

May 5, 2022

Commissioners  
Shingle Creek and West Mississippi  
Watershed Management Commissions  
Hennepin County, Minnesota

The agenda and meeting packet are available to all interested parties on the Commission's web site.  
<http://www.shinglecreek.org/minutes--meeting-packets.html>

Dear Commissioners:

Regular meetings of the Shingle Creek and West Mississippi Watershed Management Commissions will be held **Thursday, May 12, 2022**, in the downstairs Community Room in Crystal City Hall, 4141 Douglas Drive. Lunch will be served at 12:00 noon and the meetings will convene concurrently at 12:45.

The Technical Advisory Committee (TAC) will meet prior to the regular meeting at **11:30 a.m.**, also in person.

The Commissions will suspend their meetings at 12:45 p.m. for the purpose of conducting a public meeting on a proposed Minor Amendment to the Shingle Creek/West Mississippi Third Generation Watershed Management Plan. The regular meetings will resume immediately after the public meeting concludes.

Please email me at [judie@jass.biz](mailto:judie@jass.biz) to confirm whether you or your Alternate will be attending the regular meeting so that sufficient food can be ordered.

\_\_\_\_\_ I will be attending.

\_\_\_\_\_ I will be attending but DO NOT want a meal.

\_\_\_\_\_ I will not be attending the regular meeting.

We must make final reservations by **noon Wednesday, May 11, 2022**.

Thank you.

Regards,

Judie A. Anderson  
Administrator

cc: Alternate Commissioners  
Stantec Consulting Services  
Metropolitan Council

Member Cities  
BWSR  
DNR

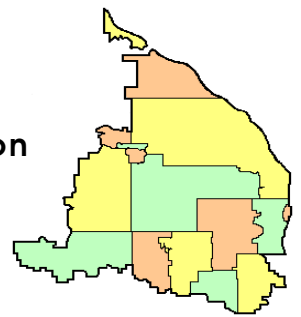
Troy Gilchrist  
MPCA

TAC Members  
HCEE

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## Watershed Management Commission



3235 Fernbrook Lane N • Plymouth, MN 55447  
Tel: 763.553.1144 • Fax: 763.553.9326  
Email: judie@jass.biz • Website: www.shinglecreek.org

A combined regular meeting of the Shingle Creek and West Mississippi Watershed Management Commissions will be convened on Thursday, May 12, 2022, at 12:45 p.m. in the Community Room, Crystal City Hall, 4141 Douglas Drive. 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 meeting on a proposed Minor Amendment to the Shingle Creek/West Mississippi Third Generation Watershed Management Plan. The regular meetings will resume immediately after the public meeting concludes.

### AGENDA

1. Call to Order.
    - SCWM a. Roll Call.
    - ✓ SCWM b. Approve Agenda.\*
    - ✓ SCWM c. Approve Minutes of Last Meeting.\*
  2. Reports.
    - ✓ SC a. Treasurer's Report and Claims\*\* - voice vote.
    - ✓ WM b. Treasurer's Report and Claims\*\* - voice vote.
- Suspend regular meetings.*
- SCWM 3. Public Meeting for Minor Plan Amendment to SCWM Third Generation Plan.
    - a. Staff Report.\*
    - b. Commission discussion.
    - c. Open Public Meeting.
      - 1) Receive Written Comments.
      - 2) Receive Comments from Public.
    - d. Close Public Meeting.
    - e. Commission Discussion.
    - ✓ SC f. Consider Resolution SC2022-01.\*
    - ✓ WM g. Consider Resolution WM2022-01.\*
- Resume regular meetings.*
4. Open forum.
  5. Project Reviews.
  - ✓ SC 6. Maintenance Levy.\*
  7. Fourth Generation Plan.\*
    - a. Diversity and Inclusion Workshop.
    - b. Education and Outreach Framework.
    - c. Implementation Plan.

(over)

- 8. 2023 Operating Budgets.
  - ✓ SC a. Shingle Creek.\*
    - 1) Member Assessments.\*
  - ✓ WM b. West Mississippi.\*
    - 1) Member Assessments.\*
- 9. Watershed Management Plan.
  - SC a. Impaired Waters Status.\*
  - SCWM b. Technical Advisory Committee Report - verbal.
- 10. Water Quality.
- 11. Grant Opportunities.
  - ✓ SC a. Accept Conservation Partners Legacy Grant – Bass Lake Vegetation Improvements.
    - 1) Grant.\*
    - 2) Worksheet.\*
    - 3. CLP Quote.\*
    - 4) Delineation.\*
    - ✓ SC 5) Contract.\*
  - ✓ SCWM b. WBIF Convene Report.\*
- SCWM 12. Education and Public Outreach.
  - a. WMWA – update.\*\*
  - b. Next WMWA meeting – 8:30 a.m., Tuesday, June 8, 2021.
- SCWM 13. Staff Report – no report.
- 14. Communications.
  - SCWM a. Communications Log.\*
- 15 Liability Insurance Non-Waiver.
  - ✓ SC a. SC.\*
  - ✓ WM b. WM.\*
- 16. Adjournment.

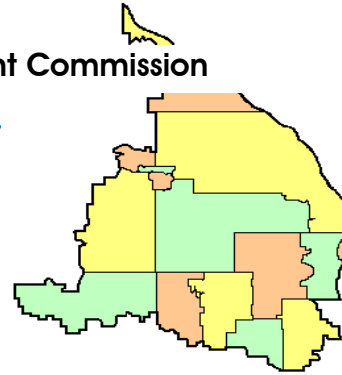
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\* In meeting packet or emailed \*\* Supplemental email / Available at meeting

\*\*\*Previously transmitted

\*\*\*\* Available on website

✓ Item requires action



## MINUTES

**April 14, 2022**

(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 12:47 p.m. on Thursday, April 14, 2022, at Crystal City Hall, 414 Douglas Drive, Crystal, MN.

Present for Shingle Creek were: David Mulla, Brooklyn Center; 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, Ed Matthiesen, and Ali Stone, Stantec; Troy Gilchrist, Kennedy & Graven; and Judie Anderson, JASS.

Not represented: Brooklyn Park.

Present for West Mississippi were: David Mulla, Brooklyn Center; Melissa Collins, Brooklyn Park; Gerry Butcher, Champlin; Karen Jaeger, Maple Grove; John Roach, Osseo; Diane Spector, Ed Matthiesen, and Ali Stone, Stantec; Troy Gilchrist, Kennedy & Graven; and Judie Anderson, JASS.

Also present were: Mitchell Robinson, Brooklyn Park; Heather Nelson, Champlin; Mark Ray, Crystal; Derek Asche, Maple Grove; Liz Stout, Minneapolis; Bob Grant and Nick Macklem, New Hope; Amy Riegel, Plymouth; and Kris Guentzel, Hennepin County Environment and Energy.

## II. Agendas and Minutes.

Motion by Schoch, second by Wills to approve the **Shingle Creek agenda**.\* *Motion carried unanimously.*

Motion by Jaeger, second by Collins to approve the **West Mississippi agenda**.\* *Motion carried unanimously.*

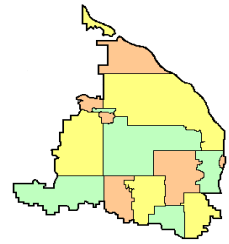
Motion Jaeger, second by Schoch to approve the **minutes of the March 10, 2022, regular meeting**.\* *Motion carried unanimously.*

Motion by Butcher, second by Roach to approve the **minutes of the March 10, 2022, regular meeting**.\* *Motion carried unanimously.*

## III. Finances and Reports.

A. Motion by Schoch, second by Wills to approve the Shingle Creek **April Treasurer's Report\* and claims** totaling \$33,012.16. Voting aye: Mullin, Orred, Jaeger, Schoch, Wills, Roach, Polzin, and Sicora; voting nay: none; absent: Brooklyn Park.

B. Motion by Jaeger, second by Butcher to approve the **West Mississippi April Treasurer's Report\* and claims** totaling \$11,842.34. Voting aye: Mulla, Collins, Butcher, Jaeger, and Roach; voting nay: none.



#### IV. Open Forum.

Matthiesen shared the news that the **Brook Gardens Clean Water + Livability project** was awarded the Local Sustainability Impact award from the Environmental Initiative this year. These statewide awards are an exciting acknowledgement of the community partnerships that are leading this project, including the Shingle Creek Commission.

#### V. Project Review.

**A. SC2022-02 Nathan Lane Business Center, Plymouth.\*** Redevelopment of property with a 90,000 square foot office/warehouse building and associated parking lot on an approximately 6-acre site located at 5005 Nathan Lane North. Following development, the site will be 78 percent impervious with 4.7 acres of impervious surface, an increase of 2.0 acres. A complete project application was received on February 24, 2022.

To comply with the Commission's water quality treatment requirement, the site must provide ponding designed to NURP standards with dead storage volume equal to or greater than the volume of runoff from a 2.5" storm event, or BMPs providing a similar level of treatment - 85% TSS removal and 60% TP removal. Infiltrating 1.3-inches of runoff, for example, is considered sufficient to provide a similar level of treatment. Runoff from the site is proposed to be routed to two Kraken filtration systems. The two systems meet the Commission water quality treatment requirements.

Commission rules require that site runoff is limited to existing rates for the 2-, 10-, and 100-year storm events. Runoff from the site is directed to two underground detention systems. The applicant meets Commission rate control requirements.

Commission rules require the site to infiltrate 1.0 inch of runoff from new impervious area within 48 hours. The new impervious area on this site is 4.7 acres, requiring infiltration of 17,061 cubic feet within 48 hours. Because of poor onsite soils, the applicant proposes to filter the required volume within 48 hours. The applicant meets Commission filtration requirements.

The erosion control plan includes a rock construction entrance, perimeter silt fence/biolog, and inlet protection. The erosion control plan meets Commission requirements.

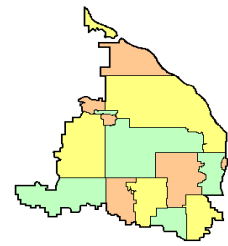
The National Wetlands Inventory does not identify any wetlands on site. The applicant meets Commission wetland requirements. There are no Public Waters on this site. The applicant meets Commission Public Waters requirements.

There is no FEMA-regulated floodplain on this site. The low floor elevations of the buildings are at least two feet higher than the Atlas 14 high-water elevation of the underground detention systems. The applicant meets Commission floodplain requirements.

The site is not located in a Drinking Water Management Area (DWSMA). The applicant meets Commission drinking water protection requirements.

A public hearing on the project was conducted on February 8, 2022 as part of the City of Plymouth Planning Commission and City Council review of this project, meeting Commission public notice requirements.

A draft Operations & Maintenance (O&M) agreement between the applicant and the City was provided.



Motion by Sicora, second by Schoch to advise the City of Plymouth that project SC2022-02 is approved with the following conditions:

1. Amend the Stormwater Best Management Practice Operation & Maintenance Plan for the Kraken units to include:
  - a. Evidence of a contract with a qualified vendor to conduct maintenance.
  - b. Expected maintenance intervals based on annual runoff volume and sediment loading to each device with a maximum maintenance interval of one year.
  - c. Expected filter media replacement interval.
  - d. Cost estimate for maintenance and replacement of the filter media.
2. Include references to specific north and south Kraken models on Sheet C6.01. "Bio Clean Kraken Filter-01" shall reference KF-8-14-72, and "Bio Clean Kraken Filter-02" shall reference KF-8-12-72.

*Motion carried unanimously.*

**B. WM2022-002 NorthPark Business Center Buildings 8-10 + Xylon Ext, Brooklyn Park.\***  
Construction of three office-warehouse buildings and a new city street on approximately 34 acres. Following development, the site will be 76 percent impervious with 26 acres of impervious surface, an increase of 26 acres. A complete project application was received on March 14, 2022.

To comply with the Commission's water quality treatment requirement, the site must provide ponding designed to NURP standards with dead storage volume equal to or greater than the volume of runoff from a 2.5" storm event, or BMPs providing a similar level of treatment - 85% TSS removal and 60% TP removal. Infiltrating 1.3-inches of runoff, for example, is considered sufficient to provide a similar level of treatment. If a sump is used the MnDOT Road Sand particle size distribution is acceptable for 80% capture.

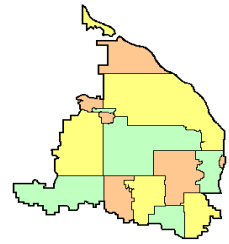
Runoff from the site is proposed to be routed to four wet ponds and one infiltration basin. The 200-acre Northpark Business Center is landlocked, so all runoff is infiltrated on-site, including back-to-back 100-year events. Commission rules require that site runoff is limited to predevelopment rates for the 2-10-, and 100-year storm events. The applicant proposes to manage all runoff on-site. The applicant meets Commission rate control requirements

Commission rules require the site to infiltrate 1.0 inch of runoff from new impervious area within 48 hours. The new impervious area on this site is 26 acres, requiring infiltration of 2.2 acre-feet within 48 hours. The applicant proposes to infiltrate all runoff onsite due to highly permeable soils that have the capacity to infiltrate more than the required volume within 48 hours. The applicant meets Commission volume control requirements.

The erosion control plan includes rock construction entrances, sediment traps during construction, perimeter silt fence, inlet protection, rip rap at pond inlets, and native seed specified on the pond slopes. The erosion control plan meets Commission requirements.

The National Wetlands Inventory does not identify any wetlands on site. The applicant meets Commission wetland requirements. There are no Public Waters on this site. The applicant meets Commission Public Waters requirements. There is no FEMA-regulated floodplain on this site. The applicant meets Commission floodplain requirements.

In a telephone conversation on May 29, 2014 between Erik Megow of Wenck Associates and Dan Bowar of EVS Engineering, Mr. Bowar had stated that there is no known groundwater contamination



on the project site. The site is located in a Drinking Water Supply Management Area (DSWMA); however, it is outside the emergency response area.

A public hearing on the project was conducted in October 2021 as part of Planning Commission and City Council review of this project, meeting Commission public notice requirements.

An Operations & Maintenance (O&M) agreement between the applicant and the City of Brooklyn Park was submitted and executed for previously constructed stormwater ponds and basins. A new agreement maintenance plan has been submitted for Buildings 8-10.

Motion by Mulla, second by Collins to advise the City of Brooklyn Park that Project WM2022-002 is approved with two conditions:

1. Create and submit a one- or two-dimensional unsteady runoff and hydraulic model (i.e., XP-SWMM, PC-SWMM, EPA-SWMM) for the Northpark Business Center. The current HydroCAD model routing methods do not accurately predict reverse flow conditions, which does not allow for accurate calculation of high water levels.

2. The Commission advises Scannel Properties to complete a chloride management plan and use the attached information from the Nine Mile Creek Watershed District as a guideline. Template-Chloride-Management-Plan\_Final.pdf (ninemilecreek.org)

*Motion carried unanimously.*

#### **VI. Fourth Generation Watershed Management Plan.**

Staff's April 8, 2022, memo\* discussed three items relating to public input.

**A. Equity in Watershed Management Workshop.\*** Reminder of this upcoming workshop on Monday, April 25, 6-8 pm at the Crystal Community Center. Hennepin County Commissioner Irene Fernando will be the host of the evening. Several speakers will talk about strategies for enhanced inclusion and equity in our work as stewards of natural and water resources in the watersheds, and there will be an opportunity to break out into small groups to share thoughts and ideas.

**B. CAC Meetings.** Cities have started holding their first CAC meetings with citizen commissions. The initial meeting is focused on providing an overview of the WMOs and what they do and have achieved, to explore the issues that residents think are important, and get feedback about preferred methods of communication. The second meeting, in a few months, will review and get feedback on the specific strategies and actions that you will be focusing on over the next ten years.

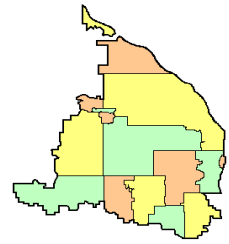
**C. Other Public Input.** Staff will be developing and publishing a series of short online surveys over the next several weeks to obtain further input. Their plan is to disseminate the links to these surveys using city websites and social media, as well as social media and email lists that lake associations use to stay connected.

1. What are some things you'd particularly like to know?
2. Do you have some suggestions for obtaining additional feedback?

#### **VII. Minor Plan Amendment.**

The Rules and Standards established in the Third Generation Watershed Management Plan are proposed for a Minor Plan Amendment (MPA). The Technical Advisory Committee (TAC) has been discussing the proposed revisions at length over several meetings and is recommending the revisions cited in Staff's April 8, 2022, memo.\*





The proposed Amendment would revise Appendix C of the Plan, Rules and Standards, to (1) make the rules consistent with the most recent Minnesota General Stormwater Permit; and (2) make other various housekeeping revisions to the Rules. The MPA only calls out those revisions that are substantive policy changes. At their April meeting, the TAC recommended two changes:

**A.** Change Rule D.3.g(2)(iii) as follows: *If infiltration is prohibited or not ~~feasible~~ advisable for the project....*

**B.** Change the effective date from June 1, 2022, to October 1, 2022.

If the Commissions choose to go forward with the Minor Plan Amendment, Staff recommend that they set May 12, 2022, as the public meeting at which it would be discussed. At that meeting, the Commissions would discuss and act on the proposed revisions.

