WATERSHED INSPECTIONS	1,000	0.00	0.00	1,000.00
ANNUAL FLOOD CONTROL INSPECTIONS	10,000	3,395.50	9,996.50	3.50
REVIEW MUNICIPAL PLANS	2,000	0.00	0.00	2,000.00
WOMP	17,000	1,287.60	15,786.69	1,213.31
<b>ENGINEERING &amp; MONITORING TOTAL</b>	<b>339,000</b>	<b>60,784.37</b>	<b>368,241.24</b>	<b>(29,241.24)</b>
<b>PLANNING</b>				
NEXT GENERATION PLAN	30,000	0.00	28,277.50	1,722.50
<b>PLANNING TOTAL</b>	<b>30,000</b>	<b>0.00</b>	<b>28,277.50</b>	<b>1,722.50</b>
<b>ADMINISTRATION</b>				
ADMINISTRATOR	62,000	4,149.83	59,395.50	2,604.50
LEGAL COSTS	18,500	2,648.48	12,969.53	5,530.47
AUDIT, INSURANCE & BONDING	15,500	0.00	13,181.00	2,319.00
FINANCIAL MANAGEMENT	3,200	0.00	3,200.00	0.00
DIGITIZE HISTORIC PAPER FILES	2,500	0.00	0.00	2,500.00
MEETING EXPENSES	2,500	0.00	1,564.13	935.87
ADMINISTRATIVE SERVICES	32,000	1,271.35	29,842.88	2,157.12
<b>ADMINISTRATION TOTAL</b>	<b>136,200</b>	<b>8,069.66</b>	<b>120,153.04</b>	<b>16,046.96</b>
<b>OUTREACH &amp; EDUCATION</b>				
PUBLICATIONS/ANNUAL REPORT	4,000	0.00	1,430.00	2,570.00
WEBSITE	12,000	2,047.92	11,801.77	198.23
PUBLIC COMMUNICATIONS	3,000	0.00	2,270.42	729.58
EDUCATION AND PUBLIC OUTREACH	17,000	85.00	12,830.31	4,169.69
WATERSHED EDUCATION PARTNERSHIPS	15,500	0.00	10,700.00	4,800.00
<b>OUTREACH &amp; EDUCATION TOTAL</b>	<b>51,500</b>	<b>2,132.92</b>	<b>39,032.50</b>	<b>12,467.50</b>
<b>MAINTENANCE FUNDS</b>				
EROSION/SEDIMENT (CHANNEL MAINT)	25,000	25,000.00	25,000.00	0.00
LONG TERM MAINTENANCE (moved to CF)	25,000	25,000.00	25,000.00	0.00
<b>MAINTENANCE FUNDS TOTAL</b>	<b>50,000</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>
<b>TMDL WORK</b>				
TMDL STUDIES	0	0.00	0.00	0.00
TMDL IMPLEMENTATION REPORTING	20,000	6,323.50	15,881.50	4,118.50
<b>TMDL WORK TOTAL</b>	<b>20,000</b>	<b>6,323.50</b>	<b>15,881.50</b>	<b>4,118.50</b>
<b>TOTAL EXPENSES</b>	<b>626,700</b>	<b>127,310.45</b>	<b>621,585.78</b>	<b>5,114.22</b>



**BCWMC Construction Account**  
**Fiscal Year: February 1, 2015 through January 31, 2016**  
**January 2016 Financial Report**

(UNAUDITED)

Cash Balance 1/12/2016			
Cash		2,634,334.61	
	Total Cash		2,634,334.61
Ally Bk Midvale Utah C/D (9/25/2017 1.25%)		248,000.00	
Capital One Bk-McLean VA C/D (9/25/2017 1.15%)		248,000.00	
Capital One Bk-Glen Allen VA C/D (9/25/2017 1.15%)		248,000.00	
Key Bk Natl Assn Ohio C/D (10/02/2017 1.15%)		248,000.00	
	Total Investments		992,000.00
	<b>Total Cash &amp; Investments</b>		<b>3,626,334.61</b>
Add:			
Investment Interest			
Interest Revenue (Bank Charges)		(177.16)	
Henn County Property Tax Levy		4,200.30	
	<b>Total Revenue</b>		<b>4,023.14</b>
Less:			
CIP Projects Levied - Current Expenses - TABLE A		(25,658.50)	
Proposed & Future CIP Projects to Be Levied - Current Expenses - TABLE B		(111,202.84)	
	<b>Total Current Expenses</b>		<b>(136,861.34)</b>
	<b>Total Cash &amp; Investments On Hand</b>	<b>02/10/16</b>	<b><u>3,493,496.41</u></b>
Total Cash & Investments On Hand		3,493,496.41	
CIP Projects Levied - Budget Remaining - TABLE A		(3,335,710.58)	
<b>Closed Projects Remaining Balance</b>		<b>157,785.83</b>	
2012 - 2014 Anticipated Tax Levy Revenue - TABLE C		6,668.33	
2015 Anticipated Tax Levy Revenue - TABLE C		1,499.07	
<b>Anticipated Closed Project Balance</b>		<b><u>165,953.23</u></b>	
Proposed & Future CIP Project Amount to be Levied - TABLE B		1,633,070.00	

**TABLE A - CIP PROJECTS LEVIED**

	Approved Budget	Current Expenses	2015 YTD Expenses	INCEPTION To Date Expenses	Remaining Budget
Plymouth Creek Channel Restoration (2010 CR)	965,200.00	0.00	5,350.56	939,039.17	26,160.83
CLOSED JUNE 2015					(26,160.83)
Wisc Ave/Duluth Street-Crystal (2011 CR)	580,200.00	0.00	0.00	580,200.00	0.00
Wirth Lake Outlet Modification (WTH-4)(2012)	202,500.00	0.00	0.00	201,513.94	986.06
5/13 Increase Budget - \$22,500					
Main Stem Irving Ave to GV Road (2012 CR)	856,000.00	658.50	679,269.55	857,723.50	(1,723.50)
Lakeview Park Pond (ML-8) (2013)	196,000.00	0.00	0.00	11,589.50	184,410.50
Four Seasons Mall Area Water Quality Proj (NL-2)	990,000.00	0.00	25,866.35	127,501.84	862,498.16
<b>2014</b>					
Schaper Pond Enhance Feasibility/Project (SL-1)(SL-3)	612,000.00	0.00	0.00	89,594.90	522,405.10
Briarwood / Dawnview Nature Area (BC-7)	250,000.00	0.00	0.00	19,598.09	230,401.91
Twin Lake Alum Treatment Project (TW-2)	163,000.00	0.00	432.00	24,225.65	138,774.35
<b>2015</b>					
Main Stem 10th to Duluth (CR2015)	1,503,000.00	25,000.00	93,862.65	105,042.00	1,397,958.00
	<u>6,317,900.00</u>	<u>25,658.50</u>	<u>804,781.11</u>	<u>2,956,028.59</u>	<u>3,335,710.58</u>

**TABLE B - PROPOSED & FUTURE CIP PROJECTS TO BE LEVIED**

	Approved Budget - To Be Levied	Current Expenses	2015 YTD Expenses	INCEPTION To Date Expenses	Remaining Budget
<b>2016</b>					
Bryn Mawr Meadows (BC-5)	0.00	0.00	0.00	5,282.80	(5,282.80)
Honeywell Pond Expansion (BC-4)	810,930.00	0.00	6,442.53	13,904.48	797,025.52
Northwood Lake Pond (NL-1)	822,140.00	83,802.84	94,823.44	99,942.19	722,197.81
2016 Project Totals	1,633,070.00	83,802.84	101,265.97	119,129.47	1,513,940.53
<b>2017</b>					
Main Stem Cedar Lk Rd to Dupont (2017 CR-M)		11,688.00	42,671.88	42,671.88	(42,671.88)
Plymouth Creek Restoration (CR-P)		15,712.00	49,412.13	49,412.13	(49,412.13)
2017 Project Totals	0.00	27,400.00	92,084.01	92,084.01	(92,084.01)
Total Proposed & Future CIP Projects to be Levied	1,633,070.00	111,202.84	193,349.98	211,213.48	1,421,856.52

**BCWMC Construction Account**

Fiscal Year: February 1, 2015 through January 31, 2016

(UNAUDITED)

**January 2016 Financial Report****TABLE C - TAX LEVY REVENUES**

	County Levy	Abatements / Adjustments	Adjusted Levy	Current Received	Year to Date Received	Inception to Date Received	Balance to be Collected	BCWMO Levy
2015 Tax Levy	1,000,000.00		1,000,000.00	3,658.88	998,500.93	998,500.93	1,499.07	1,000,000.00
2014 Tax Levy	895,000.00	(2,576.10)	892,423.90	377.62	3,260.62	887,798.04	4,625.86	895,000.00
2013 Tax Levy	986,000.00	(13,785.61)	972,214.39	93.58	254.47	971,003.45	1,210.94	986,000.00
2012 Tax Levy	762,010.00	(5,103.74)	756,906.26	(15.76)	(548.61)	756,074.73	831.53	762,010.00
2011 Tax Levy	863,268.83	(8,962.04)	854,306.79	85.35	1.87	854,308.66	(1.87)	862,400.00
2010 Tax Levy	935,298.91	(9,027.10)	926,271.81	0.63	275.39	926,547.20	(275.39)	935,000.00
				<u>4,200.30</u>			<u>7,890.14</u>	

**OTHER PROJECTS:**

	Approved Budget	Current Expenses / (Revenue)	2015 YTD Expenses / (Revenue)	INCEPTION To Date Expenses / (Revenue)	Remaining Budget
<b>TMDL Studies</b>					
TMDL Studies	135,000.00	0.00	0.00	107,765.15	27,234.85
Sweeney TMDL	119,000.00	0.00	0.00	212,222.86	
Less: MPCA Grant Revenue		0.00	0.00	(163,870.64)	70,647.78
TOTAL TMDL Studies	254,000.00	0.00	0.00	156,117.37	97,882.63
<b>Annual Flood Control Projects:</b>					
Flood Control Emergency Maintenance	500,000.00	0.00	0.00	0.00	500,000.00
Flood Control Long-Term Maintenance	648,373.00	24,693.00	110,580.19	153,775.67	494,597.33
Sweeney Lake Outlet (2012 FC-1)	250,000.00	0.00	0.00	179,742.18	70,257.82
<b>Annual Water Quality</b>					
Channel Maintenance Fund	325,000.00	0.00	26,777.35	121,242.95	203,757.05
Total Other Projects	1,977,373.00	24,693.00	137,357.54	610,878.17	1,366,494.83



## 2/10/2016

MPCA Grant-CWP (Total \$300,000)

### Bassett Creek Construction Project Details

### Other Projects

BWSR Grants Received		
FY11 Competitive Grant		
MPCA Grant-CWP (Total	75,000.00	75,001.00



Bassett Creek Watershed Management Commission General Account  
General Fund (Administration) Financial Report  
Fiscal Year: February 1, 2016 through January 31, 2017  
MEETING DATE: February 18, 2016

Item 4C. BCWMC 2-18-16
---------------------------

(UNAUDITED)

<b>BEGINNING BALANCE</b>	<b>10-Feb-16</b>	<b>629,992.43</b>
<b>DEDUCT:</b>		
<b>Checks:</b>		
2824	D'Amico Feb Meeting	144.62
2825	Shingle Creek WMC 2016 General	9,750.00
	<b>Total Checks</b>	<b>9,894.62</b>
Outstanding from previous month:		
2819	Barr Engineering Jan Engineering	113,698.53
2820	Amy Herbert LLC Jan Secretarial	1,223.59
2821	Kennedy & Graven Dec/Jan Legal	2,648.48
2822	Keystone Waters LLC Jan Administrator	4,149.83
2823	HDR Engineering Website Design	1,219.42
2826	Michael Scanlan Conference Registration	85.00
2827	City of New Hope NL-1 Northwood Lake	83,484.84
2828	Wenck Associates Outlet Monitoring	567.60
2829	MPCA 2017 Main Stem	187.50
	<b>Total Expenses</b>	<b>9,894.62</b>
<b>ENDING BALANCE</b>	<b>10-Feb-16</b>	<b>620,097.81</b>

## Bassett Creek Watershed Management Commission General Account

## General Fund (Administration) Financial Report

(UNAUDITED)

