

February 2, 2023

Commissioners and Technical Advisory Committee Members Shingle Creek and West Mississippi Watershed Management Commissions Hennepin County, Minnesota

The agenda and meeting packets are available on the Commission's web site. http://www.shinglecreek.org/minutes--meetingpackets.html and http://www.shinglecreek.org/tac-meetings.html

Dear Commissioners and Members:

Regular meetings of the Shingle Creek and West Mississippi Watershed Management Commissions will be held Thursday, February 9, 2023, in the Aspen Room at Plymouth Community Center, 14800 34th Avenue North, Plymouth, MN. Lunch will be served at 12:00 noon and the meetings will convene concurrently at 12:45.

The Commissions will suspend their meetings at 12:45 p.m. for the purpose of conducting a public hearing on their proposed Fourth Generation Watershed Management Plan. The regular meetings will resume immediately after the public hearing concludes.

The Technical Advisory Committee (TAC) will meet at 11:00 a.m. prior to the regular meeting in the same location.

Please make your meal choice from the items below and email me at judie@jass.biz to confirm your attendance and your meal selection by noon, Tuesday, February 7, 2023. Thank you.

Regards, Atheuson di

cc:

Judie A. Anderson Administrator Troy Gilchrist **TAC Members** Alternate Commissioners Member Cites MPCA Stantec Consulting Services BWSR HCEE Z:\Shingle Creek\Meetings\Meetings 2023\02 Meeting and Public Hearing Notice.docx Order your deli sandwich box lunch. Sandwiches come with lettuce, tomato and mayo. As an alternative you may specify your sandwich with wheat bread or as an unwich (lettuce wrapped). **1** Pepe – Ham and cheese **2** Big John – Roast beef **3** Totally Tuna – Tuna salad and cucumber **4** Turkey Tom – Turkey 5 Vito – salami. capocollo, cheese, onion, oil and vinegar, oregano-basil (no mayo) 6 The Veggie – double cheese, avocado spread, cucumber **14** Bootlegger Club – Roast beef and turkey



A combined regular meeting of the Shingle Creek (SC) and West Mississippi (WM) Watershed Management Commissions will be convened Thursday, February 9, 2023, at 12:45 p.m. Agenda items are available at http://www.shinglecreek.org/minutes--meeting-packets.html. Black typeface denotes SCWM items, blue denotes SC items, green denotes WM items.

The Commissions will suspend their meetings at 12:45 p.m. for the purpose of conducting a public hearing on their proposed Fourth Generation Watershed Management Plan. The regular meetings will resume immediately after the public meeting concludes.

A G E N D A | February 9, 2023

- 1. Call to Order.
- SCWM **a.** Roll Call.
- ✓ SCWM **b.** Approve Agenda.*
- ✓ SCWM c. Approve Minutes of Last Meeting.*
 - 2. Reports.
- ✓ SCWM **a.** Treasurer's Reports and Claims^{**} voice votes.
 - SCWM 3. Open forum.

Suspend regular meetings.

- SCWM 3. Public Hearing to consider the SCWM Fourth Generation Plan.
 - a. Staff Report.*
 - b. Commission discussion.
 - c. Open Public Hearing.
 - 1) Receive Written Comments and Responses to Comments.*
 - 2) Receive Comments from Public.
 - d. Close Public Hearing.
 - e. Commission Discussion.

✓ SCWM f. Authorize Sending Plan to BWSR for Final Review and Approval. *Resume regular meetings.*

- \vee SCWM 4. Election of Officers *currently:*
 - a. Chair: Andy Polzin Gerry Butcher
 - b. Vice Chair: Wayne Sicora David Vlasin
 - c. Secretary: Karen Jaeger Karen Jaeger
 - d. Treasurer: Burt Orred Karen Jaeger

- v SCWM 5. Annual Appointments.
 - Official Newspaper Osseo-Maple Grove a.
 - b. Official Depositories U.S. Bank, 4M Fund.
 - Deputy Treasurer Judie Anderson. c.
 - d. Auditor Johnson & Company Ltd.
 - Project Reviews. 6.
- WM a. WM2022-06 Gateway Regional Park, Brooklyn Park.* V
 - WM b. WM2022-07 610 Zane 3rd Addn. (Speculative Indl. Buildings), Brooklyn Park.*
- V WM c. WM2023-01 Range USA, Brooklyn Park.*
 - SCWM d. Wetland Conservation Act – 2022 Annual Report Form.*
 - 7. Water Quality.
- a. 2023 Monitoring Plan.* ٧ SC
- b. 2023 Monitoring Plan.* V WM
- ٧ WM

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- 1) Professional Agreement.* SCWM c. TH252/I94 Scoping Decision Document – Informal Technical Comments.
 - d. Draft Scopes of Work.
 - 1) Eagle Lake SWA and Lake Management Plan.
 - 2) Gaulke Pond Area SWA.
 - 3) Brookdale Park Re-meander Project.
 - 4) Shingle Creek Regional Trail Stream Improvements.
 - Grant Opportunities. 8.
 - 9. Education and Public Outreach.
- SCWM Next WMWA meeting –Tuesday, February 14, 2023, at 8:30 a.m., via Zoom. a.
- SCWM 10. Communications.
 - Staff Report no report this month. a.
 - Communications Log.* b.
 - Invitation to Support Reauthorization of ENRTF Lottery Dedication.* **SCWM** c.
 - 11. Other Business.
 - **SCWM** a. Joint Powers Agreement Update Scope and Schedule.*
 - SCWM b. Limited Liability Legislation.*
- SCWM v

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- Liability Coverage Waiver Form.* c.
 - Commissioner Appointments have been received from cities of: d.
 - B. Park Alex Prasch and Greg Spoden | Alex Prasch and Melissa Collins 1)
 - 2) Maple Grove – Karen Jaeger and Terry Muller
 - 3) Osseo John Roach and James Kelly (on city website, not officially notified)
 - 4) Plymouth – Andy Polzin and Leah Gifford
 - Robbinsdale Wayne Sicora 5)
- SCWM 12. Adjournment.



REGULAR MEETING MINUTES | January 12, 2023

(Action by the SCWMC appears in blue, by the WMWMC in green and shared information in black. *indicates items included in the meeting packet.)

I. A joint meeting of the Shingle Creek Watershed Management Commission and the West Mississippi Watershed Management Commission was called to order by Shingle Creek Chairman Andy Polzin at 12:45 p.m. on Thursday, January 12, 2023, in the Aspen Room, Plymouth Community Center, 14800 34th Avenue North, Plymouth, MN.

Present for Shingle Creek were: David Mulla, Brooklyn Center; Alex Prasch, Brooklyn Park; Burt Orred, Jr., Crystal; Karen Jaeger, Maple Grove; Ray Schoch, Minneapolis; Bill Wills, New Hope; John Roach, Osseo; Andy Polzin, Plymouth; Wayne Sicora, Robbinsdale; Diane Spector, Katie Kemmitt, and Todd Shoemaker, Stantec; Troy Gilchrist, Kennedy & Graven; and Judie Anderson, JASS.

Present for West Mississippi were: David Mulla, Brooklyn Center; Alex Prasch, Brooklyn Park; Karen Jaeger, Maple Grove; John Roach, Osseo; Diane Spector, Katie Kemmitt, and Todd Shoemaker, Stantec; Troy Gilchrist, Kennedy & Graven; and Judie Anderson, JASS. Not represented: Champlin.

Also present were: Mark Ray, Crystal; Mark Lahtinen, Maple Grove; Bob Grant and Nick Macklem, New Hope; Ben Scharenbroich and Amy Riegel, Plymouth; Richard McCoy and Mike Sorensen, Robbinsdale; and James Kelly, Osseo.

II. Agendas and Minutes.

Motion by Roach, second by Orred to approve the **Shingle Creek agenda**.* *Motion carried unanimously*.

Motion by Roach, second by Prasch to approve the **West Mississippi agenda.*** *Motion carried unanimously*.

Motion by Schoch, second by Orred to approve the **minutes of the December 8, 2022, regular meeting*** with the following correction to item V.A. (underlined):

Motion by Schoch, second by Mulla to advise the City of Brooklyn Center that Project SC2022-06 is approved with the following conditions:

1. After construction of the infiltration basins, demonstrate by double-ring infiltrometer or witness test that the site can meet the design infiltration rate of 4.25 inches/hour for Infiltration Basins 1 & 2.

2. Provide a complete O&M agreement including a chloride management plan between the applicant and the City of Brooklyn Center <u>for all stormwater facilities associated with the project.</u>

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Motion carried unanimously.

Motion by Jaeger, second by Roach to approve the **minutes of the December 8, 2022, regular meeting.*** *Motion carried unanimously.*

III. Finances and Reports.

A. Motion by Jaeger, second by Wills to approve the Shingle Creek January Treasurer's Report* and claims totaling \$24,256.15. Voting aye: Mulla, Prasch, Orred, Jaeger, Schoch, Wills, Roach, Polzin, and Sicora; voting nay: none.

B. Motion by Collins, second by Mulla to approve the West Mississippi December Treasurer's
Report* and claims totaling \$19,781.95. Voting aye: Mulla, Prasch, Jaeger, and Roach; voting nay: none; absent – Champlin.

IV. Open Forum.

A. Jamil Ibrahim, Stantec California, and Shoemaker presented, "Surface Water and Ocean Topography.

The National Aeronautics and Space Administration (NASA) launched a new satellite called Surface Water and Ocean Topography (SWOT) in December. SWOT was developed by scientists with NASA and the French Space Agency. Special technology on board will allow it to precisely track things like sea level rise, streamflow through mountainous terrain, and shifts in reservoir storage. Other satellites currently gather similar data, but SWOT is unique because it will be able to "see" the water's height day or night, clear skies or cloudy.

Organizations throughout the United States have committed to finding other new applications by becoming "early adopters" of the data that SWOT will provide. Stantec Consulting Services, the Commission's engineering consultant, is the only early adopter that is a private company. Ibrahim, senior principal hydrologist with Stantec, summarized the SWOT mission, data to be provided, and potential uses for the Commissions and beyond. NASA estimates that the first usable data should be coming in within the next six months.

B. Kelly was present to express his concerns re the adherence to **State Statute 103B.227** regarding the requirement of appointing authorities for watershed management organization board members to publish notices of vacancies resulting from the expiration of members' terms and other reasons. He indicated that the City of Osseo had failed to fulfill this requirement upon the conclusion of the three-year terms of Roach for Shingle Creek and Harold Johnson for West Mississippi at January 31, 2023.

Gilchrist responded that fulfillment of this requirement lies with the member City and is not the responsibility of the Commission. Anderson also responded that the Commission has not been notified of this vacancy.

Roach indicated he will communicate this matter with the Osseo City Manager.

V. Project Reviews.

VI. Fourth Generation Watershed Management Plan.*

The updated **draft plan** is available on the Shingle Creek and West Mississippi website homepage under "What's New" (<u>http://www.shinglecreek.org/</u>). The 60-day formal review ends on January 14, 2023. To date, comments have been received from BWSR, Dept. of Agriculture, DNR, Metropolitan Council, MPCA, and

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the City of Minneapolis. Staff will review the comments received and provide recommended responses and revisions. A public hearing is scheduled during the February 9, 2023, meeting.

VII. 2023 Work Plans.

A. Shingle Creek.* The following are suggested activities for the 2023 Work Plan, organized by Goal Areas identified in the Fourth Generation Plan and as general, routine Commission business. There are routine, ongoing activities as well as some Commission-funded construction projects expected. The proposed 2023 Monitoring Plan with additional details will be provided to the Commission in February. Activities in calendar format are attached to the plan.

Goal 1. Protect, maintain, and improve the water quality and ecological integrity of the water and natural resources within the watersheds and the downstream receiving waters.

1. Complete the 5-year performance review for the Bass and Shingle Creek Biotic and DO TMDL.

2. Complete an aquatic vegetation survey on Bass Lake to assess success of vegetation transplants.

3. Partner with the City of Robbinsdale to complete the Crystal Lake Management Plan, including final sediment cores, and curly-leaf pondweed monitoring and potential treatment.

4. Partner with the City of New Hope to implement the Meadow Lake Management Plan, including potential additional vegetation and fish management and preparation for an alum treatment.

5. Partner with the City of Brooklyn Park and Three Rivers Park District to undertake feasibility assessment for stream restoration on Shingle Creek from the end point of the Connections project in Brookdale Park to just downstream of Xerxes Avenue.

6. Continue to partner with the USGS to operate the Queen Avenue monitoring site.

7. Stay abreast of other regional and state TMDLs.

8. Complete the Gaulke Pond and Eagle Lake subwatershed assessments.

9. Use funding from the new Project Maintenance Fund to upkeep past project improvements.

Goal 2. Reduce stormwater runoff rates and volumes to limit flood risk, protect conveyance systems, protect surficial groundwater, and reduce or mitigate impacts that have already occurred.

Complete reviews of development and redevelopment projects as necessary.

Goal 3. Educate and engage all stakeholders in the watersheds on surface water issues and opportunities.

1. Participate in the West Metro Water Alliance joint education and outreach group.

2. Partner with Hennepin County and other local watersheds to fund a shared Education and Outreach Coordinator.

3. Develop a Chloride Management Plan for the watershed.

Goal 4. Anticipate and proactively work to withstand adverse impacts from changing environmental and climate conditions.

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Apply for a Climate Resiliency Grant to model future precipitation scenarios and, if awarded,

begin work.

Continue ongoing administration and programming.

1. Conduct routine Commission lake water quality monitoring and aquatic vegetation and fish surveys on Magda and Ryan Lakes and grant funded monitoring on Crystal and Meadow Lakes.

2. Conduct Commission routine flow and water quality monitoring at SC-0 and SC-3 on Shingle Creek and Bass Creek Park (BCP) on Bass Creek as well as two DO longitudinal studies as part of the Shingle and Bass Creeks Dissolved Oxygen (DO) and Biotic Integrity TMDL 5 Year Review.

3. If available in 2023, sponsor volunteer stream monitoring through RiverWatch.

- **4.** Sponsor volunteer lake monitoring through CAMP (Met Council) on up to four lakes.
- **5.** Prepare an annual water quality report.

6. Solicit cost-share projects from member cities funded from the Cost Share Fund and the annual \$100,000 levy and the Partnership Cost Share Fund and the annual \$50,000 levy.

7. Review feasibility studies for 2023 proposed capital projects, undertake Plan Amendments, hold public hearings, order projects and certify levies.

- 8. Prepare a 2024 annual budget.
- **9.** Finalize and adopt the Fourth Generation Management Plan.
- **10.** Invite three guest speakers to make lunchtime water resources presentations.
- **11.** Complete the legal watershed boundary update.
- **12.** Tour project sites in the watershed.

Motion by Orred, second by Schoch to accept the 2023 Work Plan with the addition of the task to add a diversity and equity evaluation to projects undertaken by the Commission. *Motion carried unanimously.*

B. West Mississippi.* The following are suggested activities for the 2023 Work Plan, organized by Goal Areas identified in the Fourth Generation Plan as well as some general, routine Commission business. While work on the Fourth Generation Plan will be ongoing throughout the first part of the year, there are also routine, ongoing activities. The proposed 2023 Monitoring Plan with additional details will be brought to the Commission in February. Activities in calendar format are attached to the Work Plan.

Goal 1. Protect, maintain, and improve the water quality and ecological integrity of the water and natural resources within the watersheds and the downstream receiving waters.

1. Continue to identify, pursue grant funding for, and implement projects and programs addressing the bacterial impairment in the Mississippi River.

2. Stay abreast of other regional and state TMDLs.

3. Identify boundaries of the untreated areas directly connected to the Mississippi River or other conveyances.

4. Partner with the MWMO to undertake monitoring at the 65th Avenue outfall.

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5. Execute cooperative agreement with Brooklyn Park for the Mississippi River stabilization project.

6. Partner with a member city to complete a subwatershed BMP analysis.

Goal 2. Reduce stormwater runoff rates and volumes to limit flood risk, protect conveyance systems, protect surficial groundwater, and reduce or mitigate impacts that have already occurred.

Complete reviews of development and redevelopment projects as necessary.

Goal 3. Educate and engage all stakeholders in the watersheds on surface water issues and opportunities.

1. Participate in the West Metro Water Alliance joint education and outreach group.

2. Partner with Hennepin County and other local watersheds to fund a shared Education and Outreach Coordinator.

3. Develop a Chloride Management Plan for the watershed.

Continue ongoing administration and programming.

1. Undertake routine flow and water quality monitoring at two outfalls into the Mississippi River.

2. If available in 2023, sponsor volunteer stream monitoring through RiverWatch.

3. Prepare an annual water quality report.

4. Solicit cost-share projects from member cities funded from the Cost Share Fund and the annual \$50,000 levy.

5. Review feasibility studies for 2023 proposed capital projects, undertake Plan Amendments, hold public hearings, order projects and certify levies.

- 6. Prepare a 2024 annual budget.
- 7. Complete the Fourth Generation Management Plan and submit for public and BWSR

review.

- 8. Invite three guest speakers to make lunchtime water resources presentations.
- 9. Tour project sites in the watershed.

Motion by Roach, second by Jaeger to accept the 2023 Work Plan with the addition of the task to add a diversity and equity evaluation to projects undertaken by the Commission. *Motion carried unanimously.*

VIII. Grant Opportunities.

IX. Education and Public Outreach.

A. The steering committee, the four member WMOS of the West Metro Water Alliance (WMWA), and Hennepin County staff spent several months in 2022 developing the Conservation Education and Implementation Partnership program, to be coordinated by a new limited-duration education and outreach coordinator shared with Hennepin County and the Richfield-Bloomington WMO. The use of Watershed-Based Implementation Funding (WBIF) to help fund the program has been approved by the Board

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of Water and Soil Resources (BWSR) and those funds are being contracted. The Hennepin County Board has approved the new position and the County is in the process of finalizing the job description and working though the hiring process.

1. This pilot program contains three elements:

a. A limited-duration half-time program coordinator to provide community engagement, education, marketing, and promotion of program elements 2 and 3 below as well as other related conservation priorities as defined by the partners (e.g., salt reduction education and engagement).

b. Resident-facing outreach and workshops using a model similar to Dakota County's <u>Landscaping for Clean Water</u> program, with a focus on residential-scale technical assistance; driving conservation implementation and behavior change; and reaching diverse audiences.

c. Multi-family housing-facing projects using Metro Blooms' model of <u>Equitable</u> Engagement.

2. Anticipated deliverables of the program include:

a. Workshops and/or participatory multi-family housing projects hosted within participating communities across the county.

b. Marketing, promotion, education, and community engagement; logistical and technical support; and promotion and educational materials related to workshop events and/or multi-family housing equitable engagement projects.

c. Consultation provided to each workshop participant to help them develop conceptual design ideas for their property or community property.

d. Administrative and financial management of financial assistance to individual residents and/or sub-contractors, and verification of project installation for participants and follow-up assistance.

e. Dollars made available to each project (e.g., individual resident workshop participant or larger-scale multi-family housing project) to help defray the costs of implementing conservation practices.

f. General education and outreach on conservation topics as time and resources allow.

g. Creation and implementation of an ongoing framework for coordination and program delivery and a financial framework for extending and expanding efforts beyond the two year pilot period.

WMWA is organizing some focus groups of city staff and other stakeholders to better understand their specific needs and desires so that the Steering Committee can refine the first year's work plan. The second year will build off knowledge gained and needs identified by the stakeholders, as well as the education and outreach needs of the five participating WMOs.

This two-year program is a pilot to demonstrate how stakeholder groups in Hennepin County can work together to jointly meet education and outreach needs around water and natural resources management. The long-term vision for WMWA is to expand its ability to provide and facilitate a variety of activities to achieve even greater levels of conservation implementation though coordinated programming. This long-term vision includes a full time Coordinator shared with Hennepin County to provide ongoing pro-

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gramming and technical services and to coordinate the efforts of many partners toward common goals. The model for this program is the East Metro Water Resource Education Program (EMWREP), a partnership of Washington County, Washington Conservation District, eight WMOs, and 15 cities and townships.

3. Funding. The budget for this pilot program over the two year period is \$255,000, about half of which is personnel cost and half is implementation cost. The bulk of the cost share funding from the five WMOS for the half-time position and supporting costs (\$198,000) will be contributed by allocations from the Watershed-Based Implementation Funding (WBIF). Hennepin County has agreed to contribute an additional \$33,000 plus the other half of the position salary and other personnel costs. Finally, the WMWA Coordinating Committee has identified \$24,000 in Special Projects funding budgeted by the four WMOs in 2022 and the next two years as potential contributions toward programming costs.

4. **Recommendation.** The agreements between the four WMWA WMOs specify that use of the Special Projects funding must be approved by all four of the participating WMOs. The Commission budgeted \$2,000 in 2022 for WMWA Special Projects, which was unspent, and \$2,000 again in 2023. It is Staff's recommendation that the Commission authorize WMWA to allocate the use of the 2022 and 2023 budgets for Special Projects to the Conservation Education and Implementation Partnership pilot program and agree to include \$2,000 again in the 2024 budget for this purpose.

Motion by Schoch, second by Orred to approve this recommendation. *Motion carried unanimously.*

Motion by Roach, second by Prasch to approve this recommendation. *Motion carried unanimously.*

B. The West Metro Water Alliance (WMWA) will meet via Zoom at 8:30 a.m., February 14, 2023.

C. Riegel announced a **Low Salt, No Salt Minnesota" Train the Trainer Event** is being held on Tuesday, January 31, 2023, from 9:00 – 10:30 a.m. in person at the Riley Purgatory Bluff Creek Watershed District office 8681 Lake Drive East, Chanhassen, MN. This training event is focused on city and watershed staff who are interested in implementing the program. Reservations are required. Additional training and outreach to a wider audience will be available in the future.

X. Communications.

A. Staff Report.

1. 252/94 project. MnDOT is in the early phases of planning for the reconstruction of Highways 252 and I-94 in Brooklyn Center, Brooklyn Park and north Minneapolis. MnDOT reports a high number of crashes, traffic congestion, significant barriers for pedestrians and bicyclists in the area, and deteriorating pavement conditions. Construction is anticipated to begin in 2026.

MnDOT has prepared a "draft scoping document" to outline what components of the construction project could affect the environment surrounding Hwy 252 and I-94. This includes the people, plants, animals, water, air, buildings and other structures in the area. MnDOT will follow the scoping document to then prepare an environmental impact statement (EIS) that outlines the potential project's impact to the surrounding area. This process will take several years due to the size and complexity of the project.