Staff's memo includes a proposed Notice of Minor Plan Amendment and the full text of the Rules as proposed. The Commissions must send a copy of the proposed amendment to the member cities, Hennepin County, the Met Council, and the state review agencies for review and comment, and must hold a public meeting (not a hearing) to explain the amendment. This meeting must be public noticed twice, at least seven and 14 days prior to the meeting.

*Motion by Schoch, second by Roach to proceed with the amendment process and to call for a public meeting on May 12, 2022, during the Shingle Creek Commission's regular May meeting. Motion carried unanimously.*

*Motion by Butcher, second by Jaeger to proceed with the amendment process and to call for a public meeting on May 12, 2022, during the West Mississippi Commission's regular May meeting. Motion carried unanimously.*

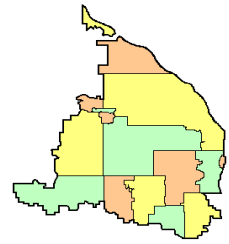
#### **VIII. Water Quality.**

**A.** The Shingle Creek and West Mississippi Watershed Management Commissions annually monitor water quality in the lakes, streams, and outfalls of the watersheds. Data has been collected from Shingle Creek since 1996 and at West Mississippi River outfalls since 2010. In 2012 Shingle Creek expanded its volunteer-based lake monitoring program to start systematic detailed lake monitoring. The program has also expanded to incorporate fish, macroinvertebrate, and aquatic vegetation monitoring in the lakes and streams. Student and adult volunteers collect additional lake water quality and stream and wetland macroinvertebrate data. A Water Quality report summarizing current and historic conditions in the watersheds has been published annually since 1998. Stone presented highlights of the **2021 Annual Water Quality Report.**\*

**B.** 2021 was another dry year, with 26.0 inches of precipitation for the year compared to the historic (1992-2020) average of 33.5 inches. The dry year contributed to low volume of runoff and a reduction in pollutant load to Shingle and West Mississippi streams. Typically, total phosphorus (TP) and total suspended solids (TSS) values are below state standards except during storm events, when wash-off from the watershed increases those concentrations above the standards. Winter chloride concentrations remain high in Shingle Creek.

**C.** Three sites along Bass and Shingle Creek were monitored biweekly from April through October: near the stream's outlet to the Mississippi River in Minneapolis (SC-0); mid-watershed in Brooklyn Park (SC-3); and in Bass Creek (BCP) in the upper watershed. Winter chloride was sampled monthly from November through March at those three locations and at the USGS gage site at Queen Avenue in Minneapolis. (SC-1).





In the West Mississippi Watershed, Mattson Brook (MB) was monitored monthly April through October and 65th Avenue was monitored year-round.

Stream macroinvertebrates are typically monitored by high school students at two sites on Shingle Creek through the Hennepin County River Watch program, however, the program has been affected by the COVID-19 pandemic. Shingle Creek at Park Center High School has been monitored for 24 years by science students from the school. Shingle Creek at Webber Park was monitored by students from Patrick Henry High School between 2001 and 2012, then in 2018, 2019, and 2021 by students from the Avail Academy.

**D.** Lake conditions (water quality, plankton, vegetation) were monitored in five lakes in the Shingle Creek watershed. Cedar Island Lake and Lake Success were sampled as part of the ongoing lake monitoring program. Bass and Pomerleau Lakes were sampled as part of the final year of the grant-funded lake management projects and both showed continued good water quality following alum treatments in 2019 and 2020. Results from Crystal Lake showed poor water quality, little submerged vegetation, and signs of a potential harmful algae bloom in late summer. This monitoring will serve as the baseline conditions and will be repeated in 2022 and 2023, following the late 2021 alum treatment and the expected fall 2022 alum treatment.

The *2021 Water Quality Report* provides summary information for each of the water resources within the three management units of Shingle Creek and for West Mississippi as a whole. More detailed information as well as historical and trend data is presented in the appendices. The full report and technical appendices are available at [shinglecreek.org/water-quality.html](https://shinglecreek.org/water-quality.html).

*Motion by Orred, second by Schoch to accept the 2021 Water Quality Report. Motion carried unanimously.*

*Motion by Jaeger, second by Roach to accept the 2021 Water Quality Report. Motion carried unanimously.*

## **IX. Grant Opportunities.**

**A.** Updates were included in the March Staff Report, item XI.A., below.

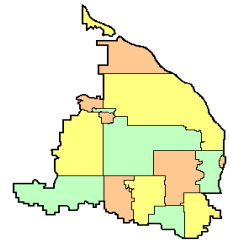
**B. Watershed-Based Implementation Funding (WBIF).** At the second convene meeting members continued to discuss potential opportunities for funding and began to develop priorities and strategies to guide the selection process. Funding inputs from a subgroup of city representatives and a table of potential general activities was included in Staff's April 8, 2022, memo.\*

The amount allocated to the Shingle Creek Watershed Area is \$95,501, and to West Mississippi is \$75,000, which will become available July 1, 2022, and expire December 31, 2025. Funding must be focused on prioritized and targeted cost-effective actions with *measurable water quality results* that were identified in the implementation section of a state-approved and locally adopted comprehensive watershed management plan. A ten percent match is required for each activity.

**C.** For Shingle Creek, Convene members suggested \$60,000 funding for subwatershed assessments, including lake feasibility studies, and \$35,501 funding for education and public outreach. For West Mississippi, funding for subwatershed assessments of \$65,000 and funding for education and public outreach of \$10,000 was suggested. The TAC recommended these funding amounts to the Commissions.

## **X. Education and Public Outreach.**

**A.** The Commissions conducted education and public outreach activities in 2021 in fulfillment of their Third Generation Watershed Management Plan Watershed Education and Public Outreach Program goals. However, due to the COVID-19 pandemic, many of these activities were modified to meet in-person guidelines, conducted virtually, or curtailed altogether. The activities are compiled in the **National Pollutant**



**Discharge Elimination Systems Phase II (NPDES) Report.\*** Staff compiles the report for acceptance at a Commissions' meeting and then forwards it on to the appropriate City Staff for their use in completing their MS4 reporting.

*Motion by Schoch, second by Wills to accept the 2021 NPDES Report. Motion carried unanimously.*

*Motion by Butcher, second by Collins to accept the 2021 NPDES Report. Motion carried unanimously.*

**B. The West Metro Water Alliance (WMWA)** met on April 12, 2022. WMWA is considering creating a part-time employee position to conduct regular outreach including providing workshops and trainings for citizens, and help public partners to meet federal, state, and local rules and MS4 requirements. This position will coordinate other outreach activities, promote cost-share grants, and maintain a higher level of communications between the member watersheds and cities. It is modeled after the very successful East Metro Water Resources Education Program (EMWREP) which began in 2006 with a single full-time employee and the goal of raising public awareness and inspiring behavior change to protect and improve water quality.

*Motion by Jaeger, second by Schoch to accept the 2021 WMWA Annual Report.\* Motion carried unanimously.* The report is a compilation of the activities undertaken by the Alliance in the past year.

*Motion by Butcher, second by Roach to accept the 2021 WMWA Annual Report.\* Motion carried unanimously.*

The next WMWA meeting will be held via Zoom at 8:30 a.m., May 10, 2022.

## **XI. Communications.**

### **A. March Staff Report.\***

**1. Watershed Boundary Adjustments.** Staff has been contacted by a Plymouth resident who requests adjustment of the Shingle Creek / Basset Creek legal boundary. Staff will discuss with City of Plymouth staff and Attorney Gilchrist to determine the merit of addressing this individual property in 2022 or this and potentially other boundary adjustments in 2023 with the 4th Generation Watershed Management Plan.

**2. Future Projects.** Staff has engaged in some initial conversations with city staff regarding possible future projects.

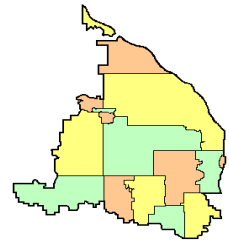
**3. Minneapolis/MPRB.** Staff continue to work with Park Board staff exploring the possibility of retrofitting the Humboldt Avenue pond in Creekview Park with a pumped iron-enhanced sand filter (IESF).

**4. Bass Creek in Brooklyn Park/New Hope.** Staff were contacted by a resident living on Bass Creek in New Hope that cattails were beginning to encroach on the channel, expressing concern they might inhibit flow in the creek. Staff have been in discussion with the cities about a potential future channel stabilization project on this reach between TH 169 and Cherokee Drive.

### **5. Project Updates.**

**a. Bass and Pomerleau Lakes Management Plan.** We expect to hear from the DNR as to whether the Commission's grant application to fund native plant translocation was approved.

**b. Meadow Lake Management Plan.** The lake has started refilling from snowmelt and spring rains. CCX media did a short story on the project at [Meadow Lake Almost Full Again After Winter Drawdown - CCX Media](#).



c. **Connections II and Bass Creek Restoration Projects.** Most of the major construction work is complete, awaiting restoration work later this spring.

d. **Palmer Creek Estates Channel Restoration.** Staff is finalizing a professional services proposal to the City of Plymouth and the contract will be executed and work begin in April, on track for late fall/winter construction.

e. **SRP Extension Project.** This project is temporarily on hold as the City of Crystal continues to work with MAC to obtain permission to construct the project on MAC property.

B. **March Communications Log.\*** No items required action.

C. **Motion by Schoch, second by Orred to accept the Shingle Creek Commission's 2021 Annual Activity Report\*** with any corrections received in the Administration Office by Friday, April 22, 2022. *Motion carried unanimously.* The report will be forwarded to the Board of Water and Soil Resources by the April 30, 2022, deadline.

**Motion by Jaeger, second by Butcher to accept the West Mississippi Commission's 2021 Annual Activity Report\*** with any corrections received by Friday, April 22, 2022. *Motion carried unanimously.*

## XII. Other Business.

Included in the meeting packet was the **Presiding Officer Statement to Return to In-Person Meetings\*** effective April 1, 2022.

XIII. **Adjournment.** There being no further business before the Commissions, the joint meeting was adjourned at 2:25 p.m.

Respectfully submitted,

A handwritten signature in black ink, reading "Judie A. Anderson".

Judie A. Anderson,  
Recording Secretary  
JAA:tim

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**To:** Shingle Creek/West Mississippi WMC Commissioners

**From:** Diane Spector  
Erik Megow, PE  
Todd Shoemaker, PE

**Date:** April 8, 2022

**Subject:** Proposed Minor Plan Amendment

**Recommended  
TAC Action**

Discuss. Staff recommends that each Commission approve a resolution adopting the amendment.

The Commissions on April 7, 2022 initiated a Minor Plan Amendment to the joint Third Generation Watershed Management Plan. The proposed Amendment would revise Appendix C of the Plan - the Rules and Standards - to 1) make the rules consistent with the most recent Minnesota General Stormwater Permit; and 2) make other various housekeeping revisions to the Rules. The Minor Plan Amendment only calls out those revisions that are substantive policy changes.

Notice was sent to the member cities, county, and reviewing agencies, and published as required by statute and the Plan. The purpose of the May 12, 2022 meeting is to discuss the proposed minor plan amendment and any comments received prior to or at a public meeting. (Note this is not a formal public hearing.) After that discussion, the Commissions may consider a resolution adopting the Minor Plan Amendment. As of this date, comments have been received from the City of Minneapolis with a number of questions requesting clarification or recommending additional housekeeping revisions. Staff will respond to the city's questions.

If adopted, these revisions would be effective October 1, 2022.

## **Notice of Minor Plan Amendment Shingle Creek and West Mississippi Watershed Management Commissions**

The Shingle Creek and West Mississippi Watershed Management Commissions propose to amend their joint *Third Generation Watershed Management Plan* to adopt revisions to Appendix C of that document – the development Rules and Standards – to conform the Rules to the most recent Minnesota General Stormwater Permit and the Minnesota Stormwater Manual and to make other housekeeping revisions.

The proposed minor plan revision is shown as additions (underlined) or deletions (~~strike outs~~).

### **The Shingle Creek and West Mississippi WMC Third Generation Plan Appendix C Rules and Standards is hereby revised as follows:**

1. Rule A is hereby revised as follows:

**Fully Reconstructed Impervious.** Areas where impervious surfaces have been removed down to the underlying soils. Activities such as structure renovation, mill and overlay projects, and other pavement rehabilitation projects that do not expose underlying soils beneath the structure, pavement, or activity are not considered fully reconstructed. Maintenance activities such as catch basin repair/replacement, utility repair/replacement, pipe repair/replacement, lighting, and pedestrian ramp improvements are not considered fully reconstructed.

**Land Disturbing Activity.** ~~Any change of the land surface to include removing vegetative cover, excavation, fill, grading, and the construction of any structure that may cause or contribute to erosion or the movement of sediment into waterbodies. The use of land for agricultural activities shall not constitute a land disturbing activity under these Rules.~~ Any activity on property that results in a change or alteration in the existing ground cover (both vegetative and non-vegetative) an/or the existing soil topography. Land disturbing activities include, but are not limited to: development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, stockpiling, excavation, and borrow pits. The use of land for agricultural activities shall not constitute a land disturbing activity under these Rules. Routine vegetation management, and pavement milling/overlay activities that do not disturb the material beneath the pavement base will not be considered land disturbance or fully reconstructed impervious surface.

**Linear project.** Linear projects are projects with construction of new or fully reconstructed roads, trails, sidewalks, or rail lines that are not part of a common plan of development or sale.

**Low Opening.** The low opening is the lowest elevation of an enclosed area, such as a basement, that allows surface water to into the enclosed area. Examples of low openings, include but are not limited to doors and windows. Foundation wall cracks, drainage seepage through drain tile, and sewer backup elevations are not low openings.

**Redevelopment.** ~~The rebuilding, repair, or alteration of a structure, land surface, or facility for which over 50% of the parcel involved is disturbed by a land disturbing activity.~~ Land-disturbing activity that creates or replaces impervious surface on a parcel that is fully or partially occupied by buildings and/or impervious surface with the exception of Linear Transportation Projects.

2. Rule B is hereby revised as follows:

8. PROJECT REVIEW APPROVAL RENEWALS AND TRANSFERS. Approval for a reviewed project is valid for one year from the date the applicant is advised in writing that the Commission has approved the project. To renew or transfer project review approval, the applicant must notify the Commission in writing, prior to the project approval expiration date, of the reason for the renewal or transfer request. The Commission may impose different or additional conditions on a renewal or deny the renewal in the event of a material change in circumstances.

3. Rule D.2.b is hereby revised as follows:

~~Linear projects that create one acre or more of new impervious surface must meet all Commission requirements for the net new impervious surface. Such projects will be reviewed by the commission or commissions in which the project is located.~~  
For linear projects, the water quality volume must be calculated as the larger of one inch times the new impervious surface or one-half inch times the sum of the new and the fully reconstructed impervious surface. Where the entire water quality volume cannot be treated within the existing right-of-way, a reasonable attempt to obtain additional right-of-way, easement, or other permission to treat the stormwater during the project planning process must be made. Volume reduction practices must be considered first, as described in the General Stormwater Permit. Volume reduction practices are not required if the practices cannot be provided cost effectively. If additional right-of-way, easements, or other permission cannot be obtained, owners of construction activity must maximize the treatment of the water quality volume prior to discharge to downstream waterbodies.

- (1) For Linear projects that are able to meet the 1.0- or 0.5-inch water quality requirement, the applicant does not need to provide any further volume control or water quality analysis.
- (2) For Linear projects that are unable to meet the 1.0- or 0.5-inch water quality requirement, the applicant must provide the following:
  - (i) Show that a reasonable attempt was made to meet the water quality requirement by providing:
    - (a) A summary of additional easements that could be acquired, if space and right-of-way is limiting the feasibility of constructing BMPs.
    - (b) A detailed summary of alternatives that were considered.
  - (ii) Maximize the treatment of the water quality volume.
    - (a) At a minimum, the project needs to provide BMPs that provide rate control and limit TSS/TP Loads to existing conditions.

4. Rule D.3.g is deleted in its entirety.

5. Rule D.3.h is renumbered D.3.g and is hereby revised as follows:

g. Volume Control: Volume control BMPs must be incorporated into the site design to minimize the creation of new impervious surface and reduce existing impervious surfaces, minimize the amount of directly connected impervious surface, preserve the infiltration capacity of the soil, and limit increases in runoff volume exiting the site to the extent feasible considering site-specific conditions.