Fiscal Year: February 1, 2016 through January 31, 2017

MEETING DATE: February 18, 2016

	2016 / 2017 BUDGET	CURRENT MONTH	YTD 2016 / 2017	BALANCE
<b>OTHER GENERAL FUND REVENUE</b>				
ASSESSMENTS TO CITIES-PREPAID			0.00	
ASSESSMENTS TO CITIES	490,345	139,118.00	223,401.00	266,944.00
PERMIT REVENUE	0	0.00	0.00	0.00
WOMP REIMBURSEMENT	0	0.00	0.00	0.00
TRANSFERS FROM LONG TERM FUND & CIP	0	0.00	0.00	0.00
<b>REVENUE TOTAL</b>	<b>490,345</b>	<b>139,118.00</b>	<b>223,401.00</b>	<b>266,944.00</b>
<b>EXPENDITURES</b>				
<b>ENGINEERING &amp; MONITORING</b>				
TECHNICAL SERVICES	120,000	0.00	0.00	120,000.00
DEV/PROJECT REVIEWS	65,000	0.00	0.00	65,000.00
NON-FEE/PRELIM REVIEWS	15,000	0.00	0.00	15,000.00
COMMISSION AND TAC MEETINGS	13,000	0.00	0.00	13,000.00
SURVEYS & STUDIES	25,000	0.00	0.00	25,000.00
WATER QUALITY/MONITORING	76,000	0.00	0.00	76,000.00
SHORELAND HABITAT MONITORING	6,000	0.00	0.00	6,000.00
WATER QUANTITY	11,500	0.00	0.00	11,500.00
WATERSHED INSPECTIONS -EROSION CONTROL	1,000	0.00	0.00	1,000.00
ANNUAL FLOOD CONTROL INSPECTIONS	10,000	0.00	0.00	10,000.00
REVIEW MUNICIPAL PLANS	2,000	0.00	0.00	2,000.00
WOMP	17,000	0.00	0.00	17,000.00
<b>ENGINEERING &amp; MONITORING TOTAL</b>	<b>361,500</b>	<b>0.00</b>	<b>0.00</b>	<b>361,500.00</b>
<b>ADMINISTRATION</b>				
ADMINISTRATOR	62,000	0.00	0.00	62,000.00
LEGAL COSTS	18,500	0.00	0.00	18,500.00
AUDIT, INSURANCE & BONDING	15,500	0.00	100.00	15,400.00
FINANCIAL MANAGEMENT	3,200	0.00	0.00	3,200.00
DIGITIZE HISTORIC PAPER FILES	5,000	0.00	0.00	5,000.00
MEETING EXPENSES	2,200	144.62	144.62	2,055.38
ADMINISTRATIVE SERVICES	25,000	0.00	0.00	25,000.00
<b>ADMINISTRATION TOTAL</b>	<b>131,400</b>	<b>144.62</b>	<b>244.62</b>	<b>131,155.38</b>
<b>OUTREACH &amp; EDUCATION</b>				
PUBLICATIONS/ANNUAL REPORT	2,500	0.00	0.00	2,500.00
WEBSITE	3,500	0.00	0.00	3,500.00
PUBLIC COMMUNICATIONS	2,500	0.00	0.00	2,500.00
EDUCATION AND PUBLIC OUTREACH	22,500	9,750.00	9,750.00	12,750.00
WATERSHED EDUCATION PARTNERSHIPS	15,500	0.00	0.00	15,500.00
<b>OUTREACH &amp; EDUCATION TOTAL</b>	<b>46,500</b>	<b>9,750.00</b>	<b>9,750.00</b>	<b>36,750.00</b>
<b>MAINTENANCE FUNDS</b>				
EROSION/SEDIMENT (CHANNEL MAINT)	25,000	0.00	0.00	25,000.00
LONG TERM MAINTENANCE (moved to CF)	25,000	0.00	0.00	25,000.00
<b>MAINTENANCE FUNDS TOTAL</b>	<b>50,000</b>	<b>0.00</b>	<b>0.00</b>	<b>50,000.00</b>
<b>TMDL WORK</b>				
TMDL IMPLEMENTATION REPORTING	20,000	0.00	0.00	20,000.00
<b>TMDL WORK TOTAL</b>	<b>20,000</b>	<b>0.00</b>	<b>0.00</b>	<b>20,000.00</b>
<b>TOTAL EXPENSES</b>	<b>609,400</b>	<b>9,894.62</b>	<b>9,994.62</b>	<b>599,405.38</b>



**RESOLUTION 16-03**

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

**RESOLUTION DESIGNATING DEPOSITORIES FOR  
BASSETT CREEK WATERSHED MANAGEMENT COMMISSION FUNDS**

BE IT RESOLVED by the Bassett Creek Watershed Management Commission of the Cities of Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, Robbinsdale, and St. Louis Park that the following are named as depositories for funds, subject to the furnishing of collateral for funds on deposit as provided in the Laws of the State of Minnesota: **RBC Dain Rauscher; Wells Fargo; 4M Fund**

BE IT FURTHER RESOLVED that a sweep account will be used for nightly balances.

BE IT FURTHER RESOLVED that the following signatories or alternates are authorized to be signatories on checks drawn on funds deposited:

General Checking: Chair or Vice Chair and Treasurer or Deputy Treasurer  
Each check shall require two signatures.

BE IT FURTHER RESOLVED that the following shall be authorized to make investments of the Bassett Creek Watershed Management Commission and shall be authorized to deposit the principal of said investments in the above named depositories as necessary and beneficial to the Bassett Creek Watershed Management Commission: Deputy Treasurer of the Bassett Creek Watershed Management Commission.

The Deputy Treasurer shall supply each of the depositories with certified copies of this resolution along with such signature documentation as is required by the depository and the authorizations set forth above.

Adopted by the Board of the Bassett Creek Watershed Management Commission this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

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



**Stantec Consulting Services Inc.**  
2335 Highway 36 West  
St. Paul MN 55113  
Tel: (651) 636-4600  
Fax: (651) 636-1311

Item 4G.  
BCWMC 2-18-16  
Full documentation online

February 10, 2016  
File: 193802816

**Attention: Laura Jester**  
Keystone Waters, LLC  
BCWMC Administrator  
16145 Hillcrest Lane  
Eden Prairie, MN 55346

**Reference: Northwood Lake Improvements – Reimbursement Request #1**  
**City Project No.: 938, 967, 974**

Dear Laura,

Per the terms of the Cooperative Agreement for the 2016 Northwood Lake Improvements Project, the City of New Hope is requesting reimbursement for expenses incurred during the preparation of the design plans. The request for reimbursement for engineering services is **\$83,484.84**, which accounts for 89.38% of the Design engineering, and the breakdown of these costs per Concept A and C design concepts is shown in the table below:

<b>Period Ending</b>	<b>Invoice No.</b>	<b>BCWMC Related Amount</b>	<b>Concept A (89%)</b>	<b>Concept C (11%)</b>
8/28/2015	974134	\$25,892.61	\$23,044.42	\$2,848.19
10/2/2016	988968	\$23,870.70	\$21,244.92	\$2,625.78
11/27/2015	994974	\$33,721.53	\$30,012.16	\$3,709.37
<b>Total Amount</b>		<b>\$83,484.84</b>	<b>\$74,301.51</b>	<b>\$9,183.33</b>

Enclosed please find the attached invoices from Stantec and the proof of payment from the City.

If you have any questions or require further information please call me at (651)604-4808.





February 10, 2016  
Ms. Laura Jester  
Page 2 of 2

**Reference: Northwood Lake Improvements – Reimbursement Request #1**

Sincerely,

STANTEC

Christopher W. Long, P.E.

Attachments: Stantec Invoices; Proof of Payment by New Hope

Cc: Bob Paschke, Bernie Weber, Shawn Markham – New Hope; Kellie Schlegel – Stantec.

**GRANT AGREEMENT  
BETWEEN  
THE METROPOLITAN COUNCIL  
AND  
BASSETT CREEK WATERSHED MANAGEMENT COMMISSION  
FOR THE METROPOLITAN AREA  
WATERSHED OUTLET MONITORING PROGRAM (WOMP2)**

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

**WHEREAS:**

1. The Metropolitan Council has been charged by the Minnesota Legislature (Minnesota Statutes, section 473.157, Water Resources Plan) with the development of target pollution loads for all Metropolitan Area watersheds.
2. A search of the available data yielded very little data adequate for use in the development of these loads.
3. On January 12, 1995 the Metropolitan Council authorized its staff to enter into grant agreements with various watershed management organizations for the collection of watershed outlet data.
4. The Council has entered into a grant agreement with the State of Minnesota (referred to in this document as the "State Grant Agreement") whereby the state agrees to provide certain funds for the purposes of the Metropolitan Area Watershed Outlet Monitoring Program.
5. The Grantee has expressed an interest in collecting water quality data at the watershed outlet.
6. The Grantee has exhibited the technical capability to conduct a watershed outlet monitoring program.
7. The Council has reviewed the Grantee's proposal and desires to assist it in the collection of data.

**NOW, THEREFORE,** the Council and the Grantee agree as follows:

**I. GRANTEE PERFORMANCE OF GRANT PROJECT**

**1.01 Grant Project.** The Grantee agrees to perform and complete in a satisfactory and proper manner the grant project as described in the Grantee's application for grant assistance, incorporated in this agreement by reference, and in accordance with the terms and conditions of this agreement. Specifically, the Grantee agrees to perform the specific activities described in Exhibit A ("WOMP Monitoring Work Plan") and to undertake the financial responsibilities described in Exhibit B ("WOMP Monitoring Budget and Financial Responsibilities" document), both of which are attached to and incorporated in this agreement. These activities and financial responsibilities are referred to in this agreement as the "Grant Project".

**1.02 Use of Contractors.** With the approval of the Council's Grant and Project Managers, the Grantee may engage contractors to perform Grant Project activities. However, the Grantee retains



primary responsibility to the Council for performance of the Grant Project and the use of such contractors does not relieve the Grantee from any of its obligations under this agreement.

**1.03 Material Representations.** The Grantee agrees that all representations contained in its application for grant assistance are material representations of fact upon which the Council relied in awarding this grant and are incorporated in this agreement by reference.

## **II. AUTHORIZED USE OF GRANT FUNDS**

**2.01 Authorized Uses.** Grant funds may be used only for costs directly associated with Grant Project activities, as described in paragraph 1.01, and which: i) occur during the Project Activity Period specified in paragraph 6.01, and ii) are eligible expenses as listed in the Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document (Exhibit B). Grant funds may also be used to prepare the expense report required by paragraph 5.02 of this grant agreement. No other use of grant funds is permitted.

**2.02 Unauthorized Uses of Grant Proceeds.** Grant funds cannot be used to purchase land, buildings, or other interests in real property, or to pay legal fees, or permit, license, or other authorization fees, unless specifically approved in advance by the Council's Grant Manager.

**2.03 Project Equipment and Supplies.** With approval of the Council's Project Manager, grant funds may be used to purchase or lease equipment, machinery, supplies, or other personal property directly necessary to conduct the Grant Project. The Grantee will comply with the personal property management requirements described in article VIII of this agreement, with regard to any property purchased pursuant to this paragraph.

## **III. GRANT AMOUNT AND DISTRIBUTION**

**3.01 Maximum Grant Amount.** The Council shall pay to the Grantee a Maximum Grant Amount of \$10,000. Provided, however, that in no event will the Council's obligation under this agreement exceed the lesser of:

- a. the Maximum Grant Amount of \$10,000; or,
- b. the actual amount expended by the grantee on eligible expenses as specified in paragraph 2.01.

The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee in performance of the Grant Project.

**3.02 Distribution of Grant Funds.** Grant funds will be distributed by the Council according to the following schedule:

- a. Within ten working days of Council execution of this agreement, the Council will distribute to the Grantee forty-five (45%) of the Maximum Grant Amount.
- b. Upon Council approval of Grantee's January 2017 financial report required by paragraph 5.02, the Council will distribute to the Grantee forty-five (45%) percent of the Maximum Grant Amount.
- c. Upon approval of Grantee's January 2018 financial report required by paragraph 5.02, the Council will distribute to Grantee the final payment of the remainder of the Maximum Grant Amount. However, no payment will be made which would cause the distribution of grant

funds to exceed the limits in paragraph 3.01. Further, if the amount already paid to Grantee by the Council pursuant to this paragraph exceeds the cumulative amount actually expended by the Grantee on eligible expenses as specified in paragraph 2.01, the Council shall notify Grantee of the amount of over-payment. Grantee shall repay to the Council the amount of such overpayment within 30 calendar days of receipt of such notice from the Council.

No payment will be made under this paragraph if the Grantee is not current in its reporting requirements under article V at the time the payment is due. Distribution of any funds or approval of any report is not to be construed as a Council waiver of any Grantee noncompliance with this agreement.

**3.03 Repayment of Unauthorized Use of Grant Proceeds.** Upon a finding by Council staff that the Grantee has made an unauthorized or undocumented use of grant proceeds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council.

**3.04 Reversion of Unexpended Funds.** All funds granted by the Council under this agreement that have not been expended for authorized Grant Project activities as described in paragraph 2.01 shall revert to the Council.

#### **IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

**4.01 Documentation of Grant Project Costs.** All costs charged to the Grant Project must be supported by proper documentation, including properly executed payroll and time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Grant Project Information.** The Grantee agrees to establish and maintain accurate, detailed, and complete separate accounts, financial records, documentation, and other evidence relating to: i) Grantee's performance under this agreement, and ii) the receipt and expenditure of all grant funds under this agreement. The Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain intact all Grant Project information until the latest of:

- a. complete performance of this agreement; or
- b. six (6) years following the term of this agreement; or
- c. if any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved.

If the Grantee engages any contractors to perform any part of the Grant Project activities, the Grantee agrees that the contract for such services shall include provisions requiring the contractor to establish and maintain Grant Project information in accordance with the provisions of this paragraph and to allow audit of such information in accordance with paragraph 4.03.

