

FIRST AMENDMENT TO COOPERATIVE AGREEMENT
(Bassett Creek Main Stem Restoration Project 2024CR-M)

This First Amendment to Cooperative Agreement (“**First Amendment**”) is entered into this ___ day of _____, 2025, by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (“**Commission**”), and the City of Golden Valley, a Minnesota municipal corporation (“**City**”).

RECITALS

- A. The parties hereto entered into a Cooperative Agreement, dated November 20, 2024 (“**Cooperative Agreement**”), which contains terms and conditions related to the Bassett Creek Main Stem Restoration Project Regent Ave. to Golden Valley Road 2024CR-M (the “**Project**”).
- B. The scope and cost of the Project have changed through the design phase, and the estimated planning level opinion of cost of the Project, including the feasibility study, all additional Engineering Services, and actual construction, is now \$3,534,580.
- C. Accordingly, the parties wish to amend the Cooperative Agreement for the purpose of updating details related to the Project, including those related to estimated pollutant removals, overall Project cost, and Commission tax levy reimbursement.

AGREEMENT

Section 1. Paragraph 1 of the Cooperative Agreement is hereby amended by deleting the ~~stricken~~ language and adding the double-underlined language as follows:

- 1. Project. The Project will consist of the work identified in the Feasibility Report as Option 3 – stabilizing all proposed restoration areas, as provided in Sections 6, 7, and 8 of the Feasibility Report, plus appendices, which includes restoring the streambanks in all high, medium, and low priority areas, to the extent that property rights and Project funding will accommodate, along a 7,000 foot section of Bassett Creek (known as Ĥaĥá Wakpádaŋ in the Dakota language) between Regent Avenue and Golden Valley Road. The Project is expected to annually reduce pollution in Ĥaĥá Wakpádaŋ/Bassett Creek and downstream in the Mississippi River by an estimated ~~82~~ 193 pounds of total phosphorus and ~~136,000~~ 386,570 pounds of total suspended solids.

Section 2. Paragraph 4 of the Cooperative Agreement is hereby amended by deleting the ~~stricken~~ language and adding the double-underlined language as follows:

- 4. Commission Reimbursement. In addition to up to \$200,000 of Closed Project Account funding and up to \$200,000 of the City’s portion of BCWMC channel maintenance funding, the Commission used or will use its best efforts to secure payment from Hennepin County in accordance with Minnesota Statutes, section 103B.251 in the amount of \$434,000 by tax levy in 2023 for collection in 2024, ~~and an additional \$1,307,000~~ \$653,500 by tax levy in 2024 ~~and 2025 for collection in 2025 and 2026, respectively,~~ \$653,500 by tax levy in 2025 for collection in 2026, and \$1,293,600 by tax levy in 2026 for collection in 2027. Accordingly, the total

reimbursement paid by the Commission to the City for the Project will not exceed \$400,000 plus the total amount levied, which is anticipated to be ~~\$1,741,000~~\$3,034,600, for a total of up to ~~\$2,141,000~~ \$3,434,600, less the Commission's out-of-pocket Project expenses. The Commission's out-of-pocket Project expenses include, but are not necessarily limited to, all Engineering Services as defined in Recital D above, feasibility studies, publication of Commission notices, legal expenses, grant administration, and up to a 2.5% administrative charge from funds received in the aforementioned tax settlements from Hennepin County. All available funds in excess of such expenses are available for reimbursement to the City for eligible costs incurred by the City for construction of the Project, which shall include costs associated with all items in Table 5-1 of the Plan including, but not limited to, costs associated with acquisition of property rights and City staff time and expenses. 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.

Section 3. Paragraph 5 of the Cooperative Agreement is hereby amended by deleting the ~~stricken~~ language and adding the double-underlined language as follows:

5. Limits on Reimbursement. Reimbursement to the City will not exceed the amount specified above (up to ~~\$2,141,000~~\$3,434,600), depending on the total amount received from the County for the Project, less any amounts used or retained by the Commission for its out-of-pocket expenses, as detailed in section 4. The above amounts will not be increased by grants or other revenues received by the Commission for the Project. Reimbursement will not exceed the costs and expenses incurred by the 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 shall be borne by the City or secured by the City from other sources.

Section 4. Except for the amended language expressly provided above, all other terms and conditions of the Cooperative Agreement shall remain in full force and effect.

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

**BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION:**

By: _____
Its Chair

And by: _____
Its Secretary

Date: _____

CITY OF GOLDEN VALLEY:

By: _____
Its Mayor

And by: _____
Its City Manager

Date: _____