- (1) ~~Examples of BMPs that preserve pervious areas and reduce runoff volume can be found in "Protecting Water Quality in Urban Areas" (MPCA, 2000, as~~

~~amended); the "Minnesota Urban Small Sites BMP Manual" (Metropolitan Council 2001, as amended); the "Minnesota Stormwater Manual" (MPCA, 2005, as amended) and other BMP guidance manuals. Design and placement of volume control BMPs shall be done in accordance with the Minnesota Stormwater Manual guidance and requirements.~~

- (2) Stormwater runoff volume abstraction via infiltration shall be provided onsite in the amount equivalent to ~~one~~ 1.1 inch times the sum of the new and fully reconstructed impervious surfaces required to be treated ~~of runoff generated from impervious surface~~ in accordance with Tables 2.1 and 2.2. The required stormwater runoff volume shall be calculated as follows:

$$\text{Required Volume (ft}^3\text{)} = \text{Impervious surfaces (ft}^2\text{)} \times 1.1(\text{in}) \times 1/12 (\text{ft/in})$$

- (iii) If infiltration is prohibited or not advisable for the project, filtration BMPs can be used to meet the volume and water quality requirements.
- (a) If filtration of the water quality volume is deemed necessary through alternative compliance sequencing, the required stormwater runoff volume shall be multiplied by 1.82 (i.e. 55% filtration credit) and the filtration BMP shall provide this storage volume below the invert of the low overflow outlet of the BMP (perforated drain pipes for filtration will not be considered the low overflow outlet).
- (b) If iron-enhanced sand is used as a filtration media, the required stormwater runoff volume shall be multiplied by 1.25 (i.e. 80% filtration credit), and the filtration BMP shall provide this storage volume below the invert of the low overflow outlet of the BMP pipes for filtration will not be considered the low overflow outlet).
- (c) Iron-enhanced media shall include a minimum of 5% of iron filings by weight and shall be uniformly blended with filtration media.
- (d) Other enhanced filtration media, including mechanical treatment devices (MTDs), may be considered and credited per guidance within the Minnesota Stormwater Manual.

6. Rule D.3.h is hereby added as follows:

- (h) Water Quality Control: The water quality requirement is met, if the project meets the volume control requirement outlined in 3(g).
- (1) Where infiltration is not advisable or infeasible due to site conditions, biofiltration must be provided for that part of the abstraction volume that is not abstracted by other BMPs. Where biofiltration is infeasible, at a minimum filtration through a medium that incorporates organic material, iron filings, or other material to reduce soluble phosphorus must be provided.
- (2) There shall be no net increase in total phosphorus (TP) or total suspended solids (TSS) from pre-development land cover to post-development land cover. Pre-development land cover is defined as the predominant land cover over the previous 10 years.
- (i) Full abstraction of 1.1 inches of runoff from all impervious surface will satisfy (h).
- (ii) If it is not feasible to achieve the full 1.1 inch abstraction requirement, a combination of BMPs may be used to achieve the no-net-increase requirement using a water quality calculation methods as outlined in the Minnesota Stormwater Manual.



- (iii) If permanent sedimentation and water quality ponds are used they shall be designed to the standards set forth in the Minnesota Stormwater Manual.
- (iv) Runoff may be directed to a downstream facility within the same hydrologic subwatershed that has sufficient capacity to provide the required treatment. This means that no treatment may be required for an individual development provided there is a regional facility designed and constructed to accommodate the flow from this property.

SHINGLE CREEK WATERSHED MANAGEMENT COMMISSION  
STATE OF MINNESOTA

RESOLUTION NO. 2022-01

RESOLUTION ADOPTING A MINOR PLAN AMENDMENT TO THE THIRD GENERATION PLAN REVISING  
THE RULES AND STANDARDS

WHEREAS, on April 11, 2013, the Commission and the West Mississippi Watershed Management Commission jointly adopted the Shingle Creek and West Mississippi Third Generation Watershed Management Plan (the "Plan"); and

WHEREAS, the Plan includes Rules and Standards setting forth stormwater management and other water resources -related requirements for development and redevelopment projects; and

WHEREAS, the Commission has proposed revisions that would bring the Rules and Standards into conformance with the State of Minnesota General Stormwater Permit; and

WHEREAS, the proposed Minor Plan Amendment has been reviewed in accordance with the requirements of Minnesota Statutes, Section 103B.231; and

WHEREAS, the Commission has determined that it would be reasonable and appropriate and in the public interest to adopt the Minor Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Shingle Creek Watershed Management Commission that:

1. The Minor Plan Amendment is approved and adopted, effective October 1, 2022.
2. Commission staff is directed to notify appropriate parties of the Amendment to the Plan.

Adopted by the Board of Commissioners of the Shingle Creek Watershed Management Commission this 12<sup>th</sup> day of May, 2022.

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Andy Polzin, Chair

ATTEST:

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Judie Anderson, Recording Secretary

WEST MISSISSIPPI WATERSHED MANAGEMENT COMMISSION  
STATE OF MINNESOTA

RESOLUTION NO. 2022-01

RESOLUTION ADOPTING A MINOR PLAN AMENDMENT TO THE THIRD GENERATION PLAN REVISING  
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NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the West Mississippi Watershed Management Commission that:

1. The Minor Plan Amendment is approved and adopted, effective October 1, 2022.
2. Commission staff is directed to notify appropriate parties of the Amendment to the Plan.

Adopted by the Board of Commissioners of the West Mississippi Watershed Management Commission this 12<sup>th</sup> day of May, 2022.

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Gerry Butcher, Chair

ATTEST:

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Judie Anderson, Recording Secretary

**To:** Shingle Creek WMO Commissioners/TAC

**From:** Todd Shoemaker PE  
Diane Spector  
Katie Kemmitt

**Date:** May 6, 2022

**Subject:** Shingle Creek Maintenance Levy

**Recommended  
Commission Action**

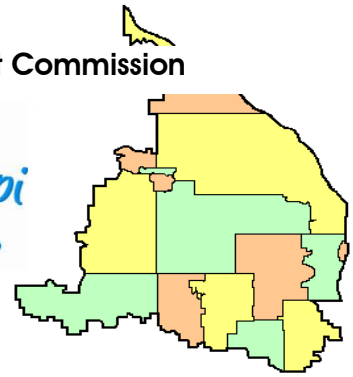
If BWSR determines a Minor Plan Amendment is necessary to include this in the levy certified this fall, then direct staff to work with BWSR to craft a MPA and set June 9, 2022, as the date of a Public Meeting to consider its adoption.

Over the past few months, the Commission, TAC, and staff have discussed options for funding “maintenance” types of activities that are not capital projects and not city maintenance, but are often the ongoing remnants of capital projects. As we’ve discussed before, these are activities such as ongoing long-term efforts to manage carp or curly-leaf pondweed, which would be the largest need, but also maintenance of fish barriers or BMPs installed as research projects, etc. There is no specific designated funding source for these types of activities.

Since this is not funding for a capital project as a separate line item on the CIP or smaller BMPs funded through the Cost Share programs, it is unclear whether a Minor Plan Amendment is necessary to initiate this new program. In many ways it is like an operating budget line item, but funded from levy rather than city assessments. Staff has been in contact with BWSR to determine if an MPA is necessary before the Commission chooses to certify a levy for this purpose. As of this writing, we do not have that determination.

If an MPA is required to modify the Third Generation Plan to reflect this new program, then we recommend you direct staff to craft an amendment that would be to BWSR’s satisfaction and then proceed with the standard MPA process of publishing notice and discussing the proposed MPA at a public meeting on June 9, 2022. At that time you would adopt the MPA and attached policy. If no MPA is necessary, then at the June meeting you would simply adopt the attached policy and include the requested amount in the notice of maximum levy you adopt at the meeting.

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**Shingle Creek  
Watershed Management Commissions  
Maintenance Funding Guidelines**

The Shingle Creek and West Mississippi Watershed Management Commissions undertake projects that aim to improve water resources in the watersheds. Projects are taken on by the Commissions directly or by member cities, with cost-share provided through the Capital Improvements Program (CIP) or the small BMP Cost-Share Program. Maintenance, repair, or replacement of Commission-led projects is often ongoing and necessary to continue providing water quality benefits in the watershed. The Commissions will allocate up to \$50,000 per year to complete maintenance activities not already taken on by member cities that fall under the classifications described below.

Projects that will be considered for Commission funding under the Maintenance Funding policy fall into two categories as follows:

1. Actions to maintain water quality benefits following Commission-led projects such as but not limited to:
  - Annual rough fish maintenance management
  - Rough fish barrier cleaning, repair, and maintenance
  - Whole-lake invasive aquatic vegetation management treatments performed for water quality, excluding those for recreation, aesthetics, or navigation and with DNR concurrence
  - Alum treatment touch-up
  - In-lake vegetation transplanting efforts
  - Research BMP maintenance (e.g., biochar and iron-enhanced sand filters constructed under Watershed projects)
2. Other actions that do not fall within the above category, evaluated on a case-by-case basis by the TAC and recommended to the Commissions.

Actions that will not be considered include any city actions for meeting National Pollutant Discharge Elimination System (NPDES) permit requirements; other activities that are clearly city responsibilities including pond dredging, street sweeping, and removing terrestrial invasive vegetation; and project-related operations and maintenance to which the city previously agreed such as debris removal and bank stabilizations related to stream restoration projects.

All candidate actions will be reviewed by the TAC and recommended to the Commissions for approval. Unallocated funds will carry over from year to year and be maintained in a designated fund account.

DRAFT February 2022

Adopted:

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**To:** Shingle Creek/West Mississippi WMO Commissioners

**From:** Todd Shoemaker, P.E.  
Diane Spector  
Katie Kemmitt

**Date:** May 6, 2022

**Subject:** Fourth Generation Plan Update

<b>Recommended Commission Action</b>	For discussion and input.
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There are three topics to discuss today regarding the Fourth Generation Plan:

- Diversity and Inclusion Workshop Outcomes
- Education and Outreach Framework
- Implementation Plan Development

***Diversity and Inclusion Workshop***

This workshop was held on April 25, 2022 at the Crystal Community Center and hosted by County commissioner Irene Fernando. There were about 35 attendees, a good mix of Shingle Creek, West Mississippi, and Bassett Creek Commissioners and TAC members, some county staff, and representatives from a few other WMOs. The workshop included presentations by County, Metro Blooms, and Mississippi WMO staff, personal reflections on Environmental Justice work by the Executive Director of a nonprofit that serves diverse and underrepresented communities, as well as small group discussions and reflections.

Some of Diane's key takeaways are 1) the work is most successful when all parties spend time to build relationships and build trust, which can be resource-intensive and time consuming but is ultimately rewarding; and 2) environmental justice must be intentional and can challenge us to look at our actions in a new and sometimes uncomfortable way. One challenge is the extent to which our water resources work can move beyond a strict "where the science says" approach to "where we can mitigate disproportionate impacts."

At the end of the workshop the attendees broke into two groups – Bassett Creek and Shingle Creek/West Mississippi. There was a spirited discussion about how the Commissions could use their resources to improve conditions in historically underserved areas. Those present reacted thoughtfully to some slides presented by Hennepin County about where those potentially disproportionate impacts might be in the three watersheds, and we will review those at the 5/12 meeting. A few are attached.

***Education and Outreach Framework***

Many of the city CACs are identifying the need to provide more education and outreach opportunities within the two watersheds. As noted in the WBIF funding discussion, WMWA and Hennepin County have been working together to develop a shared half-time position specifically to provide hands-on outreach to property owners. A very rough framework for education and outreach to start our discussion is:

1. General education and outreach on key messages shared through the website, social media, written materials, press releases, and WMWA.

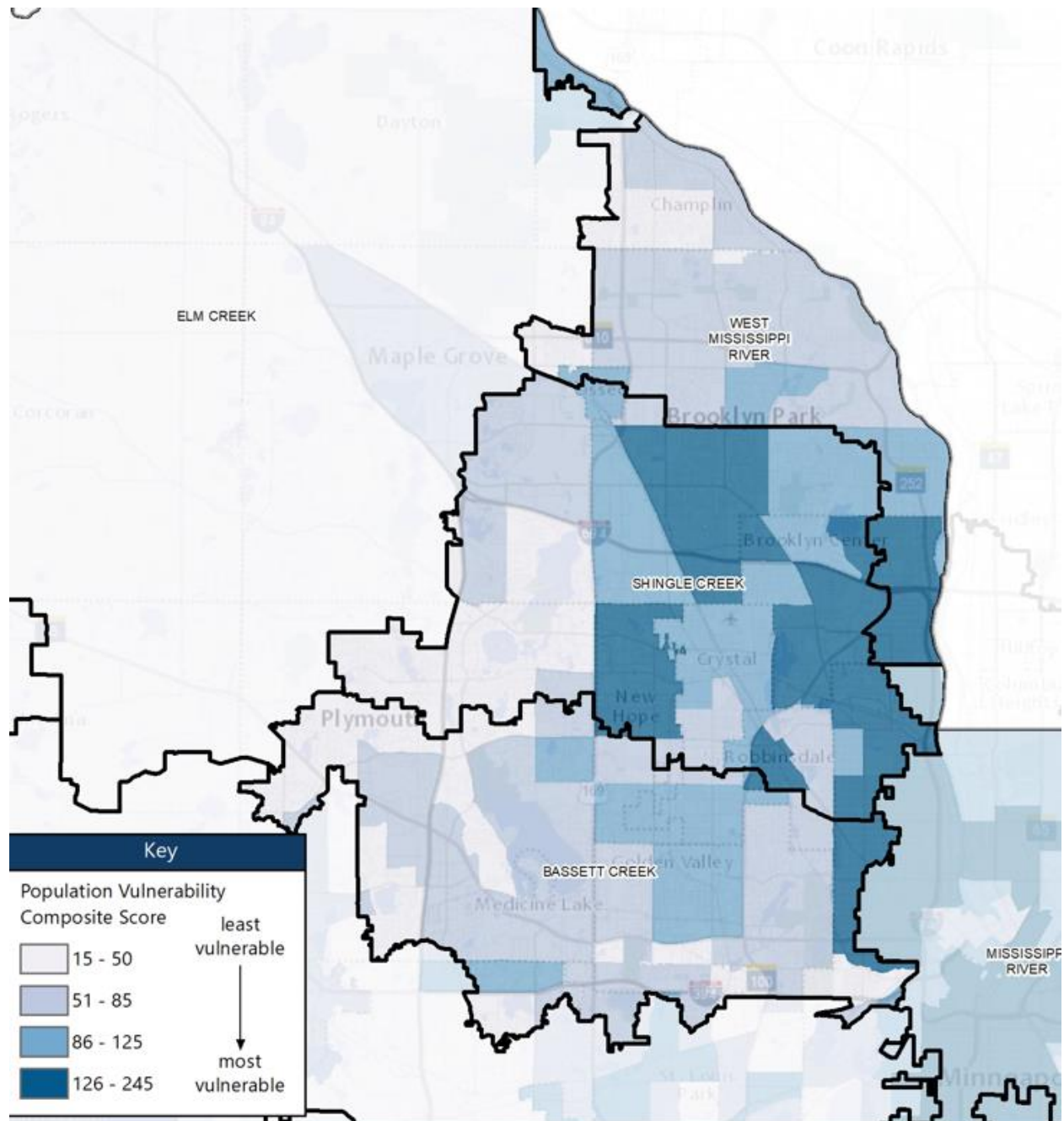
2. Youth education through WMWA's Watershed PREP.
3. Adult education and outreach through WMWA's Watershed PREP, focused on tabling and association workshops.
4. Adult education and outreach through new shared outreach coordinator, focused on workshops and hands-on BMPs.
5. Outreach to diverse communities through Metro Blooms and Partnership Grants hands-on BMPs.

At the 5/12 meeting we would like to discuss any additional ideas the Commissioners or TAC may have so we can start fleshing out this component.