MnDOT plans to release the draft scoping document for informal agency comments from January 9 until mid-February and then host a meeting to discuss comments and MnDOT responses. Public comment on the scoping document is expected from March 14 through May 12, 2023. Preparation of the EIS will then follow. Commission Staff requests input from the Commissioners on the level of review de-



sired for the scoping document and EIS.

Mulla emphasized the importance of responding to any or all of the ten alternatives in the scoping document. He reminded the Commissioners that MnDOT is not an environmentally-focused agency; their primary focus is increasing traffic volume and reducing the time for users to reach their destinations. They do, however, want to know what issues are important to the reviewing agencies. Now is the time to review alternatives recommended for retention as well as those recommended for elimination from the EIS, make suggestions concerning the pros or cons of each alternative, and make comments regarding whether or not the Commission agrees or disagrees with the recommendations to include or eliminate each alternative. This should be a priority item at the February TAC meeting.

2. Blue Line Extension. Staff has been working with the Commission attorney and Met Council to update the project review contract. Commission review will likely exceed standard review time and fees, so a project-specific contract is necessary to cover the additional time and expenses.

3. Stantec work for member cities. At the request of Derek Asche, Stantec is updating the Gravel Mining Area HydroCAD model for the City of Maple Grove. At the request of Mitch Robinson, Stantec is conducting a hydraulic analysis for Twin Creek at Zane Ave (just north of Crystal Airport) for the City of Brooklyn Park.

4. WBIF Grants. Spector report that, just this morning, she received the executed grant agreements for both Shingle Creek and West Mississippi..

5. Legal Boundary Update. The Elm Creek WMO postponed action at their December meeting due to some last-minute questions. Staff answered those questions and approval was recommended and granted at their January 11, 2023, meeting. Similarly, staff anticipates Mississippi WMO approval at their January 10, 2023, meeting.

6. Palmer Creek Estates channel stabilization project. A project pre-construction meeting is scheduled for the week of January 17, 2023. The City of Plymouth will manage construction administration and observation, so the Stantec scope of work is complete.

7. Channel stabilization project planning. Staff are discussing how to proceed with preliminary design for two related Shingle Creek stabilization projects. Their initial thoughts are to propose two planning projects:

a. The reach from Monkey Falls (500 ft downstream of Noble), which is the downstream end of the Connections I project, to Xerxes within Brookdale Park. The entire corridor is under city ownership, and the City previously expressed interest in such a project. The planning work would include an assessment of what pollutant load is currently coming from this reach due to bank erosion and evaluating remeanders, back water pools, added woody debris etc. to lift the biological resource and have a planting plan that promotes pollinators and visual color improvements.

b. Similar to item a., above, but include Three Rivers Park and Recreation Department in the planning as well as the City of Brooklyn Park. In the reach Three Rivers is interested in, which is downstream of Xerxes Avenue headed toward Palmer Lake, there are only two areas under City ownership, but they could both be brought into the design concept to add the same improvements as in item a, with an added focus on fishing habitat and access since Three Rivers would handle that design and construction. Ed Matthiesen has been in touch with Three Rivers trail planner, Danny McCollough. They met on site in December, and the two agreed there is opportunity to increase fish habitat and access. McCollough noted his work is on hold until the Commission starts to plan for a stream stabilization and water quality project in this reach.

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B. December Communications Log.* No items required action.

XI. Other Business.

A. Responses to Solicitation of Interest Proposals for 2023-2024.* Six proposals were received – four from engineering firms, and one each from legal and administrative service providers. Following discussion:

В.

Motion by Wills, second by Schoch to retain the current providers: Stantec Consulting Services, Inc., technical services; Kennedy & Graven Chartered, legal services; and Judie Anderson's Secretarial Services, Inc., administrative services. *Motion carried unanimously*.

Motion by Roach, second by Mulla to retain the current providers: Stantec Consulting Services, Inc., technical services; Kennedy & Graven Chartered, legal services; and Judie Anderson's Secretarial Services, Inc., administrative services. *Motion carried unanimously*.

B. Representatives from the cities of Osseo, Plymouth, and Robbinsdale are reminded that their 3-year appointments are due for renewal at February 1, 2023.

C. Included in the meeting packet was a letter from the Minnesota Campaign Finance Board reminding the Commissioners of their need as public officials to recertify their **statements of economic interest** if they served in 2022. The website to provide this information in included in the letter. Failure to respond will result in the imposition of a potential civil penalty.

D. Election of officers will occur at the February meeting. Members are asked to inform Anderson of their willingness to serve in 2023.

XII. Adjournment. There being no further business before the Commissions, the joint meeting was adjourned at 2:31 p.m.

Respectfully submitted,

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Judie A. Anderson Recording Secretary JAA:tim

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Memo

То:	Shingle Cr	Shingle Creek/West Mississippi WMO Commissioners						
From:	Todd Sho Diane Spe Katie Kem	Todd Shoemaker, P.E. Diane Spector Katie Kemmitt						
Date:	February	February 3, 2023						
Subject:	Fourth Ge	neration Watershed Management Plan Public Hearing						
Recommended Commission Action		Discuss written comments and proposed responses. Hold public hearing and take any comments. By motions, authorize sending Plan to BWSR for approval.						

In accordance with Minnesota Statutes 103B.231, which sets out the watershed management plan process for Metro area Watershed Management Organizations (WMOs), the Commissions must hold a public hearing on the draft Fourth Generation Watershed Management Plan no sooner than 14 days following completion of the 60-Day review period, which ended January 14, 2023. The purpose of the hearing is to provide a forum for the public, government agencies, and member cities to provide comments on the goals, management strategies and work plan proposed for the ten year period 2023-2032.

The Commission submitted their Fourth Generation Watershed Management Plan to Metro State reviewing agencies in early November 2022. After the 60-day window, Stantec reviewed and compiled the received comments and provided recommended responses that are attached to this memo. Upon completion of the hearing a record of the hearing and all comments received and responses made must be forwarded to the Board of Water and Soil Resources (BWSR), which then has up to 90 days in which to consider approving the Plan. Once BWSR has approved the Plan, the Commission has 120 days in which to adopt it. The Commissions should plan to adopt the Plan at the May or June 2023 meeting.

The Commissions received comments from BWSR, Minnesota Department of Natural Resources (DNR), Minnesota Pollution Control Agency (MPCA), City of Minneapolis, Metropolitan Council, Minneapolis Parks and Recreation Board (MPRB), Hennepin County, and Bassett Creek WMO. Many comments were easily addressed. Some comments that were notable or received by more than one entity include:

- The plan is lengthy and technical. Can the plan sections be condensed to be more useful for those interested in the Plan?

Suggested response: The Commissions have developed a 1-page fact sheet that is on the website that will help distil the content. The Watershed Plan page on the website will also be updated once the plan is adopted to direct people to the correct place for the information they seek.

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- Maintenance roles of SCWMC, MPRB, and City of Minneapolis for Shingle Creek in Minneapolis should be clarified.

Suggested response: The SCWMC, as a joint powers organization, has no maintenance and ownership role in the Creek.

- Bassett Creek WMO commented that all figures should be updated with the new legal boundary.

Suggested response: The proposed new boundary is still under review and cannot be used in the Plan at this time.

Comments received that require further discussion:

1. BWSR and Metropolitan Council commented that Goal 1; "Manage surface water resources of the watershed to meet or exceed state standards." was not measurable enough and/or not reasonable to accomplish within the Plan timeline provided.

Stantec recommends the Commission respond by adding detail back into the goal from the Third Generation Plan of 10% improvement in water clarity of lakes over the previous 10 years.

2. Hennepin County suggested the text "Continue current Hennepin County jurisdiction over County Ditch #13." be changed to "Work with Hennepin County to identify the proper jurisdiction for Shingle Creek, where currently designated as County Ditch #13, that provides the most consistent support and protection for the resource." Hennepin County also mentioned they would be interested in pursuing ditch abandonment that would allow for authority to transfer to the Department of Natural Resources as a public watercourse.

Stantec recommends the Commission use the suggested text from Hennepin County to keep options for ditch jurisdiction open.

3. The City of Minneapolis asked if there was any interest in increasing the cost share cap in the next 10 years to account for inflation.

Stantec recommends the TAC and Commission keep this comment in mind for future discussion.

2



January 27, 2023

Metro State Reviewing Agencies Board of Water and Soil Resources Department of Agriculture Department of Health **Department of Natural Resources** Department of Transportation Metropolitan Council **Pollution Control Agency** Elm Creek Watershed Management commission Pioneer-Sarah Creek Watershed Management Commission Bassett Creek Watershed Management Commission Minnehaha Creek Watershed District Hennepin County Three Rivers Park District

VIA EMAIL

Ladies and Gentlemen:

Attached are the responses to the 60-day comments received by the Shingle Creek and West Mississippi Watershed Management Commissions on their draft Fourth Generation Watershed Management Plan. The Commissions will approve these responses during a public hearing on Thursday, February 9, 2023. The hearing will take place during the Commissions' regular meeting at 12:45 p.m. in the Aspen Room, at Plymouth Community Center, 14800 34th Avenue North, Plymouth, MN.

The Commissions look forward to working with their watershed partners as they implement their Fourth Generation Plan.

Regards, Anduson d, :

Judie A. Anderson Administrator JAA:tim Encls. cc: City of Minneapolis Minneapolis Park Board

VIA EMAIL

	Commenter	Section/Page Reference	Plan language	Comment	Recommended response
	Board of Water and Soil	-		We applaud the SCWM WMC and their recognition of the need to increase community	
1	Resources (BWSR)	Executive Summary		engagement with BIPOC and other underrepresented residents.	Thank you for your comment.
				Goal 1 Strategies state that the SCWM WMC will "Manage surface water resources of the	
	Board of Water and Soil	Section 4.2.1 Water Quality		watershed to meet or exceed state standards." If the goal stated is not reasonable to	The Commission will add back in the numeric goal for 10% improvement in water
2	Resources (BWSR)	and Ecological Integrity		accomplish within the Plan timeline, an interim 10-year goal should be provided.	clarity of lakes over the previous 10 years from the Third Generation Plan.
	Board of Water and Soil	Section 4.2.3 Education and		Goal 3 Strategies lack measurability and will therefore be difficult to evaluate progress.	The SCWM's annual Education & Outreach Plan with contain measurable goals
3	Resources (BWSR)	Engagement		Quantifiable outcomes or outputs should be included.	for that year based on current needs.
				BWSR thanks the SCWM WMC for their prioritization of addressing climate resiliency needs	
	Board of Water and Soil	Section 4.2.4 Climate		and the utilization of the Climate Resilience Working Group is strongly supported as a strategy	
4	Resources (BWSR)	Resiliency and Sustainability		to address it.	Thank you for your comment.
				We have reviewed the draft plan and find it well-written. We commend the Commission on	
				the significant accomplishments guided by the Third Generation Management Plan. We	
				appreciate the Shingle Creek Commission's initiative obtaining a DNR Conservation Partners	
	Minnesota Department			Legacy grant for vegetation improvements in Bass Lake. We are pleased to see within the draft	
	of Natural Resources			Plan the Commission's anticipated continued use of the HUC8 Hydrologic & Hydraulic model	
5	(DNR)	general comment		that was completed in 2021-2022.	Thank you for your comment.
				The MPCA appreciates the opportunity to participate and provide input throughout your Plan	
	Minnesota Pollution			development process. Overall, the Plan is very well written, concise, and thorough. We have	
6	Control Agency (MPCA)	general comment		no comments as part of the official 60-day Review and Comment Period.	Thank you for your comment.
7	City of Minneapolis	general comment		The SCWMD Watershed Management Plan calls for inclusion of equity and climate resilience. Please include a mechanism to evaluate these goals on all the SCWMC's actions as a result of the initial evaluation and investigation. It will be essential that these goals become part of all actions from the SCWMC and do not exist a separate actions only.	The SCWM will develop those mechanisms as part of the Commissions' role in the Hennepin County Climate Action Plan.
8	City of Minneapolis	general comment		This plan is very long for the average non-professional to review and provide meaningful input. How will further outreach condense this or make it more interactive so that people who are interested can more easily access the pieces they are interested in?	The Commissions have developed a brief, 1-page summary of the Plan that is currently on the Commission website to provide a quick, easy reference for those curious about the Plan but who do not want to read the entire document. The Commission will also be updating the webpage on the Watershed Management Plan once the final Plan is adopted. The webpage will provide a broad overview of the Plan and links to the Plan document and Appendices.
9	City of Minneapolis	general comment		Include discussion on how equity and climate change will be incorporated into the goals and into the SCWMC's actions in addition to the initial actions described in the plan.	Discussion with the public on equity and climate change will be incorporated into individual projects to receive the best and most relevant input.
10	City of Minneapolis	general comment		We encourage SCWMC to define the ownership and maintenance roles and responsibilities between SCWMC, MPRB, and the city for the Shingle Creek corridor through Minneapolis.	SCWMC as a joint powers organization have no maintenance and ownership role.
		Section 3.4 Assessment of 3rd			
		Gen Mgmt Plan Performance;		Is this supposed to say "inequalities" or "inequities"? Recommend	
11	City of Minneapolis	p. 3.12	Addressing environmental inequalities	changing to "inequities".	Text has been changed to "inequities".

				Add comments from Minneapolis public outreach. We conducted
				outreach events to two neighborhood associations (Folwell Park and
				Webber-Camden). Comments include:
				•Would like information on how the city's monetary contribution to the
				commission is being spont in the situ/noighborhoods
				•Consider focusing on obtaining grants to enhance equity measures in
				overburdened communities. Would prefer the money to be spent on
				projects and that the commission use the community to do the outreach.
				They would also like to know what part of projects can be managed or
				done by residents or can be done to save money, such as engagement by
				residents
				•There are any ironmentally facused and community angagement
				• There are environmentally focused and community engagement
				organizations in the area that could be involved in watershed work and
				who coordinate environmentally focused events such as a Clean Sweep in
				fall and spring and youth training.
				•There is a lack of understanding about the commission and stormwater
				needs in general that could be communicated better if meaningful input
				from residents is desired. This could include email blasts to neighborhood
				associations for seasonal needs (e.g., salt application early winter, or
				adopt a drain in the fall)
10				auopt a uran in the fail).
12	City of Minneapolis	Section 4.1; p. 26		•Residents are very concerned about chloride pollution.
			Minneapolis Flood Area 5 Water Quality	The city expects to conduct work in this area in the 2025-2026 time period, plea
13	City of Minneapolis	Table 4.8; p.4.23	Projects	funding year to then.
				The city is looking at stormwater projects along the Victory Memorial
				Parkway as part of or in lieu of pipe replacement needs. Could this project
				be included in the Implementation Program Stormwater BMP Projects
14	City of Minneapolis	Table 4.8; p.4.23	New Project	(expected 2030)?
		Section 4.1.1 Problem		The term "problem" seems like it might not fit the items under it. Are
15	City of Minneapolis	Assessment: Table $4.1 \cdot n = 4.1$	Table 4.1 - Problem beading	these "needs"?
15				
		Section 4.2.1 Water Quality		
4.0		Section 4.2.1 Water Quality		
10	City of Minneapolis	and Ecological Integrity; p. 4.3	Goal 1 Strategies	Correct bullets to be numbered 1.a-1.e instead of 3.a-3.e.
		Section 4.2.1 Water Quality		Expand wetland focus to include preserving and restoring other natural
17	City of Minneapolis	and Ecological Integrity; p. 4.3	Goal 1.e (listed as 3.e)	habitat and trees as well.
				Consider compensation, childcare, transportation, time, and other
		Section 4.3.3. Education &		accessibility options for engagement and input requested from vulnerable
18	City of Minneapolis	Outreach Program; p. 4.10		populations.
				Are there more specific strategies for incorporating equity principles? Can we in
				about the scope of a diversity, equity and inclusion proposal and the timeline fo
				incorporating into commission actions? The DEL proposal should include a defin
				incorporating into commission actions? The Del proposal should include a defini
				evaluate use of funds and major commission actions. It should include timelines
				completing the proposal and incorporating the results into commission actions
				year of the 4th Gen Plan. They can then become part of the commission's future
				reporting.
				The DEI proposal could include descriptions of the areas or communities who w
				in DEI focused work. Based on input from Minneapolis outreach, it would be he
				ways to employ hyperlocally focus grant funding on socially vulnerable commu
		Contian 4.2.2. Education 9		ways to employ hyperiocally, focus grant randing on socially valierable communications and funding to domenstrate DEL needs, and lowerage recourse
		Section 4.3.3. Education &		
19	City of Minneapolis	Outreach Program; p. 4.11		communities.
		Section 4.3.3. Education &		How will these goals address the areas that fell short of the Third
20	City of Minneapolis	Outreach Program; p. 4.11	Goal 3	Generation Expectations on p. 3.12?
				Add reporting mechanism for how funds are being spent in neighborhoods
		Section 4.3.3. Education &		or communities, including narrative on equity achieved through fund
21	City of Minneapolis	Outreach Program; p. 4.10		allocation.
	,,	4.3.4 TMDI		Can we include something about evaluating/reviewing/assessing
22	City of Minneapolis	Implementation: n 4 11		impairments without TMDLs?
22		implementation, p. 4.11		It would help to understand how the selected subwatershed assessment
		Section 4.2 E Other Activities		and foasibility areas correlate with other commission goals, such as water
22	City of Ming and I	a 4 12		and reasibility areas correlate with other continussion goals, such as water
23	City of Minneapolis	Ip. 4.12		Iquality and environmental equity.

	The suggested text has been added to Section 4.1
e move	Funding has been moved to 2025.
	The SCWMC would need to look at project specifics to understand whether the project addresses localized or regional flooding and if there is a water quality component.
	The term "problem" has been used to directly address the Metropolitan Water Management Rules (Ch. 8410).
	Numbering has been updated.
	Thank you for the comment. The WMC does not have authority to work on upland projects that do not have a water quality component. Projects must have a water quality component.
	Thank you for your comment.
d process to or the first decisions and be included ful to find ties, report es in the	We will consider this comment as appropriate. We will be working with the new shared Education & Outreach Coordinator to reach out to groups that we haven't been successful reaching in the past.
	As a joint powers organization, we rely on the communities to make those kinds
	All impairments with local responsibilities have a TMDL study.
	Those subwatershed assessments were submitted as priorities by member communities.

	Section 4.3.5 Other Activities;		What is the status of the assessments in this table? Have they been built,	The listed subwatershed assessments continue to inform implementation in the
4 City of Minneapolis	p. 4.12	Table 4.4	or are there still options identified that should be pursued or reported on?	watershed.
			It is good to see actions to evaluate water quantity and flooding. How will	The WMC submitted a resiliency modeling grant application to evaluate impacts
	Section 4.3.5 Other Activities;		the effects of climate change on water quality related to water resources	of precipitation changes. Larger impacts will be discussed as part of the Climate
5 City of Minneapolis	p. 4.12		impacts described in Section 4.2.4 be addressed?	Working Group under the Climate Action Plan.
City of Minneepolic	Section 4.3.6 Commission Seit-		Can the matrix include a qualitative assessment of the relative	Thank you for the comment. We will take it into consideration when we write
City of Minneapoils	Assessment; p. 4.15			annual reports.
	Section 4 3 7 Canital		Is there any interest in increasing the cost share can to account for	
7 City of Minneapolis	Improvement Program: 4.16-7	\$50,000 share cap	inflation of the past year and going into the next 10 years?	That is a good question. We will refer to the TAC for discussion on this topic.
City of minicapend			We ask that the Commissions reexamine the goal strategies under this section to ensure all	
			are measurable and specific. For example, Goal 1 3.c. states "Make progress toward achieving	
			the state standards in other lakes and streams in the watersheds". The Commissions could	
			strengthen this strategy by identifying how they will make progress to achieving these	
	Section 4.2 Management		standards, such as through best management practices, partnerships, and/or studies and	The Commission will add back in the numeric goal for 10% improvement in water
Metropolitan Council	Goals & Actions		assessments.	clarity of lakes over the previous 10 years from the Third Generation Plan.
			The Council supports and prioritizes interagency collaboration and the efficient use of public	
	Section 4.3 Captial		funds. The Council thanks the Commissions for their commitment to these policies through	
Metropolitan Council	Improvement Program		their participation in the West Metro Water Alliance.	Thank you for your comment.
			The Implementation Tables for both Commissions contain markers for New Projects, which	
Motropolitan Council	Section 4.3 Captial		lack information describing what the project is or funding amounts, we ask the commissions	"New Deciente" are placeholders for projects that are not to be determined
Metropolitari Council	Improvement Program		provide clarification on these items.	"New Projects" are placeholders for projects that are yet to-be-determined.
			Commissions prioritization and emphasis of climate changes impact on water resources, the	
			built environment and the incorporation of environmental justice in this work. We would also	
	Section 4.3 Captial		like to thank the Commissions for stating they will partner with the Council on its Climate	
Metropolitan Council	Improvement Program		Vulnerability Assessment.	Thank you for your comment.
				The Commissions have developed a brief, 1-page summary of the Plan that is
				currently on the Commission website to provide a quick, easy reference for those
				curious about the Plan but who do not want to read the entire document. The
			The plan is very detailed and technical. The fact sheet has good information but is very	Commission will also be updating the webpage on the Watershed Management
Minneapolis Parks &			general. Is there a way that the plan sections can be condensed to be more useful for a	Plan once the final Plan is adopted. The webpage will provide a broad overview of
Recreation Board	general comment		general but interested audience?	the Plan and links to the Plan document and Appendices.
n di su su alla Darka R			Maintenance roles for the Shingle Corridor through Minneapolis are unclear, it would be	
Minneapolis Parks &	research commont		helpful if SCWMC clarified maintenance roles and responsibilities between SCWMC, MPRB,	COMMC as a joint newers organization have no maintenance and ownership role
Recreation board	general comment		and Minneapoils.	SCWINC as a joint powers organization have no maintenance and ownership role.
			environmental education and Stormwater education within the Shingle Creek Watershed	
			MPRR also owns property along the creek, maintains and improves habitat, and engages in	
			projects that effect the Creek. MPRB uses an Ecological Systems Plan to guide work within the	
			park system to improve the ecosystem services and increase climate resiliency. MPRB also has	
			a CIP separate from the City of Minneapolis CIP ensuring project alignment will improve our	
Minneapolis Parks &			ability to partner on projects that meet our common goals of climate resiliency, improved	
Recreation Board	Section 3.2.2		ecological integrity, and equity.	Suggested text has been added.
			Is there a way for Commission Education and Outreach to include MPRB recreation centers	
			within the watershed or the Kroening Nature Center in North Mississippi park which is staffed	
			by naturalists? Commission outreach could reach a wider variety of park patrons using these	
			venues and for residents to better understand Commission Roles and projects within	
Minneapolis Parks &			Minneapolis. North Mississippi Park contains the mouth of Shingle Creek, a notable feature in	
Recreation Board	Section 3.3.1		the watershed.	We are happy to explore ways to partner on education and outreach initiatives.
			In addition to coordinating with DNP. MPCA and Cities, it may be useful to determine how to	
			In addition to coordinating with DNR, WPCA and Cities, it may be useful to determine now to increase coordination with MDPP as MDPP's CIP is constant from the City of Minneapolis CIP	
			This action could better streamline the ability to nartner and increase the value of projects in	
			the downstream end of the creek SCWMC and MPRB do not have a formalized avenue to	
			partner. Exploring the ability to, and different ways to partner between SCWMC, MPRB, and	We have met with the planner at MPRB. Adam Arvidson, about Shingle Creek
Minneapolis Parks &			Minneapolis would be useful to reach our common goals of a resiliency and improved	improvements in Minneapolis. We look forward to the opportunity to work
Recreation Board	Table 4.1		ecological condition of Shingle Creek in an equitable way.	together on the discussed project(s).

