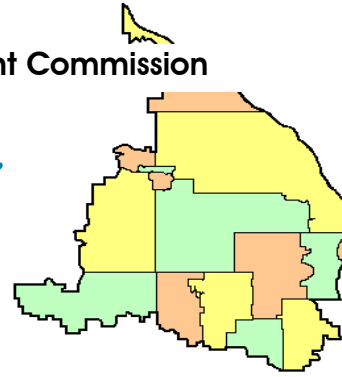




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May 6, 2021

Commissioners  
 Members of the TAC  
 Shingle Creek and West Mississippi  
 Watershed Management Commissions  
 Hennepin County, Minnesota

The agendas and meeting packets for both the TAC and regular meetings are available to all interested parties on the Commission's web site at  
<http://www.shinglecreek.org/tac-meetings.html> and  
<http://www.shinglecreek.org/minutes--meeting-packets.html>

Dear Commissioners and Members:

Regular meetings of the Shingle Creek and West Mississippi Watershed Management Commissions will be held **Thursday, May 13, 2021, at 12:45 p.m.** This will be a virtual meeting.

The Joint SCWM Technical Advisory Committee will meet at 11:30 a.m., prior to the regular meetings.

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.

Until further notice, all meetings will be held online to reduce the spread of COVID-19. **To join a meeting**, click <https://us02web.zoom.us/j/834887565?pwd=N3MvZThacmNRVDFrOWM3cU1KRU5qQT09>, which takes you directly to the meeting.

**OR**, go to [www.zoom.us](http://www.zoom.us) and click Join A Meeting. **Please use the regular meeting ID and passcode for both meetings.** The meeting ID is **834-887-565**. The passcode for this meeting is **water**.

If your computer is not equipped with audio capability, you need to dial into one of these numbers:

+1 929 205 6099 US (New York)	+1 312 626 6799 US (Chicago)	+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)	+1 253 215 8782 US	+1 301 715 8592 US

Meetings remain open to the public via the instructions above.

Please email me at [judie@jass.biz](mailto:judie@jass.biz) to confirm whether you or your Alternate will be attending the regular and TAC meetings. Thank you.

Regards,

Judie A. Anderson  
 Administrator

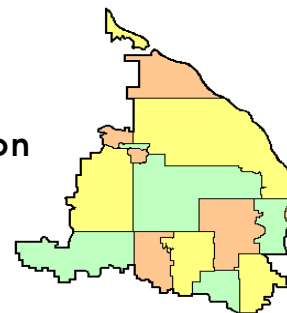
cc: Alternate Commissioners  
 Wenck/Stantec

Member Cites  
 BWSR

Troy Gilchrist  
 MPCA

TAC Members  
 Met Council

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A combined regular meeting of the Shingle Creek and West Mississippi Watershed Management Commissions will be convened on Thursday, May 13, 2021, at 12:45 p.m. Agenda items are available at <http://www.shinglecreek.org/minutes--meeting-packets.html>. *Black typeface denotes SCWM items, blue denotes SC items, green denotes WM items.*

The Commissions will suspend their meetings at 12:45 p.m. for the purpose of conducting a public 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.

To join the meeting, click <https://zoom.us/j/834887565> or go to [www.zoom.us](http://www.zoom.us) and click Join A Meeting. The meeting ID is **834-887-565**, the passcode is **water**. If your computer is not equipped with audio capability, dial into one of these numbers:  
 +1 929 205 6099 US (New York) | +1 312 626 6799 US (Chicago) | +1 253 215 8782 US |  
 +1 669 900 6833 US (San Jose) | +1 346 248 7799 US (Houston) | +1 301 715 8592 US

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 SC2021-02.\*
    - ✓ WM g. Consider Resolution WM2021-02.\*
- Resume regular meetings.*
4. Open forum.
  5. Project Reviews.
  6. 2020 Operating Budgets.
    - ✓ SC a. Shingle Creek.\*
      - 1) Member Assessments.\*
    - ✓ WM b. West Mississippi.\*
      - 1) Member Assessments.\*

(over)

- 7. Watershed Management Plan.
  - SCWM a. Technical Advisory Committee Report - verbal.
- 8. Water Quality.
  - SCWM a. Hennepin County Chloride Initiative (HCCI) Update.\*
    - 1) Excerpts from Chloride Barriers Report.\*
  - ✓ SC b. Approve 2021 CAMP Agreement.\*
- 9. Grant Opportunities.
  - ✓ SC a. Approve Crystal Lake Carp Management Contract.\*
    - 1) Professional Services Agreement.\*
  - ✓ SC b. Authorize Bass and Pomerleau Curlyleaf Pondweed Treatment.\*
    - 1) Bass, Pomerleau and Upper Twin Surveys.\*
- SCWM 10. Education and Public Outreach.
  - a. WMWA – update.\*\*
  - b. Next WMWA meetings – 8:30 a.m., Tuesday, June 8, 2021. *Virtual meeting at*  
<https://us02web.zoom.us/j/922390839?pwd=RU95T2ttL3FzQmxHcU9jcFhDdng1QT09>  
 Meeting ID: 922 390 839 | Passcode: water | or by phone using numbers above.
- SCWM 11. Staff Report – verbal.
- 12. Communications.
  - SCWM a. Communications Log.\*
- 13. Other Business.
- 14. Adjournment.

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

\*\*\*Previously transmitted \*\*\*\* Available on website

✓ Item requires action



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## REGULAR MEETING MINUTES

**April 8, 2021**

(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 virtual 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 12:46 p.m. on Thursday, April 8, 2021.

Present for Shingle Creek were: David Vlasin, Brooklyn Center; Adam Quinn, Brooklyn Park; Burton Orred, Jr., Crystal; Karen Jaeger, Maple Grove; Ray Schoch, Minneapolis; Bob Grant, New Hope; John Roach, Osseo; Andy Polzin, Plymouth; Wayne Sicora, Robbinsdale; Ed Matthiesen, Diane Spector and Katie Kemmitt, Wenck/Stantec; David Anderson, Kennedy & Graven; and Judie Anderson and Amy Juntunen, JASS.

Present for West Mississippi were: David Vlasin, Brooklyn Center, Alex Prasch, Brooklyn Park; Gerry Butcher, Champlin; Karen Jaeger, Maple Grove; Harold Johnson, Osseo; Ed Matthiesen, Diane Spector, and Katie Kemmitt, Wenck/Stantec; David Anderson, Kennedy & Graven; and Judie Anderson and Amy Juntunen, JASS.