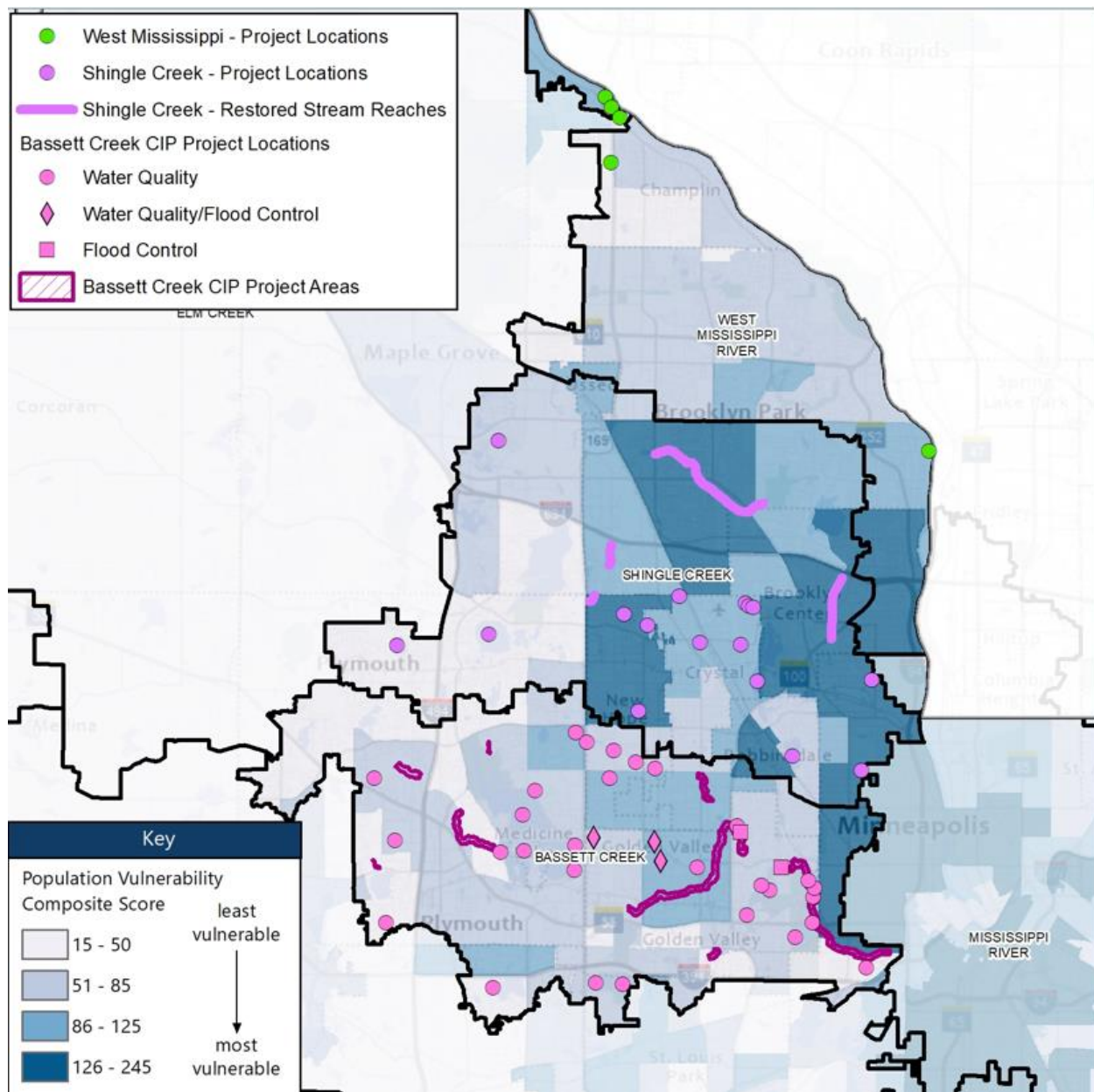
***Implementation Plan Development***

Staff are going to begin sketching out the individual lake and stream resource plans that will help to define both the monitoring program and the implementation plan. As a part of this we will be identifying where such future work as 1) lake internal load feasibility studies; 2) subwatershed assessments; and 3) targeted monitoring might be helpful in the coming ten years. We will also be working with the TAC to start to build the CIP for the coming ten years. We will be collecting this information over the next month and will have a compilation at the June meeting.





**Figure 1. Location of potentially vulnerable populations based on composite of 14 variables (2010 Census). Source: Hennepin County.**



**Figure 2. Location of recent WMO-funded water quality and flood control projects compared to location of vulnerable populations.** Source: Hennepin County.

**To:** Shingle Creek WMO Commissioners

**From:** Todd Shoemaker PE  
Diane Spector  
Judie Anderson

**Date:** May 6, 2022

**Subject:** Preliminary 2023 Budget

**Recommended  
Commission Action**

This report presents a proposed 2023 budget for discussion and comment. If comfortable you may adopt a proposed budget at the 5/12 meeting or wait until the 6/9 meeting. The budget must be finalized prior to July 1.

The Joint Powers Agreement (JPA) governing operations of the Commission requires a budget and the resulting proposed city assessments for the coming year to be reported to the member cities by July 1. This memo is the first step in the 2023 budget process. The budget is separated into an operating budget and a project budget. This is the operating budget, which covers the core of Commission activities, including administration, engineering, legal, technical services, monitoring, education/outreach programs and basic operations of the Commission. Capital and cost-share projects are handled separately from the operating budget. Below we will first discuss the sources of revenue to fund operations, and then the proposed expenditures for 2023 compared to previous years.

## Revenue Sources

The primary source of funds for operations is from assessments on the cities having land in the watershed. The cities share proportionally in that cost based 50% on their area within the watershed and 50% on their net tax capacity in the watershed. Tax capacity serves as a proxy for level and density of development. Most, but not all, of the cities fund these assessments from their Storm Utility Funds.

The JPA limits the increases in annual city assessments to the *cumulative* increase in the Consumer Price Index (CPI-U), using the assessment in 2004 as a base. This is *not* an annual cap, so if the Commission chooses to not increase the assessment one year or increases less than the rate of inflation, it retains the ability in future years to set an increase greater than the annual rate of inflation to “catch up.”

As Table 1 shows, the Commission has not increased assessment every year, and in fact has kept the annual assessment at \$363,590 for three years in a row. However, the *ability* to increase continues to accumulate with inflation. For 2023, the Commission could increase assessments to as much as \$411,220 and stay within the JPA cap. However, the draft 2023 budget recommended to you assumes *an assessment of \$370,000*, which is a 1.8% increase, well below the current inflation rate. This reflects ongoing financial uncertainty resulting from the COVID 19 pandemic as well as recognition that the annual budget will be reviewed and revised for future years based on priorities established in the ongoing Fourth Generation Watershed Management Plan. The rightmost column on Table 1 shows that under the JPA assessment cap, the Commission could have increased the annual assessments to cities over the years by 56.8% over the baseline year of 2004. However, the total assessment increase was only 40.8%, which shows that the Commission has been careful to steward the cities’ resources over the years.

## Preliminary 2022 Budget Performance

As Table 2 shows, the 2021 annual expenses, pre-audit, were an estimated \$63,250 less than the total revenue received. On the revenue side, interest received was significantly less than budgeted due to lower interest rates and the reduced bank balance following reimbursement of cities for projects they've completed. But that was offset by project review expenses that were well below budget. Project review activity was much less than expected. Virtual rather than in-person meetings saved nearly \$5,000. WMWA has a pay-as-you-go approach and bills the WMOs in installments based on activity. COVID-19 greatly reduced outreach and education opportunities. Rather than build up a big account balance, WMWA elected not to invoice for the full amount budgeted. Once the audit is complete, the actual surplus will be used to replenish the unrestricted cash reserve, which was in a slight negative position at the end of 2020.

**Table 1. Calculation of allowable member city assessments according to the JPA assessment cap.**

	June CPI-U	Annual CPI % Change	Cumul. CPI % Change	SC Allowed	SC Actual	Cumul. Assmnt % Change
2003	183.7					
2004	189.7			\$262,750	\$262,750	
2005	194.5	3.3%	3.3%	271,330	268,190	2.1%
2006	202.9	2.5%	5.9%	278,200	276,500	5.2%
2007	208.352	4.3%	10.5%	290,210	285,900	8.8%
2008	218.815	2.7%	13.4%	298,010	292,760	11.4%
2009	215.693	5.0%	19.1%	312,980	304,470	15.9%
2010	217.965	-1.4%	17.4%	308,510	304,400	15.9%
2011	225.722	1.1%	18.7%	311,760	304,400	15.9%
2012	229.478	3.6%	22.9%	322,850	321,400	22.3%
2013	233.504	1.7%	24.9%	328,230	321,400	22.3%
2014	238.343	1.8%	27.1%	333,990	329,600	25.4%
2015	238.638	2.1%	29.7%	340,910	337,970	28.6%
2016	241.018	0.1%	29.9%	341,330	337,970	28.6%
2017	243.801	1.0%	31.2%	344,730	340,610	29.6%
2018	251.989	1.6%	33.3%	350,360	348,710	32.7%
2019	254.202	1.9%	37.2%	360,430	356,900	35.8%
2020	258.115	0.9%	39.4%	366,370	363,590	38.4%
2021	264.877	0.6%	40.5%	369,190	363,590	38.4%
2022	287.504*	5.4%	47.9%	378,860	363,590	38.4%
2023		5.8%	56.5%**	411,220	<b>370,000</b>	40.8%

\*March 2022 CPI-U is the latest available \*\*June 2021 to March 2022

## 2023 Budget

With a few exceptions the proposed budget shown in Table 2 generally continues the same activities at the same level of effort as 2022. Some of the line items have been adjusted and reallocations made. Overall, the proposed 2023 budget is about \$3,340 less than the 2022 budget. Each line item is explained in the 2022 Budget Explanation below. Figure 1 shows the proposed 2023 expenditures by category. A few lines require more explanation:

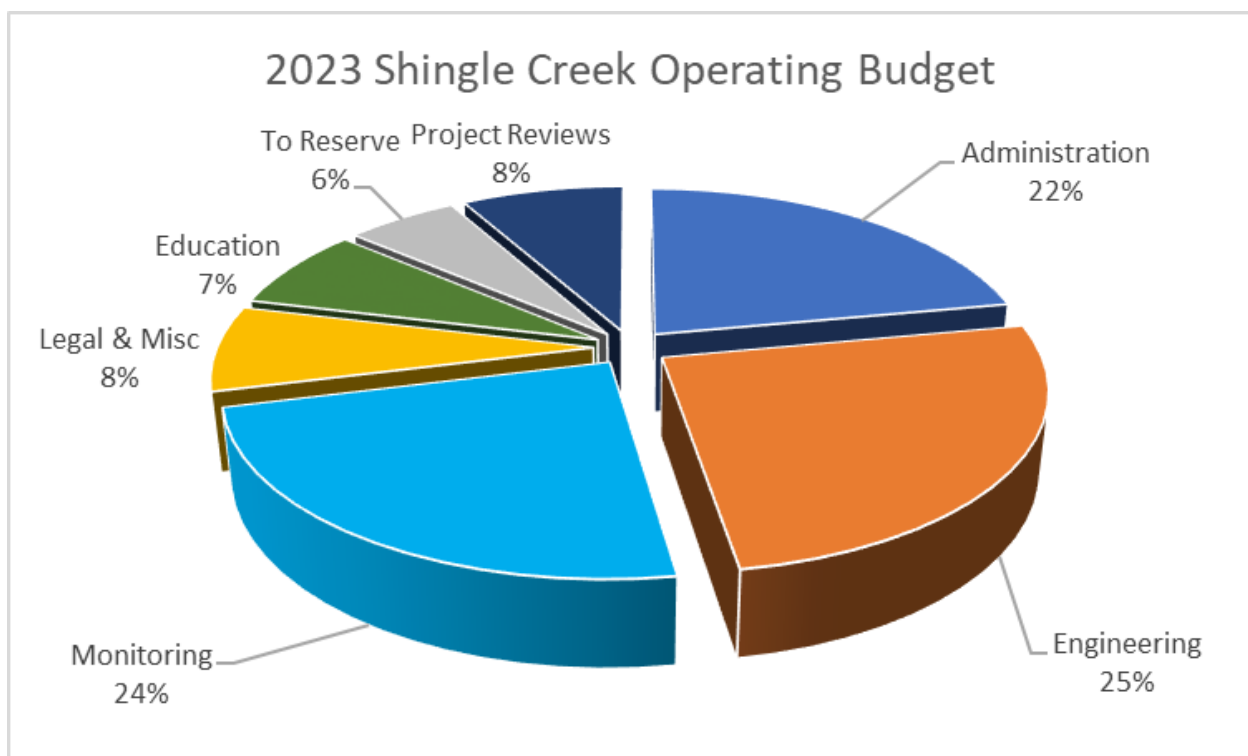
*Interest (line 4).* In the past few years, the Commission has carried a significant balance in its 3M account of levy and grant proceeds, waiting for reimbursement requests from cities. Most of those have been paid out, so the account is expected to earn much less interest in future years, and the budget was reduced accordingly.

*Project reviews (line 11).* The level of project review activity has slowed down dramatically in the past few years as much of the watershed is built out, and we expect 2023 to be similarly reduced.

*Meeting expense (line 18).* The budget assumes that in 2023 the Commission will have returned to in-person meetings.

*Lake monitoring (line 19).* Lake monitoring has expanded to include fish surveys and zoo- and phytoplankton. As we start focusing on a balanced lake ecology, these other parameters become important diagnostic tools in determining overall lake health, rather than just focusing on total phosphorus concentration.

*Contribution to (from) reserves (line 35).* The Commission's unrestricted cash reserves has become depleted, and an annual contribution to rebuild is recommended. Once the 2021 contribution is finalized, we expect the balance to be in the vicinity of \$40,000-50,000 at the end of 2021. A reserve of \$80,000-100,000 is recommended.



**Figure 1. Proposed Shingle Creek 2023 budget: operating budget by category.**



**Table 2. Proposed Shingle Creek WMC 2023 operating budget.**

		<b>2021 Budget</b>	<b>Pre-Audit Actual 2021</b>	<b>Approved 2022 Budget</b>	<b>Proposed 2023 Budget</b>
<b>REVENUE</b>					
1	Application Fees	\$20,000	\$13,100	\$20,000	\$15,000
2	Member Assessments	363,590	363,590	363,590	370,000
3	Blue Line Extension	0	0	0	0
4	Interest	20,000	164	5,000	250
	<b>TOTAL REVENUE</b>	<b>\$403,590</b>	<b>\$376,854</b>	<b>\$388,590</b>	<b>\$385,250</b>
<b>EXPENSES</b>					
	<b>ADMINISTRATION</b>				
5	Administrative Services	\$71,000	59,405	\$71,000	\$70,000
6	Engineering Support	17,000	8,421	17,000	15,000
7	Project Reviews/WCA	1,500	1,407	1,500	1,500
8	Blue Line Extension				
	<b>Subtotal</b>	<b>\$89,500</b>	<b>\$69,233</b>	<b>\$89,500</b>	<b>\$86,500</b>
	<b>ENGINEERING</b>				
9	Engineering Services	75,000	75,582	75,000	77,000
10	Grant Application Writing	11,000	11,005	12,000	11,000
11	Project Reviews/WCA	44,000	18,850	43,000	30,000
12	Blue Line Extension	0	0	0	0
13	TMDL 5 Year Reviews	10,000	4,999	5,000	5,000
	<b>Subtotal</b>	<b>\$140,000</b>	<b>\$110,436</b>	<b>\$135,000</b>	<b>\$123,000</b>
	<b>LEGAL</b>				
14	Legal Services	\$5,500	\$5,892	\$5,500	\$6,000
	<b>MISCELLANEOUS</b>				
15	Bookkeeping	7,000	6,786	8,000	8,000
16	Audit	6,500	6,000	6,500	7,500
17	Insurance & Bonding	3,100	2,241	3,200	3,200
18	Meeting Expense	5,000	209	5,000	5,000
	<b>Subtotal</b>	<b>\$21,600</b>	<b>\$15,236</b>	<b>\$22,700</b>	<b>\$23,700</b>
	<b>PROGRAMS</b>				
	<i>Monitoring</i>				
19	Stream Monitoring	36,000	31,152	35,000	34,000
20	Stream Monitoring-USGS	4,200	3,800	4,200	4,200
21	Commission Lake Monitoring	24,000	23,289	28,000	28,000
22	Citizen Assisted Lake Monitoring	3,800	4,934	4,800	5,200
23	Vol Wetland Monitoring	2,000	0	2,000	0
24	Vol Stream Monitoring	1,000	0	1,000	2,000
25	Annual Monitoring Report	16,000	16,038	16,000	17,500
	<b>Subtotal</b>	<b>\$87,000</b>	<b>\$78,163</b>	<b>\$91,000</b>	<b>\$90,900</b>
	<i>Water Quality Education</i>				
26	Education Program	15,000	14,030	16,500	17,000
27	Education Grants	500	0	0	0
28	WMWA Admin/Tech: SC Share	5,000	9,299	5,000	5,000
29	WMWA Impl Activities: SC Share	2,000	315	2,000	2,000
30	Rain Garden Workshops: SC Share	2,000	0	0	0
31	WMWA Educators: SC Share	4,500	0	4,500	4,500
	<b>Subtotal</b>	<b>\$29,000</b>	<b>\$23,644</b>	<b>\$28,000</b>	<b>\$28,500</b>

		2021 Budget	Pre-Audit Actual 2021	Approved 2022 Budget	Proposed 2023 Budget
	MANAGEMENT PLANS				
32	3 <sup>rd</sup> Gen Plan/Plan Amendments	0	0	1,000	0
33	Subwatershed BMP Assessment	10,000	10,000	0	5,000
	<b>Subtotal</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$1,000</b>	<b>\$5,000</b>
	PROJECTS				
34	Contribution to 4 <sup>th</sup> Generation Plan	0	0	0	0
35	To/(From) Reserves	20,990	63,250	15,890	21,650
	<b>Subtotal</b>	<b>\$20,990</b>	<b>\$</b>	<b>\$15,890</b>	<b>\$21,650</b>
	<b>TOTAL OPERATING EXPENSE</b>	<b>\$443,590</b>	<b>\$376,854</b>	<b>\$388,590</b>	<b>\$385,250</b>
	<b>WMWA</b>				
	<b>Revenues</b>				
	WMWA Education -partners	33,000		33,000	33,000
	WMWA Rain Garden Workshops-partners	8,000		0	0
	WMWA Education Programming-SC	11,500		11,500	11,500
	Rain Garden Workshops-SC	2,000		0	0
		<b>\$54,500</b>		<b>\$44,500</b>	<b>\$44,500</b>
	<b>Expenditures</b>				
	WMWA Admin-Tech	20,000		20,000	20,000
	WMWA Implementation	6,500		6,500	6,500
	WMWA Educators	18,000		18,000	18,000
	WMWA Rain Garden Workshops	8,000		0	0
		<b>\$52,500</b>		<b>\$44,500</b>	<b>\$44,500</b>



## 2022 Budget Explanation

### Income (see Table 2)

Line	Explanation
1	The application fee structure is intended to recover the cost of completing current project reviews. While the fees do not fully fund that activity, they are set and periodically reviewed and adjusted to recover a majority of the cost. It is difficult to predict and budget for project review revenues and fees because it varies based on the economy.
2	Annual assessments to the member cities to pay the operating expenses of the Commission. Assessments are apportioned 50 percent based on land area within the watershed and 50 percent based on tax capacity of land within the watershed. Assessments have not increased since 2019. The proposed 2023 assessment is less than a 2% increase.
3	The Blue Line Extension project will be built through the watershed, and there will be a number of wetland and floodplain impacts and stream crossings. While currently on hold, the Metropolitan Council will reimburse the Commission for the cost of the Watershed Engineer's participation in planning meetings.
4	Interest rates have fallen, and the 4M Fund balance the Commission maintains has been drawn down as projects have been finalized. We expect greatly reduced interest earnings in the future.