**4.03 Audit.** The accounts and records of the Grantee relating to the Grant Project shall be audited in the same manner as all other accounts and records of the Grantee are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of the Council, and the Legislative Auditor and/or State Auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5, will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The Grantee will provide proper facilities for such access and inspection.

#### **V. REPORTING AND MONITORING REQUIREMENTS**

**5.01 Monitoring Work Plan.** The WOMP Monitoring Work Plan (Exhibit A) includes the specific geographic area and watershed outlet affected by the Grant Project, the tasks to be undertaken



together with schedules and the organization responsible for the tasks' costs. The Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document (Exhibit B) lists the Grantee expenses eligible for reimbursement by the Council, subject to the limitations of paragraph 2.01. The Grantee agrees to abide by the Monitoring Work Plan, including the Quality Control Provisions listed in the Monitoring Work Plan.

**5.02 Grant Project Financial Reports.** In January 2017 and January 2018, the Grantee will submit a financial report detailing expenses incurred by Grantee for the Grant Project in the preceding twelve calendar months which are eligible for reimbursement by the Council in accordance with paragraph 2.01.

**5.03 Changed Conditions.** The Grantee agrees to notify the Council immediately of any change in conditions, local law, or any other event that may affect the Grantee's ability to perform the Grant Project in accordance with the terms of this agreement.

## **VI. GRANT PROJECT ACTIVITY PERIOD; TERM; TERMINATION**

**6.01 Project Activity Period.** The Grantee agrees to complete the Grant Project activities specified in paragraph 1.01 during the period from January 1, 2016 through December 31, 2017 (the "Project Activity Period").

**6.02 Term.** The term of this agreement shall extend from the effective date of this agreement to a date sixty (60) calendar days following the end of the Project Activity Period, to permit closeout of this agreement.

**6.03 Termination.** Either the Council or the Grantee may terminate this grant agreement at any time, with or without cause, by providing the other party written notice of such termination at least thirty (30) days prior to the effective date of such termination. Upon such termination Grantee shall be entitled to compensation for Grant Project activities in accordance with this grant agreement which were satisfactorily performed and incurred prior to the effective date of the termination. Any remaining grant funds which have been distributed to Grantee will be returned to the Council no later than the effective date of such termination. Upon such effective date of termination, a) all data collected by Grantee prior to the effective date of termination shall be turned over to the Council by Grantee; and b) all Council personal property in possession of Grantee wherever located and all property acquired with Grant funds shall be turned over to the Council by Grantee.

**6.04 Termination by Council for Noncompliance.** If the Council finds that there has been a failure to comply with the provisions of this agreement, the Council may terminate the agreement at any time following seven (7) calendar days written notice to the Grantee and upon failure of the Grantee to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Grant Project. If the Council finds that the Grantee's noncompliance is willful and unreasonable, the Council may terminate or rescind this agreement and require the Grantee to repay the grant funds in full or in a portion determined by the Council. Nothing herein shall be construed so as to limit the Council's legal remedies to recover grant funds.

**6.05 Effect of Grant Project Closeout or Termination.** The Grantee agrees that Grant Project closeout or termination of this agreement does not invalidate continuing obligations imposed on the Grantee by this agreement. Grant Project closeout or termination of this agreement does not alter the Council's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any funds due to the Council as a result of later refunds, corrections, or other transactions.



## **VII. COUNCIL'S GRANT MANAGER AND PROJECT MANAGER**

Financial aspects of this grant agreement will be handled by the Council's Grant Manager. The Council's Grant Manager for this grant agreement is Joe Mulcahy, or such other person as may hereafter be designated in writing by the Council.

Technical aspects of the Grant Project, including supervision of the Grantee under the Monitoring Work Plan, will be handled by the Council's Project Manager. The Council's Project Manager for this grant agreement is Daniel Henely, or such other person as may hereafter be designated in writing by the Council.

However, nothing in this agreement will be deemed to authorize such Grant Manager or Project Manager to execute amendments to this Grant Agreement on behalf of the Council.

## **VIII. GRANT PROPERTY AND DATA.**

**8.01 Title.** Title to all personal property at the monitoring station site as described in Exhibit A and all property acquired with grant funds will remain with the Council. The Council authorizes the Grantee to utilize the personal property at the site in carrying out the Grant Project activities during the Project Activity Period.

**8.02 Maintenance.** The Grantee agrees to maintain any such personal property in good operating order. If, during the Project Activity Period, any personal property is no longer available for use in performing the Grant Project, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify the Council's Project Manager.

**8.03 Utility Services.** The Council shall make arrangements with local utilities to provide both telephone and electrical hookups as needed at the monitoring station specified in Exhibit A. All utility accounts serving the monitoring station shall be in the name of the Council. All telephone and electric utility costs for the monitoring station shall be paid by the Council.

**8.04 Grant Project Closeout or Termination.** No later than a) the effective date of termination as provided in Sections 6.03 and 6.04 of this Grant Agreement or b) no later than sixty (60) calendar days following the end of the Project Activity Period ("Project Closeout Date"), whichever is applicable:

- i) all data defined in Section 9.04 of this Agreement collected by Grantee prior to the Project Closeout Date or the effective date of termination shall be turned over to the Council by Grantee; and

- ii) all Council personal property in possession of Grantee wherever located and all property acquired with Grant funds shall be turned over to the Council by the Grantee.

Provided, however, that if the Grant Agreement has not been terminated by either party and Grantee continues to participate in the Watershed Outlet Monitoring Program (WOMP 2) through a subsequent Grant Agreement with the Council, Grantee shall not be required to comply with Section 8.04 subparagraph (ii) until such time as Grantee's participation in the WOMP 2 program ceases.

## **IX. GENERAL CONDITIONS**

**9.01 Amendments.** The terms of this agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by duly authorized officers of the parties to this agreement.



**9.02 Assignment Prohibited.** Except as provided in paragraph 1.02, the Grantee shall not assign, contract out, sublet, subgrant, or transfer any Grant Project activities without receiving the express written consent of the Council. The Council may condition such consent on compliance by the Grantee with terms and conditions specified by the Council.

**9.03 Indemnification.** The Grantee assumes liability for and agrees to defend, indemnify and hold harmless the Council, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands, including without limitation attorney's fees, arising out of, resulting from, or relating to the performance of the Grant Project by Grantee or Grantee's employees, agents, or subcontractors.

**9.04 Grant Project Data.** The Grantee agrees that the results of the Grant Project, the reports submitted, and any new information or technology that is developed with the assistance of this grant may not be copyrighted or patented by Grantee. The Grantee shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this agreement.

**9.05 Nondiscrimination.** The Grantee agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Grantee agrees not to discriminate against any employee, applicant for employment, or participant in this Grant Project because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure 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.

**9.06 Promotional Material: Acknowledgment.** The Grantee agrees to submit to the Council a copy of any promotional information regarding the Grant Project disseminated by the Grantee. The Grantee shall appropriately acknowledge the grant assistance made by the State and the Council in any promotional materials, reports, and publications relating to the Grant Project.

**9.07 Compliance with Law; Obtaining Permits, Licenses and Authorizations.** The Grantee agrees to conduct the Grant Project in compliance with all applicable provisions of federal, state, and local laws, ordinances or regulations. The Grantee is responsible for obtaining all federal, state, and local permits, licenses, and authorizations necessary for performing the Grant Project.

**9.08 Workers Compensation; Tax Withholding.** The Grantee represents that it is compliance with the workers compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and any of its contractors or material suppliers, if any, under this contract, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

**9.09 Jurisdiction, Venue, and Applicable Law.** Venue for all legal proceedings arising out of this agreement, or breach of this agreement, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All matters relating to the performance of this agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota.

**9.10 Relation to State Grant Agreement.** The Grantee recognizes that the Council has undertaken certain obligations as part of the State Grant Agreement. A copy of the State Grant Agreement is attached to and incorporated in this agreement as Exhibit C. The Grantee agrees that obligations imposed by the State Grant Agreement on subgrantees or subcontractors are hereby made binding on the Grantee, and that the terms of the said agreement are incorporated into this agreement to the extent necessary for the Council to meet its obligations under the State Grant Agreement. Terms of the State Grant Agreement which are hereby specifically incorporated include, without limitation, the following:

Section 5	Conditions of Payment
Section 10	Government Data Practices and Intellectual Property
Section 11	Worker's Compensation
Section 12	Publicity and Endorsement
Section 13	Governing Law, Jurisdiction and Venue
Section 16	Subcontracting
Section 17	Full Time Equivalency Reporting
Section 18	Legacy Logo

This paragraph shall not be deemed to create any contractual relationship between the State of Minnesota and the Grantee. The Grantee is not a third-party beneficiary of the State Grant Agreement.

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

**GRANTEE** \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**METROPOLITAN COUNCIL**

Date \_\_\_\_\_

By \_\_\_\_\_

Sam Paske  
Assistant General Manager, Environmental Quality  
Assurance Department



## EXHIBIT A

### WOMP MONITORING WORK PLAN

The Grantee, **Bassett Creek Watershed Management Commission**, shall operate and maintain a water quality monitoring and sampling station at **Bassett Creek, 100 Irving Ave N., Minneapolis, MN**. As part of this agreement, the Grantee or its designated agent, will conduct monitoring work, as described below, from Jan 1, 2016 through December 31, 2016. The Grantor, Metropolitan Council Environmental Services ("MCES") shall provide training, supplies, and on-going technical support to the Grantee and/or its designated agent through the WOMP Project Manager, Daniel Henely.

Contact information for the Project Manager is as follows:

651-602-8085 (o) 612-419-9503 (cell) 651-602-8220 (fax)

daniel.henely@metc.state.mn.us.

### MONITORING WORK

#### Water Quality Sample Collection

##### Composite Samples:

Each year during ice-free conditions (generally March-November), the Grantee will submit approximately 10-15 water quality composite samples collected during storm runoff events as climatic conditions dictate. During wet years, additional composite samples may need to be collected and submitted to accurately characterize pollutant loading. For flow events of long duration, a series of 2 to 4-day composites may be needed to capture the entire hydrograph. If sufficient water volume in sample, a Secchi tube measurement should be done with sample water.

In spring, snowmelt runoff samples will be collected by composite sampling even if some ice is present in the stream. During ice-free conditions, flow weighted composite samples are required for storm-generated runoff events. Grab samples taken during a runoff event are not adequate substitutes for storm-generated event composite samples, unless the automatic monitoring equipment has failed to operate as intended.

Due to hold time thresholds for turbidity and BOD, composite samples should be delivered to lab within 12-24 hours of collection.

##### Composite Sampling Triggers:

The Activation Stage and Activation Volume values that trigger and pace the automatic samplers for composite sampling shall be set as storm events approach, and set in accordance with the magnitude of the anticipated event. The Cooperator shall be issued software which will allow the Cooperator to access the data logger by phone modem or direct connection in order to set these triggers. Consultation with the Project Manager when setting the sampling triggers is strongly encouraged. If the Cooperator is unable to set the triggers when a storm approaches, for whatever reason, the Project Manager may do so.

**Grab Samples:** The Grantee will sample the water quality of non-storm event stream flow by submitting a monthly grab sample obtained during non-storm event periods. The instantaneous stream stage, water temperature, conductivity, and transparency shall be measured at the time the grab sample is collected and recorded on the Laboratory Submission Sheet. This requirement may be waived if ice conditions preclude taking a sample. Other readings such as pH, DO, or turbidity would depend on installed continuous equipment at the location and should be measured using approved MCES instruments and submitted with calibration information with field data sheet.

**E. coli Samples:** A separate E.coli grab sample should be collected and submitted along with each grab and composite sample collected. This E.coli sample must be labeled and accompanied with its own separate Laboratory Submission Sheet when a composite sample has also been collected. E. coli samples must be delivered and tested by the MCES laboratory within 6 hours of collection (**recommended delivery within 4-5 hours**). Use of a commercial courier to physically deliver the sample to the Lab, with the accompanying paperwork, is permitted.

**Laboratory Forms and Delivery:** The Grantee shall fully fill out the Laboratory Submission Sheet for Grab or Composite samples, and apply a label to the bottles of all samples brought to the MCES Laboratory. The Laboratory is located at the Metropolitan Wastewater Treatment Plant, 2400 Childs Road, St. Paul, Minnesota. The Laboratory Submission Sheets and labels, provided by the Council's WOMP Project Manager, shall indicate all analysis typically done to meet the program goals, and shall also indicate the holding time for these analyses. A copy of the Laboratory Submission Sheet is left with the lab personnel, and a second copy must be provided to the Project Manager. Before delivery of samples (preferably in the morning with an estimate of delivery time), the lab should be notified of impending delivery at **651-692-8293**. Ideally deliveries should be prior to **2 p.m.**, but samples could be accepted after that time with coordination with laboratory staff ahead of time. Near holidays extra coordination and notification should be used to ensure laboratory staff can handle the sample delivery and testing.

### **Measurements of Physical Conditions**

If practical, it is desirable to obtain instrument (meter) measurements of dissolved oxygen, temperature, pH, and conductivity during each site visit. Calibration information on all field instruments used at this site shall be filled out on the Laboratory Submission Sheet. Secchi tube measurements should also be obtained during each site visit.