Also present were: Andrew Hogg, Brooklyn Center; Melissa Collins and Mitch Robinson, Brooklyn Park; Todd Tuominen, Champlin; Mark Ray, Crystal; Derek Asche, Maple Grove; Liz Stout, Minneapolis; Megan Hedstrom, New Hope; Ben Scharenbroich and Amy Riegel, Plymouth; Richard McCoy and Marta Roser, Robbinsdale; Chad Ayers, Sambatek, for item V.A. and Laura Scholl and Jennifer Moeller, Metro Blooms, and Maria Riewer, Boisclair; for item VIII.A.

### II. Agendas and Minutes.

Motion by Jaeger, second by Vlasin to approve the **Shingle Creek agenda\*** as amended. *Motion carried unanimously.*

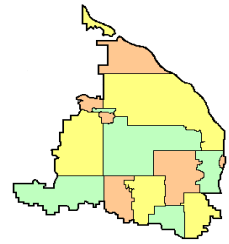
Motion by Butcher, second by Johnson to approve the **West Mississippi agenda** as amended.\* *Motion carried unanimously.*

Motion by Jaeger, second by Schoch to approve the **minutes of the March 11, 2021 regular meeting.\*** *Motion carried unanimously.*

Motion by Butcher, second by Johnson to approve the **minutes of the March 11, 2021 regular meeting.\*** *Motion carried unanimously.*

### III. Finances and Reports.

A. Motion by Schoch, second by Jaeger to approve the Shingle Creek **April Treasurer's Report\* and claims** totaling \$61,425.61. Voting aye: Vlasin, Quinn, Orred, Jaeger, Schoch, Grant, Roach, Polzin, and Sicora; voting nay – none.



**B.** Motion by Johnson, second by Prasch to approve the **West Mississippi April Treasurer's Report\* and claims** totaling \$7,706.91. Voting aye: Vlasin, Prasch, Butcher, Jaeger, and Johnson; voting nay – none.

#### **IV. Open Forum.**

David Anderson responded to inquiries regarding returning to **in-person meetings**:

The statutory authority for conducting remote meetings applies so long as in-person meetings are not practical or prudent due to either (a) a health pandemic or (b) an emergency declared under Minnesota Statutes, chapter 12. Because the COVID-19 pandemic is still ongoing and the governor's related statewide emergency is still in effect, remote meetings may continue pursuant to the chair's previous statement/determination made under Minn. Stat. 13D.021. With larger groups like this, hybrid meetings (some in-person, some remote) are logistically difficult due to limitations with technology, cameras, microphones, etc. Therefore, while the chair has the authority to go back to in-person meetings when doing so is practical and prudent, it probably makes sense to continue the current fully remote meeting format and monitor what is a somewhat fluid situation. As vaccines are rolled out and hopefully infection numbers decrease, it may make sense in the near future to go back to in-person, although it's hard to say for sure when exactly that might be. And until both the pandemic is over and the governor's statewide emergency is no longer in effect, there is certainly no requirement to do so.

#### **V Project Reviews.**

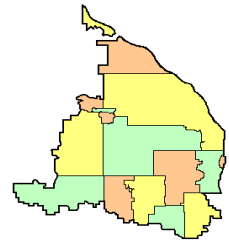
**A. WM2021-004 610 Junction, Brooklyn Park.\*** Construction of two multi-tenant and one corporate HQ industrial buildings with associated utility, hardscape, and landscape improvements and three stormwater management facilities on a 37.4-acre site located northeast of Decatur Drive and 93rd Avenue North. Following development, the site will be 76.5 percent impervious with 28.6 acres of impervious surface, an increase of 28.6 acres. A complete project review application was received on March 9, 2021.

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 through three different two-celled stormwater systems consisting of a sedimentation pond and infiltration basin. The applicant proposes to meet water quality treatment requirements by infiltrating. The applicant meets Commission water quality treatment requirements.

Commission rules require that site runoff be limited to predevelopment rates for the 2-, 10- and 100-year storm events. Runoff from the site is captured in three two-celled stormwater systems each consisting of a pond and infiltration basin. 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 28.6 acres, requiring infiltration of 134,807 CF within 48 hours. The applicant proposes three infiltration basins that have the capacity to infiltrate 153,943 CF within 48 hours. The applicant meets Commission volume control requirements.



The erosion control plan includes a rock construction entrance, perimeter silt fence, a double silt fence surrounding detention ponds/infiltration basins, inlet protection, rip rap at inlets, slope checks, 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 low floor elevations of the buildings are at least two feet higher than the high-water elevation of the detention ponds/infiltration basins according to Atlas 14 precipitation. The applicant meets Commission floodplain requirements.

The site is located in a Drinking Water Management Area but is outside of the Emergency Response Area. Therefore, infiltration is permitted, but infiltrated water must first filter through one foot of soil, the top four inches of which are amended topsoil, and the bottom eight inches of which are tilled. The applicant proposes a minimum 3' of infiltration media above the groundwater. The applicant will do a post construction infiltration test to verify infiltration rates are less than 8.3"/hr. The applicant meets Commission drinking water protection requirements.

A public hearing on the project will be conducted on April 8, 2021 as part of 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 of Brooklyn Park must be provided.

Motion by Prasch, second by Butcher to advise the City of Brooklyn Park that Project WM2021-004 is approved with two conditions:

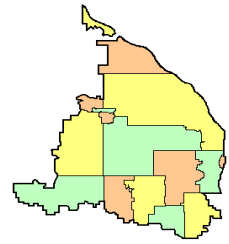
1. Provide a completed O&M agreement between the applicant and the City of Brooklyn Park for all stormwater facilities on the project site.
2. Demonstrate by double ring infiltrometer test or other approved method that the infiltration rate is less than 8.3"/hour in the ponds and infiltration basins.

*Motion carried unanimously.*

**B. WM2021-005 NorthPark Building VII, Brooklyn Park.\*** Construction of an office warehouse building on an approximately 14-acre site located on the northeast corner of Oxbow Creek Drive and Xylon Avenue. Following development, the site will be 80.97 percent impervious with 10.88 acres of impervious surface, an increase of 10.88 acres. A complete project review application was received on March 25, 2021.