### Expenditures (see Table 2)

Line	Explanation
5-8	These line items are to provide administrative support (scheduling, minutes, etc.) for regular Commission and TAC meetings and any Commission, TAC, or other meetings that require support, as well as general administrative duties such as notices, mailings, and correspondence. The Engineer continues to request the administrator to take on tasks that she can perform more cost effectively.
9, 10, 13	These line items include general engineering support, including preparation for and attendance at Commission and TAC meetings, general technical and engineering assistance, minor special projects, writing and administering grants, etc. The TMDL 5 Year Review budget is reduced since much of the analytical work will be completed during the 4 <sup>th</sup> Generation Plan.
11-12	These line items are for project reviews, review of Local Water Management Plans and Comprehensive Plan amendments and updates, environmental assessments, large projects such as the Blue Line Extension and general inquiries about past and upcoming projects. This activity has noticeably decreased in the past few years, as there have been less planning and pre-submittal meetings and reviews. It is difficult to predict what the expense for a coming year will be, as it is based on the number of project reviews, inquiries, etc. received.
14-18	Legal: general counsel: preparing for and attending meetings, drafting policies and variances, reviewing contracts and agreements. Misc: annual audit, bookkeeping services, insurance and bonding, and meeting expenses.
19-20	The Commission's routine stream monitoring program. Flow and water quality are monitored at two sites--SC-0 at Webber Park in Minneapolis and SC-3 at Brooklyn Boulevard in Brooklyn Park, and one site on Bass Creek -- BC-1 in Bass Creek Park in Brooklyn Park. This also includes the Commission's share of operating the USGS real-time monitoring site at Queen Avenue in Minneapolis.
21	This line item is the routine lake water quality monitoring and aquatic vegetation surveys as set forth in the Third Generation Monitoring Program and in the lake TMDLs. The lake monitoring cycle and those for 2022 will be reviewed as part of the 4 <sup>th</sup> Generation Plan.
22-24	Volunteer lake, macroinvertebrate, and wetland monitoring. The lake monitoring is through the Met Council's Citizen Assisted Monitoring Program (CAMP), and the stream macroinvertebrate and wetland monitoring is coordinated by Hennepin County Environmental Services. The lake monitoring cycle and those for 2023 will be reviewed as part of the 4 <sup>th</sup> Generation Plan. Two wetlands yet to be determined will be monitored in 2023.
25	This line item is the annual water quality report, which provides a record of all the monitoring results for the year as well as analysis of water quality trends and an overview of progress toward the TMDLs. West Mississippi also budgets funds for this report. Now that the Commissions has accumulated a long enough data record, more trend analysis is possible.
26-27	General public information and NPDES education program: target one or two messages per year; coordinate messages with cities; prepare materials for distribution by member cities; work with lake associations; Great Shingle Creek Watershed Cleanup; work with Watershed Partners; coordinate Education and Public Outreach Committee (EPOC); coordinate with the West Metro Water Alliance (WMWA) (with Shingle, Bassett, and Elm WMOs); work with area schools; maintain Web site. The cost of the Education program is split 50/50 between Shingle Creek and West Mississippi. No education grants have been awarded for several years despite efforts to market the program. Staff recommends discontinuing the program.

Line	Explanation
28-31	The Commission participates in the West Metro Water Alliance (WMWA), contributes to funds to support rain garden workshops, classroom activities, and special projects on a regional basis.
32	The Commission reviews its Capital Improvement Program (CIP) annually, and periodically formally revises the CIP through major and minor plan amendments.
33	Completion of subwatershed BMP assessments systematically in the areas of the watershed that could benefit from additional treatment as recommended in the Third Generation Plan. 2023 budget funds will be used to match grants to complete such assessments.
34	The Commission no longer makes regular contributions to a dedicated 4 <sup>th</sup> Generation Watershed Management Plan account. ON completion of the 4 <sup>th</sup> Gen Plan, the Commissions will begin setting aside funds for the 5 <sup>th</sup> Gen Plan.
35	When expenses are less than collected revenues, the balance is transferred to the cash reserves.

## Shingle Creek Watershed Management Commission - Proposed 2023 Member Assessments

	Acreage	2020 Tax Capacity	Cost Allocation		Cost Based		Total Cost	
2021			Based on Area		on Tax Capacity			
Community			%age	Dollars	%age	Dollars	%age	Dollars
Brooklyn Center	3,720	19,082,171	13.07%	23,762.382	10.55%	19,174.501	11.81%	42,936.88
Brooklyn Park	7,080	41,288,026	24.88%	45,225.179	22.82%	41,487.799	23.85%	86,712.99
Crystal	2,480	13,455,117	8.71%	15,841.588	7.44%	13,520.220	8.08%	29,361.81
Maple Grove	5,020	35,903,298	17.64%	32,066.441	19.84%	36,077.017	18.74%	68,143.46
Minneapolis	1,950	12,300,200	6.85%	12,456.087	6.80%	12,359.715	6.83%	24,815.80
New Hope	2,070	16,231,998	7.27%	13,222.616	8.97%	16,310.537	8.12%	29,533.15
Osseo	300	2,201,981	1.05%	1,916.321	1.22%	2,212.635	1.14%	4,128.96
Plymouth	4,380	30,147,065	15.39%	27,978.289	16.66%	30,292.932	16.03%	58,271.22
Robbinsdale	1,460	10,309,759	5.13%	9,326.096	5.70%	10,359.643	5.41%	19,685.74
Total	28,460	180,919,615	100%	181,795	100%	181,795	100%	363,590
	Acreage	2021 Tax Capacity	Cost Allocation		Cost Based		Total Cost	
2022			Based on Area		on Tax Capacity			
Community			%age	Dollars	%age	Dollars	%age	Dollars
Brooklyn Center	3,720	20,453,640	13.07%	23,762.382	10.58%	19,230.292	11.82%	42,992.67
Brooklyn Park	7,080	44,158,668	24.88%	45,225.179	22.84%	41,517.503	23.86%	86,742.68
Crystal	2,480	14,200,096	8.71%	15,841.588	7.34%	13,350.777	8.03%	29,192.37
Maple Grove	5,020	38,788,473	17.64%	32,066.441	20.06%	36,468.504	18.85%	68,534.94
Minneapolis	1,950	13,204,556	6.85%	12,456.087	6.83%	12,414.781	6.84%	24,870.87
New Hope	2,070	17,617,989	7.27%	13,222.616	9.11%	16,564.243	8.19%	29,786.86
Osseo	300	2,345,474	1.05%	1,916.321	1.21%	2,205.189	1.13%	4,121.51
Plymouth	4,380	31,478,480	15.39%	27,978.289	16.28%	29,595.727	15.83%	57,574.02
Robbinsdale	1,460	11,112,638	5.13%	9,326.096	5.75%	10,447.982	5.44%	19,774.08
Total	28,460	193,360,014	100%	181,795	100%	181,795	100%	363,590
	Acreage	2022 Tax Capacity	Cost Allocation		Cost Based		Total Cost	
2023			Based on Area		on Tax Capacity			
Community			%age	Dollars	%age	Dollars	%age	Dollars
Brooklyn Center	3,720	24,644,155	13.07%	24,181.307	10.46%	19,343.883	11.76%	43,525.19
Brooklyn Park	7,080	53,297,576	24.88%	46,022.488	22.61%	41,834.750	23.75%	87,857.24
Crystal	2,480	17,648,187	8.71%	16,120.871	7.49%	13,852.553	8.10%	29,973.42
Maple Grove	5,020	47,582,121	17.64%	32,631.764	20.19%	37,348.530	18.91%	69,980.29
Minneapolis	1,950	15,730,473	6.85%	12,675.685	6.67%	12,347.286	6.76%	25,022.97
New Hope	2,070	21,261,174	7.27%	13,455.727	9.02%	16,688.487	8.15%	30,144.21
Osseo	300	2,799,609	1.05%	1,950.105	1.19%	2,197.491	1.12%	4,147.60
Plymouth	4,380	38,250,294	15.39%	28,471.539	16.23%	30,023.720	15.81%	58,495.26
Robbinsdale	1,460	14,476,873	5.13%	9,490.513	6.14%	11,363.300	5.64%	20,853.81
Total	28,460	235,690,462	100%	185,000	100%	185,000	100%	370,000



**To:** West Mississippi WMO Commissioners

**From:** Todd Shoemaker, P.E.  
Diane Spector  
Judie Anderson

**Date:** May 6, 2022

**Subject:** Preliminary 2023 Budget

**Recommended  
Commission Action**

This report presents a proposed 2023 budget for discussion and comment. If comfortable you may adopt a proposed budget at the 5/12 meeting or wait until the 6/9 meeting. The budget must be finalized prior to July 1.

The Joint Powers Agreement (JPA) governing operations of the West Mississippi Watershed Management Commission requires a budget and the resulting proposed city assessments for the coming year to be reported to the member cities by July 1. This memo is the first step in the 2023 budget process. This is the operating budget, which includes administration, engineering, legal, technical services, education/outreach programs and basic operations of the Commission. Capital and cost-share projects are handled separately from the operating budget. Below we will first discuss the sources of revenue to fund operations, and then the proposed expenditures for 2023 compared to previous years.

## Revenue Sources

The primary source of funds for operations is from assessments on the cities having land in the watershed. The cities share proportionally in that cost based 50% on their area within the watershed and 50% on their net tax capacity in the watershed. Tax capacity serves as a proxy for level and density of development. Most, but not all, of the cities fund these assessments from their Storm Drainage Utility Funds.

The JPA limits the increases in annual city assessments to the *cumulative* increase in the Consumer Price Index (CPI-U), using the assessment in 2004 as a base. This is *not* an annual cap, so if the Commission chooses to not increase the assessment one year or increases less than the rate of inflation, it retains the ability in future years to set an increase greater than the annual rate of inflation to “catch up.”

As Table 1 shows, the Commission has not increased assessment every year. However, the *ability* to increase continues to accumulate with inflation. For 2023, the Commission could increase assessments to as much as \$186,950 and stay within the JPA cap. The draft 2023 budget recommended to you assumes *an assessment of \$156,200*, which is a zero increase. The audited unrestricted fund balance at the end of 2020 was about \$82,000. The 2021 year-end balance is still under audit but is expected to be in that vicinity. The proposed 2023 budget assumes no cash contribution from the reserves.

Other sources of funding are project review fees and interest. These are shown later in this memo, in Table 2.

**Table 1. Calculation of allowable member city assessments according to the JPA assessment cap.**

	June CPI-U	Annual CPI % Change	Cumul. CPI % Change	WM Allowed	WM Actual
2003	183.7				
2004	189.7			\$119,450	\$ 76,200
2005	194.5	3.3%	3.3%	123,350	77,950
2006	202.9	2.5%	5.9%	126,470	80,350
2007	208.352	4.3%	10.5%	131,930	125,600
2008	218.815	2.7%	13.4%	135,480	125,600
2009	215.693	5.0%	19.1%	142,280	130,620
2010	217.965	-1.4%	17.4%	140,250	128,000
2011	225.722	1.1%	18.7%	141,730	128,000
2012	229.478	3.6%	22.9%	146,770	128,000
2013	233.504	1.7%	24.9%	149,220	135,700
2014	238.343	1.8%	27.1%	151,830	135,700
2015	238.638	2.1%	29.7%	154,980	135,700
2016	241.018	0.1%	29.9%	155,170	135,700
2017	243.801	1.0%	31.2%	156,720	145,000
2018	251.989	1.6%	33.3%	159,280	150,000
2019	254.202	1.9%	37.2%	163,850	153,600
2020	258.115	0.9%	39.4%	166,560	153,600
2021	264.877	0.6%	40.3%	167,840	153,600
2022	287.504*	5.4%	47.9%	176,670	156,200
2023		5.8%	56.5%**	186,950	<b>156,200</b>

\*March 2022 CPI-U is the latest available \*\*June 2021 to March 2022

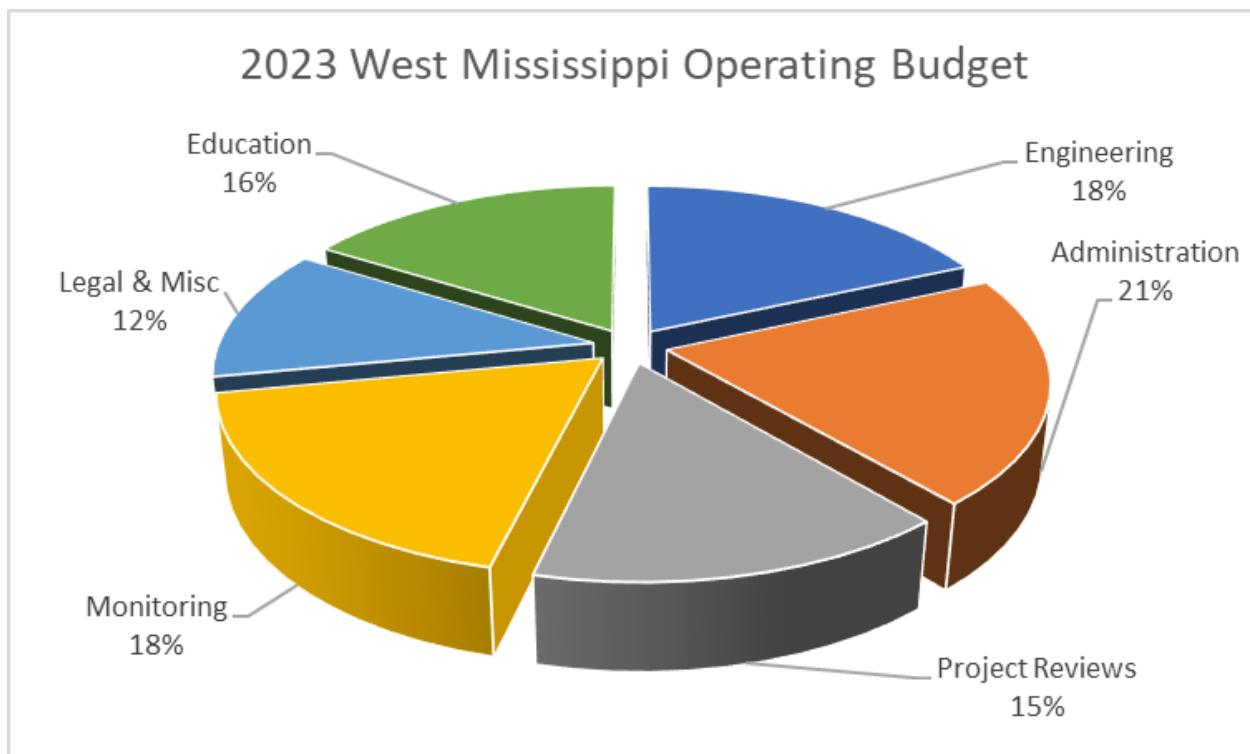
## Expenses

With a few exceptions the proposed budget shown in Table 2 generally continues the same activities at the same level of effort as 2022. Some of the line items have been adjusted and reallocations made. Overall, the proposed 2023 budget is \$5,400 less than the 2022 budget. Each line item is explained in the 2023 Budget Explanation below. Figure 1 shows the proposed 2023 expenditures by category. A few lines require more explanation:

*Meeting expense (line 18).* The budget assumes that in 2023 the Commission will continue to meet in-person.