Minneapolis Parks & Recreation Board	Section 4.2.1		MPRB looks forward to working with SCWMC to reach water quality and ecological integrity goals in the 4th Generation Plan along with the MPRB goals in our Ecological Systems Plan.	Thank you for the comment.
Hennenin County	Section 3.2.2 Relationship to Other Agencies: p. 3.3		Suggest edits to HCEE services. Please revise 2nd paragraph to the following, then continue with 3rd sentence: "HCEE works with public partners, such as SCWMWMC and its member cities, to support natural and water resource management through better coordination of regulatory activities, resident outreach, and project implementation. HCEE also provides technical and financial support to public entities and private residents to reduce erosion and nutrient runoff from urban and rural properties. For example, Natural Resource Grants, including the Opportunity and Good Steward Grants, have been awarded to SCWMWMC and its residents for installations of rain gardens in Brooklyn Park at Autumn Ridge and Brook Gardens Apartments, along with regional BMPs to improve stormwater treatment at Becker Park in Crystal and River Park in Brooklyn Park, and around Lake Schmidt in Plymouth." Also, the next paragraph should refer to the 'Wetland Health Evaluation Program (WHEP)'.	Suggested edits have been made
Hennenin County	Section 4.2.2 Water Quantity, Groundwater, & Drainage; p.		Goal 2 Strategy 2.c states that the SCWMC wishes to continue Hennepin County jurisdiction over County Ditch #13. As noted in the CWMP text, The ditch authority was designated when the ditch was dug and established as an agricultural ditch in 1910. As no agricultural parcels remain in the Shingle Creek Watershed, and have been absent for several decades, this designation is increasingly unsuitable. Hennepin County prefers transfer or abandonment of these ditches and would like to work with SCWMC and its member cities to find a more suitable designation for this watercourse. We propose the following text changes to that strategy: (1) "Work with Hennepin County to identify the proper jurisdiction for Shingle Creek, where currently designated as County Ditch #13, that provides the most consistent support and protection for the resource." With regards to the text on page 4.4, regarding transfer authority, Hennepin County would also be interested in pursuing abandonment that would allow for authority to transfer to the Department of Natural Resources as a public watercourse	The suggested edits to Strategy 2 c, and text on page 4.4 have been made
Hennenin County	Section 4.2.4 Climate Resiliency and Sustainability;		Textual edit in first sentence of first paragraph: 'actors' should be 'factors' and in last sentence	Suggested edit has been made
Hennepin County	Section 4.3.3 2023-2032 Education & Outreach Program; p. 4.10		First sentence of second paragraph, please revise the years to '2023-2024' as the coordinator is expected to be hired early this year. Please also note in the text that, although we intend to hire a full-time staff member, just ½ of their role with be dedicated to this initiative.	Suggested edits have been made. Added text descirbing that the coordinator will dedicate half of their time to Watershed Education and Outreach.
Bassett Creek Watershed Management Commission	general comment		The BCWMC collaborated with the Shingle Creek WMC to update their shared legal boundary along the southern border of the Shingle Creek Watershed. Updates to the legal boundary were finalized in December 2022, so we understand the final maps were not available when the Plan was submitted for 60-day review. As a result, the maps included in the main text of the Plan and Appendix B - Inventory and Condition Assessment do not reflect the recently updated boundary. We recommend updating the maps to show the new legal boundary prior to Plan adoptions.	We have added a note to the Executive Summary that all maps in the Plan will not be the most up-to-date boundary at the time of Plan adoption. The proposed new boundary is still under review and therefore cannot be used in the Plan at this time.
Bassett Creek Watershed Management Commission	Section 4.3.2	"As part of the planning process, the watersheds partnered with Bassett Creek WMO to learn and start a conversation about environmental injustice, how other organizations are increasing their outreach to underserved communities, and how to begin building relationships and work toward more equitable environmental outcomes.:	The BCWMC appreciates the work of the SCWM WMC in collaborating to host a workship in April 2022 focusing on diversity, equity, and incusion in watershed management. We are pleased to see this and future efforts referenced in the Plan.	Thank you for your comment.
Bassett Creek Watershed Management Commission	Appendix Section E.4	"A southerly tier of subcatchments flows through storm sewer and a series of ponds to Lower Twin Lake. Under certain conditions the pond system is outletted by pump south to the Bassett Creek watershed."	The BCWMC appreciates the identification of potential discharge across WMO boundaries. Prior to Plan adoption, we request confirmation and more information about this drainage system, and under what conditions flows are directed to Bassett Creek watershed. If this discharge is confirmed, it will require approval by the BCWMC, as we have no record of approving it. If this cannot be clarified and approved prior to Plan adoption, we request revising the statement to clarify the conditions under which pumping occurs (e.g., water level above a specified elevation) and that BCWMC approval will be required.	The Commission confirmed with the City of Crystal that this drainage system no longer pumps to Bassett Creek Watershed. Text in the Plan has been updated to reflect this.

WEST MISSISSIPPI WATERSHED MANAGEMENT COMMISSION

PROJECT REVIEW WM2022-06: Gateway Regional Park

Owner: Matt Swenson

- **<u>Company</u>:** Three Rivers Park District
- Address: 3000 Xenium Ln N Plymouth, MN 55441
- Engineer:Tim OlsonCompany:Bolton and MenkAddress:111 Washington Ave, Suite 650 Minneapolis, MN 55401
- Phone:651-724-0404Email:timothy.olson@bolton-menk.com
- **Purpose:** Construction of a visitors' center, sidewalks, trails, and parking lots on 160 acres.
- **Location:** East and west of West River Road, north of 95th Avenue North (Figure 1).
- **Exhibits:** 1. Project review application and project review fee of \$2800, not dated, received 11/28/22.
 - 2. Site plan, preliminary plat, grading (Figure 2), utility, erosion control, and landscaping plans, by WSB, dated 01/02/23, received 01/23/23.
 - 3. Hydrologic calculations, by Bolton and Menk, dated 01/23/23 received 01/23/23.
 - 4. No Rise Certification, by Bolton and Menk, dated 11/21/22, received 11/21/22
 - 5. Mississippi Gateway Regional Park Wetland Replacement Plan, by WSB and Associates, dated 11/22/22, received 1/3/23.
- **Findings:** 1. The proposed project is the redevelopment of the Gateway Regional Park. The site is 160 acres. Following development, the site will be 4 percent impervious with 6.8 acres of impervious surface, an increase of 4.4 acres.
 - 2. The complete project application was received on 11/28/22. The applicant requested a 60-day review extension. To comply with the 60-day review requirement, the Commission must approve or deny this project no later than the 3/9/23 meeting. Sixty calendar-days expires on 3/28/23.
 - 3. Commission rules require the site to abstract 1.1 inches of runoff from newand reconstructed impervious area within 48 hours. The new impervious area on this site is 6.8 acres, requiring the infiltration of 27,152 cubic feet within 48 hours. The applicant proposes to construct eight raingardens with the capacity to infiltrate 36,485 cubic feet within 48 hours. The applicant meets Commission volume control requirements.

4. To comply with the Commission's water quality treatment requirement, the site must provide treatment so there is no net increase in TP or TSS from pre- to post-development land cover. This standard can be met if the infiltration requirement is met.

The applicant has met the infiltration requirement. The applicant meets Commission water quality treatment requirements.

5. Commission rules require that site runoff is limited to predevelopment rates for the 2-, 10-, and 100-year, 24-hour, and 100-year, 10-day critical storm event. Runoff from the site is routed through eight rain gardens. The applicant meets Commission rate control requirements (Table 1).

Drainage Area	2-yr, 24-hr		10-yr, 24- hr		100-yr, 24- hr		100-yr, 10- day			
	Pre-	Post-	Pre-	Post-	Pre-	Post-	Pre-	Post-		
01	25	21	56	53	158	153	2.8	2.7		
04	6.8	0.8	6.8	4.1	16	16	4.2	3.9		
05	3.4	2.6	11	8.8	29	20	5.7	4.4		

Table 1. Runoff from site (cfs).

- 6. The erosion control plan includes a rock construction entrance, perimeter silt fence/biolog, rip rap at outlets, inlet protection, slope checks, and native seed specified on the basin slopes. The erosion control plan meets Commission requirements.
- 7. The National Wetlands Inventory identifies wetlands in the west and southeast portion of the site. WMWMC is LGU for WCA administration. 0.1 acres of fill are planned in the wetland located on the west side of the site. A replacement plan has been approved by the Commission. The applicant meets Commission wetland and buffer requirements.
- 8. The wetland located in the southeast area of the site is a DNR Public Water. The proposed project is not anticipated to negatively impact the wetland or its Aquatic Consumption/Aquatic Recreation status. The applicant meets Commission Public Waters requirements.
- 9. Cut and fill is proposed in the floodplain, but there is a net increase in floodplain storage. Additionally, the applicant submitted a HEC-RAS model to demonstrate no change to the floodplain high water level, restricted flow, or aggravated flooding on other land. The low floor elevations of the buildings (829.00 for the Visitors Center and 849.3 for Building the Maintenance Facility) are at least two feet higher than the FEMA 100-year flood elevation of 827 feet. The applicant meets Commission floodplain requirements.



- 10. The site is located in a Drinking Water Supply Management Area but is outside of the Emergency Response Area. Therefore, infiltration is permitted, but infiltrated water must first filter through 1 foot of soil, the top four inches of which are amended topsoil, and the bottom 8 inches of which are tilled. The applicant proposes to infiltrate through 24 inches of MN Stormwater Manual Mix E (80/20 sand/compost mix). The applicant meets Commission drinking water protection requirements.
- 11. City staff reports that the public notice requirement has been met through past presentations to the City Council presentation as well as continued outreach from Three Rivers Park District and the City (City newsletter and updates on the project website).
- 12. A draft Operations & Maintenance (O&M) agreement between Three Rivers Park District and the City of Brooklyn Park was provided.
- 13. A Project Review Fee of \$2800 has been received.

<u>Recommendation</u>: Approve subject to the following conditions:

- 1. Execute the O&M agreement between Three Rivers Park District and the City of Brooklyn Park for all stormwater facilities on the project site.
- 2. Demonstrate by double ring infiltrometer or witness test that the site can meet the design infiltration rate of:
 - a. 0.8 inches/hour for raingardens 1,2,7, & 8
 - b. 0.45 inches/hour for raingardens 3-6, & 9.

Stantec Inc. Engineers for the Commission

Todd Shoemaker, P.E.

2/2/23











Figure 2. Site grading plan.

WEST MISSISSIPPI WATERSHED MANAGEMENT COMMISSION

PROJECT REVIEW WM2022-07: 610 Zane 3rd Addition (Speculative Industrial Buildings)

<u>Owner</u> : <u>Company</u> : Address:	Dan Rya 533	Dan Mueller Ryan Companies 533 South Third Street, Suite 100, Minneapolis, MN 55415							
<u>Engineer</u> : <u>Company</u> : <u>Address</u> :	Zac Rya 533	Zack Johnston Ryan Companies 533 South Third Street, Suite 100, Minneapolis, MN 55415							
<u>Phone</u> : <u>Email</u> :	612 zacł	612-492-4281 zachary.johnston@ryancompanies.com							
<u>Purpose</u> :	Con	Construction of two industrial buildings and parking on 19.7 acres.							
<u>Location</u> :	610	610 Zane Avenue Brooklyn Park, MN 55443 (Figure 1).							
<u>Exhibits</u> :	1.	Project review application and project review fee of \$2500, dated 12/28/22, received 12/30/22.							
	2.	Site plan, preliminary plat, grading (Figure 2), utility, erosion control, and landscaping plans dated 1/19/23, received 1/20/23.							
	3.	Hydrologic calculations, by Ryan Companies, dated 12/29/22, received 12/29/222.							
	4.	Roof Drainage Delineation Exhibit, by Ryan Companies, dated 1/13/23, received 1/20/23.							
	5.	Seed Mix List, by Ryan Companies, no date, received 1/20/23.							
<u>Findings</u> :	1.	The proposed project is the construction of two office/warehouse buildings and surrounding parking. The site is 19.7 acres. Following development, the site will be 62 percent impervious with 13.61 acres of impervious surface, an increase of 13.61 acres. This project (Speculative Industrial Buildings) is the 3 rd Addition of the larger 98-acre 610 Zane site.							
	2.	The complete project application was received on 12/30/22. To comply with the 60-day review requirement, the Commission must approve or deny this project no later than the 2/9/23 meeting. Sixty calendar-days							

expires on 2/28/23.

WM2022-07: 610 Zane

- 3. Commission rules require the site to infiltrate 1.1 inches of runoff from new impervious and reconstructed impervious area within 48 hours. Two existing infiltration basins, as part of regional treatment, are proposed to be expanded on site to treat on- and offsite impervious (94th Ave. and future development). The impervious areas are:
 - a. The onsite new and reconstructed impervious is 592,900 ft².
 - b. The offsite existing (94th Avenue) and anticipated future impervious is 322,800 ft².
 - c. The Western Infiltration Basin receives runoff from onsite impervious.
 - d. The Eastern Infiltration Basin receives runoff from onsite impervious, 94th Avenue, and a 3.7-acre future development (87% impervious).
 - e. Volume retention required: 915,700 ft² x 1.1 inches x 1 ft/12 inches = 83,940 ft³

The applicant meets Commission volume control requirements.

Volume Retention Required	Volume Retention BMP Required		1.1- inch Runoff	2.5- inch Runoff
	Western Infiltration Basin	50,730	40,900	92,900
83,930	Eastern Infiltration Basin	160,600	42,690	97,000
	Total	189,900		

Table 1. Proposed volume retention through infiltration (ft³).

4. To comply with the Commission's water quality treatment requirement, the site must provide treatment so there is no net increase in TP or TSS from pre- to post-development land cover. Meeting the infiltration requirement is considered sufficient to provide a similar level of treatment.

The applicant has met the infiltration requirement. The applicant meets Commission water quality treatment requirements.

5. Commission rules require that site runoff is limited to predevelopment rates for the 2-, 10-, and 100-year, 24-hour, and 100-year, 10-day critical storm event. Runoff from onsite, 94th Avenue, and the future development to the southeast are routed to two infiltration basins. The applicant meets Commission rate control requirements (Table 1).

Drainage Area	2-year event		10-year event		100-year event		100-year (10-day) event	
	Pre-	Post-	Pre-	Post-	Pre-	Post-	Pre-	Post-
Hampshire Ave	0.85	0.70	4.8	1.6	20	15	6.7	1.1
Zane Ave	2.9	2.0	9.6	3.1	39	20	11	1.8

Table 2. Runoff from 98-acre 610 Zane site(cfs).

6. The erosion control plan includes a rock construction entrance, perimeter silt fence/biolog, inlet protection, rip rap at inlets, slope checks, silt fence surrounding infiltration basins, and native seed specified on the pond slopes. The erosion control plan meets Commission requirements.

page 26

- 7. The National Wetlands Inventory does not identify any wetlands on site. The applicant meets Commission wetland requirements.
- 8. There are no Public Waters on this site. The applicant meets Commission Public Waters requirements.
- 9. There is no FEMA-regulated floodplain on this site. The low floor elevations of the buildings (874') are at least two feet higher than the high-water elevation of the infiltration basins (871') according to Atlas 14 precipitation. The applicant meets Commission floodplain requirements.
- 10. The site is located in a Drinking Water Supply Management Area but is outside of the Emergency Response Area. Therefore, infiltration is permitted, but infiltrated water must first filter through one foot of soil, the top four inches of which are amended topsoil, and the bottom eight inches of which are tilled. The applicant proposes to infiltrate through the above media specification. The applicant meets Commission drinking water protection requirements.
- 11. A public hearing on the project will be conducted on 2/8/2023 as part of Planning Commission and City Council review of this project, meeting Commission public notice requirements.
- 12. A draft Operations & Maintenance (O&M) agreement between the applicant and the City of Brooklyn Park was not provided.
- 13. A Project Review Fee of \$2500 has been received.

<u>Recommendation</u>: Recommend approval subject to the following conditions:

- 1. Provide a complete O&M agreement between the applicant and the City of Brooklyn Park for all stormwater facilities on the project site.
- 2. After construction, submit double ring infiltrometer or witness test results to verify the design infiltration rate of 0.8 inches/hour for basins A4 and D1.
- 3. Provide a confirmation the public hearing occurred on 2/8/2023.

Stantec Inc. Engineers for the Commission

Todd Shoemaker, P.E.

1/23/2023



WM2022-07: 610 Zane

Figure 1. Site location.





WM2022-07: 610 Zane

Figure 2. Site grading plan.





WEST MISSISSIPPI WATERSHED MANAGEMENT COMMISSION

PROJECT REVIEW WM2023-01: Range USA

<u>Owner</u> : <u>Company</u> : <u>Address</u> :	Chri Prim 110	Chris Neill Primax Properties LLC 1100 E Morehead Street Charlotte, NC 28204						
<u>Engineer</u> : <u>Company</u> : <u>Address</u> : <u>Phone</u> : <u>Email</u> :	Jose Sam 128 763 jbai	Joseph Bailey Sambatek, Inc. 12800 Whitewater Drive, Suite 300, Minnetonka, MN 55343 763-746-1606 jbailey@sambatek.com						
Purpose:	Con	Construction of 15,000 ft ² building and parking on 4.87 acres.						
<u>Location</u> :	948	9489 Winnetka Ave N Brooklyn Park, MN 55445 (Figure 1).						
<u>Exhibits</u> :	1.	Project review application and project review fee of \$2500, dated 12/28/22, received 1/19/23.						
	2.	Site plan, preliminary plat, grading (Figure 2), utility, erosion control, and landscaping plans dated 2/01/23, received 2/1/23.						
	3.	Hydrologic calculations by Ryan Companies, dated 2/01/23, received 2/01/2023.						
<u>Findings</u> :	1.	The proposed project is the construction of a $15,000$ ft ² building and surrounding parking. The site is 4.87 acres. Following development, the site will be 36 percent impervious with 1.73 acres of impervious surface, an increase of 1.73 acres. This project (Range USA) is the 3 rd Addition of the larger 36-acre North Cross Business Park Site.						
	2.	The complete project application was received on 1/19/2023. To comply with the 60-day review requirement, the Commission must approve or deny this project no later than the 3/9/23 meeting. Sixty calendar-days expires on 3/20/23.						
	3.	Commission rules require the site to infiltrate 1.1 inches of runoff from new impervious and reconstructed impervious area within 48 hours. An existing infiltration basin was previously constructed, as part of a regional treatment system, to provide 217,696 ft ³ of treatment for an assumed 612,300 ft ² of impervious area under the 1" abstraction rule. 465,400 ft ² of the 612,300 ft ² has been constructed since the 2014 approval. Table 1 shows the impervious area and required retention volume for the 2014 development under the 1-inch rule and the						

Site (Year constructed)	Abstraction Rule	Total Development Impervious (ft ²)	Constructed Impervious Area (ft ²)	Volume Retention Required (ft ³)
Cross Business Center (2014)	1-inch	612,300	465,400	51,025
Range USA (Present)	1.1-inch		75,500	6,921
Total	N/A	612,300	540,900	57,946

Table 1. Abstraction Requirements Summary

proposed development under the 1.1-inch rule:

Total Impervious Area (ft²)	ВМР	Volume Retention Provided (ft ³)	1-inch Runoff (ft ³)	1.1-inch Runoff (ft ³)	2.5-inch Runoff (ft ³)
540,900	Northern Infiltration Basin	217,696	45,075	49,583	112,688
	Total		112,6	88	

The applicant meets Commission volume control requirements (Table 2).

Table 2 Proposed volume retention through infiltration (ft³)

4. To comply with the Commission's water quality treatment requirement, the site must provide treatment so there is no net increase in TP or TSS from pre- to post-development land cover. Meeting the infiltration requirement is considered sufficient to provide a similar level of treatment.

The applicant has met the infiltration requirement. The applicant meets Commission water quality treatment requirements.

5. Commission rules require that site runoff is limited to predevelopment rates for the 2-, 10-, and 100-year, 24-hour, and 100-year, 10-day critical storm event. Runoff from the site is routed to a large infiltration basin. The applicant meets Commission rate control requirements. (Table 1).

Drainage Area	2-y ev	/ear ent	10- ev	year ent	100- ev	•year ent	100-year (10-day) event	
	Pre-	Post-	Pre-	Post-	Pre-	Post-	Pre-	Post-
MNDOT ROW	16.3	6.3	35.6	12.4	82.2	72.4	15	2.1

Table 3. Runoff from Range (cfs).

- 6. The erosion control plan includes a rock construction entrance, perimeter silt fence/biolog, inlet protection, rip rap at inlets, and native seeding. The erosion control plan meets Commission requirements.
- 7. The National Wetlands Inventory does not identify any wetlands on site. The applicant meets Commission wetland requirements.
- 8. There are no Public Waters on this site. The applicant meets Commission Public Waters requirements.
- 9. There is no FEMA-regulated floodplain on this site. The low floor elevations of the buildings (883') are at least two feet higher than the high-water elevation of the infiltration basins (880') according to Atlas 14 precipitation. The applicant meets Commission floodplain requirements.
- 10. The site is in a Drinking Water Supply Management Area but is outside of the Emergency Response Area. Therefore, infiltration is permitted, and the infiltration basin was previously approved under WM2014-06.