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 southwest portion of the site is proposed to be routed to pond P-G.2. P-G.2 overtops into temporary pond P-D. The rest of the site drains to pond P-H and P-G.1. P-H overtops to infiltration basin I-H and also connects P-G.1 to I-H. The 100-year storm would produce 48,829 CF of runoff.



The proposed site can infiltrate 102,882 CF. The applicant meets Commission water quality treatment requirements.

Commission rules require that site runoff be limited to predevelopment rates for the 2-, 10-, and 100-year storm events. There is no runoff from the site because it is all infiltrated. HydroCAD models show the proposed site can infiltrate the 100-year storm. This project meets 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 10.88 acres, requiring infiltration of 39,465 CF within 48 hours. The applicant proposes to use ponds and infiltration basins which have the capacity to infiltrate the required volume feet within 48 hours. The applicant meets Commission volume control requirements.

The erosion control plan includes two rock construction entrances, silt fence surrounding detention ponds/infiltration basins, inlet protection, rip rap at inlets, slope checks, and erosion control blanket 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 low floor elevations of the buildings are at least two feet higher than the high-water elevation of the detention ponds/infiltration basins according to Atlas 14 precipitation. The applicant meets Commission floodplain requirements.

The site is located in a Drinking Water Management Area but is outside of the Emergency Response Area. Therefore, infiltration is permitted, but infiltrated water must first filter through one foot of soil, the top four inches of which are amended topsoil, and the bottom 8 inches of which are tilled. The applicant proposes a minimum 3' of infiltration media above the groundwater in the infiltration basin. The applicant meets Commission drinking water protection requirements.

A public hearing on the project will be conducted on April 8, 2021 as part of 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 of Brooklyn Park must be provided.

Motion by Jaeger, second by Prasch to advise the City of Brooklyn Park that Project WM2021-005 is approved with two conditions:

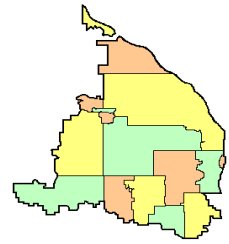
1. Provide a completed O&M agreement between the applicant and the City of Brooklyn Park for all stormwater facilities on the project site.
2. Demonstrate by double ring infiltrometer test or other approved method that the infiltration rate is less than 8.3"/hour in the ponds and infiltration basins.

*Motion carried unanimously.*

## **VI. Watershed Management Plan.**

**A.** McCoy recapped the **Technical Advisory Committee meeting** held earlier today. The members reviewed the Commissions' upcoming schedule of project activities., received an update on the HUC 8 Model, and heard a presentation of phase 2 of the Brooks Garden Cost Share project. The next TAC meeting is scheduled for 11:30 a.m., prior to the Commissions' May 13, 2021 regular meeting.





**B.** The Shingle Creek and West Mississippi Third Generation Watershed Management Plan and Capital Improvement Programs (CIP) are proposed for a **Minor Plan Amendment (MPA)**. The Technical Advisory Committee (TAC) reviewed proposed revisions at its March 11, 2021 meeting. As recommended by the TAC, the Plan would be revised to:

**1.** Modify the existing Palmer Lake Estates Bass Creek Restoration Project on the Shingle Creek CIP to reflect both the latest cost estimate – increasing from \$450,000 to \$600,000 – and to specify that the Commission, under its revised cost share policy, will fund 100% of the project cost similar to other stream restoration projects.

**2.** Add a new project to the West Mississippi CIP – “Partnership Cost Share Program” – similar to the Shingle Creek Partnership Cost Share program. Brooklyn Park has partnered with Hennepin County to identify a number of high priority Mississippi Riverbank Stabilization projects on private property that would significantly reduce sediment loading to the river. This partnership program could be a potential source of matching funds.

**3.** Add Phase 2 of the Channel Modification with SRP Filter project.

If the Commissions choose to go forward with the MPA, in their memo dated April 2, 2021,\* Staff recommended setting May 13, 2021 as the date of the public meeting at which it would be discussed. At that meeting, the Commissions would also discuss any other 2021 CIP projects proposed and establish a maximum levy for 2021/pay 2022. The Minor Plan amendment and maximum levy would then be forwarded to Hennepin County for consideration by the Hennepin County Board. Because it is a joint Plan, both Commissions must authorize proceeding with the Minor Plan Amendment. The Commissions must send a copy of the proposed minor plan 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 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 Jaeger to initiate the Minor Plan Amendment as proposed above and call for a public meeting to be held on May 13, 2021, during the Commissions’ regular meetings. Motion carried unanimously.*

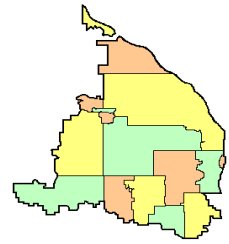
*Motion by Jaeger, second by Prasch to initiate the Minor Plan Amendment as proposed above and call for a public meeting to be held on May 13, 2021, during the Commissions’ regular meetings. Motion carried unanimously.*

## **VII. Water Quality.**

**A. HUC 8 Model Status.\*** Matthiesen gave a verbal update. Final submittals were provided to the Department of Natural Resources (DNR) by the March 31, 2021 deadline. Staff met with DNR staff last week to discuss the submittals. Wenck/Stantec will supply the member cities with SHAPE files for their use. Staff will also look at the wording in the Commissions’ Rules and Standards pertaining to recommended High Water Elevations. The DNR will publish the Preliminary Floodplain Maps for the Federal Emergency Management Agency (FEMA) Review Meeting, April 1. City staffs will work with the Commission and DNR to review and discuss where large rises occur before the Floodplain Areas and Profiles are published and mapped by FEMA.

**B. 2020 Annual Water Quality Report.\*** Kemmitt presented the findings from the 2020 monitoring program. The 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.





Kemmitt noted that 2020 was a dry year which contributed to a low volume of runoff and good water quality in Shingle and West Mississippi streams. Pollutant loads of TP and TSS at Shingle Creek sites were the lowest in recent years. 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.