*Volunteer stream monitoring (line 19).* In the past one site on Mattson Brook site has been monitored for macroinvertebrates by high school students through the Hennepin County River Watch program. However, for the last few years County staff have been unable to recruit a group to participate. Therefore, it is recommended to no longer budget for this proposed activity.

*Subwatershed BMP Assessment (line 28).* No requests have been received for subwatershed assessments, so this line item is proposed to be unfunded in 2023.



**Figure 1. Proposed 2023 West Mississippi operating budget by program area.**

*To (from) reserves (line 30).* In 2021, the Commission spent less than it took in from the various revenue sources. The estimated balance following the completion of the audit will accrue to the cash reserves. A major part of the underspending was a result of the COVID-19 pandemic. Meeting expense was less. The West Metro Water Alliance (WMWA) Watershed PREP educators had limited activity as users relied on an online version of the watershed lessons. WMWA did not bill the participating watersheds for the unspent cost of the program. In addition, the cost to perform project reviews was much less than what was anticipated. While it appears that the cost of 2021 stream monitoring was much lower than budgeted, we are still looking into whether the Mississippi WMO invoiced the Commission for the full amount of services provided in 2021.

**Table 2. Proposed West Mississippi Watershed Management Commission 2023 budget.**

		<b>2021 Budget</b>	<b>2021 Actual (pre-audit)</b>	<b>2022 Budget</b>	<b>Proposed 2023</b>
<b>INCOME</b>					
1	Application fees	\$18,000	\$23,200	\$18,000	\$20,000
2	Interest income	7,000	94	2,500	100
3	Assessment	153,600	153,600	156,200	156,200
4	Blue Line Extension	500	0	0	0
5	Reserve - General	0		5,000	0
	<b>TOTAL INCOME</b>	<b>\$178,600</b>	<b>\$176,894</b>	<b>\$181,700</b>	<b>\$176,300</b>
<b>EXPENSES</b>					
	<i>Administration:</i>				
6	Administrative services	\$30,000	\$27,618	\$32,000	\$32,000
7	TAC/engineering support	5,000	2,975	4,000	4,000
8	Project reviews/WCA	1,500	1,207	1,500	1,500
9	Blue Line Extension	0	0	0	0
	<b>Subtotal</b>	<b>\$36,500</b>	<b>\$31,800</b>	<b>\$37,500</b>	<b>\$37,500</b>
	<i>Engineering:</i>				
10	Engineering services	\$31,500	\$28,574	\$33,500	\$32,300
11	Grant writing	1,000	0	500	0
12	Project reviews/WCA	30,000	19,541	30,000	25,000
13	Blue Line Extension	0	0	0	0
	<b>Subtotal</b>	<b>\$62,500</b>	<b>\$48,115</b>	<b>\$64,000</b>	<b>\$57,300</b>
	<i>Legal:</i>				
14	Legal services	\$4,000	\$3,112	\$4,500	\$5,000
	<b>Subtotal</b>	<b>\$4,000</b>	<b>\$3,112</b>	<b>\$4,500</b>	<b>\$5,000</b>
	<i>Miscellaneous:</i>				
15	Accounting	\$3,000	3,193	\$3,300	\$3,400
16	Audit	5,500	4,500	5,000	6,500
17	Insurance & bonding	2,800	2,258	3,100	3,000
18	Meeting expense	2,700	90	2,700	3,000
	<b>Subtotal</b>	<b>\$14,000</b>	<b>\$10,041</b>	<b>\$14,100</b>	<b>\$15,900</b>
	<i>Monitoring:</i>				
19	Vol stream monitoring	\$0	\$0	\$0	\$0
20	Vol wetland monitoring	2,000	0	2,000	2,000
21	Outfall & stream monitoring	22,600	11,393	22,600	22,600
22	Annual monitoring report	8,000	6,873	8,000	7,500
	<b>Subtotal</b>	<b>\$32,600</b>	<b>\$18,236</b>	<b>\$32,600</b>	<b>\$32,100</b>
	<i>Education:</i>				
23	Education program	\$15,000	\$14,030	\$16,500	\$17,000
24	Rain garden workshops	2,000	0	0	0
25	WMWA implementation activities	11,500	5,000	11,500	11,500
26	Education grants	500	0	0	0
	<b>Subtotal</b>	<b>\$29,000</b>	<b>\$19,030</b>	<b>\$28,000</b>	<b>\$28,500</b>
	<i>Management Plans:</i>				
27	3 <sup>rd</sup> Gen Plan/plan amendments	0	\$0	1,000	0
28	Subwatershed BMP assessment	0	0	0	0
	<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,000</b>	<b>\$0</b>
29	Contribution to 4th Gen Plan	0	0	0	0
30	To (from) reserves	0	46,560	0	0
	<b>TOTAL OPERATING EXPENSE</b>	<b>\$178,600</b>	<b>\$176,894</b>	<b>\$181,700</b>	<b>\$176,300</b>



## 2023 Budget Explanation

### Income (see Table 2)

Line	Explanation
1	The application fee structure is intended to recover the cost of completing current project reviews. While the fees do not fully fund that activity, they are set and periodically reviewed and adjusted to recover a majority of the cost. It is difficult to predict and budget for project review revenues and fees because it varies based on the economy.
3	Annual assessments to the member cities to pay the operating expenses of the Commission. Assessments are apportioned 50 percent based on land area within the watershed and 50 percent based on tax capacity of land within the watershed. Assessments did not increase 2019-2021. The 2022 assessment was an increase of 1.7%; no increase is proposed for 2023.
4	The Blue Line Extension project will be built through the watershed, and there will be a number of wetland and floodplain impacts and stream crossings. While currently on hold, the Metropolitan Council will reimburse the Commission for the cost of the Watershed Engineer's participation in planning meetings.
5	The Commission has in the past maintained a very healthy cash reserve. In previous years, those reserves were used to subsidize the assessments. As the reserves have been drawn down, the assessments are now funding most of the operating expenses. In 2022, the Commission used \$5,000 from cash reserves to hold down the assessment increase.

### Expenditures (see Table 2)

Line	Explanation
6-9	These line items are to provide administrative support (scheduling, minutes, etc.) for regular Commission and TAC meetings and any Commission, TAC, or other meetings that require support, as well as general administrative duties such as notices, mailings, and correspondence. The Engineer continues to request the administrator to take on tasks that she can perform more cost effectively.
10-11	This line item includes general engineering support, including preparation for and attendance at Commission and TAC meetings, general technical and engineering assistance, minor special projects, writing and administering grants, etc. There has been an increasing amount of work including more frequent TAC meetings, more technical assistance to the member cities, managing the CIP process, etc., so this line item is proposed for increase.
12-13	These line items are for project reviews, review of Local Water Management Plans and Comprehensive Plan amendments and updates, environmental assessments, large projects such as the Blue Line Extension and general inquiries about past and upcoming projects. This activity has noticeably increased in the past few years, as there have been more planning and pre-submittal meetings and reviews. It is difficult to predict what the expense for a coming year will be, as it is based on the number of project reviews, inquiries, etc. received.
14-18	Legal: general counsel: preparing for and attending meetings, drafting policies and variances, reviewing contracts and agreements. Misc: annual audit, bookkeeping services, insurance and bonding, and meeting expenses. The cost of the required annual audit has increased.
19-20	At this time we are not recommending changes to the volunteer stream or wetland monitoring budgets. No stream sites have been evaluated through the RiverWatch program the last few years. Two wetlands are assessed each year through the Wetland Health Evaluation Program, both volunteer programs managed by Hennepin County.
21	Routine flow and water quality monitoring at two stream and/or outfall sites each year on a rotating basis. No increase proposed for 2023.
22	This line is the Commission's contribution to the Annual Shingle Creek and West Mississippi Water Quality Report that presents data gathered in the previous year and evaluates whether water quantity and quality goals are being achieved
23-26	General public information and NPDES education program: target one or two messages per year; coordinate messages with cities; prepare materials for distribution by member cities; work with lake associations; Great Shingle Creek Watershed Cleanup; work with Watershed Partners; coordinate Education and Public Outreach Committee (EPOC); coordinate with the West Metro

Line	Explanation
	Water Alliance (WMWA) (with Shingle, Bassett, and Elm WMOs); work with area schools; maintain Web site. The cost of the Education program is split 50/50 between Shingle Creek and West Mississippi. No education grants have been awarded for several years despite efforts to market the program. Staff recommends discontinuing the program.
24-25	The Commission participates in the West Metro Water Alliance (WMWA), contributes to funds to support rain garden workshops, classroom activities, and special projects on a regional basis.
27	The Commission reviews its Capital Improvement Program (CIP) annually, and periodically formally revises the CIP through major and minor plan amendments.
28	Completion of subwatershed BMP assessments systematically in the areas of the watershed that could benefit from additional treatment as recommended in the Third Generation Plan. No assessments have been requested for 2023, thus no funds are budgeted.
29	No contributions are proposed to a dedicated 4 <sup>th</sup> Generation Watershed Management Plan account.
30	When expenses are less than collected revenues, the balance is transferred to the cash reserves.

**West Mississippi Watershed Management Commission**  
**Proposed 2023 Member Assessments**

<b>2020</b>		<b>2019 Tax</b>	<b>Cost Allocation</b>		<b>Cost Based</b>		<b>Total Cost</b>	
<b>Community</b>	<b>Acreage</b>	<b>Capacity</b>	<b>Based on Area</b>		<b>on Tax Capacity</b>			
			<b>%age</b>	<b>Dollars</b>	<b>%age</b>	<b>Dollars</b>	<b>%age</b>	<b>Dollars</b>
Brooklyn Center	1,660	8,058,439	10.46%	8,033	10.92%	8,386	10.69%	16,419
Brooklyn Park	9,880	42,590,111	62.26%	47,813	57.71%	44,321	59.98%	92,134
Champlin	3,620	19,143,084	22.81%	17,518	25.94%	19,921	24.37%	37,440
Maple Grove	530	2,686,113	3.34%	2,565	3.64%	2,795	3.49%	5,360
Osseo	180	1,322,328	1.13%	870	1.79%	1,376	1.46%	2,247
<b>Totals</b>	<b>15,870</b>	<b>73,800,075</b>	<b>100.00%</b>	<b>76,800</b>	<b>100.00%</b>	<b>76,800</b>	<b>100.00%</b>	<b>153,600</b>
<b>2021</b>		<b>2020 Tax</b>	<b>Cost Allocation</b>		<b>Cost Based</b>		<b>Total Cost</b>	
<b>Community</b>	<b>Acreage</b>	<b>Capacity</b>	<b>Based on Area</b>		<b>on Tax Capacity</b>			
			<b>%age</b>	<b>Dollars</b>	<b>%age</b>	<b>Dollars</b>	<b>%age</b>	<b>Dollars</b>
Brooklyn Center	1,660	9,158,330	10.46%	8,033	10.92%	8,387	10.69%	16,420
Brooklyn Park	9,880	49,614,398	62.26%	47,813	59.16%	45,436	60.71%	93,248
Champlin	3,620	20,767,803	22.81%	17,518	24.76%	19,019	23.79%	36,537
Maple Grove	530	2,911,603	3.34%	2,565	3.47%	2,666	3.41%	5,231
Osseo	180	1,410,734	1.13%	870	1.68%	1,292	1.41%	2,163
<b>Totals</b>	<b>15,870</b>	<b>83,862,868</b>	<b>100.00%</b>	<b>76,800</b>	<b>100.00%</b>	<b>76,800</b>	<b>100.00%</b>	<b>153,600</b>
<b>2022</b>		<b>2021 Tax</b>	<b>Cost Allocation</b>		<b>Cost Based</b>		<b>Total Cost</b>	
<b>Community</b>	<b>Acreage</b>	<b>Capacity</b>	<b>Based on Area</b>		<b>on Tax Capacity</b>			
			<b>%age</b>	<b>Dollars</b>	<b>%age</b>	<b>Dollars</b>	<b>%age</b>	<b>Dollars</b>
Brooklyn Center	1,660	9,968,236	10.46%	8,169	11.10%	8,666	10.78%	16,835
Brooklyn Park	9,880	53,164,616	62.26%	48,623	59.18%	46,220	60.72%	94,843
Champlin	3,620	21,941,714	22.81%	17,815	24.42%	19,076	23.62%	36,891
Maple Grove	530	3,264,297	3.34%	2,608	3.63%	2,838	3.49%	5,446
Osseo	180	1,495,320	1.13%	885	1.66%	1,300	1.40%	2,185
<b>Totals</b>	<b>15,870</b>	<b>89,834,183</b>	<b>100.00%</b>	<b>78,100</b>	<b>100.00%</b>	<b>78,100</b>	<b>100.00%</b>	<b>156,200</b>
<b>2023</b>		<b>2022 Tax</b>	<b>Cost Allocation</b>		<b>Cost Based</b>		<b>Total Cost</b>	
<b>Community</b>	<b>Acreage</b>	<b>Capacity</b>	<b>Based on Area</b>		<b>on Tax Capacity</b>			
			<b>%age</b>	<b>Dollars</b>	<b>%age</b>	<b>Dollars</b>	<b>%age</b>	<b>Dollars</b>
Brooklyn Center	1,660	12,143,055	10.46%	8,169	10.41%	8,128	10.43%	16,298
Brooklyn Park	9,880	70,196,684	62.26%	48,623	60.16%	46,988	61.21%	95,611
Champlin	3,620	28,305,110	22.81%	17,815	24.26%	18,947	23.54%	36,762
Maple Grove	530	4,218,843	3.34%	2,608	3.62%	2,824	3.48%	5,432
Osseo	180	1,811,681	1.13%	885	1.55%	1,213	1.34%	2,098
<b>Totals</b>	<b>15,870</b>	<b>116,675,373</b>	<b>100.00%</b>	<b>78,100</b>	<b>100.00%</b>	<b>78,100</b>	<b>100.00%</b>	<b>156,200</b>

**To:** Shingle Creek/West Mississippi WMO Commissioners/TAC

**From:** Diane Spector

**Date:** May 6, 2022

**Subject:** Impaired Waters Status

**Recommended  
Commission Action**

For information.

I attended the MPCA/DNR Mississippi River - Twin Cities HUC 8 Watershed Professional Judgement Group (PJG)– WEST meeting on 4/28/22. This is a step in the process where the MPCA and DNR's watershed assessment team reviews water quality and other data to determine which streams and lakes are meeting or exceeding state standards, as well as identifying where more information is needed. The purpose of the PJG meeting is to take local and public input on potential new impairments, new delistings, those waterbodies that are recognized as nearly or barely impaired, and those that are vulnerable. This includes assessment results from monitoring chemical parameters as well as from biological monitoring of aquatic invertebrates and fish. The MPCA will use this information to develop and submit to the EPA a new draft Impaired Waters list, which is several steps further down the road in the process.

There is some good news and some not so good news.

- In West Mississippi, the MPCA is proposing new impairment listing on the channel that flows out of the Brooklyn Park **Environmental Preserve** through Mississippi Gateway Regional Park and discharges in the Mississippi River below the Coon Rapids Dam. The new impairment is for *E. coli*.
- The MPCA is proposing new impairment listings on **Bass Creek** – DO and *E. coli*. While this is a new impairment listing, recall that DO was a primary biotic stressor, and as such the Shingle and Bass Creek Biotic and DO TMDL includes non-numeric TMDL implementation actions for Bass Creek such as channel reshaping and adding aeration structures. Such features were included in the Bass Creek Park Restoration Project that is just finishing up. The Commission and cities have also been treating the Shingle Creek *E.coli* impairment as a whole-watershed impairment as well. It is not clear whether and when TMDL studies will need to be completed for these new impairments to formally establish load reductions, but there will not likely need to be new implementation actions since the cities and Commission are already in implementation.
- **Bass Lake** was noted to be now meeting the TP and Secchi standard, but still experiencing elevated chl-a, and there was a question as to whether it should be delisted at this time. We were able to provide some background to the PJG about the alum treatment and vegetation management activities that are ongoing, and that there was active management and oversight by the City, lake association, and the Commission. That was sufficient for the group to feel comfortable recommending that Bass Lake be proposed for delisting for nutrients. Yay!