### **Rating Curve Measurements**

The Project Manager shall coordinate with the Grantee to ensure the stage/discharge relationship and rating curve are being maintained and calibrated routinely and accurately. Flow measurement data collected by Grantee should be submitted to Project Manager as soon as possible after measurement is taken. This submission should include the electronic measurement file from equipment (Example: .WAD files from Sontek Flowtracker) and a completed flow measurement form provided by the Project Manager.

## **QUALITY ASSURANCE PROVISIONS**

### **Technical Assistance**

The Council's Project Manager will write and maintain the data logger program. Council guidelines for data format, data downloading, station identification, programming, and sampling protocol will be observed by the Grantee. The Grantee must avoid downloading new programs into the data logger without the involvement of the Council's Project Manager. This coordination will ensure that both the Council's Project Manager and the Grantee are communicating with each other on decisions affecting the monitoring work.

### **Site Maintenance, Equipment Calibration, and Desiccant**



The Grantee shall maintain the integrity of the site as needed such that access and operation of the monitoring and sampling equipment is not impeded by debris. Instruments inside the shelter should have desiccant changed as needed to perform properly.

At least once a year, during low flow conditions, the probes should be cleaned of any residue/debris and any maintenance to probe mounting made for optimum deployment. Some probes like DTS-12 turbidity sensor or Argonaut velocity sensor if located at site, may need additional routine maintenance. More significant maintenance issues such as instruments getting ripped out from large rain events or beaver activity should be coordinated with the Project Manager.

The Grantee must check the instantaneous stage reading with a fixed stage reference.. Stage adjustments in the data logger should be made to match the reference gage, and all adjustments indicated on the Lab Sheet. The Grantee should also write field notes on the Lab Sheet regarding any other activity at the station, including station maintenance and monitoring equipment maintenance and/or adjustments, as these activities may affect the integrity of the monitoring data

The Grantee must regularly check the status of the desiccant in the data logger box and in the bubbler, if applicable, and replace when needed. The bubbler air line should be purged on each visit to clear debris at the end of the line, and after purging, reset the bubbler stage coefficient to match the reference stage. The rain gage, if applicable, should be lowered and checked with each visit, to assure that there is no debris in the gage.

The pump tubing of the automatic sampler will need periodic changing (recommended each spring), and the pump routine recalibrated with each change. The Project Manager will train the Grantee on this procedure. Each spring, before snowmelt, the sampler should be reprogrammed and the pumping volume recalibrated. A "test" composite should be generated in advance of the main annual snowmelt event to assure that the sampler is working properly as anticipated.

#### **Seasonal Maintenance of the Station:**

If applicable, the fan vent shall be secured shut by covering with duct tape to prevent rodents from entering the station. A small, portable heater shall be set on low during winter months to stabilize temperatures inside the shelter.

If a DTS-12 turbidity sensor is located at the station, it should be removed by the Grantee and submitted to the Project Manager for annual calibration no later than December 1<sup>st</sup>.

#### **Laboratory Forms**

The Council's Project Manager will supply WORD files for the Grantee to print pre-formatted Laboratory Submission Sheets for grab and composite samples and labels for sample bottles. The Grantee will use these forms and labels for all submissions to the Council.

## EXHIBIT B

### WOMP MONITORING BUDGET AND FINANCIAL RESPONSIBILITIES

#### Grantee Financial Responsibilities

The Grantee, **Bassett Creek Watershed Management Commission** shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Bassett Creek, 100 Irving Ave N.** during the Project Activity Period (January 1, 2016 through December 31, 2017).

On an annual basis the Grantee shall:

- Assume all Grantee labor costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (Exhibit A);
- Assume all Grantee vehicle and mileage costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan;
- Assume all miscellaneous materials, supplies, and sample delivery costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan.

The Council will assist in the payment of such costs as provided for in this grant agreement.

#### Metropolitan Council Financial Responsibilities

Subject to the availability of funds, the Metropolitan Council shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Bassett Creek, 100 Irving Ave N.** during the Project Activity Period (January 1, 2016 through December 31, 2017).

On an annual basis the Council shall:

- Assume all MCES Laboratory costs associated with analysis of the water samples submitted by the Grantee, in conformance with the WOMP Monitoring Work Plan (estimated cost: \$2,500);
- Assume all telephone service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$800);
- Assume all electrical service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$350);
- Assume all costs for the repair and/or replacement of all monitoring equipment necessary for operating the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$500);
- Assume all materials and supplies costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$1,425), beyond the cost contributed by the Grantee (\$250);
- Assume all MCES trades labor costs associated with maintaining the stream monitoring station in proper working order (estimated cost: \$700);
- Assume all labor costs for the Council's Project Manager (WOMP Coordinator), who will provide technical support, guidance, and assistance for operating and maintaining the stream monitoring station and managing and assessing the data and information generated by the monitoring work.



**EXHIBIT C**

**STATE GRANT AGREEMENT**



## Memorandum

**To:** Bassett Creek Watershed Management Commission  
**From:** Barr Engineering Co.  
**Subject:** Item 4I – 2016 Northwood Lake Improvements– New Hope  
BCWMC February 18, 2016 Meeting Agenda  
**Date:** February 10, 2016  
**Project:** 23270051 2016 2068

### 4I 2016 Northwood Lake Improvements – New Hope

#### Summary:

**Proposed Work:** Reconstruction of a portion of Jordan Avenue North, playground and infrastructure improvements in Northwood Park

**Basis for Commission Review:** Work within the floodplain

**Impervious Surface Area:** Decrease approximately 870 square feet (0.02 acres)

**Recommendation:** Conditional approval

#### General Background & Comments

The proposed project includes reconstruction of Jordan Avenue from approximately 40 ½ Avenue North to Northwood Parkway, construction of a new playground and bituminous trail, storm sewer improvements, and approximately 800 cubic yards of sediment removal from Northwood Lake. This project will be completed in conjunction with the Northwood Lake CIP project (NL-1), which will involve construction of an underground stormwater reuse system near the intersection of Boone Avenue North and Ensign Avenue North to be used for irrigation of the ballfields in Northwood Park and construction of a pond west of Jordan Avenue North. The project is in the Northwood Lake subwatershed and 0.75 acres will be graded as part of the project. The proposed project results in a decrease of approximately 870 square feet (0.02 acres) of impervious surface and a total proposed impervious area of 0.46 acres.

#### Floodplain

The project involves construction of a playground, bituminous trail, and rain gardens, which will include work within the floodplain of Northwood Lake. The floodplain elevation of Northwood Lake is 889.5 feet. Construction plans indicate that the project will result in 323 cubic yards of cut and 54 cubic yards of fill at the playground site and 0 cubic yards of cut and 15 cubic yards of fill at the rain garden 3 site. This results in a net cut of 254 cubic yards within the floodplain of Northwood Lake.

#### Wetlands

The project appears to involve work in and adjacent to wetlands. The City of New Hope is the LGU for administering the Minnesota Wetland Conservation Act of 1991.



**To:** Bassett Creek Watershed Management Commission  
**From:** Barr Engineering Co.  
**Subject:** Item 4I – 2016 Northwood Lake Improvements – New Hope  
**Date:** February 10, 2016  
**Page:** 2  
**Project:** 23270051 2016 2068

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## **Stormwater Management**

Under existing conditions, the portion of Jordan Avenue to be reconstructed drains to Northwood Lake. Under proposed conditions, the southern reconstructed portion of Jordan Avenue will drain to a proposed drainage pond, and the northern reconstructed portion of Jordan Avenue will drain to Northwood Lake. Under existing conditions, the Northwood Park area drains to Northwood Lake. Under proposed conditions, the drainage patterns will ultimately remain similar; however, stormwater treatment will be provided within the project area by diverting water to an underground infiltration system and rain gardens before discharging to Northwood Lake.

## **Water Quality Management**

The project is a redevelopment that creates less than one acre of new and/or fully reconstructed impervious surfaces. Based on the September 2015 BCWMC Requirements for Improvements and Development Proposals (Requirements) document, water quality treatment is not required. However, the project is being constructed in conjunction with the Northwood Lake CIP project, which will provide water quality treatment through an underground stormwater reuse system, three rain gardens, and the Jordan Avenue Pond. No water quality treatment is currently provided on the site.

## **Erosion and Sediment Control**

Since the area to be graded is greater than 10,000 square feet, the proposed project must meet the BCWMC erosion control requirements. Proposed temporary erosion control features include flotation silt curtain, rock log, ditch checks, inlet protection, silt fence, and rock construction entrances.

## **Recommendation**

Conditional approval based on the following comments:

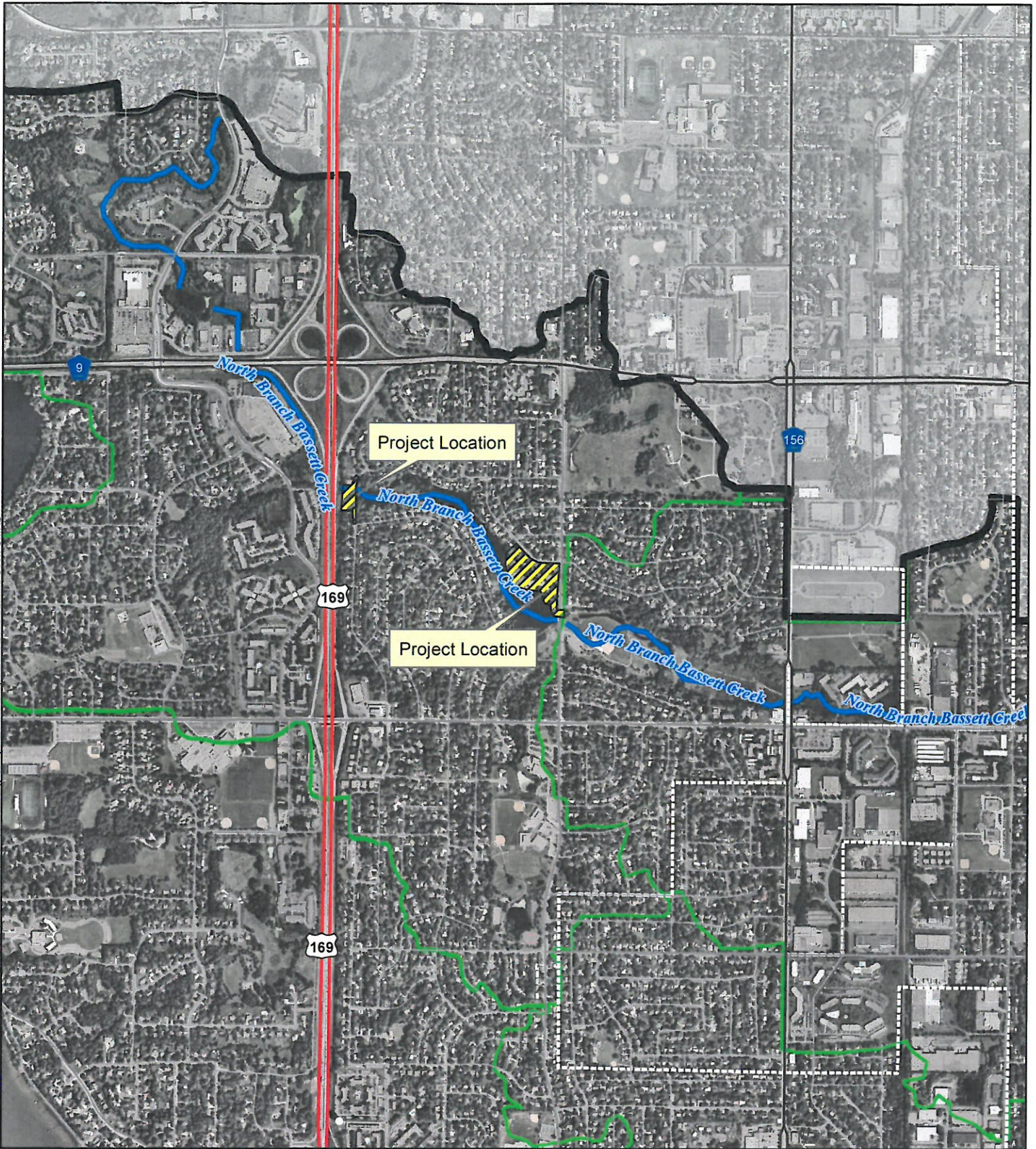
1. Perimeter control should be installed along the entire length of the project downgradient of all areas on Jordan Avenue N where curb and gutter will be removed.
2. Flotation silt curtain should be placed downgradient of the proposed sediment removal from Northwood Lake.
3. Inlet protection should be shown on CB-27.
4. The silt fence south of the proposed underground stormwater reuse system should be adjusted to the south to be downgradient of all proposed grading.
5. Perimeter control should be added downgradient of the trail construction east of the shelter building.
6. Applicant should ensure vegetation behind the curb cuts in Jordan Avenue N will be adequate permanent erosion control.
7. The outlet velocity at FES-14 exceeds 10 feet per second when the pipe is flowing full. Addition of a drop structure or modifying the upstream manhole to allow a shallower pipe slope is recommended to reduce outlet velocities to less than 8 feet per second.