WM2023-01: Range USA

The applicant meets Commission drinking water protection requirements.

- 11. A public hearing on the project was conducted on 1/11/2023 as part of Planning Commission and City Council review of this project, meeting Commission public notice requirements.
- 12. A draft Operations & Maintenance (O&M) agreement between the applicant and the City of Brooklyn Park was provided during the 2014 submittal (WM2014-06: North Cross Business Park).
- 13. A Project Review Fee of \$2500 has been received.

Recommendation: Recommend approval subject to the following conditions:

1. After construction, submit double ring infiltrometer or witness test results to verify the design infiltration rate of 1.6 inches/hour for Northern basin (8P).

Stantec Inc. Engineers for the Commission

Todd Shoemaker, P.E.

2/2/2023



WM2023-01: Range USA Figure 1. Site location.





WM2023-01: Range USA Figure 2. Site grading plan.





Minnesota Board of Water and Soil Resources Wetland Conservation Act 2022 Annual Reporting Form For reporting WCA activities during calendar year 2022

ose the tab key to havigate between helds.					
Local Government Unit (LGU):	Organization Type:	County (or Counties if WMO)			
Shingle Creek WMC	WMO	Hennepin			
Name of Person Completing Report:	Title:	Contact Phone #:			
Tony Kaster	Senior Environmental	612-297-8654			
Scientist					
Your Employer Name (if submitting report on behalf of an LGU): Stantec					

Use the tab key to navigate between fields.

Does your LGU receive WCA funding from the Natural Resources Block Grant? No

NOTE: Completion of this report is <u>required</u> for all WCA LGUs. It must be received at WCA_Reporting@state.mn.us on or before <u>February 3, 2023</u>. See the accompanying instructions for details.

- 1. Number of landowner contacts in which wetland-related technical assistance was provided during the calendar year: 0 (*Please provide your best estimate.*)
- 2. Number of applications/requests that were:

Type of Application:	# Approved	# Denied	# Withdrawn
A. Boundary or Type	0	0	0
B. No-Loss	2	0	0
C. Exemption	0	0	0
D. Sequencing	0	0	0
E. Replacement Plan*	1	0	0

*<u>Do not include local road authority notifications</u> for projects that qualify for replacement under the BWSR Local Government Roads Wetland Replacement Program according to MN Rule 8420.0544.

Total number of approved exemptions (C) should match total in # 3 below. Total number of approved replacement plans (E) should match total in #4 below.

3. Number of exemptions approved and square feet of wetland impact for each category from MN Rule <u>8420.0420</u> (provide best estimate for impacts that are not easily quantified):

Type of Exemption:	Number of Approved Exemptions	Sq. Ft. of Wetland Permanently Impacted
Subp. 2. Agricultural Activities	0	0.00
Subp. 3. Drainage	0	0.00
Subp. 4. Federal approvals	0	0.00
Subp. 5. Restored wetlands	0	0.00
Subp. 6. Utilities	0	0.00
Subp. 7. Forestry	0	0.00
Subp. 8. De minimis	0	0.00
Subp. 9. Wildlife habitat	0	0.00
Subp. 2g. Agricultural wetland bank exemption*	0	0.00

*See WCA reporting instructions.

4. Number of replacement plans **approved** that replace impacts by the following methods:

A.	Wetland Banking:	1
В.	Project-Specific Replacement:	0
C.	Combination of Wetland Banking and Project-Specific Replacement:	0

- 5. Square feet of wetland to be **impacted** via an approved replacement plan: **0 sq ft***
- 6. For approved replacement plans, enter for <u>project-specific replacement only</u>* in square feet and corresponding <u>credit amounts as approved in the following categories from MN Rule 8420.0526:</u>

	Square	Repl.	
Action Eligible for Credit:	Feet	Credit	
Subp. 2. Upland buffer areas.	0	0.00	
Subp. 3. Restoration of completely drained or filled wetland areas.	0	0.00	
Subp. 4. Restoration of partially drained or filled wetland areas.	0	0.00	
Subp. 5. Vegetative restoration of farmed wetlands.	0	0.00	
Subp. 6. Protection of wetlands previously restored via conservation easements.	0	0.00	
Subp. 7. Wetland creations.	0	0.00	
Subp. 8. Restoration and protection of exceptional natural resource value.	0	0.00	
Subp. 9. Preservation of wetlands	0	0.00	
*For question 6, report project specific conferences only. Replacement via harding is a set		N/ 1 11	-

*For question 6, report project-specific replacement only. Replacement via banking is accounted for via BWSR's banking database.

For project-specific replacement wetlands, enter the number of each completed or received:

A. Construction	B. Corrective Actions	C. Monitoring Reports	D. Findings of Satisfactory
Sites Inspected	Ordered	Received	Replacement
0	0	0	0

- 8. Number of **potential WCA violation sites** investigated: 0
- 9. Number of **enforcement actions** that were taken under local ordinances and/or that did not result in DNRissued cease and desist, restoration, or replacement orders (including informal resolution of violations): 0
- 10. Number of **local appeals** heard: 0
- 11. Optional: Please provide information regarding unusual circumstances, time spent on enforcement or major violations, banking application reviews, known exempt activity for which a formal decision was not made, additional detail or clarification of above data, or any other information or comments you would like to share. *Note that the Replacement Plan and one of the No Loss applications were extensions of a decision originally issued in 2017. Wetland credits were purchased and withdrawn at that time so the wetland impact area for this project was not included in the 2022 report.

A Boundary and Type application was received for a project that was located in both Shingle Creek WMC and West Mississippi WMC. Review was coordinated, but for clarity a decision was only issued by West Mississippi.
Minnesota Board of Water and Soil Resources Wetland Conservation Act 2022 Annual Reporting - Instructions

Requirement

Annual reporting of Wetland Conservation Act (WCA) implementation activities is required for <u>all</u> of Minnesota's WCA local government units (LGUs) in accordance with MN Rule <u>8420.0200</u>, <u>Subp. 2</u>, <u>Item I</u>. This reporting requirement applies regardless of whether or not the LGU obtains any WCA funding from BWSR.

Important Submittal Instructions

<u>If you are a County entity (such as an SWCD, County Environmental Services, Planning Dept., etc.)</u> and serve as LGU or otherwise represent the County and other specific cities/townships in the County, then you need only complete *one form* for all activities covering all of the entities you represent. Just put the name of your entity in the LGU box and do not list the entities you are reporting for. We will assume that you are reporting for all entities you are identified as representing in the <u>BWSR LGU Directory</u>.

If you are a consultant representing more than one LGU, then you must complete a separate form for each LGU you represent.

<u>If you are a watershed district (WD) or watershed management organization (WMO)</u>, you can submit one form for your entire WD/WMO. If there are cities/townships within your WD/WMO that are their own LGU, they will be responsible for submitting their own separate form and you should not include their activities in your reporting form.

<u>If you are a City or Township</u> that has some, but not all, areas within a WD/WMO in which the WD/WMO is the LGU for those areas, then you should submit a form for only those activities that occurred within your city/township but outside of the WD/WMO.

If you are expecting another entity to report on your behalf, confirm with that entity that they are reporting on your behalf and ask for a copy of their reporting form to document compliance with WCA rule.

- 1) Complete and save the form to your computer/network (<u>do not</u> convert to .pdf or other format). Retain the form for future reference or needed corrections.
- 2) E-mail the completed form to WCA_Reporting@state.mn.us to be received by BWSR no later than <u>February 3, 2023</u>. The "sent" date of the e-mail will be used to track the date of receipt. <u>Use your LGU name as the subject line of the</u> <u>e-mail.</u> Note: Only send completed reporting forms to this address. Do not direct questions or other correspondence to this email address, instead contact your <u>BWSR Wetland Specialist</u>.
- 3) Your Wetland Specialist will review the data and may contact you with questions or possible corrections.

Relationship to Natural Resources Block Grant (NRBG)

Completion and submittal of this form is required of <u>all LGUs</u> regardless of whether or not NRBG funding is provided. However, it is also a condition of the grant for those LGUs who receive NRBG funding. <u>LGUs who fail to submit the form</u> <u>will not receive NRBG grant funds</u>. For those local governments that receive NRBG WCA funding and distribute it to multiple LGUs, each LGU for which NRBG WCA funds have been transferred should be listed in the NRBG eLINK report. The local government must also ensure that WCA activity reporting for each LGU for which NRBG WCA funds have been transferred is completed according to the instructions above.

Timeframe and Context

In general, the data provided should be based on WCA activities for which the LGU has issued a final decision, application withdrawn, or issue resolved during the **2022 calendar year** (see question 1 guidance for exception). The approved activities need not have been implemented in order to be reported. Projects still under review but not

3

approved by the LGU at the end of the calendar year should not be reported until the year in which a decision has been made or they are otherwise resolved.

Question-Specific Guidance

The following guidance items are numbered to correspond to the numbered items in the reporting form:

- The purpose of this question is to gather information on LGU workload. Landowner is a general term meant to
 include agents, consultants, and developers that are proposing or contemplating projects regardless of their legal
 ownership of the land. In addition to landowners for which WCA applications were processed during the calendar
 year, LGUs should report the number of landowner contacts for which they answered questions related to wetlands
 or WCA, provided preliminary review of projects potentially affecting wetlands, provided advice on wetland
 boundaries or exemption applicability, or other landowner consultation related to WCA or wetland. Meeting with
 one landowner four times on the same project would count as four landowner contacts for the purpose of
 answering this question. <u>Newsletters or other such general correspondence do not constitute technical assistance
 provided to a landowner.</u> Please provide your best estimate.
- 2. For purposes of this question, "withdrawn" means that the applicant has submitted an application but withdrew it prior to the LGU making a decision.

Replacement plans (Item 2E) <u>do not</u> include local road authority notifications for projects that qualify for replacement under the BWSR Local Government Roads Wetland Replacement Program (road program) according to <u>MN Rule 8420.0544</u>. These notifications are reported separately and accounted for in BWSR's road program tracking database. However, non-qualifying road projects completed under a replacement plan (or a combination of banking/project-specific and the BWSR road program) should be reported here.

3. The purpose of this question is to gather data on the amount of wetland lost due to approved exemptions and the frequency of exemption use. The exemptions are organized consistent with the WCA rule order. LGUs should only report exempt impacts for which a decision has been made to approve the exempt impacts. Known wetland impacts due to exemptions for which the LGU has not formally made a decision can be reported under question 11. Report impacts in square feet.

Please note the addition of Subp. 2G Agricultural wetland bank exemption. This exemption has been separated from the others because the impacts are being replaced, and not permanently lost. Regardless, the amount of wetland impacted under this exemption should be reported.

The number of Exemptions

Exemptions under question 3.

Approved (question 2C) should equal the Total

Number of Approved

LGUs should only report the square feet of wetland *permanently lost* due to exempt activity. For example, true drainage maintenance in accordance with <u>MN Rule 8420.0420</u>, <u>Subpart 3</u>, <u>Item B</u> generally does not require

reporting. Reporting temporary impacts each time the ditch or tile is maintained can lead to multiple reporting of impacts to the same square feet over time, which is misleading and skews the resulting data. However, exempt wetland impacts due to new ditches or tile lines, existing drainage that has been improved, or deposition of spoil in wetland areas beyond the existing square feet of deposition must be reported. Wetlands drained under Item C of the drainage exemption will almost always require reporting.

Check your work to ensure it is correct – the total number of approved exemptions in #3 should equal the sum of approved exemptions in #2. The only exception is when a true drainage maintenance project is not reported in question #3 per the above paragraph.

4. Item A is NOT referring to wetland banking applications, but rather replacement plans that utilize bank credits for replacement. Check your work - the sum of A+B+C should equal the number of replacement plans approved under question #2E.

- 5. The purpose of this question is to collect data on the quantity of wetland in square feet lost under approved replacement plans. LGUs should sum the number of square feet of approved wetland impact (drainage, fill, or regulated excavation) that require replacement. Report total wetland impacts in square feet. Do not include square feet of wetland impact that do not require replacement by WCA (such as exempt or no-loss activities).
- 6. Report the total square feet of replacement and the corresponding number of approved credits, remember acres do not always equal credits, associated with each action eligible for credit in <u>MN Rule 8420.0526</u> (the actions are organized consistent with the WCA rule order). This item pertains to project specific replacement under approved replacement plans only do not report credit approved under a banking plan or a replacement plan using banking credits.

<u>Example</u>: If an application was approved to restore a 435,600 sq. ft. *(10-acres)* of partially drained wetland at 50% credit, and 348,480 sq. ft. *(8 acres)* of upland buffer at 25% credit, the LGU would report the following:

- 1) 435,600 sq. ft. (10 acres) under the "square feet" column, and since it is at 50% credit (10*.0.5) = 5 credits under the "Repl. Credit" column for restoration of partially drained or filled wetland areas, and
- 2) <u>348,480 sq</u>. ft. (*8 acres*) under the "square feet" column, and since it is at 25% credit (*8*0.25*) = 2 credits under the "Repl. Credit" column for *upland buffer areas*.
- 7. The purpose of this question is to gather data on replacement monitoring compliance and track LGU oversight of replacement plan projects. Note that "construction sites inspected" and "corrective actions ordered" are specific to *project specific replacement wetlands* only.

Note: LGUs should be tracking all approved replacement sites and comparing them with actual monitoring reports received in order to identify issues of non-compliance.

- 8. This question is related to LGU workload associated with enforcement activities that may or may not get reflected in formal actions or decisions. For this question, LGUs should report potential WCA violation site inspections regardless of what initiated the inspection (DNR enforcement flight, landowner complaint, found by LGU, etc.) or the end result (no violation, cease and desist, restoration order, resolved locally, etc.). This should include site inspections performed by the SWCD separately from the LGU, however, care should be taken not to duplicate numbers. Site investigations resulting from DNR-submitted Resource Protection Notice "RPNs" should also be included in this item.
- 9. This question is intended to collect data on those instances where the LGU resolves violations informally, through local channels, or through an enforcement order issued by a <u>non-DNR</u> enforcement officer (i.e. a deputy sheriff). Violations that result in the issuance of an order by a DNR enforcement officer should not be reported because that information will be obtained directly from the DNR.
- 10. Do not include appeals to BWSR.
- 11. This is your chance to report anything you feel is relevant or important that may not be captured in other questions. Please attempt to limit this information to the maximum 2,500 characters, however, if you have additional relevant information, provide it on a separate document and attach it to the e-mail.

Differences due to implementation of an approved Comprehensive Wetland Protection and Management Plan should be reported on a separate document generated by the LGU.

Contact your **BWSR** Wetland Specialist with any questions regarding completion of the reporting form.

Minnesota Board of Water and Soil Resources Wetland Conservation Act 2022 Annual Reporting Form For reporting WCA activities during calendar year 2022

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Local Government Unit (LGU):	Organization Type:	County (or Counties if WMO)			
West Mississippi WMC	WMO	Hennepin, Anoka			
Name of Person Completing Report:	Title:	Contact Phone #:			
Tony Kaster	Senior Environmental	612-297-8654			
Scientist					
Your Employer Name (if submitting report on behalf of an LGU): Stantec					

Use the tab key to navigate between fields.

Does your LGU receive WCA funding from the Natural Resources Block Grant? No

NOTE: Completion of this report is <u>required</u> for all WCA LGUs. It must be received at WCA_Reporting@state.mn.us on or before <u>February 3, 2023</u>. See the accompanying instructions for details.

- 1. Number of landowner contacts in which wetland-related technical assistance was provided during the calendar year: 3 (*Please provide your best estimate.*)
- 2. Number of applications/requests that were:

Type of Application:	# Approved	# Denied	# Withdrawn
A. Boundary or Type	3	0	0
B. No-Loss	0	0	0
C. Exemption	0	0	0
D. Sequencing	0	0	0
E. Replacement Plan*	0	0	0

*<u>Do not include local road authority notifications</u> for projects that qualify for replacement under the BWSR Local Government Roads Wetland Replacement Program according to MN Rule 8420.0544.

Total number of approved exemptions (C) should match total in # 3 below. Total number of approved replacement plans (E) should match total in #4 below.

3. Number of exemptions approved and square feet of wetland impact for each category from MN Rule <u>8420.0420</u> (provide best estimate for impacts that are not easily quantified):

Type of Exemption:	Number of Approved Exemptions	Sq. Ft. of Wetland Permanently Impacted
Subp. 2. Agricultural Activities	0	0.00
Subp. 3. Drainage	0	0.00
Subp. 4. Federal approvals	0	0.00
Subp. 5. Restored wetlands	0	0.00
Subp. 6. Utilities	0	0.00
Subp. 7. Forestry	0	0.00
Subp. 8. De minimis	0	0.00
Subp. 9. Wildlife habitat	0	0.00
Subp. 2g. Agricultural wetland bank exemption*	0	0.00

*See WCA reporting instructions.

4. Number of replacement plans **approved** that replace impacts by the following methods:

Α.	Wetland Banking:	0
В.	Project-Specific Replacement:	0
C.	Combination of Wetland Banking and Project-Specific Replacement:	0

- 5. Square feet of wetland to be **impacted** via an approved replacement plan: **0 sq ft**
- 6. For approved replacement plans, enter for <u>project-specific replacement only</u>* in square feet and corresponding credit amounts as approved in the following categories from MN Rule 8420.0526:

	Square	Repl.
Action Eligible for Credit:	Feet	Credit
Subp. 2. Upland buffer areas.	0	0.00
Subp. 3. Restoration of completely drained or filled wetland areas.	0	0.00
Subp. 4. Restoration of partially drained or filled wetland areas.	0	0.00
Subp. 5. Vegetative restoration of farmed wetlands.	0	0.00
Subp. 6. Protection of wetlands previously restored via conservation easements.	0	0.00
Subp. 7. Wetland creations.	0	0.00
Subp. 8. Restoration and protection of exceptional natural resource value.	0	0.00
Subp. 9. Preservation of wetlands	0	0.00

*For question 6, report project-specific replacement only. Replacement via banking is accounted for via BWSR's banking database.

7. For project-specific replacement wetlands, enter the number of each completed or received:

A. Construction	B. Corrective Actions	C. Monitoring Reports	D. Findings of Satisfactory
Sites Inspected	Ordered	Received	Replacement
0	0	0	0

- 8. Number of **potential WCA violation sites** investigated: 0
- 9. Number of **enforcement actions** that were taken under local ordinances and/or that did not result in DNRissued cease and desist, restoration, or replacement orders (including informal resolution of violations): 0
- 10. Number of **local appeals** heard: 0
- 11. **Optional:** Please provide information regarding unusual circumstances, time spent on enforcement or major violations, banking application reviews, known exempt activity for which a formal decision was not made, additional detail or clarification of above data, or any other information or comments you would like to share. Enter text here (2,500 character max)

Minnesota Board of Water and Soil Resources Wetland Conservation Act 2022 Annual Reporting - Instructions

Requirement

Annual reporting of Wetland Conservation Act (WCA) implementation activities is required for <u>all</u> of Minnesota's WCA local government units (LGUs) in accordance with MN Rule <u>8420.0200</u>, <u>Subp. 2</u>, <u>Item I</u>. This reporting requirement applies regardless of whether or not the LGU obtains any WCA funding from BWSR.

Important Submittal Instructions

If you are a County entity (such as an SWCD, County Environmental Services, Planning Dept., etc.) and serve as LGU or otherwise represent the County and other specific cities/townships in the County, then you need only complete *one form* for all activities covering all of the entities you represent. Just put the name of your entity in the LGU box and do not list the entities you are reporting for. We will assume that you are reporting for all entities you are identified as representing in the <u>BWSR LGU Directory</u>.

<u>If you are a consultant representing more than one LGU</u>, then you must complete a separate form for each LGU you represent.

<u>If you are a watershed district (WD) or watershed management organization (WMO)</u>, you can submit one form for your entire WD/WMO. If there are cities/townships within your WD/WMO that are their own LGU, they will be responsible for submitting their own separate form and you should not include their activities in your reporting form.

<u>If you are a City or Township</u> that has some, but not all, areas within a WD/WMO in which the WD/WMO is the LGU for those areas, then you should submit a form for only those activities that occurred within your city/township but outside of the WD/WMO.

If you are expecting another entity to report on your behalf, confirm with that entity that they are reporting on your behalf and ask for a copy of their reporting form to document compliance with WCA rule.

- 1) Complete and save the form to your computer/network (<u>do not</u> convert to .pdf or other format). Retain the form for future reference or needed corrections.
- E-mail the completed form to WCA_Reporting@state.mn.us to be received by BWSR no later than <u>February 3, 2023</u>. The "sent" date of the e-mail will be used to track the date of receipt. <u>Use your LGU name as the subject line of the</u> <u>e-mail.</u> Note: Only send completed reporting forms to this address. Do not direct questions or other correspondence to this email address, instead contact your <u>BWSR Wetland Specialist</u>.
- 3) Your Wetland Specialist will review the data and may contact you with questions or possible corrections.

Relationship to Natural Resources Block Grant (NRBG)

Completion and submittal of this form is required of <u>all LGUs</u> regardless of whether or not NRBG funding is provided. However, it is also a condition of the grant for those LGUs who receive NRBG funding. <u>LGUs who fail to submit the form</u> <u>will not receive NRBG grant funds</u>. For those local governments that receive NRBG WCA funding and distribute it to multiple LGUs, each LGU for which NRBG WCA funds have been transferred should be listed in the NRBG eLINK report. The local government must also ensure that WCA activity reporting for each LGU for which NRBG WCA funds have been transferred is completed according to the instructions above.

Timeframe and Context

In general, the data provided should be based on WCA activities for which the LGU has issued a final decision, application withdrawn, or issue resolved during the **2022 calendar year** (see question 1 guidance for exception). The approved activities need not have been implemented in order to be reported. Projects still under review but not

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approved by the LGU at the end of the calendar year should not be reported until the year in which a decision has been made or they are otherwise resolved.