- **Pomerleau Lake** now clearly meets state water quality standards for all three eutrophication indicators and it is recommended for delisting with no questions from the PJG. Yay again!
- There are a number of lakes this assessment round being proposed for listing based on non-attainment of the fish IBI standard. All three basins of **Twin Lake** are proposed as is **Eagle Lake**. I have a little information about which of the fish metrics seem to contribute to the low score, but the more complete actual IBI data can be readily obtained when it comes time to figure out what if anything to do about it.
- **Crystal Lake** was diagnosed with moderately elevated chloride concentrations and is classified as vulnerable to a future chloride impairment. No impairment at this time, just for information and consideration.

**To:** Shingle Creek WMO Commissioners

**From:** Todd Shoemaker PE  
Diane Spector  
Katie Kemmitt

**Date:** May 6, 2022

**Subject:** Bass Lake Vegetation Improvements CPL grant

**Recommended  
Commission Action**

Accept Conservation Partners Legacy grant (CPL) for Bass Lake Vegetation Improvements Project

The Commission previously directed staff to submit a CPL grant to perform vegetation transplants on Bass Lake. Bass Lake is on the draft list of delisted water bodies this year following alum treatments in 2019 and 2020. Water quality is the best on-record. This grant project aims to improve aquatic vegetation diversity throughout the lake to support and maintain a healthy lake ecosystem. The grant request was for \$22,230. The project requires a 10% match which will be funded through remaining Bass and Pomerleau Alum Project funds. We are happy to report that the Department of Natural Resources has awarded the full grant request to the Commission.

Attached is the project workplan and grant contract. The contract is pending approval by the Watershed's attorney.

**DIVISION OF FISH AND WILDLIFE  
CONSERVATION PARTNERS LEGACY GRANT**

Revision: 20191104

Data Date: April 29, 2022

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**PROJECT CONTACT**

**Project Name:** Bass Lake Vegetation Improvements  
**Organization Name:** Shingle Creek Watershed Management Organization  
**Organization Type:** Government  
**Mailing Address 1:** 3235 Fernbrook Lane N  
**City, State ZIP Code:** Plymouth, MN 55447

**Project Manager:** Judie Anderson  
**Title:** Watershed Administrator  
  
**Phone:** 763-553-1144  
**Email:** judie@jass.biz

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**PROJECT OVERVIEW****Sites / Location**

**County Name:** Hennepin  
**Project Site Name:** Bass Lake  
**Total Project Sites:** 1  
**Total Project Acres:** 183

**Land Ownership**

**Primary Land Ownership:** Public Water  
**Additional Land Ownerships:** (N/A)

**Habitat**

**Primary Type:** Fish, Game or Wildlife Habitat  
**Additional Types:** (N/A)

**Activities**

**Primary Activity:** Restoration  
**Additional Activities:** Enhancement

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**PROJECT FUNDING SUMMARY**

**Grant Type:** Metro  
**Grant Request Level:** \$25,000 And Under  
  
**Total Grant Amount Requested:** \$22,230  
**Total Match Amount Pledged:** \$2,550  
**Additional Funding Amount:** \$0  
  
**Total Project Cost:** \$24,780

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**PROJECT SUMMARY**

A healthy, diverse submersed native vegetation community will be restored in Bass Lake in Plymouth, Minnesota for years to come. The lake is a public water in the Shingle Creek Watershed and is actively managed by the Watershed, the City, and the Bass Lake Improvement Association (BLIA). The Watershed, in partnership with the DNR and the BLIA, will use established DNR techniques for transplanting and monitoring local, native aquatic vegetation to restore the lakes vegetation community. The restored vegetation community will support a healthy shallow lake that provides key habitat, food sources, and cover for aquatic organisms, waterfowl and other birds, and other animals.

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**PROBLEM STATEMENT**

Shallow lakes exist in alternative stable states where the clear water, biologically diverse state is dominated by emergent and submersed aquatic vegetation and the turbid, low diversity state is dominated by algae. The clear water state of a shallow lake supports healthy aquatic vegetation community that provides cover and nesting material for birds; seeds and tubers to feed waterfowl; cover and habitat for invertebrates and other animals; structure for emerging insects; and more. Robust, diverse aquatic vegetation is key to establishing a balanced shallow lake ecosystem that can support healthy fish and other wildlife communities and benefit humans alike.

Bass Lake is 183-acre shallow lake in Plymouth, Minnesota. The aquatic habitat of the lake has been significantly affected by development of the watershed. Excessive nutrient loading caused summertime algae blooms that decreased water quality, reduced light availability to submersed aquatic vegetation, and created low oxygen conditions in the lake that are harmful to aquatic life. The lake was listed on the States 303(d) list in 2002 as an impaired water for excess nutrients. In 2018, active management to improve the lake ecosystem began. Aluminum sulfate treatments were applied to the lake in 2019 and 2020



## PROBLEM STATEMENT *(Continued)*

and the City has implemented BMPs to reduce watershed nutrient loads. These actions have resulted in restored water quality in the lake. Total phosphorus, chlorophyll-a, and Secchi depth measurements are now meeting water quality standards. Water quality metrics in 2021 were the best on-record. Despite improvements in water quality, the aquatic vegetation community of Bass Lake is limited in its extent and diversity. The aquatic invasive species (AIS) curly leaf pondweed (CLP) covers a large area of the lake in spring, with as high as 61% frequency of occurrence at sampled points, outcompeting native vegetation. In late summer, the vegetation community is dominated by coontail, and in 2021 only 62% points sampled within the littoral area had vegetation growth. In recent years aquatic species diversity in the lake has been as low as 7 species. Given the current clear water state of the lake, restoration of the vegetation community is well-timed. The establishment of a diverse and robust community now will help maintain the clear water state into the future.

## PROJECT OBJECTIVES

The proposed project will benefit fish and wildlife habitat of Bass Lake, increasing the number of native aquatic species in the lake and supporting the clear water state. After vegetation transplanting on Bass Lake, littoral plant frequency is expected to increase to near 100%, a desirable goal for a healthy, shallow lake. Floristic Quality Index (FQI), a community metric used to score the health of the vegetation community, will consistently meet the suggested DNR standard of 17.8. Aquatic species diversity will consistently exceed historic data and meet the suggested DNR standard of 11 species.

Restoring the native vegetation community has multiple benefits, including providing valuable habitat for suburban wildlife. The restored vegetation community will have indirect benefits of supporting good water quality in the lake for wildlife and lake users, and will provide needed shoreline protection, reducing shoreline erosion from wind and boat use.

Bass Lake is adjacent to over 56 acres of City of Plymouth park. The park has a large, popular fishing pier and the park is available to the community for hiking, birdwatching, fishing, swimming, and more. The lake is less than a half mile from Eagle Lake Regional Park and Eagle and Pike Lakes, which both have shoreline areas designated as Ecologically Significant Areas. Increasing quality habitat near these Significant Areas is key to creating habitat corridors in developed areas, and the Bass Lake Vegetation Improvement Project will support that.

## METHODS

The Watershed has already been working closely with the DNR, the Bass Lake Improvement Association, and the City to organize management activities on the lake. Completion of this project will rely on grant dollars and this partnership.

Summer 2022: Native, desirable vegetation species will be introduced to Bass Lake from a to-be-determined donor lake on two occasions in 2022. The first event will take place in mid-summer (June-July) and the second will take place in September. The purpose of native plant introduction is to increase the diversity and robustness of the plant community in Bass Lake. Vegetation harvesting from the donor lake will occur in mid and late summer and will involve Watershed staff, the BLIA, and the DNR Invasive Species Program specialists. The Watershed will follow the DNR's In-Lake Aquatic Plant Restoration Guidance (2022) for harvesting and transplanting techniques. Desirable vegetation species will be fixed to biodegradable material (coconut fiber, burlap, etc.) and fixed to the lake bottom in fence enclosures. Fence enclosures will prevent herbivory by turtles, muskrats, and other animals and allow for accurate monitoring of vegetation survival. Between the first and second transplant event, the Watershed will complete biweekly monitoring of stem counts. Following the second event (September), Watershed staff will continue biweekly monitoring until not feasible. The two transplant events, mid and late summer, will capture aquatic vegetation in various life stages, ensuring that reproductive vegetation are transplanted to Bass Lake.

Spring/Early Summer 2023: Following overwintering, Watershed staff will return to the lake to assess the overwintering of enclosures. Necessary repairs will be made and supplemented.

Late Summer 2023: Watershed staff will complete a point-intercept aquatic vegetation survey, including biovolume estimates collected with sonar data, according to established DNR methods to document any changes to the lakes vegetation community and spread.

## EXPERIENCE / ABILITIES

The Shingle Creek Watershed has been actively managing Bass Lake for improved water quality for the last 4 years and has been monitoring the lake for over 10 years. The Watershed has worked with the City of Plymouth to implement watershed BMPs to support better water quality in the lake. The Watershed has performed numerous aquatic vegetation surveys on Bass Lake, CLP delineations, and coordinated herbicide applications for control of CLP. They have worked closely with the residents of the lake to cooperatively manage lake vegetation. Alum treatments on Bass Lake were funded by a BWSR Clean Water Fund grant. Reduced internal loading through alum applications was successfully achieved under the grant, and the lake is experiencing the best water quality on-record as a result.

In 2021, the Watershed in partnership with the City, received an additional Clean Water Fund grant to complete a stream restoration and BMPs installation project on Palmer Creek, a tributary to Bass Lake. The project goal is to reduce nutrients and

## EXPERIENCE / ABILITIES *(Continued)*

sediment flowing into Bass Lake from the creek, improving aquatic habitat for fish and waterfowl. The Watershed is currently implementing the Crystal Lake Management Plan, a 319 grant administered by the PCA. Over 30% of the estimated carp population has been removed using standard removal techniques, and one dose of an alum treatment has been applied. The Watershed works closely with the PCA to submit progress reports through the duration of the project.

## PROJECT TIMELINE

Time Frame	Goal
June/July 2022	Complete one vegetation harvest and planting event with assistance from DNR and BLIA
July/August 2022	Complete biweekly monitoring of enclosures
September 2022	Complete second harvest and planting event with assistance from DNR and BLIA
June 2023	Assess overwintering of enclosures; repair as needed
August 2023	Complete point-intercept and biovolume lake vegetation survey to assess success of transplantings

Estimated Project Completion Date: 2023-12-31

## PROJECT INFORMATION

- Describe the degree of collaboration and local support for this project.  
(N/A)
- Describe any urgency associated with this project.  
(N/A)
- Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.  
(N/A)
- Describe public access at project site for hunting and fishing, identifying all open seasons.  
(N/A)
- Discuss use of native vegetation *(if applicable)*.  
(N/A)
- Discuss your budget and why it is cost effective.  
(N/A)
- Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.  
(N/A)

## BUDGET INFORMATION

### Organization's Fiscal Contact Information

Name: Judie Anderson  
Title: Watershed Administrator  
Email: judie@jass.biz  
Phone: 763-553-1144

Street Address 1: 3235 Fernbrook Lane N

City, State ZIP Code: Plymouth, MN 55447

### Budget Details

#### Travel (in-state)

Item	Description	Amount	Grant/Match	In-kind/Cash
Mileage	Travel to site	\$218	Match	Cash

# CONSERVATION PARTNERS LEGACY GRANT

Attachment A: Work Plan

## BUDGET INFORMATION *(Continued)*

### Professional Services

Professional Name	Description of Services	Amount	Grant/Match	In-kind/Cash
Scientist Level 3	Consultant	\$6,110	Grant	(N/A)
Scientist Level 8	Consultant	\$992	Match	Cash
Scientist Level 8	Consultant	\$16,120	Grant	(N/A)

### Equipment/Tools/Supplies

Item	Purpose	Amount	Grant/Match	In-kind/Cash
Vegetation Plot Supplies	Provide protected area	\$700	Match	Cash

### Additional Budget Items

Item	Purpose	Amount	Grant/Match	In-kind/Cash
Volunteer Time	BLIA Volunteer Time	\$640	Match	In-Kind

### Additional Funding

Additional Funding Amount: \$0

### Budget Overview

Item Type	Grant	Match	Total
Personnel	-	-	-
Contracts	-	-	-
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	\$218	\$218
Professional Services	\$22,230	\$992	\$23,222
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	-	\$700	\$700
Additional Budget Items	-	\$640	\$640
<b>Totals:</b>	<b>\$22,230</b>	<b>\$2,550</b>	<b>\$24,780</b>

## SITE INFORMATION

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager.

### Land Manager

**Name:** Keegan Lund  
**Organization:** Dept. of Natural Resources  
**Title:** Aquatic Biologist

**Phone:** 651-259-5828  
**Email:** keegan.lund@state.mn.us

### Site Information

**Habitat:** Fish, Game or Wildlife Habitat      **Activity:** Enhancement      **Land Ownership:** Public Water  
**(1) Site Name:** Bass Lake      **Open to Public Hunting?** No  
**DOW Lake #:** 27009800      **Open to Public Fishing?** Yes - all  
**Acres:** 183  
**PLS Section:** Township - 118, Range - 22W, Section - 2

## NATURAL HERITAGE DATABASE REVIEW

## NATURAL HERITAGE DATABASE REVIEW *(Continued)*

Natural Heritage elements were found within my project site(s): **No**

## ATTACHMENTS

### Additional Documentation

Attach additional documentation as applicable using the appropriate categories below. If you exceed the size limit while uploading, contact CPL Grant staff to discuss your options.

#### Letter of Support

File Name	Description
<a href="#">BLIApartnervege.pdf</a>	Letter of Support BLIA
<a href="#">Letter_of_Support_Bass_Lake_Vegetation_Improvements_City_of_Plymouth.pdf</a>	Letter of Support City of Plymouth

#### Partner Commitment Letter

File Name	Description
<a href="#">partner_commit.pdf</a>	BLIA parnter committment

## FINAL APPLICATION SUBMISSION

- P** I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.
- P** I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.
- P** I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.
- P** I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.
- P** I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.
- P** I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: **Katie Kemmitt**

Organization / Agency: **Stantec**

Title: **Environmental Scientist**

Date Signed: **February 18, 2022**

(CPL Grant Application ID = 2004)

## CONSERVATION PARTNERS LEGACY GRANT PROGRAM ENCUMBRANCE WORKSHEET

**«Organization\_Name»/ «Project\_Name»**

State Accounting information:

SWIFT Contract Doc. Type: \_\_\_\_\_

SWIFT Contract #: \_\_\_\_\_

SWIFT Contract Line # (Annual Plans): \_\_\_\_\_

SWIFT Purchase Order #: \_\_\_\_\_

Agency: <b>R2901</b>	Submitted By: <b>Kathy Varble</b>	Origin: <b>A24</b>	Vendor #: <b>«Vendor_Number»</b>	Category Code: <b>84101501</b>
Total Amount of Contract for ALL years:	\$«Total_Grant_Amount_Requested»		Total Amount of Contract: \$ <b>«Total_Grant_Amount_Requested»</b>	For FY: <b>22</b>
Total Amount of Contract:	For FY:	Total Amount of Contract: \$		For FY:

Contract Start Date: **Upon Execution**

Speedchart Name: \_\_\_\_\_

Contract Expiration Date: **June 30, 2025**

Speedchart Number: \_\_\_\_\_

Grantee Name and Address:

«Organization\_Name»

«Fiscal\_Street\_Address\_1»

«Fiscal\_City», «Fiscal\_State»

«Fiscal\_Zip\_Code»

Did you remember to:

Check for debarred vendor? ☒ Yes ☐ No

Check for annual plan limit? ☒ Yes ☐ No

Work on state lands? ☐ Yes ☐ No

PO Reference: **KV-FY22 CPL** «Project\_Name»

Description: **FY2022 CPL 2;** «Organization\_Name», «Project\_Name». «Recital»

### Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
<b>1</b>	<b>22</b>	\$«Total_Grant_Amount_Requested»	<b>2300</b>	<b>R2936725</b>	«Appr_ID»	«Account_Code»		<b>2W205</b>	

### Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

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# STATE OF MINNESOTA CONSERVATION PARTNERS LEGACY GRANT PROGRAM GRANT CONTRACT

**«Organization\_Name»/ «Project\_Name»**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and «Organization\_Name», «Fiscal\_Street\_Address\_1», «Fiscal\_City», «Fiscal\_State» «Fiscal\_Zip\_Code» ("Grantee").

## Recitals

1. Under Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. «Recital»
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## Grant Contract

### 1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. Per, [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** **June 30, 2025**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.4. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

### 2 Duties

#### **Grantee's Duties**

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and MN Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2021 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located at [https://files.dnr.state.mn.us/fish\\_wildlife/cpl/fy22-rfp.pdf](https://files.dnr.state.mn.us/fish_wildlife/cpl/fy22-rfp.pdf).
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.