**To:** Bassett Creek Watershed Management Commission  
**From:** Barr Engineering Co.  
**Subject:** Item 4I – 2016 Northwood Lake Improvements – New Hope  
**Date:** February 10, 2016  
**Page:** 3  
**Project:** 23270051 2016 2068







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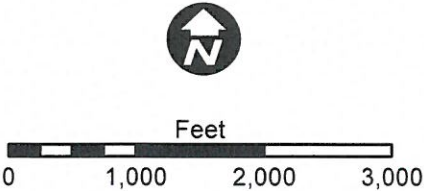
8. The cut off berm on the rock construction entrance shall have a minimum height of 2 feet above the adjacent roadway.
9. It is recommended that sediment sampling and material management be conducted in accordance with the latest version of the MPCA document Managing Stormwater Sediment Best Management Practice Guidance.
10. Revised drawings (paper copy and final electronic files) must be provided to the BCWMC Engineer for final review and approval.





Imagery Source: Aerial Express (2009)

-  Project Location
-  Bassett Creek
-  WMC Boundary
-  Major Subwatershed
-  Municipality
-  Stream



**LOCATION MAP**  
**APPLICATION 2016-02**  
**Northwood Lake Improvements**  
**New Hope, MN**



## AGREEMENT FOR SERVICES

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, (the "COUNTY") A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County (Environment and Energy, 701 Fourth Avenue South, Suite 700, Minneapolis, MN 55415) ("DEPARTMENT") and Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (COMMISSION) C/O 16144 Hillcrest Lane, Eden Prairie, MN 55346

The parties agree as follows:

1. TERM OF THE AGREEMENT

The County agrees to furnish River Watch program services to the Commission commencing May 1, 2016 and terminating December 31, 2016, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

2. SERVICES TO BE PROVIDED

The County agrees to provide River Watch program services to the Commission as more fully described in Exhibit A, attached hereto and incorporated herein by reference.

3. PAYMENT FOR SERVICES

The Department will bill the Commission for services rendered. Payment shall be made within thirty-five (35) days from receipt of the invoice.

The total cost of this Agreement shall not exceed Two Thousand Dollars (\$2,000).

4. INDEPENDENT CONTRACTOR

The County shall select the means, method, and manner of performing the services. Nothing is intended or should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting either party as the agent, representative, or employee of the other party for any purpose. The County is and shall remain an independent contractor for all services performed under this Agreement.

5. LIABILITY

Each party shall be responsible for its own acts and deeds and the results thereof. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law.

6. INSURANCE



- ## Limits

- |   |             |
|---|-------------|
| General Aggregate   | \$2,000,000 |
| Products—Completed Operations Aggregate                       | 2,000,000   |
| Personal and Advertising Injury                               | 1,500,000   |
| Each Occurrence—Combined Bodily<br>Injury and Property Damage | 1,500,000   |

- |                        |         |
|------------------------|---------|
| Accident—Each Accident | 500,000 |
| Disease—Policy Limit   | 500,000 |
| Disease—Each Employee  | 500,000 |

- ## 7. DATA PRACTICES

2

rules, regulations and orders relating to data privacy or confidentiality. The terms of this section shall survive the cancellation or termination of this Agreement.

8. SUCCESSORS AND ASSIGNMENTS

- A. Each party binds itself, its partners, successors, assigns and legal representatives to the other party for all covenants, agreements and obligations contained in the contract documents.
- B. Neither party shall assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of the other party.

9. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

10. DEFAULT AND CANCELLATION

- A. If each party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless the defaulting party's default is excused by the other party, the non-defaulting party may upon written notice immediately cancel this Agreement in its entirety.
- B. A party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- C. This Agreement may be canceled with or without cause by either party upon thirty (30) day written notice.

11. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: INDEPENDENT CONTRACTOR; LIABILITY; INSURANCE; DATA PRACTICES; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.



12. CONTRACT ADMINISTRATION

In order to coordinate the services being provided to the Commission with the activities of the Department, Mary L Karius, or successor, shall manage this Agreement on behalf of the County and serve as liaison between the County and the Commission.

13. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

Both parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.

14. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the County shall be sent to the County Administrator with a copy to the originating Department at the address given in the opening paragraph of the Agreement. Notice to the Commission shall be sent to the address stated in the opening paragraph of the Agreement.

15. MEDIA OUTREACH

Commission shall not use the term “Hennepin County”, or any derivative thereof in Commission’s advertising, external facing communication and/or marketing, including but not limited to advertisements of any type or form, promotional ads/literature, client lists and/or any other form of outreach, without the written approval of the Hennepin County Public Affairs/Communications Department, or their designees.

16. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

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## COUNTY ADMINISTRATOR AUTHORIZATION

Reviewed by the County Attorney's  
Office

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

\_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
David Hough, County Administrator

By: \_\_\_\_\_  
Assistant County Administrator - Public Works

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

### Recommended for Approval

By: \_\_\_\_\_  
Director, Department of Environment and Energy

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

### Basset Creek Watershed Management Commission

The Commission certifies that the person who executed this Agreement is authorized to do so on behalf of the Commission as required by applicable articles, bylaws, resolutions or ordinances.\*

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

\* Commission shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time Commission returns the Agreement to the County. Documentation is not required for a sole proprietorship.



## EXHIBIT A

### SCHEDULE OF SERVICES

River Watch is a volunteer monitoring program coordinated by Hennepin County Environment and Energy and highlights a partnership between cooperating cities and watershed Commissions. In the program, teachers and youth volunteers use biological monitoring criteria established by the MPCA to monitor local streams. Teachers use this as a unique hands-on research experience in the classroom setting. The details of the program responsibilities are as follows:

- Take proper precautions to ensure the safety of those involved in activities relating to River Watch.
- Recruit and manage teachers and students to monitor sites within the Minnehaha Creek Watershed.
- Coordinate and facilitate training sessions in field collection techniques and macroinvertebrate identifications including all in-person, hands-on training.
- Provide funds to cover internal teacher costs including busing and substitute teacher pay
- Provide all Quality Assurance/Quality Control checks.
- Manage program finances.
- Manage program contracts.
- Maintain communication with all parties.
- Keep accessible all data sheets, site selection forms, financial records, and reports.
- Provide copies of checked data sheets as requested.
- Coordinate outreach educational opportunities.
- Coordinate volunteer appreciation efforts.
- Develop and distribute Year End Results to all interested parties upon request and via Hennepin County website.

<b>BCWMC 2016 Administrative Calendar</b> (Includes only pre-set agenda items; not a complete list of meeting items)	
<b>FEBRUARY 18</b> 8:30 a.m. Plymouth City Hall	Election of officers – Chair, Vice Chair, Secretary, Treasurer
	Committee appointments – Budget, Administrative Services, Education, Aquatic Plant Management/Aquatic Invasive Species
	Commissioners complete conflict of interest forms for auditor
	Designate official depositories
	Designate official news publication of the Commission
	Review year-end financial report
	Receive review of open meeting law
	Review draft feasibility study for Plymouth Creek Restoration Project (2017CR-P)
<b>MARCH 17</b> 8:30 a.m. Plymouth City Hall	Approve 5-year CIP (2018 – 2022)
	Approve Education & Outreach Plan
	Receive 2015 water monitoring results
	Approve BWSR Biennial Budget Request
	Approve final feasibility study for Plymouth Creek Restoration Project (2017CR-P)
	Find volunteers for Plymouth Yard and Garden Expo
<b>APRIL 21</b> 8:30 a.m. Plymouth City Hall	Review draft 2015 annual report
	Approval not to waive monetary limits on municipal tort liability
	Review draft feasibility study for Main Stem Erosion Repair Project (2017CR-M)
<b>MAY 19</b> 8:30 a.m. Golden Valley City Hall	Approve 2015 annual report & financial report
	Accept 2015 financial audit



	Approve final feasibility study for Main Stem Erosion Repair Project (2017CR-M)
	Approve maximum 2017 levy request for Hennepin County
	Authorize preparation of feasibility study for 2018 CIP project
JUNE 16 8:30 a.m. Golden Valley City Hall	Approve proposed 2017 operating budget and submit to cities by July 1 <sup>st</sup>
JULY 21 8:30 a.m. Golden Valley City Hall	Consider applying for Clean Water Fund grants
	Set September Public Hearing for 2017 CIP projects
AUGUST 18 8:30 a.m. Golden Valley City Hall	Approve 2017 final operating budget
	Approve CWF grant application, as needed
	Find volunteers for Golden Valley Days
SEPTEMBER 15 8:30 a.m. Golden Valley City Hall	Public Hearing on 2017 CIP projects
	Resolution ordering 2017 CIP projects
	Agreement with cities to design/construct 2017 CIP projects
	Certify 2017 levy costs to Hennepin County
	Consider requests to attend Water Resources Conference, as needed
OCTOBER 20 8:30 a.m. Golden Valley City Hall	Consider request for MN Association of Watershed District attendance, as needed
NOVEMBER 16 (WEDNESDAY) 8:30 a.m. Golden Valley City Hall	
DECEMBER 15 8:30 a.m. Golden Valley City Hall	Review draft feasibility study of 2018 CIP project

JANUARY 19, 2017 8:30 a.m. Golden Valley City Hall	Resolution to Transfer Funds from CIP Account to Administrative Account
	Resolution to Transfer Funds from Administrative Account to Channel Maintenance Fund and Long Term Maintenance Fund
	Proposal from MMKR to Perform Financial Audit
	Final Financial Report for Clean Water Fund Grant
Contracts and Agreements	Met Council – Watershed Outlet Monitoring Program (WOMP) Met Council – Citizen Assisted Monitoring Program (CAMP) Met Council – Cost share for tasks related to SWLRT Wenck Associates – WOMP monitoring HDR – Website maintenance and hosting Hennepin County – River Watch Program Recording Secretary Amy Herbert Administrative Services Keystone Waters - Administrator

## BCWMC 2016 AREAS OF WORK

<b>Budget Committee</b>	KEY ROLE: Develop 2017 Operating Budget & City Assessments
Meetings: March 2016 April 2016	<ul style="list-style-type: none"> <li>Review ideas and staff recommendations for 2017 programs/budget items</li> <li>Develop and recommend 2017 operating budget and city assessments</li> <li>Assist with development of “Budget Detail Document”</li> <li>Timeline: <ul style="list-style-type: none"> <li>May Commission meeting: submit draft recommendations</li> <li>June Commission meeting: approval of proposed 2017 budget/assessments</li> <li>July 1 – August 1: Cites review proposed budget/assessments and provide comments</li> <li>August Commission meeting: final approval of 2017 budget/assessments</li> </ul> </li> </ul>
<b>Education Committee</b>	KEY ROLE: Develop 2016 Education and Outreach Plan & assist with implementation
Meetings: Late February 2016 As needed	<ul style="list-style-type: none"> <li>Discuss options for education programs, trainings, partners &amp; develop 2016 education and outreach plan</li> <li>Present draft education and outreach plan at March Commission meeting</li> <li>Assist with implementation of plan, as needed <ul style="list-style-type: none"> <li>Outreach at education events</li> <li>Hosting Watershed Tour</li> </ul> </li> <li>Recommend further improvements to BCWMC website</li> </ul>



<b>Administrative Services Committee</b>	<p>KEY ROLE: Guide development of policy and overall processes of Commission; evaluate staff</p> <ul style="list-style-type: none"> <li>• Consider needed revisions to 2011 (draft) policy documents</li> <li>• Consider Flood Control Project recommended policies from TAC</li> <li>• Review Commission policies regarding evaluation of projects</li> <li>• Assist with securing records/data management system</li> </ul> <p>Meetings: March 2016 May 2016 As needed</p>
<b>Aquatic Plant Management/Aquatic Invasive Species</b>	<p>KEY ROLE: Determine the Commission's role in managing aquatic plants and preventing the introduction and spread of aquatic invasive species</p> <ul style="list-style-type: none"> <li>• Understand the issues and the science <ul style="list-style-type: none"> <li>○ What are nuisance aquatic plants and where are they in the watershed?</li> <li>○ What are the aquatic invasive species (AIS) of concern and where are they in the watershed?</li> <li>○ As water clarity improves and plants are more abundant, how can Commission facilitate understanding expectations of lake users?</li> </ul> </li> <li>• Review practices/roles of member cities, park districts, Hennepin County, lake organizations</li> <li>• Review practices/roles of other watershed organizations</li> <li>• Develop recommendations for Commission role</li> </ul> <p>Meetings: Monthly April – September</p> <p>Members will include Interested Commissioners, staff, some TAC members, agency staff, park district staff, Hennepin County</p>
<b>Technical Advisory Committee</b>	<p>KEY ROLE: Provides guidance and recommendations and assists with developing policies related to technical aspects of Commission projects and activities.</p> <ul style="list-style-type: none"> <li>• Develop recommended policies related to the routine maintenance, and long term rehabilitation and replacement of Flood Control Project components along with possible funding mechanisms.</li> <li>• Recommend 2018 – 2022 Capital Improvement Program projects.</li> <li>• Review results of XP-SWMM Phase II project; make recommendations on presentation to Commission and future use and model maintenance</li> <li>• Review results of P8 modeling and possible ways to utilize data</li> <li>• Assist with Aquatic Plant Management/Aquatic Invasive Species Committee</li> <li>• Make recommendations on possible shoreland habitat monitoring program</li> </ul> <p>Meetings: January 7, 2016 February 5, 2016 March 3, 2016 As needed</p>



## Bassett Creek Watershed Management Commission

### General Provisions of Open Meeting Law

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



- V. How does the open meeting law apply to the use of telecommunications?
- a. Officials cannot “attend” meeting by phoning in
  - b. Can use interactive video (such as Skype) only if:
    - i. All officials can see and hear each other
    - ii. Members of the public at the meeting can see and hear all officials
    - iii. Offsite officials are located in a place accessible to the public<sup>1</sup>
    - iv. At least one official is at the regular meeting location
    - v. Proper notice was given regarding the location of offsite officials
  - c. Use of telecommunication tends to disrupt the meeting
- VI. How is the open meeting law most often broken?
- a. Not often
  - b. Email use among officials can be problematic
    - i. Serial emails from one official to another and another, essentially discussing an issue
    - ii. Using “reply all” on an email to all officials of a governing body (avoid this problem by using “blind copy” on emails to group of officials)
  - c. Failure to properly notice a meeting
  - d. Officials wanting to call into a meeting

For further reading:

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

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

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<sup>1</sup> The Minnesota Supreme Court has read the requirement that a meeting be held in a place accessible to the public to mean ‘within the jurisdiction of the public body.’ *Quast v Knutson*, 150 N.W.2d 199, 200 (1967).