Lake conditions (water quality, plankton, vegetation) were monitored in five lakes in the watershed. Bass and Pomerleau Lakes showed continued good water quality following alum treatments in 2019. Pomerleau showed particularly good water quality, with Secchi depth, TP, and chlorophyll concentrations below the State standards during the entire summer. The lakes received their second alum treatments in fall 2020. Results from Crystal Lake showed poor water quality, little submerged vegetation, and signs of a potential harmful algae bloom in late summer. Conditions in Eagle and Pike Lakes were good. Both lakes had healthy aquatic vegetation and plankton communities and water quality that remained below or near the State standards for much of the season.

More detailed technical information is presented in the appendices. Both the report and the appendices will be available soon at [shinglecreek.org/water-quality.html](http://shinglecreek.org/water-quality.html). An interactive map is being added to the website to allow for better understanding of the monitoring programs.

Motion by Schoch, second by Jaeger to accept the 2020 Annual Water Quality Report.  
*Motion carried unanimously.*

Motion by Butcher, second by Johnson to accept the 2020 Annual Water Quality Report.  
*Motion carried unanimously.*

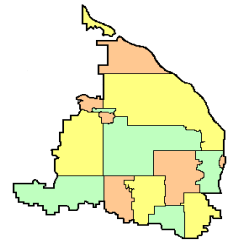
## VIII. Grant Opportunities.

**A. Brooks Garden Partnership Cost Share.\*** Representatives from Metro Blooms and Boisclair Corporation gave a pictorial update of Phase I of this project, located on 69th Avenue in Brooklyn Park at the border with the City of Brooklyn Center, which was completed in 2020. The second phase of this project includes creating nine raingardens throughout the complex to capture roof, sidewalk, and play area runoff and increase storage capacity in the floodplain. Without these capture areas, runoff drains either directly to Shingle Creek via overland flow or into two catch basins that pipe runoff to the creek. Projects costs total \$86,107. The project partners are requesting \$30,000 from the Shingle Creek Commission; Hennepin County programming would fund the balance. At their meeting earlier today, the Technical Advisory Committee recommended that the Shingle Creek Commission fund this project at the requested \$30,000.

Motion by Schoch, second by Grant to approve the TAC's recommendation. *Motion carried unanimously.*

**B. Brooklyn Center Brine Center.\*** The Commission maintains a City Cost Share program to assist cities in implementing Best Management Practices that are too small to be included on the CIP, with a preference given to projects identified in a subwatershed assessment or TMDL.

In 2018 the Board of Water and Soil Resources (BWSR) initiated its Watershed-Based Implementation Funding (WBIF) Pilot Program, allocating funds to each of the Metro-area counties for grants for projects and practices. The eligible parties in each county decided how to allocate the funds. Shingle Creek received \$68,129 and West Mississippi \$35,442. Both Commissions elected to deposit the proceeds into the City Cost-Share Program accounts for small projects. Shingle Creek allocated its funds to three projects - the New Hope Civic Center BMPs (\$25,000); the Brooklyn Center Brine System (\$25,000);



and the Meadow Lake Management Plan (\$18,129). (West Mississippi allocated its funds to the Brooklyn Park River Park project.)

In 2019 Brooklyn Center applied for up to \$50,000 from the Commission's Cost Share Program to help fund the purchase and installation of brine making equipment for use in their winter maintenance activities. At the time the City purchased brine from Brooklyn Park and stored it at their municipal garage. Installing brine making equipment on-site would allow the city to make brine on demand and to calibrate it to an individual storm event's need. The TAC reviewed and recommended to the Commission that it be approved and funded \$25,000 from the funds received from the WBIF and \$25,000 from program funds.

The purchase and installation of the brine making equipment is complete and operational and the city has submitted documentation and a reimbursement request for \$50,000. Staff has reviewed the request and recommends it for approval.

Motion by Schoch, second by Roach to approve the reimbursement request. *Motion carried unanimously. [This item was included in the claims approved as part of Item III.A., above.]*

**C.** The Commission had previously received an EPA Section 319 grant for the **Crystal Lake Management Plan\*** that includes funding a series of alum treatments on Crystal Lake. The City of Robbinsdale is in the process of obtaining quotes for that work and expects to award a contract in early April. The first alum dose should be completed in late April or early May.

Because the Joint Powers Agreement does not authorize the Commission to enter into construction contracts, typically one city serves as the lead agency and the affected parties (Commission and one or more cities) enter into a Cooperative and Subgrant Agreement whereby the city (or cities) agrees to perform the work and ensure that the obligations in the grant agreement are met. The Commission then agrees to reimburse the City (or cities) for its costs from the grant proceeds and Commission levy funds.

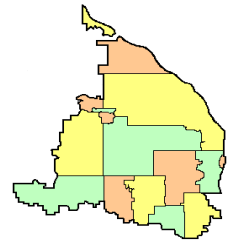
Included in the meeting packet is a draft Agreement\* for this project. It is still being reviewed by the respective attorneys. Staff recommends that the Commission authorize execution of the agreement once it has received approval from the City and Commission Attorneys.

Motion by Schoch, second by Grant to authorize execution of the agreement following approval by the respective attorneys. *Motion carried unanimously.*

**D.** The Board of Water and Soil Resources (BWSR) has prepared a Grant Agreement\* (combined in one document) for the two Clean Water Fund (CWF) grants awarded to the Commission - the **Connections II Shingle Creek Restoration Project** (\$328,000) and the **Meadow Lake Management Plan** (\$153,510).

Both of these grants provide 75% funding for these projects. Last fall the Commission certified levies to fund the required match. These will be, for the most part, pass-through grants. The member cities, Brooklyn Center and New Hope, respectively, will serve as the lead agencies. The Commission and the cities will enter into a cooperative and subgrant agreement whereby the Commission agrees to reimburse the respective city for the costs of completing the project and the cities agree to complete the project in accordance with the grant agreement. The Commission will retain a portion of the grant funds to cover the costs of performance monitoring.

Motion by Jaeger, second by Schoch to approve execution of the Grant Agreement for the Connections II and Meadow Lake Management Plan projects. *Motion carried unanimously.*



E. Staff and the Commission's attorney are working with the cities of Brooklyn Center and Brooklyn Park to develop Subgrant and Cooperative Agreements for the **Connections II and Bass Creek Restoration Projects**. Cities are in the process of reviewing these grant agreements. When the agreements with any proposed revisions are acceptable to all parties, the cities will take them to their respective City Councils for approval, along with a scope of work and professional services agreement for design and construction services. They will then be ready for execution by the Commissions.