Question-Specific Guidance

The following guidance items are numbered to correspond to the numbered items in the reporting form:

- 1. The purpose of this question is to gather information on LGU workload. Landowner is a general term meant to include agents, consultants, and developers that are proposing or contemplating projects regardless of their legal ownership of the land. In addition to landowners for which WCA applications were processed during the calendar year, LGUs should report the number of landowner contacts for which they answered questions related to wetlands or WCA, provided preliminary review of projects potentially affecting wetlands, provided advice on wetland boundaries or exemption applicability, or other landowner consultation related to WCA or wetland. Meeting with one landowner four times on the same project would count as four landowner contacts for the purpose of answering this question. Newsletters or other such general correspondence do not constitute technical assistance provided to a landowner. Please provide your best estimate.
- 2. For purposes of this question, "withdrawn" means that the applicant has submitted an application but withdrew it prior to the LGU making a decision.

Replacement plans (Item 2E) do not include local road authority notifications for projects that qualify for replacement under the BWSR Local Government Roads Wetland Replacement Program (road program) according to MN Rule 8420.0544. These notifications are The total number of reported separately and accounted for in BWSR's road program tracking database. Replacement Plans approved (question 2E) must equal the However, non-qualifying road projects completed under a replacement plan (or a total Replacement Plans combination of banking/project-specific and the BWSR road program) should be Approved under question 4. reported here.

3. The purpose of this question is to gather data on the amount of wetland lost due to approved exemptions and the frequency of exemption use. The exemptions are organized consistent with the WCA rule order. LGUs should only report exempt impacts for which a decision has been made to approve the exempt impacts. Known wetland impacts due to exemptions for which the LGU has not formally made a decision can be reported under question 11. Report impacts in square feet.

Please note the addition of Subp. 2G Agricultural wetland bank exemption. This exemption has been separated from the others because the impacts are being replaced, and not permanently lost. Regardless, the amount of wetland impacted under this exemption should be reported.

LGUs should only report the square feet of wetland permanently lost due to exempt activity. For example, true drainage maintenance in accordance with MN Rule 8420.0420, Subpart 3, Item B generally does not require

reporting. Reporting temporary impacts each time the ditch or tile is maintained can lead to multiple reporting of impacts to the same square feet over time, which is misleading and skews the resulting data. However, exempt wetland impacts due to new ditches or tile lines, existing drainage that has been improved, or deposition of spoil in wetland areas beyond the existing square feet of deposition must be reported. Wetlands drained under Item C of the drainage exemption will almost always require reporting.

Check your work to ensure it is correct – the total number of approved exemptions in #3 should equal the sum of approved exemptions in #2. The only exception is when a true drainage maintenance project is not reported in question #3 per the above paragraph.

Item A is NOT referring to wetland banking applications, but rather replacement plans that utilize bank credits for 4. replacement. Check your work - the sum of A+B+C should equal the number of replacement plans approved under question #2E.

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The number of Exemptions Approved (question 2C) should equal the Total Number of Approved Exemptions under question 3.

- 5. The purpose of this question is to collect data on the quantity of wetland in square feet lost under approved replacement plans. LGUs should sum the number of square feet of approved wetland impact (drainage, fill, or regulated excavation) that require replacement. Report total wetland impacts in square feet. *Do not* include square feet of wetland impact that do not require replacement by WCA (such as exempt or no-loss activities).
- 6. Report the total square feet of replacement and the corresponding number of approved credits, remember acres do not always equal credits, associated with each action eligible for credit in <u>MN Rule 8420.0526</u> (the actions are organized consistent with the WCA rule order). This item pertains to project specific replacement under approved replacement plans only do not report credit approved under a banking plan or a replacement plan using banking credits.

<u>Example</u>: If an application was approved to restore a 435,600 sq. ft. *(10-acres)* of partially drained wetland at 50% credit, and 348,480 sq. ft. *(8 acres)* of upland buffer at 25% credit, the LGU would report the following:

- 1) 435,600 sq. ft. (10 acres) under the "square feet" column, and since it is at 50% credit (10*.0.5) = 5 credits under the "Repl. Credit" column for restoration of partially drained or filled wetland areas, and
- 2) <u>348,480 sq</u>. ft. (*8 acres*) under the "square feet" column, and since it is at 25% credit (8*0.25) = 2 credits under the "Repl. Credit" column for *upland buffer areas*.
- 7. The purpose of this question is to gather data on replacement monitoring compliance and track LGU oversight of replacement plan projects. Note that "construction sites inspected" and "corrective actions ordered" are specific to *project specific replacement wetlands* only.

Note: LGUs should be tracking all approved replacement sites and comparing them with actual monitoring reports received in order to identify issues of non-compliance.

- 8. This question is related to LGU workload associated with enforcement activities that may or may not get reflected in formal actions or decisions. For this question, LGUs should report potential WCA violation site inspections regardless of what initiated the inspection (DNR enforcement flight, landowner complaint, found by LGU, etc.) or the end result (no violation, cease and desist, restoration order, resolved locally, etc.). This should include site inspections performed by the SWCD separately from the LGU, however, care should be taken not to duplicate numbers. Site investigations resulting from DNR-submitted Resource Protection Notice "RPNs" should also be included in this item.
- 9. This question is intended to collect data on those instances where the LGU resolves violations informally, through local channels, or through an enforcement order issued by a <u>non-DNR</u> enforcement officer (i.e. a deputy sheriff). Violations that result in the issuance of an order by a DNR enforcement officer should not be reported because that information will be obtained directly from the DNR.
- 10. Do not include appeals to BWSR.
- 11. This is your chance to report anything you feel is relevant or important that may not be captured in other questions. Please attempt to limit this information to the maximum 2,500 characters, however, if you have additional relevant information, provide it on a separate document and attach it to the e-mail.

Differences due to implementation of an approved Comprehensive Wetland Protection and Management Plan should be reported on a separate document generated by the LGU.

Contact your <u>BWSR Wetland Specialist</u> with any questions regarding completion of the reporting form.

Stantec

Memo

То:	Shingle Creek WMO Commissioners					
From:	Todd Shoemaker, P.E. Diane Spector Katie Kemmitt					
Date:	February 3 rd , 2023					
Subject:	2023 Shingle Creek Monitoring Plan					
Recommended Commission Action		Review and approve the 2023 monitoring plan.				

Each year the Commission budgets and undertakes monitoring activities, including routine stream and lake monitoring and volunteer lake, stream, and wetland monitoring. Water quality and quantity monitoring on Shingle Creek and select lakes is performed by Stantec staff and the USGS and macroinvertebrate monitoring in Shingle Creek is performed by volunteers through the Hennepin County Environmental Services' (HCES) RiverWatch program. Lake monitoring is performed by volunteers through the Met Council's Citizen Assisted Lake Monitoring Program (CAMP).

The purpose of this memo is to present the proposed 2023 monitoring program. This proposal is consistent with the soon-to-be adopted Fourth Generation Management Plan, which includes routine monitoring tasks, specific monitoring efforts to support Commission administered grants, and monitoring to evaluate progress toward the TMDLs. **Table 1** below shows the TMDL review schedule for Shingle Creek. This year the Commission will complete the 5-year biotic and DO TMDL review report for Shingle and Bass Creeks. Under the Fourth Generation Plan, TMDL's will be reviewed systematically by priority. Lakes have been prioritized by tiers that can be seen in **Table 3**. Tiers are as follows: <u>Tier 1</u> – Impaired lakes with management actions planned. These lakes are priority lakes for intensive monitoring under the Fourth Generation Plan. Intensive monitoring will be used to evaluate lakes for management projects.

<u>Tier 2</u> - Impaired lakes with previous management or none planned. The lakes are second priority for intensive lake monitoring under this Plan, as they are impaired

<u>Tier 3</u> – Delisted lakes. These lakes are third priority and will be monitored primarily through the CAMP program unless declines in water quality are detected.

Review of Shingle and Bass Creek TMDLs will also be prioritized based on the impaired status of the streams.



TMDL	TMDL EPA Approval	Implementation Plan Approval	Third Generation Plan 5-Year Progress Review	
Shingle Creek Chloride	February 14, 2007	March 5, 2007	2014	
Twin and Ryan Nutrients	November 9, 2007	November 13, 2007	2014	
Crystal Nutrients	March 25, 2009	July 7, 2009	2016	
Pomerleau, Bass, and Schmidt Nutrients	September 25, 2009	December 3, 2009	2017	
Meadow Nutrients	March 23, 2010	June 14, 2010	2019	
Cedar Island, Pike, and Eagle Nutrients	April 14, 2010	May 18, 2010	2018	
Magda Nutrients	September 30, 2010	October 1, 2010	2019	
Shingle and Bass Creeks Biotic and DO	November 4, 2011	January 30, 2012	underway	

Table 1. Shingle Creek watershed TMDL approvals and review dates.

2023 Proposed Monitoring Program

The information set forth below explains the various monitoring programs, their purpose, and the proposed costs and funding. **Table 2** includes a summary of the budgets for each monitoring activity.

	Table 2. 2023	proposed	monitoring	program	budget	and	cost.
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Activity	2023 Budget or Proposed Cost
Routine Commission Monitoring	·
Stream Monitoring	\$34,000
Lake Monitoring	\$28,000
CAMP Lake Monitoring	\$5,200
Grant Project Monitoring	
Bass Lake Alum Treatment	\$4,400
Bass Lake Vegetation	\$3,700
Improvements	
Meadow Lake Drawdown	\$7,700
Crystal Lake Management	\$16,100
Plan	





ROUTINE STREAM MONITORING

Routine Stream Flow and Water Quality Monitoring. The Commission has routinely monitored stream flow and water quality in Shingle Creek since 1996. Two locations, one downstream of Humboldt Avenue in Minneapolis ("SC-0," see attached **Figure 1** for all monitoring locations) and one upstream of Zane Avenue in Brooklyn Park ("SC-2") have been monitored for water quantity and various water quality chemical parameters. In 2007, the monitoring location upstream of Zane Avenue was moved from upstream to just downstream of Brooklyn Boulevard in order to obtain a better stage-discharge relationship. This site is identified as SC-3 and SC-2 is no longer monitored. In 2015 Bass Creek ("BCP" on Figure 1) was added as a third site to be routinely monitored for water quality and conductivity. The Bass Creek monitoring station has helped provide better information about water quality in Bass Creek, which is impaired for chloride and biota.

A fourth site at Queen Avenue in Minneapolis ("SC-1/USGS") is monitored for flow by the US Geological Survey (USGS) as a part of its ongoing National Assessment of Water Quality (NAWQA). Chemical parameters are no longer routinely measured at the USGS site, except for continuous conductivity and temperature. That data are available on-line real-time at <u>SHINGLE CREEK AT QUEEN AVE IN</u> <u>MINNEAPOLIS, MN - USGS Water Data for the Nation</u>. The Commission also partners financially with the USGS in the operation of the Queen Avenue monitoring station.

The 2023 budget for routine stream monitoring is \$34,000. The budget includes labor and expenses for the following:

- SC-0, SC-3, and BCP flow and water quality monitoring:
 - Equipment installation at beginning of season and decommission at end of season
 - Routine summer sampling approximately twice per month from April October, including field measurements of flow, pH, dissolved oxygen, temperature, and conductivity.
 - Routine winter chloride sampling approximately once per month from November March, including field measurements of flow, pH, dissolved oxygen, temperature, and conductivity.
 - Storm sampling targeting approximately one composite sample per month from April October using ISCO sampling
 - Data entry and rating curve updates
 - Laboratory analysis of water quality parameters, including total phosphorus (TP), orthophosphorus (ortho-P), total suspended solids (TSS), *E. coli*, and chloride.
 - New batteries to power ISCO samplers and pressure transducers





LAKE MONITORING

Intensive Lake TMDL Monitoring. To track the effectiveness of BMP implementation in improving lake water quality, the Commission routinely performs intensive lake monitoring to supplement the volunteer surface monitoring. Because the Commission's goals include achieving delisting of lakes that meet their TMDLs and water quality, the Fourth Generation monitoring plan continues more rigorous lake monitoring sufficient to demonstrate to the MPCA and EPA that conditions have improved. Attachment 1 shows the lake monitoring schedule from the Third Generation Plan, updated to reflect the actual monitoring completed.

The 2023 Lake Monitoring budget is \$28,000 and Upper and Middle Twin Lakes will be monitored. The budget includes labor and expenses for the activities described below.

<u>Water Quality</u>: For 2023, Upper and Middle Twin Lakes will be monitored biweekly. The water quality data collected for the lakes will include surface and deep-water samples, water column temperature/DO profiles, and zooplankton and phytoplankton sampling.

<u>Aquatic Vegetation Surveys.</u> A component of the intensive monitoring is to obtain or update surveys of lake aquatic vegetation. As we have discussed with the Commission in the past, aquatic vegetation plays an important role in water quality and biotic integrity, and the vegetation community can change as water quality changes. For 2023, surveys for Upper and Middle Twin will be updated in tandem with the intensive monitoring.

<u>Fish Surveys</u>. A carp population assessment will be completed for Upper and Middle Twin in 2023 to guide future carp management.

GRANT PROJECTS

The following monitoring tasks are built into ongoing grant projects. While not funded from the Commission's general fund budget, they are presented here for completeness.

MONITORING TO SUPPORT BASS LAKE ALUM TREATMENT AND VEGETATION IMPROVEMENTS GRANTS

<u>Bass Lake Alum Treatment:</u> A full curly-leaf pondweed (CLP) delineation will be done on Bass Lake in Spring 2023. CLP is a persistent invasive species in Bass Lake and has been treated with herbicide annually since 2020. Bass Lake will likely be treated with herbicide for CLP abundance in 2023. The delineation will cost approximately \$4,400 and will be paid for from remaining Bass and Pomerleau Lakes Alum Treatment grant funds.

<u>Bass Lake Vegetation Improvement:</u> This project aimed to increase aquatic plant diversity in Bass Lake by transplanting desirable species from Big Carnelian to Bass Lake. After two transplant events in 2022, the final part of the grant project will be doing a late-summer point-intercept SAV survey on Bass Lake to assess plant diversity. This survey will cost approximately \$3,700 and will be paid for from grant funds.





MONITORING TO SUPPORT CRYSTAL LAKE MANAGEMENT PLAN GRANT

The Crystal Lake Management Plan began in 2020. This project includes carp assessment and tracking, alum applications, carp removal, SAV surveys, and water quality monitoring and intends to address Crystal Lake's impairment for nutrients. The grant expires in August 2023. The final summer of this grant will be focused on collecting final sediment core data and assessing the aquatic vegetation community.

<u>Aquatic Vegetation Surveys.</u> Crystal Lake has received two alum treatments, with the most recent one occurring in September 2022. It is not uncommon for an increase in water clarity as a result of alum treatments to spur aquatic vegetation growth. Crystal Lake only has two previously observed aquatic plant species: waterlily and curly-leaf pondweed (CLP), both in extremely low abundance. To ensure that CLP does not take over the lake as a result of increased clarity, a visual survey of CLP abundance will be done in early Spring 2023. If necessary, CLP will be treated with herbicide. The visual survey will cost approximately \$1,500 and will be paid for from grant funds.

<u>Sediment Coring.</u> In 2023 a follow-up round of sediment cores will be collected from the lake to assess success of the two alum treatments that were applied in Fall 2021 and 2022 in reducing internal phosphorus loading to the lake. The labor and laboratory expenses for collecting and processing sediment cores will cost approximately \$14,600 and will be paid for from grant funds.

MONITORING TO SUPPORT MEADOW LAKE GRANT PROJECT

The Meadow Lake Drawdown project began in Fall 2021. The project includes adaptive management to control the fathead minnow and CLP populations in the lake and address the nutrient impairment. The second summer season of this project will include a Spring CLP delineation and potential treatment, and two vegetation surveys. The lake water quality will be monitored by a CAMP volunteer. The CLP and vegetation monitoring will cost \$7,700 and will be paid from grant funds.

VOLUNTEER MONITORING

Volunteer Lake Monitoring. The Shingle Creek Commission has participated in the Met Council's "Citizen Assisted Lake Monitoring Program" (CAMP) since 1993. This program trains volunteers to take surface water samples and make water quality observations from late spring to early fall, using standardized reporting techniques and forms. The CAMP program has been the Commission's primary means of obtaining ongoing lake water quality data. This program is also an NPDES Education and Outreach BMP.

CAMP was initiated by the Met Council to supplement the water quality monitoring performed by Met Council staff and to increase our knowledge of water quality of area lakes. Volunteers in the program monitor the lakes every other week from mid-April to mid-October. They measure surface water temperature and Secchi depth, and collect surface water samples that are analyzed by the Met Council for total phosphorous, total Kjeldahl nitrogen, and chlorophyll-a. The volunteers also judge the appearance of the lake, its odor, and its suitability for recreation.

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The Met Council charges \$760 per lake to cover the cost of supplies for volunteers, analysis of samples, and the Regional Reports. The Commission owns seven equipment kits purchased in past years and will not have to purchase any more kits unless key equipment needs to be replaced.

Lakes are monitored on a rotating schedule. The larger lakes are monitored every other year while the smaller lakes are monitored every three years. It is assumed that when a lake undergoes the intensive sampling program, no CAMP monitoring will be performed that year. Lakes scheduled for 2023 volunteer lake monitoring are Meadow Lake, Ryan Lake, and Lower Twin Lake. The 2023 budget is \$5,200 and includes Met Council fees and Stantec coordination.

Volunteer Stream Monitoring. In previous years high school student volunteers conduct macroinvertebrate monitoring through Hennepin County Environmental Services' RiverWatch Program at two locations on Shingle Creek. The Commission contracts with Hennepin County for this service at a cost of \$1,000 per site. Hennepin County maintains an interactive online map showing locations throughout the county and stream grades going back to 1996: <u>hennepin.us/riverwatch</u>. The 2023 budget includes \$2,000 to monitor two sites.

Volunteer Wetland Monitoring. In 2007 the Commission began participating in Hennepin County Environmental Services' Wetland Health Evaluation Program (WHEP), a volunteer monitoring program. Through this program, adult volunteers monitored vegetative diversity and macroinvertebrate communities in wetlands. In 2022, Hennepin County made the decision to end the WHEP program. The Commission will not budget for the program moving forward.

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Memo



Figure 1. Shingle Creek and West Mississippi watershed monitoring locations.



Attachment 1: Lake Monitoring Schedule

Table 3. Draft lake monitoring schedule for Shingle Creek lakes 2023-2032.

Lake	Water Quality Monitoring										
Lake	23	24	25	26	27	28	29	30	31	32	
Tier 1 Lakes – Impaired	with mana	gement ac	tions plan	ned							
Cedar Island	Ci	C, Ci	Ci	C, Ci	Ci	X, Ci	Ci	C, Ci	Ci	Ci	
Eagle	Ci	X, Ci	Ci	C, Ci	Ci	X, Ci	Ci	C, Ci	Ci	Ci	
Pike	Ci	X, Ci	Ci	C, Ci	Ci	C, Ci	Ci	C, Ci	Ci	Ci	
Upper Twin	Х		Х		С		Х		С		
Middle Twin	Х		Х		С		Х		С		
Tier 2 Lakes – Impaired	lakes with	previous n	nanageme	ent or none	planned						
Crystal Lake	Ci				Х				Х	С	
Meadow Lake	С				Х					Х	
Lake Success			С			С				С	
Lake Magda				Х					Х	С	
Tier 3 Lakes – Delisted la	akes										
Bass Lake	Ci	С	Ci				С	Х			
Pomerleau Lake	Ci	С	Ci				С	Х			
Schmidt Lake	Ci	Ci	С			С				Х	
Lower Twin Lake	С		С		С		С		С		
Ryan Lake	С			Х				С			

¹X denotes Commission monitoring, C denotes CAMP monitoring, and Ci denotes City monitoring



	Го:	West Mississippi WMO Commissioners						
From: Todd Shoemaker, P.E. Diane Spector Katie Kemmitt								
	Date:	February 3 rd , 2023						
Subject: 2		2023 West	Mississippi Monitoring Plan					
Recommended Commission Action		ed Action	Review and approve the 2023 monitoring plan. Review and approve professional services agreement with the MWMO to complete 65 th Avenue outfall monitoring.					

The West Mississippi Watershed Management Commission for many years did not routinely monitor water quality in the few streams that are present in the watershed. The Commission undertook stream and outfall monitoring in 1990-1992 and found that the water quality of runoff from the watershed was generally within ecoregion norms. Since much of the watershed was poised to develop under Commission rules regulating the quality and rate of runoff, the Commission elected to discontinue further monitoring. In 2010 and 2011 the Commission authorized a repeat of the 1990-1992 monitoring, to determine current conditions and evaluate whether the development rules were protective of downstream water quality.

The Third Generation Plan and subsequent budgets incorporated ongoing, routine monitoring for West Mississippi that includes monitoring flow and water quality at two sites per year on a rotating basis. The Commission has elected to continue that monitoring under the Fourth Generation Plan. In 2022 the Commission monitored the Environmental Preserve outlet and the 65th Avenue outfall (**Figure 1**). Results of 2022 monitoring will be presented in the Annual Water Quality Report in April 2023.

Routine Monitoring. Figure 1 shows monitoring sites within Shingle Creek and West Mississippi. Mattson Brook and 65th Ave will be monitored in 2023 for flow and water quality using automatic samplers. Continuous flow will be monitored using pressure transducers, and water quality will be analyzed through field parameter measurements, periodic grab samples, and storm composite sampling using ISCO automated samplers purchased by the Commission in 2010.

Due to continued difficulties accessing the 65th Avenue outfall in the past, West Mississippi WMC partnered with the Mississippi Watershed Management Organization (MWMO) to perform the monitoring in 2020-2022. MWMO has experience and equipment for doing stream monitoring in confined spaces like stormwater pipes and can perform the monitoring safely and efficiently. Results from MWMO's monitoring have been satisfactory and the partnership will be continued in 2023.

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The 2023 budget for routine monitoring is \$22,600. The budget includes labor and expenses for the following:

- Contract with MWMO for 65th Ave flow and water quality monitoring (\$12,208.13)
- Mattson Brook flow and water quality monitoring (\$10,391.87)
 - Equipment installation at beginning of season and decommission at end of season
 - Routine sampling approximately once per month from April October, including field measurements of flow, pH, dissolved oxygen, temperature, and conductivity.
 - Storm sampling targeting approximately one composite sample per month from April October using ISCO sampling
 - Data entry and rating curve updates
 - Laboratory analysis of water quality parameters, including total phosphorus (TP), orthophosphorus (ortho-P), total suspended solids (TSS), *E. coli*, and chloride.