- 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

#### **State's Duties**

- 2.9 To provide Grantee up to \$«Total\_Grant\_Amount\_Requested» for the costs incurred for the completion of the Project.
- 2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

### **3 Time**

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

### **4 Project Requirements**

- 4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.
- 4.2 **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

- 4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.

- 4.4. **Restoration and Management Plan.** Hereinafter known as R&M Plan.

(a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.

(b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

4.5 **Timely written contact of Conservation Corps Minnesota.** All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

4.6 **Pollinator Best Management Practices.** Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [http://files.dnr.state.mn.us/natural\\_resources/npc/bmp\\_contract\\_language.pdf](http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf).

4.7 **Prescribed Burning on State Lands.** For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at <https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribed-burn-handbook.pdf>.

4.8 **Revenues.** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

## 5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

## 6 Consideration and Payment

6.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) **Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$«Travel\_instate\_Grant»; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$«Total\_Grant\_Amount\_Requested».

### 6.2 Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2025**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

[http://files.dnr.state.mn.us/assistance/grants/habitat/lessard\\_sams/grantee/payment\\_manual.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf)

(b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.

(c) **Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as

described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) **Federal Funds.** No Federal funds will be used.

6.3 **Work assigned to the State.** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

#### 6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to cost between \$25,000 and \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).

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

#### (b) **Nonprofit Organizations.**

i. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project that includes construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <https://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

(e) The grantee must not contract with vendors who are suspended or debarred in MN:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>.

## 7 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 8 Payment Procedures

8.1 **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

## 9 Authorized Representative

The State's Authorized Representatives:

Kathy Varble
CPL Program Coordinator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5216
kathy.varble@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

Project Manager	Fiscal Contact
«Project_Manager»	«Fiscal_Name»

«Title»	«Fiscal_Title»
«Mailing_Address_1»	«Fiscal_Street_Address_1»
«Mailing_Address_2»	
«City», «State» «Zip_Code»	«Fiscal_City», «Fiscal_State» «Fiscal_Zip_Code»
«Project_Manager_Email»	«Fiscal_email»
«Phone»	«Fiscal_phone»

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

## 10 Assignment, Amendments, Waiver, and Grant Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 10.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 10.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## 11 Liability and Insurance

- 11.1 **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, as described in the FY2021 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.
- 11.3 **Worker's Compensation.** The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

## 13 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the



end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 14 Government Data Practices and Intellectual Property Rights

14.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

### 14.2 Intellectual Property Rights.

(a) **Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

### (b) Obligations

1. **Notification:** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such

claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) **Uses of the Works and Documents.**

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) **Possession of Documents.**

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

**15 Data Compatibility and Availability Requirements**

15.1 **Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 **Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

**16 Publicity, Advertising and Endorsement**

16.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

16.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

**17 Governing Law, Jurisdiction, and Venue**

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

**18 Accessibility and Safety**

18.1 **Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA).

Accessibility guidelines and standards can be found at <http://www.access-board.gov>.

18.2 **Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at [www.osha.gov/law-regs.html](http://www.osha.gov/law-regs.html).

**19 Subgrantees/ Vendor Services**



If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located at [https://files.dnr.state.mn.us/fish\\_wildlife/cpl/rfp.pdf](https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf) as applicable.

## **20 Purchase of Recycled or Recyclable Materials**

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.

## **21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

## **22 Termination**

22.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

22.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

## **23 Data Disclosure**

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

## **24 Use of Funds for Match or Reimbursement**

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

- (a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.
- (b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

## **25 Conflict of Interest**

Under the Minnesota Department of Administration's Office of Grants Management [Conflict of Interest Policy for State Grant Making](#) (available at [http://mn.gov/admin/images/grants\\_policy\\_08-01.pdf](http://mn.gov/admin/images/grants_policy_08-01.pdf)) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. '§ 16A.15 and 16C.05.*

By: \_\_\_\_\_

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

Purchase Order Number:

\_\_\_\_\_

Contract #: \_\_\_\_\_

**3. DEPARTMENT OF NATURAL RESOURCES**

By: \_\_\_\_\_

*with delegated authority*

Name: Dave Olfelt

Title: Director, Division of Fish and Wildlife

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

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

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

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

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

By: \_\_\_\_\_

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

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

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

By: \_\_\_\_\_

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

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

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

By: \_\_\_\_\_

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

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

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

**To:** Shingle Creek WMO Commissioners

**From:** Todd Shoemaker PE  
Diane Spector  
Katie Kemmitt

**Date:** May 6, 2022

**Subject:** Bass Lake Curly-leaf Pondweed Herbicide Treatment

**Recommended  
Commission Action**

Approve the attached contract and quote from LimnoPro for herbicide treatment.

Staff have completed curly-leaf pondweed (CLP) delineations on Bass Lake and delineated four areas for herbicide treatment.

The goal of CLP management in the eyes of the DNR is to manage small areas of CLP as a nuisance for recreation, and not to manage it as eradication. CLP in Bass Lake is persistent and is recommended for treatment. The Commission has treated CLP in Bass Lake with herbicide yearly since 2019. Experience on other lakes shows it can take five years or more of treatment to see significant reduction in this hardy invasive. The Commission included funding for at least five years in the Bass and Pomerleau alum treatment project.

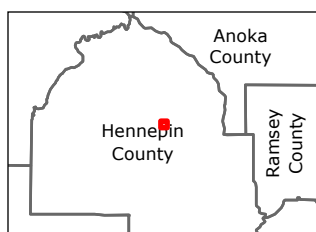
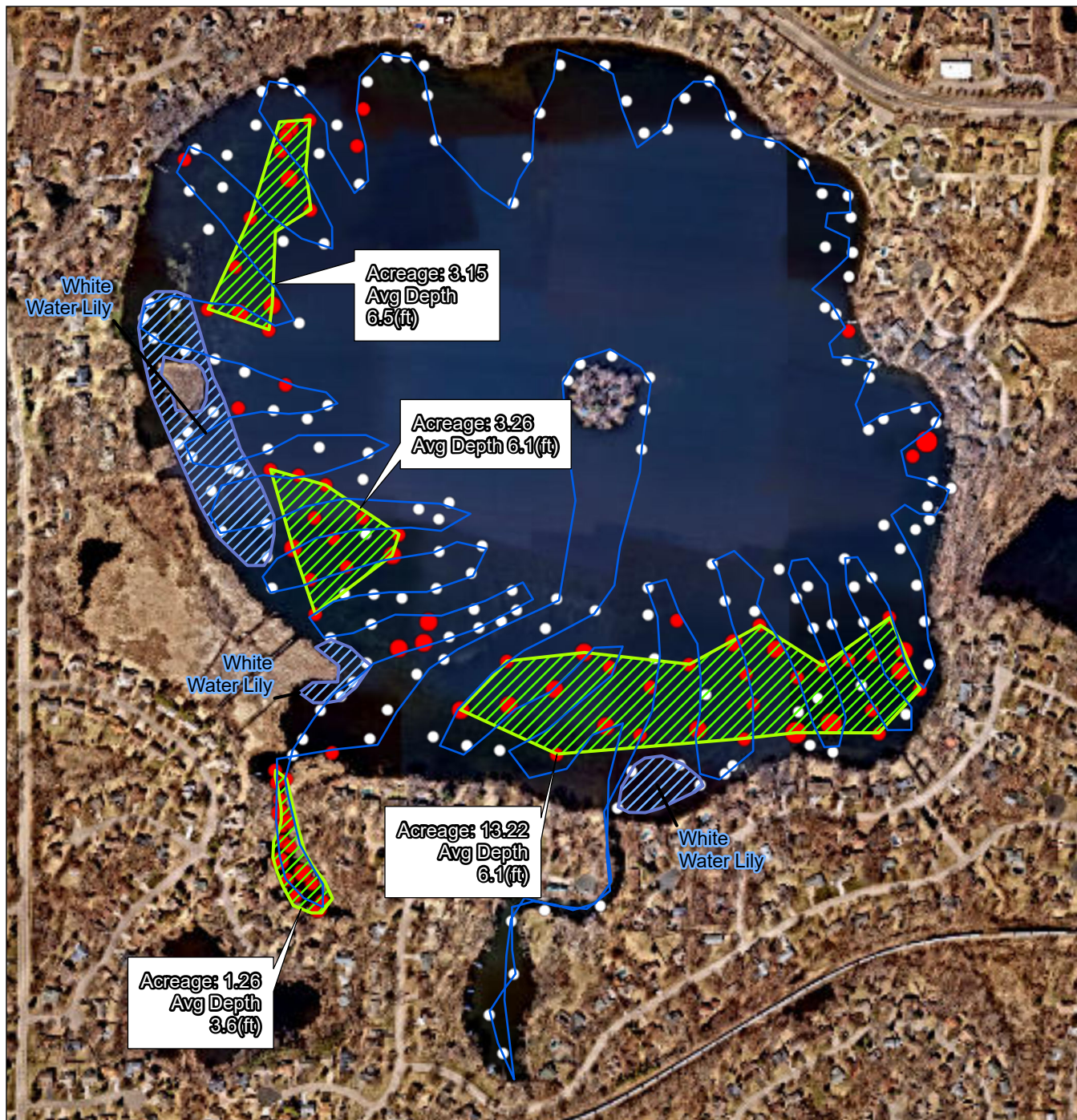
The CLP delineation on Bass Lake is attached. Overall, there are four separate areas recommended for treatment. This is approximately the same amount of treatment area as other years, although the area to be treated is not exactly the same.

- 13.22 acres with an average depth of 6.1 feet;
- 3.26 acres with an average depth of 6.1 feet;
- 3.15 acres with an average depth of 6.5 feet; and
- 1.26 acres with an average depth of 3.6 feet

We have received the attached quote from LimnoPro for this treatment, which would likely occur between May 12 and May 28.



V:\2277\active\227704730\03\_data\gis\_cad\gis\proj\scwc\_clip\_delineations\_2022\scwc\_clip\_delineations\_2022.aprx Revised: 2022-04-22 By: atyams



**Notes**  
1. Coordinate System: NAD 1983 HARN Adj MN  
Hennepin Feet  
2. Data Sources: Hennepin County  
3. Background: Hennepin County 2020 Aerial

- Legend**
- 0 - None
  - 1 - Sparse/Scattered
  - 2 - Common
  - 3 - Abundant
  - Boat Tracks
  - ▨ Treatment Area
  - ▨ Native Vegetation Stand

0 300 600 Feet  
(At original document size of 8.5x11)  
1:7,200



Project Location  
Plymouth, Hennepin Co., MN

Prepared by ARH on 2022-04-22

Client/Project  
SCWMC

227701160

Bass Lake CLP Delineation  
Survey Date: 04/21/2022

Figure No.  
1

**Title**  
**Bass Lake 27009800 Curly-leaf  
Pondweed Delineation**

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Disclaimer: This document has been prepared based on information provided by others as cited in the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.

Date	5/5/2022
Valid Until	5/15/2022
Contract #	303

### Customer

Shingle Creek WS Mgmt Commission  
3235 Fernbrook Lane N  
Plymouth, MN 55447

### Project Description

Chemical treatment of curlyleaf pondweed on Bass Lake (27-098-00) to treat 20.1 acres split between three separate treatment zones for a total treatable volume of 125.5 ac ft. Price includes all time and materials, including the use of diquat at the labeled maximum rate over the area of treatment. Treatment will comport with MN DNR Permit 2017-1784.

Qty	Description	Line Total
20.1	Herbicide Treatment (AIS via IAPM Permit) at \$248.7468 per acre	\$4,999.81
1	Labor at \$1500 per person days	\$1,500.00
1	Mobilization at \$105 per day	\$105.00

### Special Notes and Instructions

Once signed (Page 1) and initialed (Page 2), please mail or email both pages to the provided addresses.

Non-taxable	\$6,604.81
Taxable	\$0.00
Sales Tax Rate	0.000%
Sales Tax	\$0.00
<b>Total</b>	<b>\$6,604.81</b>

Above information is not an invoice and only an estimate of services/goods described

Please confirm your acceptance of this contract by signing this document.

Signature

Print Name

Date

**Thank you for your business!**

Should you have any inquiries concerning this contract, please contact Dan McEwen at 1-320-342-2210

1848 3rd Street North, PO Box 721, St. Cloud, MN 56302

## TERMS AND CONDITIONS

Please read the following terms and conditions for service by Limnopro Aquatic Science, Inc (hereafter “we”, “us”, or “you”). Having read, and in agreement to the terms, initial at the end. We keep both general and professional liability insurance policies available upon request.

**FEES.** Included in the fee estimation is charges for all time spent working on your project including, without limitation, time incurred for analysis of issues and solutions, conferences regarding the project, document review, telephone calls, research, and preparation of report documents and written communications, including emails. We reserve the right to adjust these rates, but generally will do so only if our work is affected by factors such as additional agreed upon tasks requested from the client, unusual time constraints, use of prior work product, fees payable to third parties, and overall value of the services. We generally do not bill our clients for incidentals such as long distance, fax charges, or copies. In the event that unusually large incidental charges are required, we reserve the right to charge a reasonable fee for such services and if appropriate may send out items for copying to a copying center, which fees will be billed to you. Additional fees will not require a new contract but must be agreed upon in writing before being administered either through regular or email.

**BILLING AND PAYMENT FOR SERVICES.** Statements will be issued after completion and delivery of final report or products. Payments will be due 15 days from receipt of any invoice. Statements will be delivered via e-mail unless otherwise agreed (please be sure to check your junk mail folder if you have not received a statement). We expect to complete services to your satisfaction; however, we will withdraw from performing the agreed upon service upon client request at any time and for any reason. Any termination does not absolve you of responsibility to pay for services or costs and disbursements incurred prior to termination. At the conclusion of service, you may have on request a copy of any files or papers to which you are entitled, for which we may charge a reasonable fee for the cost of copying all documents and the cost of gathering and/or producing electronic documents.

We reserve the right to charge interest on any unpaid balance that remains unpaid for more than 30 days at the rate of 1.5% per month (18% per year). If it is necessary to initiate actions to collect our fees, you agree to pay the collection costs we incur, including reasonable attorney’s fees. If you have any issues receiving the emails containing the statements, please contact us for assistance.

**INDEMNIFICATION.** You agree to jointly and severally indemnify, defend and hold harmless us and our employees and agents from and against all liability, loss, damage, or expense, including attorney’s fees which may be incurred or sustained by reason by us performing and complying with the terms and obligations of this Contract. Furthermore, in the event we and/or you are assessed penalties or any other costs due to our reliance on inaccurate, incomplete, or misleading information you supplied us (with or without your knowledge or intent), you will indemnify us, defend us and hold us harmless to those penalties and/or costs. In the event of any dispute, the parties agree that the laws of the State of Minnesota shall apply without regard to conflicts of laws and that any action shall be venued solely in the State of Minnesota.

**CONFIDENTIALITY.** You may desire to keep work done by us and the relationship confidential to third parties. The privacy and confidentiality of your identification and data will be honored upon written request. Unless or until such a request is made, we may use information obtained through services provided to you for promotional purposes.

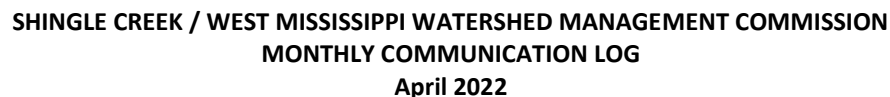
## MISCELLANEOUS

**Electronic/email communications.** We utilize electronic/e-mail communications on a regular basis to communicate with clients, as well as to deliver documents, bills and other confidential items related to your file. We do not encrypt our email communications.

**Materials Retention and Destruction.** Materials, including preserved biological samples, documents, or any other product or information associated with this project will be kept a period of six months after the final invoice date for a project. After six months, all materials associated with a project will be destroyed without additional notice. Upon written request, we will deliver to you during or promptly following the completion of our service all original documents and materials you may have provided to us, and all materials prepared as a part of the service that are necessary for you to have only upon request. Extra copies of documents or other duplicative materials are likely to be discarded when the file is closed.

\*\*\*\*Please initial here to agree to the terms and conditions as outlined \_\_\_\_\_ (client initials)





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## 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 [psstech@lmc.org](mailto:psstech@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.



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LMCIT Member Name:

Shingle Creek Watershed Management Commission

*Check one:*

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

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

Date of member's governing body meeting: May 12, 2022

Signature: \_\_\_\_\_ Position: \_\_\_\_\_

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

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LMCIT Member Name:

West Mississippi Watershed Management Commission

*Check one:*

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

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

Date of member's governing body meeting: May 12, 2022

Signature: \_\_\_\_\_ Position: \_\_\_\_\_