These agreements are very similar to the Crystal Lake Alum Treatment agreement in the Commission's packet (Item VIII.C.). In both cases the cities agree to act as the lead agency for bidding and contract management and to adhere to the contracting and other requirements laid out in the Commission's grant agreements with the Board of Water and Soil Resources. The Commission agrees to reimburse the cities for all the costs – construction, engineering, contract administration, etc. – from the proceeds of the grants and the county levy received for the projects.

Staff recommends the Commission authorize the Chair to execute these agreements after they have received final approval from the attorneys and respective City Councils expected later this month. At that point, the projects will be ready to proceed to the design phase.

Motion by Schoch, second by Grant to authorize the Chair to execute these agreements per Staff's recommendation. *Motion carried unanimously.*

#### IX. Education and Public Outreach.

A. Included in the meeting packet are the **2020 Annual Activity Reports\*** for the Shingle Creek and West Mississippi Commissions. They detail the activities undertaken by the Commissions in the past year and are supplemented with the *2020 Annual Water Quality Report*. The Commissions are required by MN Rule 8410.0150 to submit these reports annually by April 30 to the Board of Water and Soil Resources.

Motion by Schoch, second by Jaeger to accept the 2020 report. *Motion carried unanimously.*

Motion by Butcher, second by Jaeger to accept the 2020 report. *Motion carried unanimously.*

B. The next **West Metro Water Alliance (WMWA)** meeting is a virtual meeting and is scheduled for 8:30 a.m., Tuesday, April 13, 2021. The **Zoom number** is <https://us02web.zoom.us/j/922390839>. Or call in at any of these numbers using **meeting ID: 922 390 839**: (1) +1 301 715 8592 US (Germantown); (2) +1 312 626 6799 US (Chicago); (3) +1 929 205 6099 US (New York); or (4) +1 253 215 8782 US (Tacoma). The **passcode is water**.

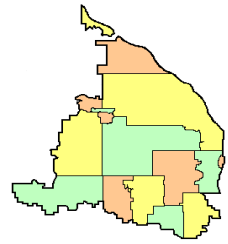
#### X. Communications.

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

B. **March Staff Report.** No report this month.

C. Included in the meeting packet is a copy of a **letter of support** to Dr. Richard Kiesling, USGS, for his project, "Removing CECs (contaminants of emerging concern) from Stormwater with Biofiltration."

D. Riegel updated the members on the **Canadian Pacific train derailment** which occurred on March 7, 2021, along the tracks at Northwest Boulevard, north of Schmidt Lake Road in Plymouth. All train cars have been removed and no spills were identified during the cleanup process. Canadian Pacific is now working on restoration of the site, including restoration of the wetland that was impacted by a temporary access road.



**XI. Other Business.**

**XII. Adjournment.** There being no further business before the Commissions, the joint meeting was adjourned at 3:01 p.m.

Respectfully submitted,

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

Judie A. Anderson,  
Recording Secretary  
JAA:tim

Z:\Shingle Creek\Meetings\Meetings 2021\April 8 2021 minutes.docx

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

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

**From:** Ed Matthiesen, P.E.  
Diane Spector

**Date:** May 7, 2021

**Subject:** Proposed Minor Plan Amendment  
Public Meeting

**Recommended  
Commission  
Action**

Discuss Minor Plan Amendment. Each Commission should approve a resolution adopting the amendment.

The Shingle Creek and West Mississippi Capital Improvement Programs (CIP) are proposed for a Minor Plan Amendment (MPA). This revision adds one project and revises the estimated cost and funding sources of one project on the Shingle Creek CIP and adds one project to the West Mississippi CIP.

The Shingle Creek and West Mississippi Watershed Management Commissions on April 8, 2021 initiated a Minor Plan Amendment to the joint Third Generation Watershed Management Plan. 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 13, 2021 Commission 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, each Commission may consider a resolution adopting the Minor Plan Amendment contingent on County Board approval of the Minor Plan Amendment, which will be heard at a County Board hearing in June-July 2021.

Shingle Creek CIP*Modify Palmer Lake Estates Bass Creek Restoration Project*

Modify the cost estimate for this Plymouth project to increase it from \$450,000 to \$600,000 and modify the funding source to show it fully funded by the Commission with no local contribution.

*Add SRP Filter Project*

Add Phase 2 of the Channel Modification with SRP Filter project. This would extend the length of the iron-enhanced sand filter in the channel at the outlet of Wetland 639W in Crystal.

West Mississippi CIP*Add Partnership Cost Share Program*

Add a new project – “Partnership Cost Share Program” – similar to the Shingle Creek Partnership Cost Share program, to help fund the cost of qualifying voluntary load reduction improvements on private property.

**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 the Capital Improvement Program (CIP). This Amendment adds one project to the Shingle Creek CIP and amends the cost of another project and adds one project to the West Mississippi CIP.

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

**Table 4.5. Shingle Creek WMC Third Generation Plan Implementation Plan is hereby revised as follows:**

<b>Action</b>	<b>2021</b>
<u>Channel Modification with SRP Filter Phase 2</u>	<u>125,000</u>
<u>-Commission Contribution</u>	<u>125,000</u>
<u>-Local Contribution</u>	<u>0</u>
<u>Palmer Lake Estates Bass Creek Restoration</u>	<u>450,000</u> <u>600,000</u>
<u>-Commission Contribution</u>	<u>112,000</u> <u>600,000</u>
<u>-Local Contribution</u>	<u>337,5000</u>

**Table 4.6. West Mississippi WMC Third Generation Plan Implementation Plan is hereby revised as follows:**

<b>Action</b>	<b>2021</b>
<u>Partnership Cost Share Projects</u>	<u>100,000</u>
<u>-Commission Contribution</u>	<u>100,000</u>
<u>-Local Contribution</u>	<u>0</u>

**Appendix F, CIP Descriptions is hereby revised as follows to add under Shingle Creek Projects:**

*Channel Modification with SRP Filter Phase 2*

This is the second phase of a project to install a media filter in the outlet channel from Wetland 639W in the City of Crystal, which conveys runoff with high concentrations of soluble reactive phosphorus (SRP) to Upper Twin Lake. This proposed project would treat the outflow from the wetland by lining approximately 400 feet of the outlet channel with interconnected cells of iron-enhanced sand to reduce 70-90% of SRP.