Volunteer Stream Monitoring. In previous years high school student volunteers conducted macroinvertebrate monitoring through Hennepin County Environmental Services' RiverWatch Program at one location in West Mississippi – Mattson Brook (see **Figure 1** for location). The Commission contracts with Hennepin County for this service at a cost of \$1,000 per site. Hennepin County maintains an interactive online map showing locations throughout the county and stream grades going back to 1996: hennepin.us/riverwatch. In the past few years Hennepin County has been finding it difficult to recruit a high school to monitor this site. The Commission did not budget for this monitoring in 2022.

Volunteer Wetland Monitoring. In 2007 the Commission began participating in Hennepin County Environmental Services' Wetland Health Evaluation Program (WHEP), a volunteer monitoring program. Through this program, adult volunteers monitored vegetative diversity and macroinvertebrate communities in wetlands. In 2022, Hennepin County made the decision to end the WHEP program. The Commission will not budget for the program moving forward.

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Figure 1. Shingle Creek and West Mississippi watershed monitoring locations.

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the West Mississippi Watershed Management Commission ("WMWMC"), and the Mississippi Watershed Management Organization ("MWMO"), a Minnesota joint powers organization, for stormwater monitoring services. The WMWMC and the MWMO may hereinafter be referred to individually as a "party" or collectively as the "parties." The parties hereby agree as follows:

I. SCOPE OF AGREEMENT

The MWMO agrees to perform stormwater monitoring services for the WMWMC as described on Exhibit A, which is attached to and made a part of this Agreement.

II. COMPENSATION

The MWMO will be compensated at the intervals and at the rates stated in Exhibit A. The total compensation under this Agreement will not exceed **\$12,208.13**. The MWMO shall submit itemized invoices for services rendered.

III. EXPENSE REIMBURSEMENT

Reimbursable expenses identified on Exhibit A will be paid upon submission of itemized invoice to the WMWMC. The WMWMC agrees to pay for reimbursable expenses, if reasonably and necessarily incurred. The parties agree that in no event shall reimbursable expenses be incurred without prior written approval from WMWMC. This sum, if any, is not included in the compensation set out in Paragraph II, Compensation.

IV. EFFECTIVE DATE AND TERMINATION DATE

This Agreement shall be in full force and effect from **January 1, 2023 through June 15, 2024**, unless otherwise extended by mutual agreement of the parties or is terminated earlier under Paragraph XVI, Cancellation, Default and Remedies.

V. SUBSTITUTIONS AND ASSIGNMENTS

Services by the MWMO will be performed by the following person(s): Udai B. Singh, PhD, PE, Water Resources Director, Brian Jastram, BS, Monitoring and Instrumentation Specialist,

James Rudolph, BA, Water Resources Specialist, Eva Hansen, BS, Environmental Specialist, Mary Thelen, BS, Environmental Specialist, and Hired interns.

Upon approval by the WMWMC, the MWMO may substitute other persons to perform the services. If substitution is permitted by the WMWMC, the MWMO shall furnish information to the WMWMC to allow proper review of the qualifications of the substituted person. No assignment of this Agreement shall be permitted without the written amendment signed by the WMWMC and the MWMO.

VI. CONTRACT ADMINISTRATION

All provisions of this Agreement shall be coordinated and administered by the people identified in Paragraph XVII.

VII. AMENDMENTS

No amendments may be made to this Agreement except in writing signed by both parties.

VIII. INDEPENDENT CONTRACTOR

The MWMO and its employees are not employees of the WMWMC. It is agreed that the MWMO and its employees will act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the WMWMC, its departments or agencies. The parties agree that the MWMO and its employees will not act as the agent, representative or employee of the WMWMC.

IX. INDEMNIFICATION

Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law. Each party agrees to defend, indemnify and hold the other harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the party's negligent actions or inactions. The party seeking to be indemnified and defended shall provide timely notice to the other party when the claim is brought. The party undertaking the defense shall retain all rights and defenses available to the party

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indemnified and no immunities or limits on liability are hereby waived that are otherwise available to either party.

X. CONTRACTOR'S INSURANCE

Each party shall be responsible for maintaining its own liability insurance with limits at least matching the liability limits established in Minnesota Statutes, section 466.04 and, to the extent required by law, workers' compensation insurance for its own employees.

XI. DATA PRACTICES

The parties are required to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Each party agrees to immediately report to the other party any requests from third parties for information relating to this Agreement. The parties agree to respond promptly to inquiries from the other party concerning data requests. Each party agrees to hold the other party, its officers, and employees harmless from any claims resulting from the unlawful disclosure or use of data protected under state and federal laws by the other party.

XII. COMPLIANCE WITH THE LAW

Each party agrees to comply with all applicable federal, state and local laws, rules, regulations, and ordinances applicable to the performance of its duties under this Agreement including, but not limited to, the laws relating to non-discrimination in hiring or labor practices.

XIII. AUDITS

The MWMO agrees that the WMWMC, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to this Agreement for a period of at least 6 years.

XIV. APPLICABLE LAW

The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement

will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the MWMO.

XV. CONFLICT AND PRIORITY

In the event that a material conflict is found between provisions in this Agreement, the MWMO's Proposal, if any, or the WMWMC's Request for Proposals, if any, the provisions in the following rank order shall take precedence: 1) Exhibit A; 2) Agreement; 3) Proposal; and last 4) Request for Proposals.

XVI. CANCELLATION, DEFAULT AND REMEDIES

Either party may cancel this Agreement upon thirty (30) days written notice, except that if the MWMO fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, the WMWMC has the right to terminate this Agreement immediately, if the MWMO has not cured the default after receiving seven (7) days written notice of the default. The MWMO will be paid for services rendered prior to the effective date of termination.

XVII. NOTICES

Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the MWMO:	Brian Jastram (bjastram@mwmo.org) or	
	Dr. Udai B. Singh (usingh@mwmo.org)	
	Mississippi Watershed Management Organization	
	2522 Marshall Street NE,	
	Minneapolis, MN 55418-3329	
To The WMWMC:	Todd Shoemaker (todd.shoemaker@stantec.com), or	
	Jeff Storm (jstrom@stantec.com), or	
	Dian Spector (dspector@stantec.com)	
	Stantec	
	7500 Olson Memorial Highway Suite 300	
	Golden Valley, MN 55427	

The parties being in Agreement, have caused this Agreement to be signed as follows:

[Signature page follows]

FOR THE MWMO:

FOR THE WMWMC:

Ву	Ву
Its	Its
Date	Date
Ву	Ву
Its	Its
Date	Date

Exhibit A

SERVICE PROVIDER'S Name/ Organization:	Federal EIN: 41-0544530
MWMO	
Mailing Address: 2522 Marshall ST NE	Telephone Number: 612-746-4970
Minneapolis, MN 55418	
Work Dates: January 1 st , 2023 to June 15 th ,	Email: bjastram@mwmo.org Tel. 612-746-4985
2024	usingh@mwmo.org Tel. 612-746-4980
Monitoring period January 1, 2023 to	
December 31, 2023.	

Background

The West Mississippi Watershed Management Commission (WMWMC) routinely measures flow and water quality at several stream and stormwater outfall sites throughout the West Mississippi Watershed.

WMWMC in 2020 contracted with MWMO to research, scope, design, installed, operate and maintain a stormwater outfall monitoring station to measure the quantity and quality of stormwater flowing through 65th Ave stormwater trunk line.

In 2023, the WMWMC plans to continue to monitor the outlet of the storm sewer trunk line that runs between 65th Avenue North in Brooklyn Center (referred to as the 65th Avenue Outfall). WMWMC would like to again employ the services of the MWMO to inspect, maintain, and operate the 65th Avenue stormwater trunk line stormwater outfall to monitor the stormwater quantity and water quality.

Scope of Services

MWMO staff will continue to inspect, maintain, and operate a stormwater outfall monitoring station that was installed in 2020 to measure the quantity and quality of stormwater flowing through the 65th Ave trunk line. Monitoring will continue year-round for 2023. Monitoring activities will be conducted as follows.

- <u>Flow monitoring</u>: continuously record stage/level and velocity (if possible) at a location upstream of pipe outlet to Mississippi River
- <u>Frequency:</u>
 - Target one field grab (non-event) sample per month

- Target one storm or melt event composite sample per month
- Field parameters to be collected:
- General site conditions
- Stage/level
- Temperature
- Conductivity
- Dissolved Oxygen
- o pH
- Transparency
- Laboratory water quality parameters to be sampled:
 - Total phosphorus
 - Ortho-phosphate
 - Total suspended solids
 - Chloride
 - o E. coli

Budget

Water quality samples will be delivered to the Metropolitan Council Environmental Services Lab for analysis.

Table 1. Activity and cost breakdown for WMWMC 2023 Monitoring.

Activity	Cost
Data Management	\$1,152.00
Collect samples	\$2,016.00
Equipment Maintenance	\$2,496.00
Mileage – Expense	\$349.44
Analytical lab cost (Metropolitan Environmental Lab)	\$2,088.00
Admin – (invoicing and annual report)	\$2,072.00
Subtotal	\$10,173.44
Contingency – 20%	\$2,034.69
Total	\$12,208.13

<u>Deliverables</u>

- 1. All stormwater quantity and quality data will be delivered by 6/15/2024.
- 2. A monitoring report will be provided outlining the monitoring activities that were conducted and summary analysis of the data collected.

Payment Schedule

The cost of stormwater monitoring activities may not exceed **\$12,208.13**

A final itemized invoice must be submitted by the MWMO along with the stormwater quantity and quality data, no later than **June 15th 2024**. Payment will be made as soon as possible upon receiving the invoice and data.



To:	Shingle Creek and West Mississippi Watershed Management Commissions	From:	Todd Shoemaker Woodbury
Project/File:	227705633	Date:	February 2, 2023

Reference: Highway 252/94 Draft Scoping Document Review

The Minnesota Department of Transportation (MnDOT) released the *Highway 252/I-94 Environmental Impact Statement Draft Scoping Document* for public agency comment on January 13, 2023. As discussed and directed by the Commissions at the January 12, 2023 Commission meeting, Stantec has reviewed the document and prepared comments to be shared with MnDOT on February 6, 2023.

During our review, we received comments from Watershed Commissioners representing Minneapolis (Ray Schoch), Brooklyn Center (David Vlasin and David Mulla), and Brooklyn Park (Alex Prasch). I understand this group met to discuss both the request from MnDOT for the Commissions to review the draft Scoping Decision Document (SDD) and the content within the document. The group issued four comments to Stantec. See below for the comments and Stantec responses in bold text.

1. We'd like Stantec to request an extension from MnDOT for review of the draft SDD in order to give Watershed Commissioners a chance to discuss and weigh in on the draft SDD in their meeting on February 9, 2023. Stantec discussed this request with MnDOT's project consultant who did not recommend this approach. He noted that the 21-day informal agency review period was included in the process as a courtesy by MnDOT and not required by the Minnesota Environmental Policy Act (MEPA). Therefore, MnDOT does not anticipate extending the February 6, 2023 deadline, as there will be several more opportunities for agency and public comment.

The Commission's attorney concurs with Stantec's approach and can further explain the Commission role and responsibilities at the February 9, 2023 Commission meeting.

Figure 1 is a flow chart showing the public and agency engagement process. One should note that the project is currently in the second of six opportunities for agency comment. Further, the second of four public comment periods will occur from March through May 2023 and be focused on the Draft Scoping Document.

2. We'd like Stantec to work with Watershed Commissioners in identifying the general outline and nature of review comments on the draft SDD before and at the February 9 meeting. To facilitate this, Commissioners should be given access to the draft SDD, should they wish it. Given the deadline noted in #1, Stantec will submit initial technical comments to MnDOT by February 6, 2023, include those in the Commission packet for the February 9, 2023 meeting, and then review the initial technical comments at the TAC and Commission meetings.

Design with community in mind

Reference: Highway 252/94 Draft Scoping Document Review

- 3. We are concerned with the potential impact of stormwater runoff and infiltration, and pollution arising from alternatives recommended by MnDOT on ground and surface water resources and the wildlife and people that depend on them. Noted, Stantec's review will focus on responsible watershed and stormwater management consistent with the limitations of its statutory authorities and in compliance with their JPAs.
- 4. We would like MnDOT to expand the evaluation criteria they apply to each project alternative. It appears that MnDOT's criteria for evaluating project alternatives do not currently address the impacts of project alternatives on ground and surface water sources for drinking water. In particular, we are concerned about pollution of these water supplies due to salinity associated with an expansion in impervious surfaces and due to toxic pollution arising from crashes involving heavy freight trucks. Evaluation criteria should also be developed to estimate impact of project alternatives on terrestrial and aquatic wildlife in the Mississippi National Recreation and River Area (MNRRA). Noted, Stantec will note receipt of this comment in our February 6, 2023 response.

The comments listed below will be issued to MnDOT by Stantec on behalf of the Shingle Creek and West Mississippi Watershed Management Commissions. Per MnDOT instructions, these comments will be submitted via email on February 6, 2023 to Brett Danner at SRF Consulting Group, Mark Lindeberg at MnDOT, and Anna Varney USDOT.

General:

1. Since this is a transportation-focused project, we understand why the Purpose and Need Statement emphasizes transportation criteria such as traffic volume and transit time. However, this may have resulted in shortchanging environmental quality criteria such as stormwater runoff and groundwater protection.

Stormwater Management:

- 1. Section 9.2.25 references "A preliminary drainage design ... for Hwy 252 and I-94. The drainage design identified stormwater basins for water quality treatment and rate control consistent with current regulatory requirements".
 - a. Note that the Commission adopted revised rules in October 2022.
- 2. Page 9-30 states coordination with the DNR for public watercourse impacts. Also include SC/WMWMC in these discussions.
- Page 9-30 states none of the proposed alternatives will include work in Shingle Creek. However, the following sentence suggests an outfall and pipe size increase to Shingle may be necessary for I-94 flood remediation.
 - a. Clarify if work is expected in Shingle creek and the extent of the work. Coordinate design with the Shingle Creek Watershed Management Commission.

Reference: Highway 252/94 Draft Scoping Document Review

- 4. Note Shingle Creek is under a TMDL for chloride and biotic integrity. The project should include plans to:
 - a. Minimize chloride concentrations to Shingle Creek through a chloride management plan.
 - b. Mitigate impacts to the biotic integrity of Shingle Creek.
- 5. Figure 9.6 of the report acknowledges potential impacts to wetlands and floodplains for alternatives. Note the project is subject to the Minnesota Wetland Conservation Act and Commission wetland and floodplain alteration rules.
- 6. The project is within the Minneapolis-St. Paul-St. Cloud Priority A Drinking Water Supply Management Area (DWSMA) and the Brooklyn Center Groundwater Emergency Response Area. The project area also bisects a "moderately" vulnerable DWSMA and is approximately 1,700 feet from a highly vulnerable DWSMA. The environmental review should include:
 - a. Evaluation criteria related to impacts of the project on ground and surface water sources for drinking water.
 - b. A comprehensive emergency response plan for hazardous spills that could threaten the drinking water supply and surface water resources.
 - c. Stormwater design shall consider prohibition of infiltration within the Emergency Response Area.





Figure 1. Highway 252/I-94 Environmental Impact Statement progress and engagement flow chart. (from Cooperating and Participating Agency Meeting #7; dates added by Stantec per Meeting #7 and project website).

Design with community in mind

Stantec

Memo

•	Го:	Shingle Creek WMO Commissioners Shingle Creek/West Mississippi WMO TAC		
I	From:	Todd Shoemaker PE		
	Date:	February 3, 2023		
Subject: Scopes of		Scopes of \	Nork for Proposed Projects	
	Recommende Commission A	d Action	Authorize the reallocation of \$150,000 from the Shingle Creek City Cost Share account to the Shingle Creek Closed Projects account. Consider each project and scope and authorize work to be funded as noted.	

Attached to this memo are four proposed Scopes of Work for varoius projects that the Commission and TAC hav discussed over the past year or so. All are located in the Shingle Creek watershed. Two of these projects are funded primarily from Watershed-Based Implementation Funding (WBIF) grants, and two are proposed for funding from the Closed Projects Account.

Staff recomends reallocating funding from one of the Commission's designated accounts to another to fund some of this work. The City Cost Share account balance is currently well over \$300,000, taking into account the 2022 encumbrance for the upcoming Minneapolis Shingle Creek Parkway rain garden demonstration project. The Commission has levied another \$100,000 in 2023 for this program, which will increase that balance; at this time there are no other pending cost-share projects.

The Commission maintains a Closed Prpojects account in which to deposit levy funds that are "left over" when CIP projects are completed for less than the amount levied. The Commission has designated that those funds are to be used for limited purposes: to cover overages when CIP projects exceed the budget; to fund additional projects; or to complete special studies such as feasibility studies to help define and scope future CIP projects and to prepare them for grant applications. As of the 2021 audit, that balance was about \$108,000. Year-end accounting is just starting, so we don't have a good read yet on what that balance might be as of the end of 2022.

Because of that uncertainty, staff recommends that the Shingle Creek Commission reallocate \$150,000 from the City Cost Share Account to the Closed Projects Account. With the 2023 leveid funds, that will still leave well over \$200,000 in that account for city projects.

Project	WBIF Funds	Closed Projects
Eagle Lake SWA and Lake Management Plan	\$30,000	\$20,000
Gaulke Pond Area SWA	\$29,900	
Brookdale Park Remeandering	0	\$39,000
SC Regional Trail Bank Stabilization	0	\$25,000
TOTAL	\$59,900	\$84,000

1

Table 1. Summary of costs and funding sources.


February 3, 2023

Shingle Creek Watershed Management Commission 3235 Fernbrook Lane North Plymouth, MN 55447

Dear Shingle Creek Watershed Management Commission,

We appreciate the opportunity to present this scope of services and fee proposal for the Eagle Lake Subwatershed Assessment and Internal Loading Assessment of Eagle and Pike Lakes.

Scope of Work

Proposed services include identification and prioritization of potential stormwater management practices to reduce phosphorus and sediment loading in the Eagle Lake subwatershed and the evaluation of internal loading within Eagle and Pike Lakes including sediment cores and a survey of submerged aquatic vegetation in the two lakes.

SCWMC has previously studied the Eagle Lake subwatershed through the Cedar Island, Pike and Eagle Lakes Nutrient TMDL completed in 2010 and in the TMDL 5-year review. The TMDL concluded that internal load management, biologic management, and reduction of nonpoint sources of phosphorus in the watershed by retrofitting Best Management Practices (BMPs) would have the most impact on reducing phosphorus load and improving water quality. The TMDL 5-Year review identified a 39% reduction in TP for Pike Lake, and a 29% TP reduction for Eagle Lake. Pike Lake Subwatershed Assessments were completed in 2017 and 2019. These past studies identified general practices to reduce the watershed load to the lake. In this project, Stantec will build on the previous studies to identify specific locations for BMPs in the Eagle Lake subwatershed and will evaluate internal loading of Eagle and Pike Lakes.

Task 1—Project Management and Coordination

This task includes the following:

- Kick-off meeting and project review meeting
- Two presentations at Technical Advisory Committee (TAC) or Commission meetings
- Project invoicing and updates

Following authorization to proceed, we will begin work on Task 2, as well as schedule a project kickoff meeting with Stantec, City of Maple Grove, and City of Plymouth staff to discuss the proposed workplan and schedule with the goal to refine the project extents and resources of concern, project objectives and design standards, and identify relevant stakeholders to be involved in project meetings. Stantec will provide meeting agendas and summaries to all invitees. Unless otherwise noted, all meetings are assumed to be virtual.

Task 1 Deliverables: Meeting agendas and summaries

Task 2—Data Collection and Review

Stantec will review the publicly available information from the City of Maple Grove, City of Plymouth, Hennepin County, and other relevant data sources to determine if any additional data is needed for successful completion of the Eagle Lake Subwatershed Assessment & Internal Loading Assessment of



Eagle and Pike Lakes. The available data and recommendations will be discussed at the project kick-off meeting discussed in Task 1 with a goal of ensuring Stantec has the best-available data, understanding any existing areas of concern, and defining how to fill any data gaps.

Task 3—Existing Conditions

The City of Maple Grove is currently completing a study of internal loading in Cedar Island Lake and potential solutions to address the impact of Cedar Island Lake outflow on the water quality of Eagle Lake. Pike Lake Subwatershed Assessments were completed in 2017 and 2019. In this task, Stantec will focus solely on the direct drainage area to Eagle Lake. Stantec will evaluate soils, topography, location of public lands, and existing stormwater management facilities identify specific locations for BMPs in the Eagle Lake subwatershed.

Task 3 Deliverables: List of potential project locations

Task 4—Internal Loading & Aquatic Vegetation Evaluation

The Eagle and Pike Lakes internal loading assessment will include an internal phosphorus load estimate under anoxic and oxic conditions, and treatment dosing and cost estimate. This portion of the task will include:

- Collect sediment cores from Eagle and Pike Lakes
 - Sediment cores will be collected from multiple depths from each lake
 - Sediment cores will be collected from five locations in Eagle Lake and two locations in Pike Lake
- Laboratory analysis of sediment cores
 - Two locations in each lake will have laboratory quantification of sediment phosphorus release rates under anoxic and oxic conditions to understand phosphorus released under both conditions
 - One sediment core from each location will be sectioned into two depth intervals (0-5 cm and 5-10 cm section) for analysis of phosphorus fractions. The phosphorus fractionation analysis is intended to quantify the pools of sediment phosphorus that is susceptible to diffusion (e.g. redox-P) and the pools of sediment phosphorus that is considered immobile under standard environmental conditions
 - o Intact sediment cores will be delivered to UW Stout lab for incubation and analysis
- Internal phosphorus loading treatment dose calculation and cost estimate

Stantec will conduct two point-intercept submerged aquatic vegetation surveys on Eagle Lake in 2023. This portion of the task will include:

- An early season point-intercept aquatic vegetation survey conducted in May or June 2023 depending on ice conditions to capture species like curly-leaf pondweed that grow and senesce earlier in the season
- A late season point-intercept aquatic vegetation survey conducted in August 2023 to target peak plant growth of many of the native aquatic plant species before they begin to senesce
- Species diversity maps, invasive species abundance maps, and biovolume maps from of each point-intercept survey
- A final memo including the raw data, community metrics of the native and non-native plant communities, and figures/maps showing locations



Task 4 Deliverables: Internal loading summary, dose calculation, and cost estimate, vegetation survey memo and recommendations

Task 5—Identify Potential Opportunities

Stantec will identify up to ten potential projects that could yield the greatest benefit toward reducing nutrient and sediment input to Eagle Lake from the subwatershed. Stantec will refine the list of potential projects through a review with the City of Maple Grove and will visit sites to evaluate conflicts that weren't apparent through review of existing data. The MIDS model will be used to evaluate the water quality impact of potential projects.