## Memorandum

**To:** Bassett Creek Watershed Management Commission  
**From:** Barr Engineering Co.  
**Subject:** Item 6B – Northwood South Area Infrastructure Improvements Project – New Hope  
BCWMC February 18, 2016 Meeting Agenda  
**Date:** February 10, 2016  
**Project:** 23270051 2016 2069

### 6B Northwood South Area Infrastructure Improvements – New Hope

#### Summary:

**Proposed Work:** Road reconstruction in the Northwood South neighborhood

**Basis for Commission Review:** Road construction project disturbing over 5 acres

**Impervious Surface Area:** Decrease approximately 2,600 square feet (0.06 acres)

**Recommendation:** Conditional approval

#### General Background & Comments

The proposed project includes street reconstruction, water main and sanitary sewer replacement, and storm sewer improvements in the Northwood South neighborhood bounded by Northwood Parkway to the north, Highway 169 to the west, 36<sup>th</sup> Avenue North to the south, and Boone Avenue North to the east. This project will be completed in a similar time frame to the Northwood Lake CIP project (NL-1), which will involve construction of an underground stormwater reuse system near the intersection of Boone Avenue North and Ensign Avenue North to be used for irrigation of the ballfields in Northwood Park and construction of a pond west of Jordan Avenue North. Northwood Lake is downgradient from the Northwood South neighborhood. The project is in the Northwood Lake subwatershed and 11.81 acres will be graded as part of the project. The proposed project results in a decrease of approximately 2,600 square feet (0.06 acres) of impervious surface and a total proposed impervious area of 6.54 acres.

#### Floodplain

The project does not involve work in the Bassett Creek floodplain.

#### Wetlands

The project appears to involve work adjacent to wetlands. The City of New Hope is the LGU for administering the Minnesota Wetland Conservation Act of 1991.

#### Stormwater Management

Under existing conditions, the project drains to Northwood Lake. Under proposed conditions, the drainage patterns will ultimately remain similar; however, stormwater treatment will be provided within the project area by diverting water to underground filtration trenches.



**To:** Bassett Creek Watershed Management Commission  
**From:** Barr Engineering Co.  
**Subject:** Item 6B – Northwood South Area Infrastructure Improvements Project – New Hope  
**Date:** February 10, 2016  
**Page:** 2  
**Project:** 23270051 2016 2069

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## Water Quality Management

There is currently little to no water quality treatment in the Northwood South neighborhood. Because the project is a linear redevelopment that creates one acre or greater of new and/or fully reconstructed impervious surfaces, the September 2015 BCWMC Requirements for Improvements and Development Proposals (Requirements) document requires that the project capture and retain the larger of 1) 0.55 inches of runoff from the new and fully reconstructed impervious surfaces, or 2) 1.1 inches of runoff from the net increase in impervious area. In this case, 0.55 inches of runoff from the new and fully reconstructed impervious surfaces is the larger volume, resulting in a required treatment volume of 0.30 acre-feet (13,057 cubic feet). If the performance goal is unable to be met due to site restrictions, the Requirements document requires that the MIDS flexible treatment options approach be used, following the MIDS design sequence flow chart.

The city proposes to construct underground filtration trenches with iron enhanced media to provide water quality treatment for the project. The underground filtration trenches will provide a storage volume of 641 cubic feet. This is equivalent to 0.03 inches of runoff from the new and fully reconstructed impervious surfaces (5% of the required volume).

Because the city is not able to meet the MIDS performance goal, the city's consultant provided a sequencing analysis following the MIDS design sequence flow chart and indicating what treatment options were explored and feasible on the site. Based on the flow chart, the first alternative to be considered for this project is Flexible Treatment Option #2 (FTO 2). The flow chart analysis indicates that FTO 2 is feasible on the site. FTO 2 requires volume reduction to the maximum extent practicable, removal of 60% of the annual total phosphorus (TP) load, and discussion of options considered toward relocating elements and addressing varying soil conditions and constraints across the site.

The applicant has limited right of way area in which to construct stormwater BMPs because the project is primarily road reconstruction. The project area has Type D soils with low infiltration rates, which do not allow significant infiltration. The project area also has steep grades, which limit the areas where BMPs can be implemented. Based on limited right of way, soils with low infiltration rates, and steep grades within the project area, the applicant has demonstrated volume reduction to the maximum extent practicable by maximizing the size of the underground filtration trenches.

To meet the removal of 60% of the annual TP load requirement (7.0 pounds), the applicant is using treatment provided by the underground filtration trenches with iron enhanced media and taking credit for the portion of the Jordan Avenue North Pond project that the city is funding; this is similar to the approach approved by the BCWMC for the Douglas Drive project. The Jordan Avenue North pond project is part of the BCWMC Northwood Lake CIP (partially funded by the BCWMC), and was intended to improve water quality in the watershed beyond required practices, not to provide required water quality treatment for proposed projects. Based on the Northwood Lake CIP project costs provided previously to the commission, the city's share/credit would be 21.1% of the project cost (\$300,000 from the city and a total project cost of \$1,420,000). The Jordan Avenue North pond is expected to remove 5.67 lbs. of TP annually. The city is contributing 21.1% of the Jordan Avenue North pond project costs. Therefore, using the same approach as the Douglas Drive project, the city is taking credit for 21.1% of the TP treatment

**To:** Bassett Creek Watershed Management Commission  
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provided by the Jordan Avenue North pond project. Using treatment provided by the underground filtration trenches with iron enhanced media and the city contribution to the Jordan Avenue North pond project, the applicant demonstrated that the project removes 65% of the annual TP load (7.56 pounds), and is therefore in compliance with the FTO 2 criteria. The TP removal provided by the Jordan Avenue North pond project and the underground filtration trenches with iron enhanced media is summarized below.

	TP Removed (lbs/yr)	City Contribution (%)	City Credited TP Removal (lbs/yr)
Jordan Avenue North Pond	5.67	21.1	1.20
Underground Filtration Trenches with Iron Enhanced Media	6.36	100	6.36
Totals	12.03		<b>7.56<sup>1</sup></b>

<sup>1</sup>TP load removal requirement = 7.00 pounds

## Erosion and Sediment Control

Since the area to be graded is greater than 10,000 square feet, the proposed project must meet the BCWMC erosion control requirements. Proposed temporary erosion control features include silt fence, bioroll, rock construction entrances, and inlet protection.

## Recommendation

Conditional approval based on the following comments:

1. Add the following erosion control notes to the plans:

A temporary vegetative cover must be provided consisting of a suitable, fast-growing, dense grass-seed mix spread at a minimum at the MnDOT-specified rate per acre. If temporary cover is to remain in place beyond the present growing season, two-thirds of the seed mix shall be composed of perennial grasses.

2. Inlet protection should be shown on all proposed catch basins.
3. Perimeter control should be added as necessary where curb and gutter or trees or shrubs will be removed and the surrounding area does not drain toward the roadway corridor, for instance on the east side of Jordan Avenue.
4. The cut off berm on the rock construction entrance shall have a minimum height of 2 feet above the adjacent roadway.
5. Revised erosion control plans must be provided matching the revised storm sewer layout shown in the plans received on February 9, 2016.
6. A watershed figure for the underground filtration trenches should be provided.
7. The impervious area listed in the plan set for the project is larger than the impervious area used in the MIDS calculator. Applicant must revise and clarify.

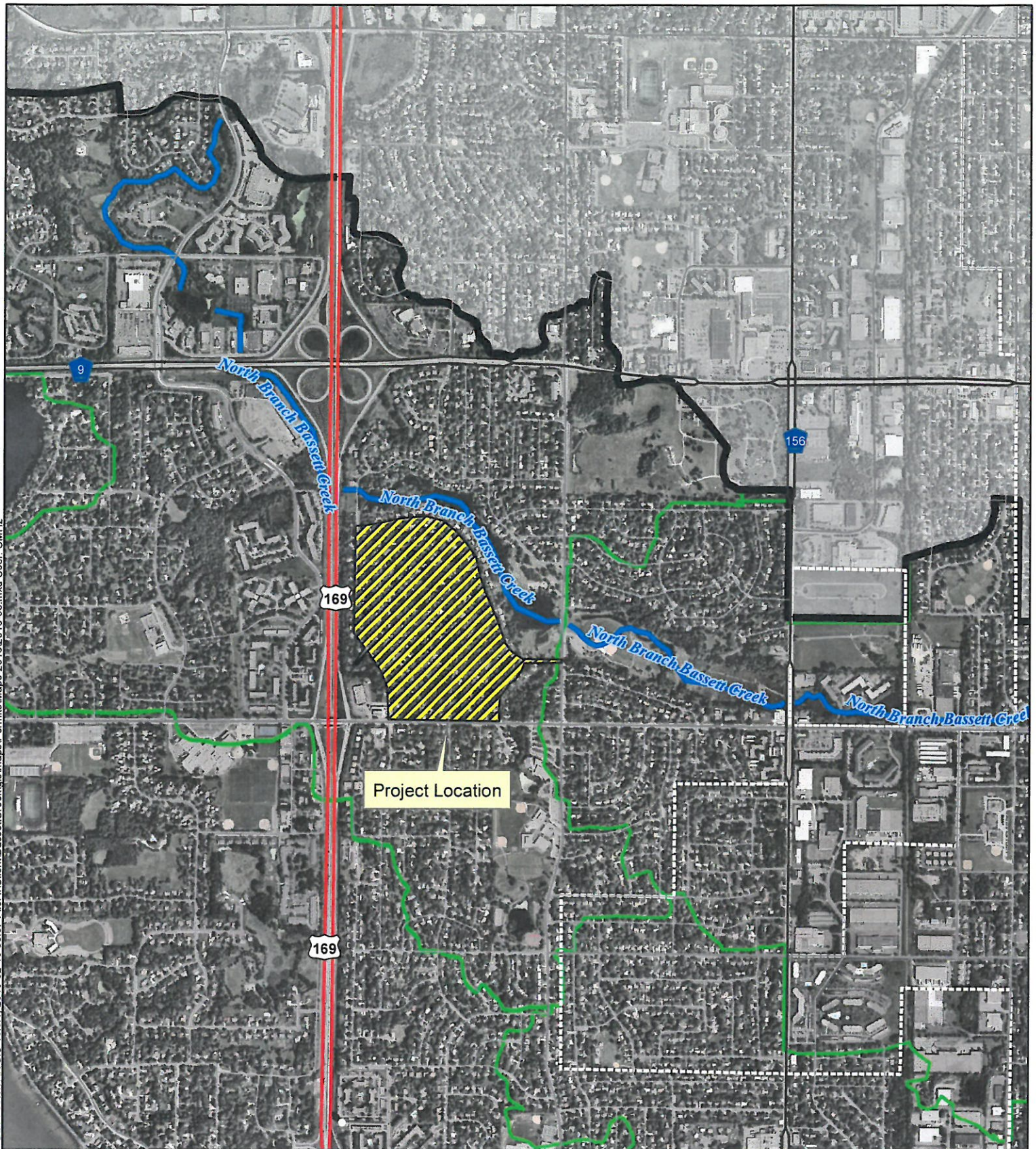


**To:** Bassett Creek Watershed Management Commission  
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**Project:** 23270051 2016 2069

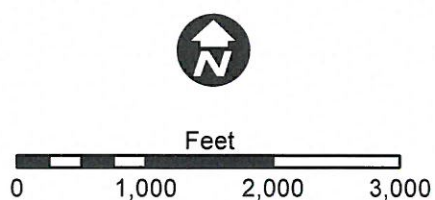
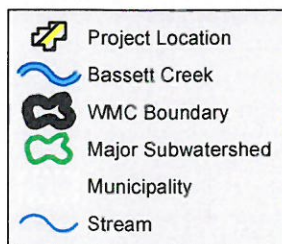
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8. Tree planting locations in accordance with the inputs used in the MIDS calculator must be shown on the plans.
9. The “media field capacity – wilting point” and “media porosity – field capacity” fields in the MIDS calculator must be representative of the filter media used, likely sand if iron is to be mixed into the filtration system.
10. The MIDS calculator should represent that a soil amendment is used to attenuate phosphorus.
11. The MIDS calculator indicates that Media Mix D is used. Based on the cross section, 6” of topsoil and an iron enhanced media will be used. It appears that the sand filter BMP may be a better BMP selection in the MIDS calculator based on the filtration trench details provided. Additional calculations could then be provided representing that it can be assumed that 60% of the dissolved phosphorus load will be removed based on documentation in the Minnesota Stormwater Manual.
12. More information on the iron enhanced filter media must be provided, including the material type and the amount of iron in the media mix.
13. Iron enhanced filter media should not be placed below the drintile.
14. A detail should be provided representing the cross section of the underground filtration system when the surface of the system will be a driveway instead of green space. Reductions in treatment volume must be accounted for in the MIDS calculator.
15. A minimum of 18 inches of filter media is recommended for iron enhanced filters. Applicant should provide documentation on how water will fill the underground filter to at least 18 inches and drain within 48 hours.
16. Drintile should be embedded in a gravel bed or otherwise protected from the iron enhanced media migrating into the drintile. Based on the Minnesota Stormwater Manual, use of filter fabric around the drintile is discouraged due to clogging and aeration suppression effects.
17. Three feet of separation is required between the bottom of the underground filtration system and the seasonally high groundwater table.
18. A maintenance plan for the underground filtration trenches must be developed.
19. Revised drawings (paper copy and final electronic files) must be provided to the BCWMC Engineer for final review and approval.