**Appendix F, CIP Descriptions is hereby revised as follows to add under West Mississippi Projects:**

*Partnership Cost Share Projects*

This program makes funds available to its member cities to help fund the cost of Best Management Practices (BMPs) partnership projects with private landowners. Participating projects on private property must be for water quality improvement and must be for improvement above and beyond what would be required to meet Commission rules. Preference is given to projects in a priority area identified in a subwatershed assessment or TMDL.

**SHINGLE CREEK WATERSHED MANAGEMENT COMMISSION  
STATE OF MINNESOTA**

**RESOLUTION NO. 2021-02  
ADOPTING A MINOR PLAN AMENDMENT TO THE THIRD GENERATION PLAN REVISING THE CAPITAL  
IMPROVEMENT PROGRAM**

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 a Capital Improvement Program (“CIP”); and

WHEREAS, the Commission has proposed a Minor Plan Amendment that would revise the CIP to add a project and to revise the Commission’s cost share in another; 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, subject to Hennepin County review.
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 thirteenth day of May, 2021.

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Andy Polzin, Chair

ATTEST:

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Judie Anderson, Recording Secretary



**State of Minnesota****Hennepin County**

I, Judie Anderson, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Board of Commissioners of said Shingle Creek Watershed Management Commission, that I have compared the above resolution with the original passed and adopted by the Board of Commissioners at a meeting thereof held on the thirteenth day of May, 2021, at 12:45 pm., that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

**In witness whereof**, I have hereunto placed my hand and signature this thirteenth day of May, 2021.

Print  
name: Judie Anderson Title: Administrator  
Authorized  
signature: \_\_\_\_\_ Date: May 13, 2021

(NO SEAL)

**WEST MISSISSIPPI WATERSHED MANAGEMENT COMMISSION  
STATE OF MINNESOTA**

**RESOLUTION NO. 2021-02  
ADOPTING A MINOR PLAN AMENDMENT TO THE THIRD GENERATION PLAN REVISING THE CAPITAL  
IMPROVEMENT PROGRAM**

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

WHEREAS, the Plan includes a Capital Improvement Program (“CIP”); and

WHEREAS, the Commission has proposed a Minor Plan Amendment that would add one project to the CIP; 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 West Mississippi Watershed Management Commission that:

1. The Minor Plan Amendment is approved and adopted, subject to Hennepin County review.
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 13th day of May, 2021.

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Gerry Butcher, Chair

ATTEST:

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Judie Anderson, Recording Secretary

**State of Minnesota****Hennepin County**

I, Judie Anderson, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Board of Commissioners of said West Mississippi Watershed Management Commission, that I have compared the above resolution with the original passed and adopted by the Board of Commissioners at a meeting thereof held on the thirteenth day of May, 2021, at 12:45 pm., that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

**In witness whereof**, I have hereunto placed my hand and signature this thirteenth day of May, 2021.

Print  
name: Judie Anderson Title: Administrator  
Authorized  
signature: \_\_\_\_\_ Date: May 13, 2021

(NO SEAL)

**To:** Shingle Creek WMO Commissioners

**From:** Ed Matthiesen, P.E.  
Diane Spector  
Judie Anderson

**Date:** May 7, 2021

**Subject:** Initial 2022 Budget Discussion

**Recommended  
Commission Action**

This report presents a proposed 2022 budget for discussion and comment. If comfortable you may adopt a proposed budget at the 5/13 meeting or wait until the 6/10 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 2022 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 2022 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 of, but not all, 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.

As Table 1 shows, the Commission has not increased assessment every year, and in fact has kept the annual assessment at \$363,590 for the last two years. However, the *ability* to increase continues to accumulate with inflation. For 2022, the Commission could increase assessments to as much as \$378,860 and stay within the JPA cap. However, the draft 2022 budget recommended to you assumes *an assessment of \$363,590*, which is the same as the previous two years. 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 2023 based on priorities established in the upcoming Fourth Generation Watershed Management Plan.

**Preliminary 2020 Budget Performance**

As Table 2 shows, the 2020 annual expenses, pre-audit, were an estimated \$43,518 less than the total revenue received. On the revenue side, interest received was less than budgeted as the Commission carried a lower bank balance following reimbursement of cities for projects they've completed. But that was offset by project review expenses that were well below budget. There seems to have been less pre-project, planning stage activity or other work which is hard to recover through review fees. Virtual rather than in-person meetings saved nearly \$4,000. 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.

**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
2003	183.7				
2004	189.7			\$262,750	\$262,750
2005	194.5	3.3%	3.3%	271,330	268,190
2006	202.9	2.5%	5.9%	278,200	276,500
2007	208.352	4.3%	10.5%	290,210	285,900
2008	218.815	2.7%	13.4%	298,010	292,760
2009	215.693	5.0%	19.1%	312,980	304,470
2010	217.965	-1.4%	17.4%	308,510	304,400
2011	225.722	1.1%	18.7%	311,760	304,400
2012	229.478	3.6%	22.9%	322,850	321,400
2013	233.504	1.7%	24.9%	328,230	321,400
2014	238.343	1.8%	27.1%	333,990	329,600
2015	238.638	2.1%	29.7%	340,910	337,970
2016	241.018	0.1%	29.9%	341,330	337,970
2017	243.801	1.0%	31.2%	344,730	340,610
2018	251.989	1.6%	33.3%	350,360	348,710
2019	254.202	1.9%	37.2%	360,430	356,900
2020	258.115	0.9%	39.4%	366,370	363,590
2021	264.877*	0.6%	40.5%	369,190	363,590
2022		2.7%	44.2%**	378,860	<b>363,590</b>