Task 5 Deliverables: Project progress meeting

Task 6—Prioritization

Using a quantitative approach and evaluation criteria developed in concert with project stakeholders the potential BMP opportunities identified and finalized in Task 5 will be ranked using model results, feasibility study level project cost estimate (AACE Class 4) and life cycle costs. The prioritization results will be provided to the project stakeholders for review. We will meet with lake associations and/or the Maple Grove Lake Quality Commission as requested by the city.

The work to date will be presented at the Technical Advisory Committee (TAC) and Commission meeting. The member cities/SCWMC will select one of the highest priority locations to proceed with preliminary design following these meetings.

Task 6 Deliverables: Final prioritized BMP list for SCWMC approval and/or selection; presentation at TAC and Commission meetings.

Task 7—30% Preliminary Design and Report

For the recommended practice from Task 6, Stantec will develop a 30 percent level design, cost estimate, and basis of design memo appropriate for grant funding requests for the selected location. Stantec will meet with City staff to review a draft of the 30% preliminary design. We will revise the design plan and cost estimates based on City input and then present the recommended practice to the TAC and Commission.

Task 7 Deliverables: Preliminary and final 30% design plans, construction and life cycle cost estimate, and basis of design memo

Project Staff

•	Project Manager	Lisa Tilman
•	Senior Water Resources Engineer	Todd Shoemaker

- Senior Water Resources Engineer
- Water Resources Engineers

Environmental Scientist

GIS Specialist

Lucas Clapp, Joey Pesik Aaron Hyams Katie Kemmitt

Senior Environmental Scientist **Dendy Lofton**

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Fee Estimate

The below fee estimate has been prepared on a time and materials basis, per our standard terms and conditions and will not exceed the amount indicated without prior authorization from the SCWMC. Should the Commission approve this proposal, the work will be funded by the WBIF grant (\$30,000) and the Closed Project Account.

			TAS	<u>K TOTALS</u>	
No.	Description	HOURS	LABOR	EXPENSES	FEE
1	Project Management & Coordination	14	\$2,684		\$2,684
2	Data Collection & Review	19	\$2,641		\$2,641
3	Existing Conditions	15	\$2,181		\$2,181
4	Internal Loading & Aquatic Vegetation Evaluation	101	\$14,837	\$13,500	\$28,337
5	Identify Potential Opportunities	25	\$3,485		\$3,485
6	Prioritization	34	\$4,792		\$4,792
7	30% Preliminary Design & Report	42	\$5,880		\$5,880
	TOTALS	144	\$ 36,500	\$ 13,500	\$ 50,000

We look forwarding to discussing this proposal and are happy to review our approach and scope of work with you. Should you have any questions, please don't hesitate to contact me via phone or email.

Best regards,

STANTEC CONSULTING SERVICES INC.

Todd Shoemaker PE, CFM Senior Water Resources Engineer Phone: 651-294-4585 Mobile: 612-414-7166 todd.shoemaker@stantec.com



By signing this proposal,	rizes Stantec to proceed				
with the services herein described	with the services herein described and the Client acknowledges that it has read and agrees to be bound				
by the attached Professional Servic	ces Terms and Conditions	S.			
This proposal is accepted and agre	ed on the of	Month	Year		
Per:					
	Client Company	y Name			
	Drint Name & Tit				
	Finit Name & Hi	le			
	Signature				



The following Terms and Conditions are attached to and formpart of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field in vestigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, in demnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and subcontractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or n ot. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold hamless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are

Professional Services Terms and Conditions on StanNet Forms> Company Forms> Risk Management> Standard Form Agreements



not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/ OMP IANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the ben efit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FOR EMAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or p and emic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

CON R PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

F ORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES HAPTER 558.0035 N INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

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February 2, 2023

Shingle Creek Watershed Management Commission 3235 Fernbrook Lane North Plymouth, MN 55447

Dear Shingle Creek Watershed Management Commission,

We appreciate the opportunity to present this scope of services and fee proposal for the Gaulke Pond Subwatershed Assessment project to the Shingle Creek Watershed Management Commission (SCWMC or Commission). The primary project objectives are to identify stormwater volume reductions to the Memory Lane—Gaulke Pond system and develop 30-percent design plans, cost estimates, and a basis of design memo appropriate for grant funding requests for the selected location.

Gaulke Pond is located within the City of Crystal and bordered to the north by property owned by the City of Crystal, to the east by the Fair School, and to the south and west by residential properties. Gaulke Pond is the most downstream in a series of four ponds, including Memory Pond, Brownwood Pond, and Hagemeister Pond. The Gaulke Pond chain collects runoff from a 905-acre mixed residential, institutional, and commercial watershed, draining portions of New Hope, Crystal, and Robbinsdale.

Gaulke Pond is land-locked and has no gravity outlet; water is pumped from the pond into municipal storm sewer that ultimately discharges into Lower Twin Lake. To address flood risk in the watershed and improve maintenance operations, the City of Crystal commissioned the Central Core Stormwater Project which performed detailed watershed modeling, under assumptions outlined in the 2019 Gaulke Pond Discharge Rate Evaluation. This study will focus on reducing the stormwater runoff volume before water enters the Gaulke Pond chain, with focus on areas that are highly impervious and have potential for redevelopment.

Scope of Work

Proposed services include data collection and evaluation, identification of potential volume reduction best management practices (BMPs) and locations, development of alternatives, and preparation of preliminary plans of the Commission-selected BMP.

We will coordinate work with SCWMC and Technical Advisory Committee (TAC) members, as well as with the cities of New Hope and Crystal. Please refer to the following task descriptions for more detailed explanations of the work proposed and the associated deliverables.

Task 1—Project Coordination

Following authorization to proceed, we will begin work on Task 2, as well as schedule a project kickoff meeting with SCWMC and City of Crystal and City of New Hope staff to review project scope, goals, schedule, and available data. The objective of this meeting will be to refine the project extents and resources of concern, project objectives and design standards, and identify relevant stakeholders to be involved in project meetings.

During this project, Stantec will also schedule one progress meeting, and two TAC and Commission meetings to present project updates and solicit feedback. Stantec will provide meeting agendas and summaries to all invitees. Unless otherwise noted, all meetings are assumed to be virtual.

Task 1 Deliverables: Meeting agendas and summaries



Task 2—Data Collection and Review

Stantec will review the publicly available information from the City of New Hope, City of Crystal, Hennepin County, and other relevant data sources to determine if any additional data is needed for successful completion of the Gaulke Pond Subwatershed Assessment. The available data and recommendations will be discussed at the project kick-off meeting discussed in Task 1 with a goal of ensuring Stantec has the best-available data, understanding any existing areas of concern, and defining how to fill any data gaps.

Task 3—Identify Potential Opportunities

Stantec will identify potential volume reduction projects that could yield the greatest benefit to the Gaulke Pond chain, using metrics previously established in the project kickoff meeting. These metrics will likely include stakeholder feedback and planning studies to identify areas with redevelopment potential, especially areas that may be below the SCWMC threshold. Physical data will also be used to identify areas conducive to infiltration practices, such as soils data, public parcels or easements, groundwater table elevations, topography, and existing stormwater infrastructure and drainage patterns. After potential locations are identified, Stantec will coordinate with city staff to schedule a progress meeting.

At this meeting Stantec will share methodologies used, identified opportunities, site visit notes, model results, and preliminary prioritization framework. Stantec will solicit feedback, such as locations that should be removed from further analysis, and make refinements, as needed.

Following the meeting, weather-permitting, Stantec staff will visit up to 10 sites with city staff (if desired) to observe existing site conditions and any conflicts not visible on utility plans or aerial photos. With the final potential site locations, Stantec will then evaluate up to 10 practices using the MPCA MIDS Calculator to determine the potential volume reduction benefit to the Gaulke Pond chain.

Task 3 Deliverables: Project progress meeting

Task 4—Prioritization

We will rank the potential BMP opportunities identified and finalized in Task 3 using a quantitative approach and evaluation criteria developed in concert with project stakeholders, as well as model results and BMP life cycle costs using the Water Research Foundation's *BMP and LID Whole Life Cost Models: Version 2.0.* The prioritization results for all 10 locations will be provided to the project stakeholders for review.

The work to date will be presented at the Technical Advisory Committee (TAC) and Commission meeting. It is anticipated that the project sponsor/SCWMC will select one of the ten locations following these meetings and authorize Stantec to proceed with the 30% preliminary design.

<u>Task 4 Deliverables:</u> Final prioritized BMP list for SCWMC approval and/or selection; presentation at TAC and Commission meetings.

Task 5—30% Preliminary Design

For the recommended practice from Task 4, Stantec will develop a 30% level design, cost estimate, and basis of design memo appropriate for grant funding requests for the selected location. Stantec will meet



with City staff to review a draft of the 30% preliminary design. We will revise the design plan and cost estimates based on City input and then present the recommended practice to the TAC and Commission.

Task 5 Deliverables: Preliminary and final 30% preliminary design plans, construction and life cycle cost estimates, and basis of design memo.

Assumptions

- Stantec assumes that, in general, soils within the watershed are suitable for infiltration and our • analysis will focus exclusively on stormwater volume reduction opportunities.
- Scope of work does not include any revisions or modifications would be made to the Central Core Stormwater Project modeling.

Project Staff

- Project Manager Katy Thompson ٠
- Water Resources Engineer
- GIS Specialist •

Erik Megow, Rena Weis, Cody Gartman

Aaron Hyams Senior Water Resources Engineer **Todd Shoemaker** •

Fee Estimate

The below fee estimate has been prepared on a time and materials basis, per our standard terms and conditions and will not exceed the amount indicated without prior authorization from the SCWMC. Should the Commission approve this proposal, the work will be funded by the WBIF grant (\$30,000).

		TASK TOTALS				
No.	Description	HOURS	LABOR	EX	PENSES	FEE
1	Project Coordination	20	\$3,548	\$	100	\$3,648
2	Data Collection and Analysis	20	\$3,036			\$3,036
3	Identify Potential Opportunities	63	\$9,694	\$50 \$9,74		\$9,744
4	Prioritization	23	\$3,540			\$3,540
5	30 Percent Preliminary Design	66	\$9,932			\$9,932
	TOTALS	191	\$ 29,750	\$	150	\$ 29,900



We look forwarding to discussing this proposal and are happy to review our approach and scope of work with you. Should you have any questions, please don't hesitate to contact me via phone or email.

Best regards,

STANTEC CONSULTING SERVICES INC.

Todd Shoemaker PE, CFM Senior Water Resources Engineer Phone: 651-294-4585 Mobile: 612-414-7166 todd.shoemaker@stantec.com

By signing this proposal,	Client Company Nan	autho	prizes Stantec to proceed
with the services herein described a	and the Client acknowle	dges that it has read	and agrees to be bound
by the attached Professional Servic	es Terms and Condition	ns.	
This proposal is accepted and agree	ed on the of	Month	,Year
Per:			
	Client Compa	ny Name	
	Print Name & T	ïtle	
		lue	
	Signature		



The following Terms and Conditions are attached to and formpart of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

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ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field in vestigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, in demnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and subcontractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or n ot. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold hamless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are

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not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the ben efit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or p andemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.





Stantec Consulting Services Inc. One Carlson Parkway North, Suite 100 Plymouth MN 55447

February 2, 2023

Shingle Creek Watershed Management Commission 3235 Fernbrook Lane North Plymouth, MN 55447

Dear Shingle Creek Watershed Management Commission,

Stantec appreciates the opportunity to present this scope of services and fee proposal for the Brookdale Park Shingle Creek Remeander project. The primary project objectives are to remeander a previously straightened segment of the creek using natural channel design techniques, reduce soil loss to improve water quality and fish and wildlife habitat through biological enhancements, and integrate proposed improvements within the park for improved user educational and recreational opportunities.

Scope of Work

Proposed services include desktop analysis and base-mapping; data collection and field assessment / evaluation; topographic and utility survey; development of remeander alternatives and Basis of Design memorandum; and preparation of preliminary plans of the selected alternative for Shingle Creek from the terminus of the Connections 1 project 700' downstream of Noble Avenue N to Xerxes Avenue N, located within Brookdale Park (Figure 1). This Brooklyn Park (City) community park is approximately 180-acres in size and contains active recreation and an extensive trail network along the creek that connects schools, natural areas, and regional trails. The focus of this project area is a segment of Shingle Creek approximately 5,500-feet in length. Restoration of this channel is an implementation action in the Shingle Creek Biotic and DO TMDL and the Fourth Generation Plan,



Figure 1. Study area between Noble Avenue N and Xerxes Avenue N

Figure 2 demonstrates how much the channel has been straightened and widened from 1957 (left) to 2021 (right). Restoring sinuosity to the channel generally improves water quality and aquatic habitat and can allow better connections to the adjacent floodplain. The feasibility study will inform how to accomplish these goals while maintaining or lowering the flood elevation.



Figure 2. Alignment of Shingle Creek in 1957 (left) and 2021 (right)

Because this reach of Shingle Creek is located within a city park with only a few adjacent residences, it is an opportunity to restore a more natural channel design that incorporates significant habitat and functional uplift. We will coordinate our work with the City and Department of Natural Resources' Nick Proulx, who specializes in stream assessment and restoration practices. We recently partnered with Nick on the Middle Sand Creek Natural Channel Restoration project in Coon Rapids (<u>Middle Sand Creek Corridor Restoration Project - Coon Creek Watershed District (cooncreekwd.org)</u>. Please reference the following task descriptions for more detailed explanations of the work proposed and the associated deliverables.

Task 1 – Data Collection and Review

Subtask 1.1 – Desktop Analysis and Base-mapping

- Facilitate a project kick-off meeting among Stantec, City and DNR staff to review project scope, goals, and schedule (virtual).
- Review SCWMC and City previous studies, planning documents, and publicly available soils, hydrology, wetland, vegetation, and historical aerial imagery of the creek area, gather available utility information, and review modelling, water quality, and flow data from SCWMC.
- Identify data gaps and perform subtasks 1.2 and 1.3 to fill critical data gap needs.

• Review existing PCSWMM hydraulic model data, features, and results.

Subtask 1.2 – Field Visit Assessment and Sediment Investigation

- Visit site to note potential constraints, current channel conditions, eroded banks, hydrogeologic factors like springs and seeps, vegetation quality, storm sewer outfalls and infrastructure, and trail impacts within the project area.
- Observe wildlife and plant communities within and around the current and potential creek route. At a minimum, we will want to minimize ecological impacts, but we may discover an opportunity for habitat improvement in addition to water quality improvements.
- Sediment Investigation: There are two ponds/pools along the alignment of the former channel. We will collect samples of accumulated sediment within those pools and send to a local laboratory for PAH analysis per MPCA guidance. The presence of PAHs may influence excavation and disposal costs or whether routing more flow through the channel could mobilize that sediment.

• Subtask 1.3 - Topographic Field Survey

- Perform topographic and public utility survey along a 125-ft wide corridor for the proposed creek alternative. We will survey channel cross sections on 150 200-ft intervals as well as site features and locating trees over 6-inches DBH within the survey corridor limits.
- Survey will be completed in the late spring (while leaves are not present) as we can utilize GPS technology and collect more site information that might be obscured in the summer.

<u>**Task 1 Deliverables:**</u> Kickoff meeting minutes, compiled data basemaps (PDF), topographic survey plan (PDF and CAD data), field investigation site observations, soils investigation findings.

Task 2 – Alternatives Evaluation and Basis of Design Memorandum

Alternatives Evaluation: We will use the Task 1 deliverables to inform the initial design meeting among City, DNR and Stantec staff. We will discuss potential solutions, permitting considerations and funding opportunities, and City and adjacent landowner involvement.

We will use the Shingle Creek hydraulic model to evaluate whether we would be able to restore enough stream length through remeander that we can remove the three-foot drop structure in the park (aka "Monkey Falls"). Similarly, we will assess potential impacts to city infrastructure, such as trails that parallel the creek and pedestrian bridges that cross the creek.

Based on direction and outcomes of this meeting, our team will update the water quality model, analyze and use Task 1 findings to inform possible design options, and generate up to two (2) feasible, conceptual design alternatives, calculating estimated pollutant reduction and feasibility study level opinion of probable costs (AACE Class 4) for each alternative. These alternative designs will address bank stabilization, erosion and sediment control practices, water control practices, infrastructure impacts, visual quality and 'fit' within the surrounding area.

Basis of Design Memorandum: The conceptual design alternative work will be presented in a Basis of Design memo describing and summarizing the desktop and field data collection and analysis, design alternative elements and impacts to the surrounding areas, project cost estimates, pollutant reduction estimates, and a comparison table of each alternative focusing on cost and pollutant reduction / water quality improvement potential.

After transmitting the conceptual design alternatives Basis of Design memo, we will schedule a progress meeting with City, DNR and Stantec staff to discuss the proposed designs and any desired changes.

Task 2 Deliverables: Draft basis of design memorandum with supporting exhibits, meeting minutes

Task 3 – 30% Preliminary Design of Selected Alternative

After presenting the Task 2 alternatives and draft basis of design memo, we will be able to select one or more components of the two alternatives to proceed with refining one (1) design alternative into 30% preliminary design plans and opinion of probable cost that incorporates anticipated construction limits, access, and easements.

We will update the opinion of probable cost according to the 30% preliminary design plans with a budgetary level opinion of probable cost (AACE Class 3). We believe this level of detail and accuracy will aid SCWMC and the City in exploring all potential funding sources and will build confidence in the project solution moving forward.

Along with the preliminary design data, water quality modelling, details, and plans, we will update the design memo from Task 2 to reflect the changes and refinements made. This final set of deliverables will be appropriate for grant funding applications and shall be provided in electronic format.

Stantec will meet with City and Watershed staff to review a draft of the 30% preliminary design. We will revise the design plan and opinion of probable cost based on City and Watershed input and then present the recommended practice to the TAC and Commission.

<u>Task 3 Deliverables</u>: Preliminary plans and opinion of probably cost, final basis of design memorandum with supporting exhibits, meeting minutes

Assumptions:

- Stantec assumes that City of Brooklyn Park will grant Stantec access to walk through the project area for field visit and assessment purposes.
- Scope of work assumes channel is safely wadeable. If creek is not wadeable, field measurement methods may be modified to gather the data sufficient to complete the preliminary evaluation.
- Scope of work does not include wetland delineation, soils investigation and field data collection, initial permitting engagement with ACOE and DNR.
- Stantec will not determine P loads from the sediments or pools.

Fee Estimate

Stantec will execute the scope of work described above for the fee outlined below on a time and materials basis and according to the attached terms and conditions. We will not exceed the amount indicated without prior authorization from the SCWMC. Should the Commission approve this proposal, staff recommend the work be funded by reallocating from the Commission's Closed Projects account.

			TAS	<u>к то</u>	<u> DTALS</u>	
No.	Description	HRS	LABOR	E	KPENSES	FEE
1	Data Collection and Analysis	81	\$ 12,420	\$	2,100	\$ 14,520
2	Alternatives Evaluation and Basis of Design Memorandum	90	\$ 13,854			\$ 13,854
3	30% Preliminary Design	72	\$ 10,626			\$ 10,626
	TOTALS	243	\$ 36,900	\$	2,100	\$ 39,000

We look forwarding to discussing this proposal and are happy to review our approach and scope of work with you. Should you have any questions, please don't hesitate to contact me via phone or email.

Best regards,

STANTEC CONSULTING SERVICES INC.

Todd Shoemaker PE, CFM Senior Water Resources Engineer Phone: 651-294-4585] Mobile: 612-414-7166 todd.shoemaker@stantec.com January 31, 2023 Shingle Creek Watershed Management Commission Page 6 of 6

Reference: Brookdale Park Shingle Creek Remeander Feasibility Study

By signing this proposal,	authorizes Stantec to proceed				
with the services herein described and the Client acknowledges that it has read and agrees to be bound by					
the attached Professional Services Terms and C	onditions.				
This proposal is accepted and agreed on the	of,, ay Month Year				
Per:					
Clie	nt Company Name				
Print	Name & Title				
S	ignature				

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not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the ben efit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or p andemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

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Stantec Consulting Services Inc. One Carlson Parkway North, Suite 100 Plymouth MN 55447

January 31, 2023

Shingle Creek Watershed Management Commission 3235 Fernbrook Lane North

Plymouth, MN 55447

Dear Shingle Creek Watershed Management Commission,

Stantec appreciates the opportunity to present this scope of services and fee proposal for the Shingle Creek Regional Trail Bank Stabilization and Fish Access Improvements project. The primary project objectives are to develop feasible solutions for bank stabilization and fishing access improvements along the Shingle Creek Regional Trail between Xerxes Avenue N and the trail crossing north of Palmer Lake (Figure 1).



Figure 1. Study area (highlighted) between Xerxes Ln and Palmer Lake.

Scope of Work

Proposed services include desktop analysis and base-mapping; data collection and field assessment / evaluation; topographic and utility survey; development of concept alternatives and technical memorandum; and preparation of preliminary plans of the selected alternative. The focus of this project area is a segment of Shingle Creek Regional Trail / Shingle Creek approximately 2,000-feet in length.

We will coordinate the work with Shingle Creek Watershed Management Commission (SCWMC) and partners City of Brooklyn Park (City) and Three Rivers Park District (TRPD). Please reference the following task descriptions for more detailed explanations of the work proposed and the associated deliverables.

January 31, 2023 Shingle Creek Watershed Management Commission Page 2 of 5

Reference: Shingle Creek Regional Trail Bank Stabilization & Fish Access Improvements Feasibility Study

Task 1 – Data Collection and Review

Subtask 1.1 – Desktop Analysis and Base-mapping

- Facilitate a project kick-off meeting with TRPD, City and Stantec staff to review project scope, goals, and schedule (virtual).
- Review SCWMC and City previous studies, planning documents, and publicly available soils, hydrology, wetland, vegetation, and historical aerial imagery of the creek area, gather available utility information, and review modelling, water quality, and flow data from SCWMC.
- Identify data gaps and perform subtasks 1.2 and 1.3 to fill critical data gap needs.
- Review existing PCSWMM hydraulic model data, features, and results.