Imagery Source: Aerial Express (2009)



**LOCATION MAP**  
**APPLICATION 2016-03**  
**Northwood Lake South Area**  
**Infrastructure Improvements**  
**New Hope, MN**





Item 6ci.  
BCWMC 2-18-16

FY 2016 STATE OF MINNESOTA  
BOARD OF WATER and SOIL RESOURCES  
COMPETITIVE GRANTS PROGRAM  
GRANT AGREEMENT

Vendor:	0000265343	VN#:	
PO#:	3000006608	Date Paid:	

Amount	Account Code	Fund Code	Financial Department ID	Appropriation Code	FY	Appropriation Description
\$400,000	441502	2302	R9P32LWM	R9PC095	2016	Projects and Practices

*The Above Information is For BWSR Use Only*

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

*This grant is for the following Grant Programs :*

C16-2351	Northwood Lake Improvement Project	\$400,000
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**Total Grant Awarded: \$400,000**

**Recitals**

1. The Laws of Minnesota 2015, 1st Special Session, Chapter 2, Article 2, Section 7(b – Projects and Practices) (c – Accelerated Implementation) and (h – Community Partners), appropriated Clean Water Fund (CWF) funds to the Board for the FY 2016 Competitive Grants Program.
2. Minnesota Statutes 103B.101, subd. 9 (1), and 103B.3369, authorize the Board to award this grant.
3. The Board has adopted the FY 2016 Clean Water Fund Competitive Grants Policy and authorized the FY 2016 Competitive Grants Program in Board Resolution 15-45.
4. The Board has adopted Board Resolution 15-91 to allocate funds for the FY 2016 Competitive Grants Programs.
5. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
7. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, 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 Term of Grant Agreement

- 1.1 **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The Grantee must not begin work under this grant agreement until this Grant Agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3 **Survival of Terms:** The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 18. 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 the work plan, which is incorporated into this Agreement by reference, according to the FY 2016 Clean Water Fund Competitive Grants Policy.
- 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 The Grantee will display on its website the previous calendar year's detailed information on the expenditure of these State grant funds and measurable outcomes as a result of the expenditure of these State grant funds according to the format specified by the BWSR, by March 15 of each year.
  - 2.2.3 The Grantee will submit a final progress report to the Board by February 1, 2019 or within 30 days of completion of the Project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3 **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

### 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 Grant funds will be distributed in three installments: 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. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantee and approved by BWSR.
- 4.2 All costs must be incurred within the grant period.
- 4.3 All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4 The obligation of the State under this Grant Agreement will not exceed the amount stated above.
- 4.5 This grant includes an advance payment of 50 percent of the grant's total amount. 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.



4.6 Contracting and Bidding Requirements Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

4.6.1 If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

4.6.2 If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

4.6.3 If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

4.6.4 Support 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.

4.6.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

## 5 Conditions of Payment

All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2016 Clean Water Fund Competitive Grants Policy, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, State, or local law.

The Minnesota Department of Administration's Office of Grants Management Policy on Grant Closeout Evaluation (Policy 08 – 13) requires the Board to consider a grant applicant's past performance before awarding subsequent grants to them. The Board must consider a grant applicant's performance on prior grants before making a new grant award of over \$5,000. The Board may withhold payment on this and grants from other programs if the Grantee is not in compliance with all Board reporting requirements.

## 6 Assignment, Amendments, and Waiver

6.1 **Assignment.** The Grantee may assign or transfer specific rights or obligations under this Grant Agreement to one or more local governments pursuant to a written sub-grant agreement, provided any such sub-grant agreement ensures the obligations of the Grant Agreement are fully met. The Grantee must



inform the Board of any such sub-grant agreements.

6.2 **Amendments.** Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

6.3 **Waiver.** If the State 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.

8.2 The Grantee or designated local unit of government implementing this Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

## **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 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 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 State 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 In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

## **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 wages on construction projects to which State prevailing wage laws apply (Minn. Stat. 177.42 – 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 rates not less than those prevailing on projects of a character similar in the locality.

## **16 Constitutional Compliance**

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

## **17 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.

## **18 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. Works 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 States 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.





**FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT**  
(Northwood Lake Improvement Project)

This First Amendment to the Cooperative Agreement (“Amendment”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (hereinafter the “Commission”), and the City of New Hope, a Minnesota municipal corporation (hereinafter the “City”).

**RECITALS**

- A. The Commission and the City entered into a cooperative agreement effective August 20, 2015 (“Agreement”) to provide funding for a water quality improvement project described as the Northwood Lake Improvement Project (NL-1) in the City (the “Project”);
- B. Since the execution of that Agreement, the proposed cost of the Project has increased from \$1,422,140 to \$1,696,140, and the Commission has secured \$400,000 in additional funding through a new Clean Water Fund grant from the Minnesota Board of Water and Soil Resources;
- C. The parties desire to amend the Agreement to reflect the changed circumstances.

**AMENDMENT**

The Commission and the City hereby agree to amend the Agreement as follows:

- I. Section 5 of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:
  - 5. Commission Reimbursement. The Commission will pay grant funds received from a Minnesota Pollution Control Agency Clean Water Partnership Grant in the amount of Three Hundred Thousand Dollars (\$300,000) and grant funds received from a Minnesota Board of Water and Soil Resources Clean Water Fund Grant in the amount of Four Hundred Thousand Dollars (\$400,000). The Commission will use its best efforts to secure payment from the County in accordance with Minn. Stat. § 103B.251 in the amount of Four Hundred Eleven Thousand Seventy Dollars (\$411,070) by tax levy in 2015 for collection in 2016, and up to Four Hundred Eleven Thousand Seventy Dollars (\$411,070) by tax levy in 2016 for collection in 2017. The total reimbursement paid by the Commission will not exceed One Million Three Hundred Ninety-Six Thousand One Hundred Forty Dollars (\$1,396,140), less Commission expenses.

Out-of-pocket costs related to the Project, incurred and paid by the Commission including, but not limited to, feasibility studies, publication of notices, securing County tax levy, preparation of contracts, review of proposed contract documents, administration of this Agreement and up to a 2.5% administrative charge shall be repaid from the reimbursement amounts specified above. All such funds in excess of such expenses are

available for reimbursement to the City for costs incurred by the City in the design and construction of the Project. Reimbursement to the City will be made as soon as funds are available, provided a request for payment has been received from the City that contains such detailed information as may be requested by the Commission to substantiate costs and expenses. The City shall complete and submit with its final reimbursement request to the Commission a final report on the Project using the Commission's final reporting form and providing such other information as may be requested by the Commission.

II. Section 6 of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

6. Limits on Reimbursement. Reimbursement to the City will not exceed the amount specified above from the amounts received from the County and the Minnesota Pollution Control Agency for the Project, less any amounts retained by the Commission for Commission expenses. The additional grant received from the Minnesota Board of Water and Soil Resources should offset the city's original contribution of 21.1% of the total project costs by that same percentage to \$215,600. If additional grants are received for the Project, grant funds will be used to offset this new City contribution of \$215,600 and Commission costs, on a pro-rated basis. Reimbursement will not exceed the costs and expenses incurred by the City for the Project, less any amounts the City receives for the Project as grants from other sources. All costs of the Project incurred by the City in excess of such reimbursement, which are currently estimated to be Two Hundred and Fifteen Thousand Six Hundred Dollars (\$215,600) shall be borne by the City or secured by the City from other sources. If the total actual cost of the Project is less than the total estimated cost, the City shall remain responsible for its entire contribution toward the Project and the amount of the Commission's reimbursement to the City shall be reduced by the amount of the savings on the Project.

III. Section 12 of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

12. Sub-Grant Agreement. The City is required to enter into a Subgrant Agreement with the Commission related to the Clean Water Partnership Project Grant and the Clean Water Fund Grant received for the Project and to comply with the terms of the Subgrant Agreement, which are incorporated into this Agreement by reference and made a part hereof.

IV. The capitalized terms shall have the meaning given them in the Agreement.

V. No other amendments to the Agreement are intended by this Amendment.



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

BASSETT CREEK WATERSHED  
MANAGEMENT COMMISSION

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

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

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

CITY OF NEW HOPE

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

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

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

## Memorandum

**To:** Bassett Creek Watershed Management Commission (BCWMC)  
**From:** Barr Engineering Co.  
**Subject:** Item 6D. Resolution Delegating Some Decisions for Wetland Conservation Act Decisions to Commission Staff  
BCWMC February 18, 2016 Meeting Agenda  
**Date:** February 10, 2016

### **6D. Resolution Delegating Some Decisions for Wetland Conservation Act Decisions to Commission Staff**

#### **Recommendations:**

- i. Approve and sign the Resolution to Delegate certain WCA Decisions to Staff
- ii. Authorize staff to submit resolution to the Minnesota Board of Water and Soil Resources

#### **WCA Decisions**

The BCWMC Engineer's assistance with WCA administration typically includes reviewing applications, preparing and sending out Notices, conducting and participating in Technical Evaluation Panel (TEP) meetings, preparing TEP Findings reports, obtaining signatures, and providing recommendations for BCWMC decisions. The decisions are then made by the BCWMC based on staff recommendations.

During the January 21, 2016 BCWMC meeting, the BCWMC considered these options regarding WCA decision-making authority:

- The BCWMC (i.e., at their regular meetings) makes all WCA decisions
- The BCWMC delegates some of the WCA decisions to BCWMC staff (Engineer or Administrator)
- The BCWMC delegates all of the WCA decisions to BCWMC staff (Engineer or Administrator)

At the January 21, 2016 meeting, the Commission decided to delegate wetland boundary and type, no-loss, and exemption decisions to BCWMC staff, but retain the authority for sequencing, replacement plan, and banking plan decisions. Documentation of this agreement requires completion and signing of a resolution delegating WCA authority. A copy of the proposed resolution is attached. If approved, the resolution must be submitted to the Minnesota Board of Water and Soil Resources.



**A RESOLUTION DELEGATING AUTHORITY REGARDING THE  
ADMINISTRATION OF THE MINNESOTA WETLAND CONSERVATION ACT**

Bassett Creek Watershed Management Commission  
Resolution #16-04

**WHEREAS**, the Bassett Creek Watershed Management Commission has accepted the authority and administrative responsibility to implement the Wetland Conservation Act (WCA) for certain cities within the legal boundaries of the Bassett Creek Watershed that have delegated WCA authority to the Bassett Creek Watershed Management Commission including the cities of Medicine Lake, Robbinsdale, and St. Louis Park, in accordance with Minnesota Rules, Chapter 8420; and

**WHEREAS**, the Bassett Creek Watershed Management Commission is authorized by Minnesota Rules, part 8420.0200, subpart 2, Item C, to delegate certain functions with regard to implementation of WCA to its staff.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Bassett Creek Watershed Management Commission as follows:

1. Final decision-making authority for WCA exemptions, no-loss, and wetland boundary and type applications is hereby delegated to its staff, which includes the Commission Engineer and the Commission Administrator, or their respective designees. The authority delegated pursuant to this Resolution includes the authority to determine the completeness of applications, to identify what additional information is needed in order to make an application complete, and to provide related notices to applicants as needed.
2. A final decision of staff made pursuant to this Resolution may be appealed to the Board of Commissioners by filing a written notice of appeal with the Commission Administrator within 14 days of the date of the final decision. The notice of appeal must describe the alleged error, identify any applicable legal authority in support of the allegation, and describe the relief being sought. The Board of Commissioners will take up the appeal at a regular meeting and allow the person bringing the appeal an opportunity to be heard regarding the matter. The decision of the Board of Commissioner on the appeal will be issued and writing and shall be final.