\*March 2021 CPI-U is the latest available \*\*June 2020 to March 2021

## 2022 Budget

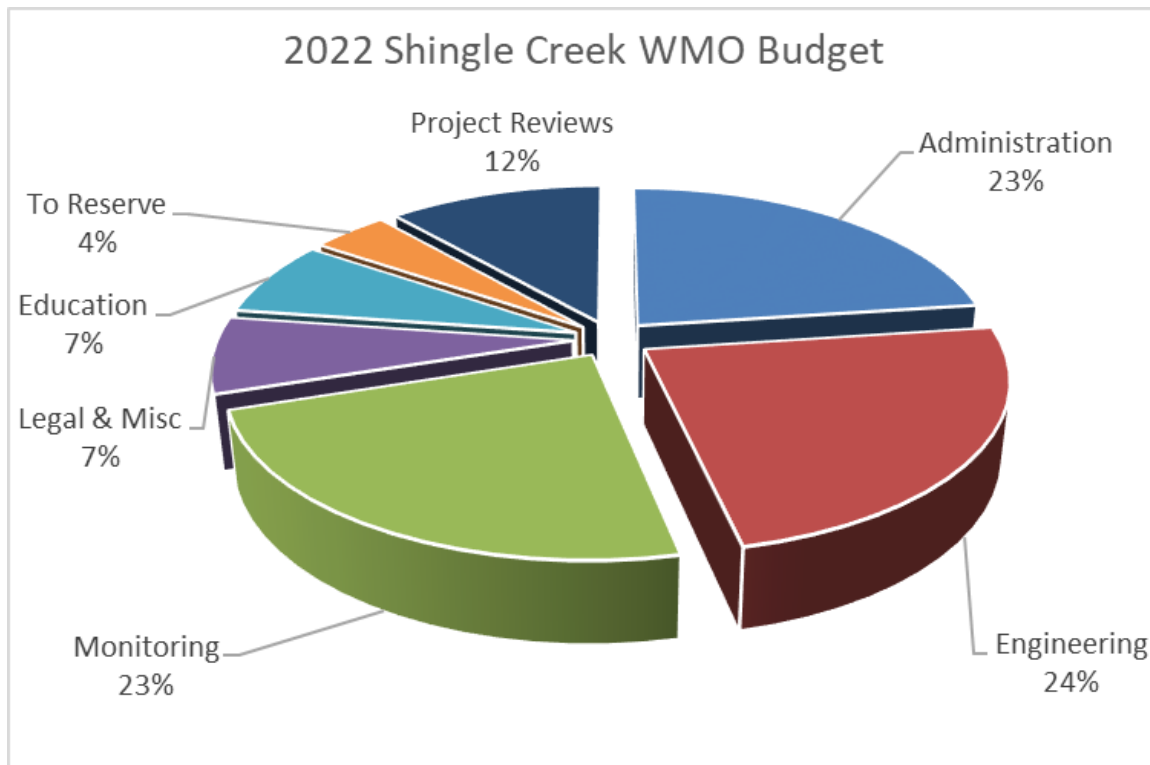
With a few exceptions the proposed budget shown in Table 2 generally continues the same activities at the same level of effort as 2021. Some of the line items have been adjusted and reallocations made. Overall, the proposed 2022 budget is about \$10,000 less than the 2021 budget. Each line item is explained in the 2022 Budget Explanation below. Figure 1 shows the proposed 2022 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 4M 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.

*Meeting expense (line 18).* The budget assumes that in 2022 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 4<sup>th</sup> Generation Plan (line 34).* The Commission in previous years has set aside an annual contribution towards undertaking the 4<sup>th</sup> Generation Management Plan. Work on the Plan update will begin in the second half of 2021 and extend into 2022. Once the Commissions have decided on a scope and work plan for the Plan update, that update will be set up as a special project and the budget amended as needed.



**Figure 1. Proposed Shingle Creek 2022 budget: operating budget by category.**

Table 2. Proposed Shingle Creek WMC 2022 operating budget.

		2020 Budget	Pre-Audit Actual 2020	Approved 2021 Budget	Proposed 2022 Budget
<b>REVENUE</b>					
1	Application Fees	\$23,000	\$20,400	\$20,000	\$20,000
2	Member Assessments	363,590	356,900	363,590	363,590
3	Blue Line Extension	1,000	0	0	0
4	Interest	15,000	3,343	20,000	5,000
	<b>TOTAL REVENUE</b>	<b>\$402,590</b>	<b>\$387,333</b>	<b>\$403,590</b>	<b>\$388,590</b>
<b>EXPENSES</b>					
	ADMINISTRATION				
5	Administrative Services	\$71,000	\$65,080	\$71,000	\$71,000
6	Engineering Support	17,000	9,802	17,000	17,000
7	Project Reviews/WCA	1,500	1,800	1,500	1,500
8	Blue Line Extension	500	0		
	<b>Subtotal</b>	<b>\$90,000</b>	<b>\$76,682</b>	<b>\$89,500</b>	<b>\$89,500</b>
	ENGINEERING				
9	Engineering Services	62,000	68,952	75,000	75,000
10	Grant Application Writing	11,500	11,766	11,000	12,000
11	Project Reviews/WCA	45,000	28,501	44,000	43,000
12	Blue Line Extension	500	0	0	0
13	TMDL 5 Year Reviews	12,000	8,714	10,000	5,000
	<b>Subtotal</b>	<b>\$131,000</b>	<b>\$117,933</b>	<b>\$140,000</b>	<b>\$135,000</b>
	LEGAL				
14	Legal Services	<b>\$6,000</b>	<b>\$4,815</b>	<b>\$5,500</b>	<b>\$5,500</b>
	MISCELLANEOUS				
15	Bookkeeping	7,000	7,485	7,000	8,000
16	Audit	6,500	6,000	6,500	6,500
17	Insurance & Bonding	3,100	2,841	3,100	3,200
18	Meeting Expense	5,000	1,157	5,000	5,000
	<b>Subtotal</b>	<b>\$21,600</b>	<b>\$17,483</b>	<b>\$21,600</b>	<b>\$22,700</b>
	PROGRAMS				
	<i>Monitoring</i>				
19	Stream Monitoring	35,000	33,149	36,000	35,000
20	Stream Monitoring-USGS	4,500	3,800	4,200	4,200
21	Commission Lake Monitoring	24,000		24,000	28,000
22	Citizen Assisted Lake Monitoring	3,800	4,897	3,800	4,800
23	Vol Wetland Monitoring	2,000	0	2,000	2,000
24	Vol Stream Monitoring	1,000	0	1,000	1,000
25	Annual Monitoring Report	16,000	16,759	16,000	16,000
	<b>Subtotal</b>	<b>\$86,300</b>	<b>\$80,240</b>	<b>\$87,000</b>	<b>\$91,000</b>
	<i>Water Quality Education</i>				
26	Education Program	15,000	15,189	15,000	16,500
27	Education Grants	500	0	500	0
28	WMWA Admin/Tech: SC Share	5,000	5,000	5,000	5,000
29	WMWA Impl Activities: SC Share	2,000	1,000	2,000	2,000
30	Rain Garden Workshops: SC Share	2,000	0	2,000	0
31	WMWA Educators: SC Share	4,500	0	4,500	4,500
	<b>Subtotal</b>	<b>\$29,000</b>	<b>\$21,189</b>	<b>\$29,000</b>	<b>\$28,000</b>