Subtask 1.2 – Field Visit Assessment

- Visit site to note potential constraints, current channel conditions, eroded banks, hydrogeologic factors like springs and seeps, vegetation quality, storm sewer outfalls and infrastructure, and trail impacts within the project area.
- Observe wildlife and plant communities within and around the current and potential creek route. At a minimum, we will want to minimize ecological impacts, but we may discover an opportunity for habitat improvement in addition to water quality improvements.
- Collect data to weigh preliminary planning alternatives against the Minnesota Stream Quantification Tool (MNSQT).

Subtask 1.3 - Topographic Field Survey

- Perform topographic and public utility survey along a 75-ft wide corridor for the proposed creek alternative. We will survey channel cross sections on 150 – 200-ft intervals as well as site features and locating trees over 6-inches DBH within the survey corridor limits.
- Survey will be completed in the late spring (while leaves are not present) as we can utilize GPS technology and collect more site information that might be obscured in the summer.

Task 1 Deliverables: Kickoff meeting minutes, compiled data basemaps (PDF), topographic survey plan (PDF and CAD data), field investigation site observations.

Task 2 – Alternatives Evaluation and Technical Memorandum

Alternatives Evaluation: We will use the Task 1 deliverables to inform the initial design meeting among Stantec, TRPD, and City staff. We will discuss potential solutions, permitting considerations and funding opportunities, and City, TRPD, and adjacent landowner involvement.

Based on direction and outcomes of this meeting, our team will update the water quality calculations, analyze and use Task 1 findings to inform possible design options, and generate up to two (2) feasible, conceptual design alternatives, calculating estimated pollutant reduction and AACE Class 4 (feasibility study level) opinion of probable costs for each alternative. These alternative designs will address potential

Reference: Shingle Creek Regional Trail Bank Stabilization & Fish Access Improvements Feasibility Study

fishing access points, bank stabilization, erosion and sediment control practices, water control practices, infrastructure impacts, visual quality and 'fit' within the surrounding area.

Technical Memorandum: The conceptual design alternative work will be presented in a technical memo describing and summarizing the desktop and field data collection and analysis, design alternative elements and impacts to the surrounding areas, project cost estimates, pollutant reduction estimates, and a comparison table of each alternative focusing on cost and pollutant reduction / water quality improvement potential.

After transmitting the conceptual design alternatives technical memo, we will schedule a progress meeting with City, TRPD, and Stantec staff to discuss the proposed designs and any desired changes.

Task 2 Deliverables: Draft technical memorandum with supporting exhibits, meeting minutes

Task 3 – 30% Preliminary Design of Selected Alternative

After presenting the Task 2 technical memo, we will be able to select one or more components of the two alternatives to proceed with refining one (1) design alternative into 30% preliminary design plans, sections, profiles, modelling, and cost estimate that incorporates anticipated construction limits, access, and easements.

We will update the cost estimate according to the 30% preliminary design plans and a AACE Class 3 (budgetary) estimate. We believe this level of detail and accuracy will aid SCWMC and the City in exploring all potential funding sources and will build confidence in the project solution moving forward.

Along with the preliminary design data, modelling, details, and plans, we will update the design memo from Task 2 to reflect the changes and refinements made. This final set of deliverables will be sufficient for the watershed to submit for grant funding applications and shall be provided in electronic format.

We assume and have included communications and effort to address minor comments that may arise during finalization of and submittal of the preliminary design deliverable.

<u>Task 3 Deliverables</u>: Preliminary plans and opinion of probably cost, final technical memorandum with supporting exhibits, meeting minutes

Assumptions:

- Stantec assumes that City and TRPD will grant Stantec access to walk through the project area for field visit and assessment purposes.
- Scope of work assumes channel is safely wadeable. If creek is not wadeable, field measurement methods may be modified to gather the data sufficient to complete the preliminary evaluation.
- Scope of work does not include permitting, permit agency engagement, or biological or physicochemical field sampling or analysis.

January 31, 2023 Shingle Creek Watershed Management Commission Page 4 of 5

Reference: Shingle Creek Regional Trail Bank Stabilization & Fish Access Improvements Feasibility Study

Project Staff

•	Project Manager	Sarah Harding
•	Water Resources Engineer	Erik Megow, Jordan Wochenske
•	GIS	Aaron Hyams, Katy Berglund
•	Survey	Ryan Ness, Jason Nelson
•	Senior Soil Scientist	Matthew Summers
•	Senior Environmental Scientist	Brady McPherson
•	Senior Water Resources Engineer	Todd Shoemaker, Ed Matthiesen

Fee Estimate

Stantec will execute the scope of work described above for the fee outlined below on a time and materials basis and according to the attached terms and conditions. We will not exceed the amount indicated without prior authorization from the SCWMC. Should the Commission approve this proposal, staff recommend the work be funded by reallocating from the Commission's Cost Share Projects account.

			TAS	K TC	TALS	
No.	Description	HOURS	LABOR	E	XPENSES	FEE
1	Data Collection and Analysis	49	\$ 10,448	\$	312	\$ 10,760
2	Alternatives Evaluation and Technical Memorandum	67	\$ 10,108			\$ 10,108
3	30% Preliminary Design	28	\$ 4,132			\$ 4,132
	TOTALS	144	\$ 24,688	\$	312	\$ 25,000

We look forwarding to discussing this proposal and are happy to review our approach and scope of work with you. Should you have any questions, please don't hesitate to contact me via phone or email.

Best regards,

STANTEC CONSULTING SERVICES INC.

Todd Shoemaker PE, CFM Senior Water Resources Engineer] Phone: 651-294-4585] Mobile: 612-414-7166 todd.shoemaker@stantec.com January 31, 2023 Shingle Creek Watershed Management Commission Page 5 of 5

Reference: Shingle Creek Regional Trail Bank Stabilization & Fish Access Improvements Feasibility Study

By signing this proposal,	authorizes Stantec to proceed				
with the services herein described and the Client acknowledges that it has read and agrees to be bound by					
the attached Professional Services Terms and Condi	tions.				
This proposal is accepted and agreed on the	of, Month Year				
Per:					
Client C	ompany Name				
Print Nam	e & Title				
Signa	ture				

The following Terms and Conditions are attached to and formpart of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DES RIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

DES RIPTION OF CLIEN : The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

TERMS AND ONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENS TION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field in vestigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, in demnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMI ATION OF I BILI Y: It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and subcontractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or n ot. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold hamless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are

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not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

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SHINGLE CREEK / WEST MISSISSIPPI WATERSHED MANAGEMENT COMMISSION MONTHLY COMMUNICATION LOG January 2023

Date	From	То	SC	WM	Description
1/9/23	Chloe Gloeckner, SEH	Todd Shoemaker	х		Discuss stormwater management requirements for access road improvements at Crystal Airport.
1-10-23	State of MN SWIFT	Diane Spector	х		Confirmation that the Shingle Creek grant application for Climate Resilience was successfully submitted
1/23/23	Todd Shoemaker	Nick Proulx, DNR	х		Discuss DNR involvement in future Shingle Creek stabilization and remeander project
1-24-23	Rachel Crabb and Jeanette Lutter-Gardell, MPRB	Diane S	х		Invitation to look for ways to partner on education and outreach through the MPRB and at North Mississippi Regional Park.
1-26-23	John Evens, Hennepin County	SCWMWMC	х	х	Notice of an upcoming workshop on the Hennepin County Groundwater Atlas and available tools. Lissa Stillman of Stantec will attend and report back.
1/27/23	Todd Shoemaker	Tim Olson, Bolton & Menk		x	Three Rivers Park District submitted a complete project review application on November 28, 2022. In an email to Todd Shoemaker on January 27, 2023, the applicant acknowledged some site changes were still occurring, and therefore, requested an additional 60 days for this project review. Stantec extended the review deadline to March 28, 2023.
1-27-23	SCWM WMC	Various	х	х	Forwarded to commenters responses to their comments on the 60-day review version of the Fourth Generation Plan

From: John Anderson <<u>johna@conservationminnesota.org</u>>
Sent: Wednesday, January 25, 2023 3:41 PM
To: Judie Anderson <<u>Judie@jass.biz</u>>
Subject: Re: Invitation to Support the Reauthorization of the ENRTF Lottery Dedication

Hello Judie,

My name is John Anderson, and I'm the local government Program Manager at Conservation Minnesota. I was following up to a previous email on behalf of a nonpartisan, multi-sector alliance seeking to renew funding for Minnesota's Environment and Natural Resources Trust Fund (ENRTF). During this year's legislative session, we're beginning to grow our coalition to incorporate the voices of stakeholders that continue to benefit from the ENRTF's impacts across the state. We're hoping you'll join us to help preserve the ENRTF for future generations.

For over three decades, the ENRTF has enabled our state to maintain a stable, long-term source of funding to protect the land, air, water, wildlife, and other natural resources that define, benefit, and promote the Minnesota we love.

The ENRTF was founded through a popular constitutional amendment in 1988, with funding from a portion of the net proceeds of the state lottery. And in 1998, voters overwhelmingly approved a third amendment to extend the constitutional dedication of lottery proceeds to the ENRTF until 2025. Accordingly, we're working to reconvene this coalition and to put the reauthorization of the ENRTF's lottery dedication back on the ballot for voters in 2024.

We're inviting stakeholders to add their name to a sign-on letter to legislators supporting the reauthorization of the ENRTF's lottery dedication. If you're interested, I can send along some resources provide more information, including our sign-on letter, our reauthorization proposal principles, and two informative briefs on the ENRTF. Additional FAQs on the ENRTF can be found on the LCCMR's website at: <u>https://www.lccmr.mn.gov/about/faq-index.html</u>.

I'm also happy to arrange a meeting in person or online as well as answer any questions that you might have about this invitation and the reauthorization process.

If your organization is interested in signing on, if you're interested in learning more, or if you'd like to redirect me to a more appropriate contact, <u>please fill out the form</u> or simply reply to this email. We'll be quick to get back to you with any necessary responses and/or next steps.

You can find more information about the ENRTF <u>at our website</u>. https://www.legacy.mn.gov/environmentnatural-resources-trust-fund

Thank you for your time and consideration. Please feel free to reach out with any questions, comments, or concerns. Again, we sincerely hope you'll join us to help preserve the benefits of the ENRTF for years to come.

Best, John Anderson

John Anderson Local Government Program Manager CONSERVATION MINNESOTA | main 612.767.2444

1101 West River Parkway, Suite 250 Minneapolis, MN 55415 conservationminnesota.org

Memo

То:	Shingle Cr Shingle Cr	Shingle Creek/West Mississippi WMO Commissioners Shingle Creek/West Mississippi WMO TAC					
From:	Diane Spe Troy Gilcre	Diane Spector Troy Gilcrest					
Date:	February 3	February 3, 2023					
Subject: Joint Powers Agreement Update							
Recomme Commissio	nded on Action	Each Commission should authorize the Attorney to draft revised JPAs in accordance with the attached proposed scope of services. Shingle Creek will fund its 50% share of the cost from its Fourth Generation Plan designated account, while West Mississippi will fund its 50% share from unrestricted cash reserves.					

During the development of the Fourth Generation Plan staff noted that the current Joint Powers Agreement (JPA) would expire during the ten-year period covered by the plan. Staff proposed and the Commissioners agreed to wait until the plan was complete to start the process of amending and renewing the JPAs that enable and govern the Commissions.

The attorne has estimated that the cost of updating the JPAs would be about \$7,000. If any controversial issues arise during development, the final cost may be more than that. However, the work required is mainly to refresh the the documents by eliminating outdated or no longer relevant text, and clarifying authorities to incorporate curent policies and practices, which have evolved since the JPAs were first developed over 30 years ago.

The Attorney proposes to draft a new JPA for Shingle Creek first, assuming West Mississippi will be largely a mirror of that document. That work should be complete by this spring/summer, depending on any unforseen issues or complications. The revised JPAs would then be presented to the cities for their review and approval. The TAC should discuss and provide input on the desired process to obtain City Manager and City Council review and comment. There has been some turnover in City Managers in recent years, and it may be helpful to host a virtual informational meeting to help the managers understand the work and accomplishments of the Commissions so they can advise their City Councils.

Since the documents will be essentially the same, the attorney suggests splitting the cost of JPA development 50/50 between the two Commisions, or an estimated \$3,500 each. The Shingle Creek Commission set aside a contribution from the operating budget each year to help fund the work and accumulated \$62,000 in that restricted account, of which \$52,500 was used to fund its share of the Fourth Gen Plan development. West Mississippi did not set aside specific dedicated funding but funded its share of the work from its unrestricted cash reserves. Both sources are adequate to fund the proposed JPA update work. Staff recommends the Commissions authorize the attorney to begin this work.



Troy J. Gilchrist 150 South Fifth Street Suite 700 Minneapolis MN 55402 (612) 337-9214 telephone (612) 337-9310 fax tgilchrist@kennedy-graven.com http://www.kennedy-graven.com

Also: St. Cloud Office 501 W. Germain Street, Suite 304 St. Cloud, MN 56301 (320) 240-8200 telephone

MEMORANDUM

To: Shingle Creek Watershed Management Commission West Mississippi Watershed Management Commission

From: Troy Gilchrist

Date: February 2, 2023

Re: Proposal to Update Joint Powers Agreements

We have discussed at various meetings the need to update the joint powers agreements (JPAs) for both commissions. Both JPAs will terminate at the end of 2024. Working to update the documents now should allow sufficient time for the commissions to review drafts at their meetings and then approach cities for adoption in 2024.

As I previously mentioned, I have more time over the winter months to work on projects such since my workload sharply increases in the spring through the summer. As such, I am submitting a proposal to start working on the updating the JPAs with the goal of having drafts for review sometime this spring.

The way I approach projects like this is to give an estimate of what I think it may cost to complete the work, but to make it clear I will bill only for the time actually spent on the project. That will result in a final cost that is more or less than the estimate. I approach projects this way because working on policy issues/agreements always involve variables that are nearly impossible to predict in advance. For example, how many revisions or requests for additional language will the commissions request, will I be asked to attend any additional meetings, speak with city staff, etc. In this case, I do not anticipate much additional work beyond the drafting and some revisions so the estimate reflects that expectation.

I estimate a cost of \$3,500 for each commission to update their respective JPAs (i.e., total estimate of \$7,000). Again, I will only bill for the time actually spent on the project, but I anticipate being able to complete the updated documents for less than the estimate with some relatively minor additional edits. The cost would likely only go above the estimate if there are

page 105

more variables involved than anticipated at this point (e.g., work on consolidating the commissions, attend separate meetings, etc.).

Feel free to let me know if there are any questions. Otherwise, it would be helpful if each commission would act to authorize the project at the meeting so I can begin the work.

Thank you.

Memo

То:	Shingle Creek/West Mississippi WMO Commissioners	
From:	Diane Spector	
Date:	February 3, 2023	
Subject:	Chloride Limited Liability Legislation	
Recommended		Review and discuss.

Companion bills intended to help reduce chloride loading in Minnesota have been again introduced into the state legislative process this session. <u>HF820/SF755</u> would formally establish a certification program for commercial applicators to learn about best management practices for applying road salt and related products for controlling snow and ice. The bills would also limit the liability of those operators and property owners against financial damages from slips and falls if the applicator and owners are certified and that BMPs in accordance with the practices were undertaken and documented.

This legislation would provide a significant incentive for private applicators to get trained and certified and would help address probably the biggest barrier to the reduction in the use of salt by private applicators and property managers: fear of being sued for slips and falls.

While there is currently a certification program, the MPCA developed and managed that program using grant funds. This legislation would allow the agency to charge a fee to allow the program to be self-funding.

Similar legislation was introduced the last few sessions and, while there was considerable support through the various committee hearings, never made it to final adoption. A citizens' advocacy group SOS, Stop Over Salting, has been working tirelessly over the past few years to track and promote the legislation.

We will keep an eye on this legislation as it makes it way through the committee process. SOS sometimes contacts us to ask Commissioners with Senators or Representatives on key committees to contact them to ask for their support. Certainly, Commissioners are free to contact their legislative delegation at any time whether the bill is in committee or going for a floor vote. The Commissions could also take a formal position and express its support for the bills to all the senators/representatives whose districts encompass some part of the watersheds.

1



Memo

- 1.1 A bill for an act
- 1.2 relating to environment; establishing certified salt applicator program; limiting
- 1.3 liability; requiring a report; proposing coding for new law in Minnesota Statutes,
- 1.4 chapter 116.
- 1.5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.6 Section 1. [116.2025] SALT APPLICATORS; VOLUNTARY CERTIFICATION

1.7 **PROGRAM.**

- 1.8 <u>Subdivision 1.Definitions.</u> For purposes of this section, the following terms have the
 1.9 <u>meanings given:</u>
- 1.10 (1) "certified commercial applicator" means an individual who applies deicer, completed
- 1.11 training on snow and ice removal and deicer application approved by the commissioner,
- 1.12 and passed an examination after completing the training;
- 1.13 (2) "commercial applicator" means an individual who applies deicer for hire but does
- 1.14 <u>not include a municipal, state, or other government employee;</u>
- 1.15 (3) "deicer" means any substance used to melt snow and ice, or used for its anti-icing
- 1.16 effects, on privately owned surfaces traveled by pedestrians and vehicles; and
- 1.17 (4) "owner" means a person that owns or leases real estate and that enters into a written
- 1.18 contract with a certified commercial applicator for snow and ice removal and deicer
- 1.19 <u>application.</u>

1.20 Subd. 2. Voluntary certification program; best management practices. (a) The

- 1.21 <u>commissioner of the Pollution Control Agency must develop a training program that promotes</u>
- 1.22 <u>best management practices for snow and ice removal and deicer application that protect</u>
- 2.1 water quality and allows commercial applicators to obtain certification as a water-friendly
- 2.2 <u>applicator. The commissioner must certify a commercial applicator as a water-friendly</u>
- 2.3 <u>applicator if the applicator successfully completes the program and passes the examination.</u>
- 2.4 (b) The commissioner, in consultation with the University of Minnesota, must provide
- 2.5 additional training under this section for certified commercial applicators renewing
- 2.6 <u>certification after their initial training and certification.</u>
- 2.7 (c) The commissioner, in consultation with the University of Minnesota, must provide
- 2.8 <u>the training and testing module at locations statewide and may make the recertification</u>
 2.9 training available online.
- 2.10 (d) The commissioner, in consultation with the University of Minnesota, must annually
- 2.11 post the best management practices and a list of certified commercial applicators on the
- 2.12 <u>agency's website.</u>
- 2.13 (e) The commissioner may charge a fee of no more than \$350 per certified commercial
- 2.14 applicator for the training or recertification under this section. Fees collected under this
- 2.15 <u>subdivision must be deposited in the environmental fund.</u>
- 2.16 <u>Subd. 3.Liability. (a) A certified commercial applicator or an owner is not liable for</u>
 2.17 damages arising from hazards resulting from the accumulation of snow and ice on any real


Memo

- 2.18 estate maintained by the certified commercial applicator when the hazard is solely caused
- 2.19 by snow or ice and the certified commercial applicator used the best management practices
- 2.20 for snow and ice removal and deicing approved by the commissioner.
- 2.21 (b) Nothing in paragraph (a) prevents or limits the liability of a certified commercial
- 2.22 <u>applicator or owner if the certified commercial applicator or owner:</u>
- 2.23 (1) commits an act or omission that constitutes gross negligence or willful or wanton
- 2.24 disregard for the safety of entrants onto real estate of the owner that is maintained by the
- 2.25 <u>certified commercial applicator and that act or omission proximately causes injury, damage,</u>
- 2.26 <u>or death;</u>
- 2.27 (2) intentionally injures an entrant on real estate of the owner that is maintained by the
- 2.28 <u>certified commercial applicator; or</u>
- 2.29 (3) fails to comply with the best management practices for snow and ice removal and
- 2.30 <u>deicer application approved by the commissioner.</u>
- 2.31 (c) The liability of a commercial applicator who applies deicer but is not certified under
- 2.32 <u>this section may not be determined under the standards provided in this subdivision.</u>
- 3.1 <u>Subd. 4. **Record keeping.**</u> A certified commercial applicator must maintain the following
- 3.2 records as part of the best management practices approved by the commissioner:
- 3.3 (1) a copy of the applicator's certification approved by the commissioner and any
- 3.4 <u>recertification;</u>
- 3.5 (2) evidence of passing the examination approved by the commissioner;
- 3.6 (3) copies of the winter maintenance assessment tool requirements developed by the
- 3.7 <u>commissioner;</u>
- 3.8 (4) a written record describing the road, parking lot, and property maintenance practices
- 3.9 <u>used. The written record must include the type and rate of application of deicer used, the</u>
- 3.10 dates of treatment, and the weather conditions for each event requiring deicing. The records
- 3.11 <u>must be kept for a minimum of six years; and</u>
- 3.12 (5) proof of compliance with the reporting requirements under subdivision 7.
- 3.13 Subd. 5. Penalty. The commissioner may revoke or decline to renew the certification
- 3.14 of a commercial applicator who violates this section or rules adopted under this section.
- 3.15 <u>Subd. 6. Relation to other law.</u> Nothing in this section affects municipal liability under
 3.16 <u>section 466.03.</u>
- 3.17 Subd. 7. **Reporting required.** By July 1 each year, a certified commercial applicator
- 3.18 <u>must submit to the commissioner on a form prescribed by the commissioner the amounts</u>
- 3.19 <u>and types of deicers used in the previous calendar year.</u>
- 3.20 <u>Subd. 8. Expiration.</u> This section expires August 1, 2030.
- 3.21 **EFFECTIVE DATE.** This section is effective August 1, 2023, and applies to claims
- 3.22 <u>arising on or after that date.</u>



LIABILITY COVERAGE – WAIVER FORM

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

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

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

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

LEAGUE OF MINNESOTA CITIES INSURANCE TRUST

145 University Avenue West PH: (651) 281-1200 FX: (651) 281-1298 St Paul Miningsota 55103

TF: (800) 925-1122

www.lmc.org

LMCIT Member Name: Shingle Creek Watershed Management Commission

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by <u>Minn.</u> <u>Stat. § 466.04</u>.

The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. <u>466.04</u>, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: February 9, 2023

Signature:

Position: Administrator



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

PH: (651) 281-1200 FX: (651) 281-1298 TF: (800) 925-1122

LMCIT Member Name: West Mississippi Watershed Management Commission

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by <u>Minn.</u> <u>Stat. § 466.04</u>.

The member **WAIVES** the monetary limits on municipal tort liability established by <u>Minn. Stat. §</u> 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: February 9, 2023

Signature:_____

Position: Administrator