Adopted by the Board of Commissioners of the Bassett Creek Watershed Management Commission this 18<sup>th</sup> day of February, 2016.

\_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

Resolution No. \_\_\_\_\_: Offered by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, adopted by a vote of \_\_\_\_\_ at the regular meeting of the Board of Commissioners of Bassett Creek Watershed Management Commission on February 18, 2016.





## Bassett Creek Watershed Management Commission

### MEMO

Date: February 10, 2016  
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** (see CIP Project Update Chart in "Information Only Items" of this month's agenda)

**2017 Plymouth Creek Restoration Project, Annapolis Lane to 2,500 feet Upstream (2017CR-P) (See agenda item 6A):** The draft feasibility study for this project will be presented at this meeting. It was prepared by the Commission Engineer (through the approved [feasibility study proposal](#)). The draft feasibility study was reviewed by Plymouth city staff, MDNR staff, and the Commission administrator and was revised to incorporate comments. Additional background on the project to date: A technical stakeholder meeting was held on 10/26/15 at the project site and included me, the Commission Engineer, Commissioner Black, City of Plymouth staff (including Parks and Recreation and Public Works staff), Army Corps of Engineers, and the MDNR. A public meeting was held the evening of 10/26/15 and was attended by me, the Commission Engineer, Mr. Asche, Commissioner Black, and Alt. Commissioner Crough. Eleven residents attended from 8 different properties adjacent to the project area. No residents raised major concerns about the project – they were in support of restoration here even if some trees are removed in the process. At the December meeting, the Commission agreed that residents should be notified of the progress/process for the project but that additional public input would not be sought until the beginning of the design phase when tree loss and access areas are better known. A webpage for the project was established at: <http://www.bassettcreekwmo.org/CIP-Information/CIP-Projects/Plymouth/PlymouthCreek-Plymouth-2017/PlymouthCreek-CIP-Project2017-Plymouth.htm>.

**2017 Main Stem Bassett Creek Streambank Erosion Repair Project (2017CR-M):** The feasibility study for this project is underway by the Commission. ([Feasibility study proposal](#) was approved at the October meeting.) The Commission Engineer is beginning the technical portions of the study. Resident input is being sought in a variety of ways. A postcard was mailed to all households in both Bryn Mawr and Harrison neighborhoods in November. Also in November, Commissioner Black and I talked with residents at the Harrison Art Festival. I presented information about the project at both the Bryn Mawr and Harrison Neighborhood Association Board meetings in December and I'm scheduled to present the project to the Redevelopment Oversight Committee on February 16<sup>th</sup>. The Phase II Environmental Investigation work plan was recently approved by the MPCA. We have executed two right of entry agreements with private landowners to conduct the Phase II soil sampling and are seeking right of entry agreements with two more entities this week. A webpage for the project was established at: <http://www.bassettcreekwmo.org/CIP-Information/CIP-Projects/Minneapolis/MainStem-Minneapolis-2017/MainStem-CIP-Project2017-Minneapolis.htm>

**2013 Four Season Area Water Quality Project (NL-2):** No change since November 2015 report. The City of Plymouth has been looking at different options for this area including the original stream restoration, using only rock to stabilize the channel, and a flocculation facility. The City received comments on these options at a public meeting in January. Currently, the City is waiting for the Four Seasons Mall property to redevelop with hopes of building treatment into a redevelopment project.



**2014 Schaper Pond Diversion Project, Golden Valley (SL-3):** No change since last month's report. The Commission approved 90% plans at their February 2015 meeting. The City's consultant (Barr Engineering) completed contract documents for the project May 21st, the bid advertisement publication date. The city council awarded the contract on July 7th to Sunram Construction. The pre-construction meeting was held July 30th. Mobilization began on November 11 and construction began on November 24. On December 10, the baffle was installed and fully deployed, and the contractor demobilized from the site for the season. In spring 2016, the contractor will perform final clean-up and any needed site restoration to ensure turf establishment.

**2014 Twin Lake In-lake Alum Treatment, Golden Valley (TW-2):** No change since July 2015 report. 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. City staff reports no complaints or comments from residents since the treatment and also reports consistently clear water since the last actual reading on May 20<sup>th</sup>.

**2014 Briarwood/Dawnview Water Quality Improvement Project, Golden Valley (BC-7):** No change since December 2015 report. NewLook Contracting, the contractor for this project, completed the final punch list and other work including temporary stabilization of the disturbed areas and the utility work. City staff are working to process the final payment and close out the project. The native vegetation is coming in nicely and will remain the responsibility of the contractor for two years following the final completion date.

**2015 Main Stem Restoration Project 10th Avenue to Duluth Street, Golden Valley (2015CR):** The 90% design plans were approved by the Commission at their June 2015 meeting. The restoration project is being constructed in two phases, each under separate contract. Phase one includes stream bank shaping, placement of field stone rock and 12-inch bio-logs, and repair of storm sewer outlets. Phase two includes the establishment of native vegetation along the stream which will commence immediately after phase one is completed and continue over two additional growing seasons to ensure proper establishment. The first phase of the project began in November 2015 and is expected to wrap up in June 2016.

The initial shaping and stabilization work in Areas A, B, C1, C2, C3 and E is complete. The contractor (Rachel Contracting) will return in spring to touch up and final grade, including relocating portions of the trail away from the stream in Area E. Clearing to provide access to the creek corridor is complete in Areas D1 and D2 and stabilization work is underway. (See map attached.)

The bid package for Phase two of the project (native vegetation establishment) will go out soon. It is anticipated that the total contract amount for Phase one and Phase two work will be within the Watershed's overall project budget.

**2016 Northwood Lake Improvement Project, New Hope (NL-1) (See agenda item 6C):** At the August meeting, the Commission entered an agreement with the City of New Hope to design and construct the project and a sub-grantee agreement to carry out the majority of tasks in the Clean Water Partnership (CWP) grant work plan. At the September meeting, the Commission granted conditional approval of the 50% design plans for the project and authorized the City to proceed with final plans and contract documents. 90% design plans were presented and approved at the November Commission meeting. An interim report for the MPCA's Clean Water Partnership grant was submitted in late January (see agenda item 8C). A \$400,000 Clean Water Fund grant from the MN Board of Water and Soil Resources (BWSR) was awarded to the Commission in December. A work plan for that grant is currently in development. At this meeting the Commission will consider approving the grant agreement with the



BWSR. The City of New Hope recently received bids from contractors. The bid amount from the selected contractor exceeds the original construction budget by \$274,000. The Commission will consider amending its agreement with the City to increase the maximum amount that can be reimbursed and to acknowledge a decrease in the city's contribution due to receipt of the Clean Water Fund grant.

**2016 Honeywell Pond Expansion Project, Golden Valley (BC-4):** No change in this item since January 2016 report. At the August meeting, the Commission entered an agreement with the City of Golden Valley to design and construct the project. At the September meeting, the Commission granted conditional approval of the 50% design plans for the project and authorized the City to proceed with final plans and contract documents. 90% design plans were presented and approved at the November Commission meeting. The final plans and specs are being prepared currently. The project will be let with the Douglas Drive project, expected in early March. Construction of the pond will likely occur in 2017.

## Other Projects

**Hennepin County Natural Resources Partnership:** This group will meet again on February 23<sup>rd</sup> with an agenda centered on Met Council monitoring programs (including WOMP, CAMP, etc.) and monitoring results.

**MPRB Ecological System Plan:** This project is now on hold until approximately late winter to allow the MPRB staff to concentrate on a different major comprehensive planning effort.

**Non-Point Education for Municipal Officials (NEMO) Workshops:** Two of the three workshops were held in 2015 (Lake Minnetonka on July 23<sup>rd</sup> and a winter maintenance workshop on October 7<sup>th</sup>.) In order to fulfill the 2015 contract, the U of M Extension's NEMO Program will hold individual programs for select cities in the west metro. Currently, staff is working to bring a NEMO workshop to the St. Louis Park City Council.

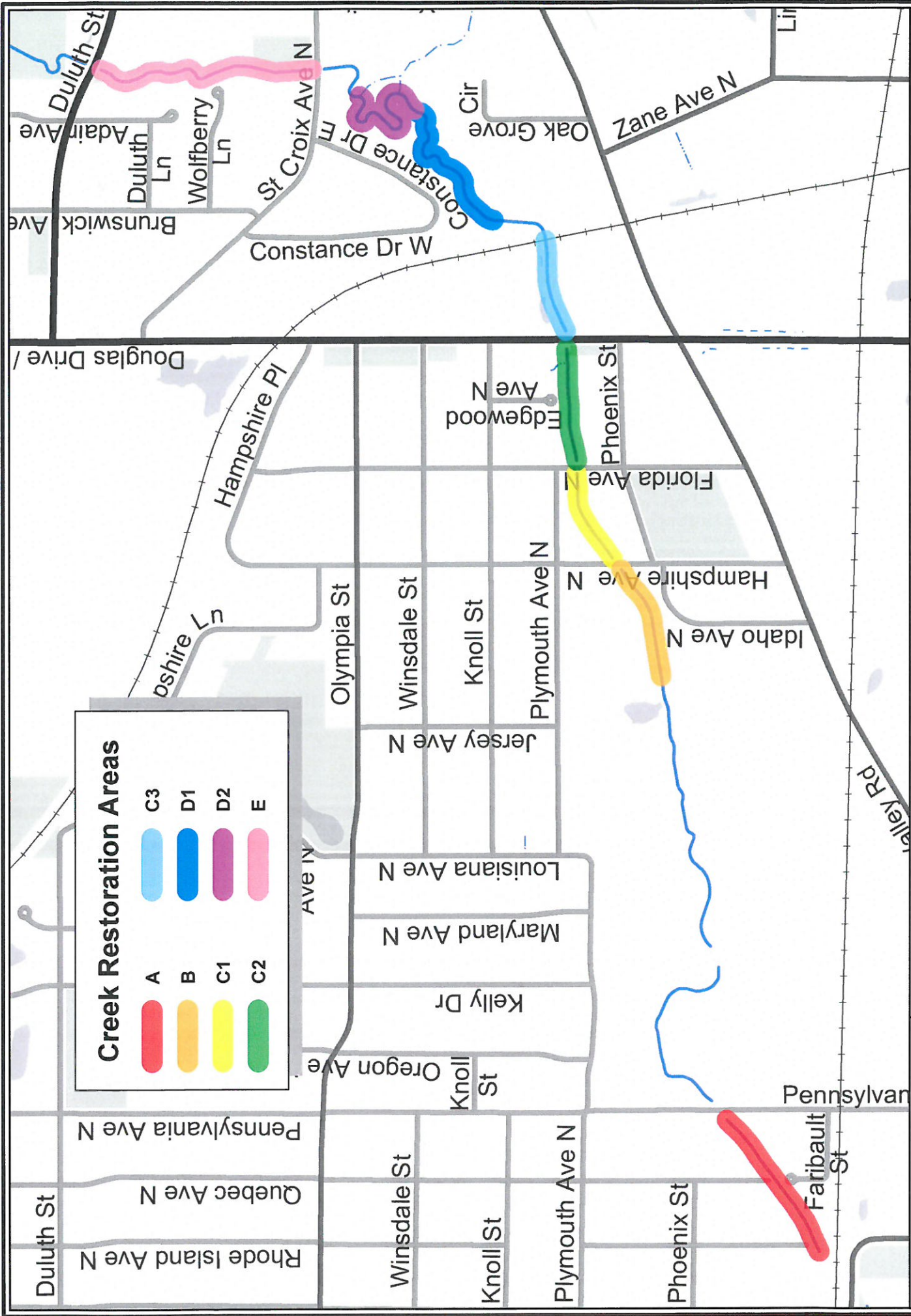
**Website Redesign Project:** The website is still undergoing some final revisions and will be launched within the next few weeks. A contract with HDR for website hosting and maintenance was approved by the Commission last month.

**New Commissioner Materials:** Posting of materials to the website were completed earlier this year and are available at: <http://www.bassettcreekwmo.org/CommissionOrientation/CommissionOrientationHomepage.htm>.

**Records Retention/Management and Data Practices:** At the direction of the Administrative Services Committee, I updated the Commission's Records Retention Schedule and asked legal counsel to review and recommend any changes needed. Additionally, a Data Practices Procedure was drafted for the Commission by our legal counsel. The Commission will review these documents at a future meeting. Also, I continue to work on records management including locating all official records, determining what records should be disposed of or sent to the State Archives, how paper records can be digitized, and how and where to store our electronic records. I will be researching and gathering input on different options for records management and storage over the course of the year.

**Organizational Efficiencies:** At the direction of the Administrative Services Committee I will be drafting an organizational chart and have been discussing practices and procedures with TAC members, Commission staff, and Commissioners to ensure the proper and efficient use of staff's time and to streamline communications where needed.





# 2015 Bassett Creek Restoration Project Improvement Locations