		2020 Budget	Pre-Audit Actual 2020	Approved 2021 Budget	Proposed 2022 Budget
	MANAGEMENT PLANS				
32	3 <sup>rd</sup> Gen Plan/Plan Amendments	1,000	292	0	1,000
33	Subwatershed BMP Assessment	20,000	21,170	10,000	0
	<b>Subtotal</b>	<b>\$21,000</b>	<b>\$21,462</b>	<b>\$10,000</b>	<b>\$1,000</b>
	PROJECTS				
34	Contribution to 4 <sup>th</sup> Generation Plan	0	0	0	0
35	To/(From) Reserves	17,690	43,518	20,990	15,890
	<b>Subtotal</b>	<b>\$17,690</b>	<b>\$43,518</b>	<b>\$20,990</b>	<b>\$15,890</b>
	<b>TOTAL OPERATING EXPENSE</b>	<b>\$443,590</b>	<b>\$387,333</b>	<b>\$403,590</b>	<b>\$388,590</b>
	<b>WMWA</b>				
	<b>Revenues</b>				
	WMWA Education -partners	33,000	18,000	33,000	33,000
	WMWA Rain Garden Workshops-partners	8,000	0	6,000	0
	WMWA Education Programming-SC	11,500	6,000	11,500	11,500
	Rain Garden Workshops-SC	2,000	0	2,000	0
		<b>\$54,500</b>	<b>\$24,000</b>	<b>\$54,500</b>	<b>\$44,500</b>
	<b>Expenditures</b>				
	WMWA Admin-Tech	20,000	7,224	20,000	20,000
	WMWA Implementation	6,500	6,119	6,500	6,500
	WMWA Educators	18,000	0	18,000	18,000
	WMWA Rain Garden Workshops	8,000	0	8,000	0
		<b>\$52,500</b>	<b>\$13,343</b>	<b>\$52,500</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 for the past 2 years. The proposed 2022 assessment is the same as 2021.
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.

### 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.

Line	Explanation
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 the focus in 2022 will be completing 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 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.
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 2022 will be reviewed as part of the 4 <sup>th</sup> Generation Plan. Two wetlands yet to be determined will be monitored in 2022.
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.
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. No assessments have been requested for 2022, thus no funds are budgeted.
34	The Commission could but does not at this time make regular contributions to a dedicated 4 <sup>th</sup> Generation Watershed Management Plan account.
35	When expenses are less than collected revenues, the balance is transferred to the cash reserves.

**Shingle Creek Watershed Management Commission - Proposed 2022 Member Assessments**

**25**

25

			Cost Allocation		Cost Based			
2020	Acreage	2019 Tax Capacity	Based on Area		on Tax Capacity		Total Cost	
Community			%age	Dollars	%age	Dollars	%age	Dollars
Brooklyn Center			3,720	17,466,627	13.07%	23,762.382	10.42%	18,943.731
Brooklyn Park	7,080	40,905,072	24.88%	45,225.179	24.40%	44,364.299	24.64%	89,589.49
Crystal	2,480	11,980,781	8.71%	15,841.588	7.15%	12,993.962	7.93%	28,835.55
Maple Grove	5,020	32,567,463	17.64%	32,066.441	19.43%	35,321.602	18.53%	67,388.04
Minneapolis	1,950	11,207,087	6.85%	12,456.087	6.69%	12,154.839	6.77%	24,610.93
New Hope	2,070	14,486,344	7.27%	13,222.616	8.64%	15,711.413	7.96%	28,934.03
Osseo	300	2,082,122	1.05%	1,916.321	1.24%	2,258.201	1.15%	4,174.52
Plymouth	4,380	27,889,515	15.39%	27,978.289	16.64%	30,248.053	16.01%	58,226.34
Robbinsdale	1,460	9,034,849	5.13%	9,326.096	5.39%	9,798.901	5.26%	19,125.00
Total	28,460	167,619,860	100%	181,795	100%	181,795	100%	363,590
			Cost Allocation		Cost Based			
2021	Acreage	2020 Tax Capacity	Based on Area		on Tax Capacity		Total Cost	
Community			%age	Dollars	%age	Dollars	%age	Dollars
Brooklyn Center			3,720	19,082,171	13.07%	23,762.382	10.55%	19,174.501
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
			Cost Allocation		Cost Based			
2022	Acreage	2021 Tax Capacity	Based on Area		on Tax Capacity		Total Cost	
Community			%age	Dollars	%age	Dollars	%age	Dollars
Brooklyn Center			3,720	20,453,640	13.07%	23,762.382	10.58%	19,230.292
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



**To:** West Mississippi WMO Commissioners

**From:** Ed Matthiesen, P.E.  
Diane Spector  
Judie Anderson

**Date:** May 7, 2021

**Subject:** Initial 2022 Budget Discussion

**Recommended  
Commission Action**

This report presents a proposed 2022 budget for discussion and comment. If comfortable you may adopt a proposed budget at the 5/13 meeting or wait until the 6/10 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 2022 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 2022 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 of, but not all, 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.

As Table 1 shows, the Commission has not increased assessment every year, and in fact has kept the annual assessment at \$153,600 for the last three years. However, the *ability* to increase continues to accumulate with inflation. For 2022, the Commission could increase assessments to as much as \$172,230 and stay within the JPA cap. The draft 2022 budget recommended to you assumes *an assessment of \$156,200*, a 1.7% increase. The proposed 2022 budget assumes a \$5,000 contribution from the cash reserves to moderate that annual increase. The audited unrestricted fund balance at the end of 2019 was about \$72,000. The 2020 year-end balance is still under audit but is expected to be in that vicinity.

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%	40.5%	167,840	153,600
2022		2.7%	44.2%**	172,230	<b>156,200</b>

\*March 2021 CPI-U is the latest available \*\*June 2020 to March 2021

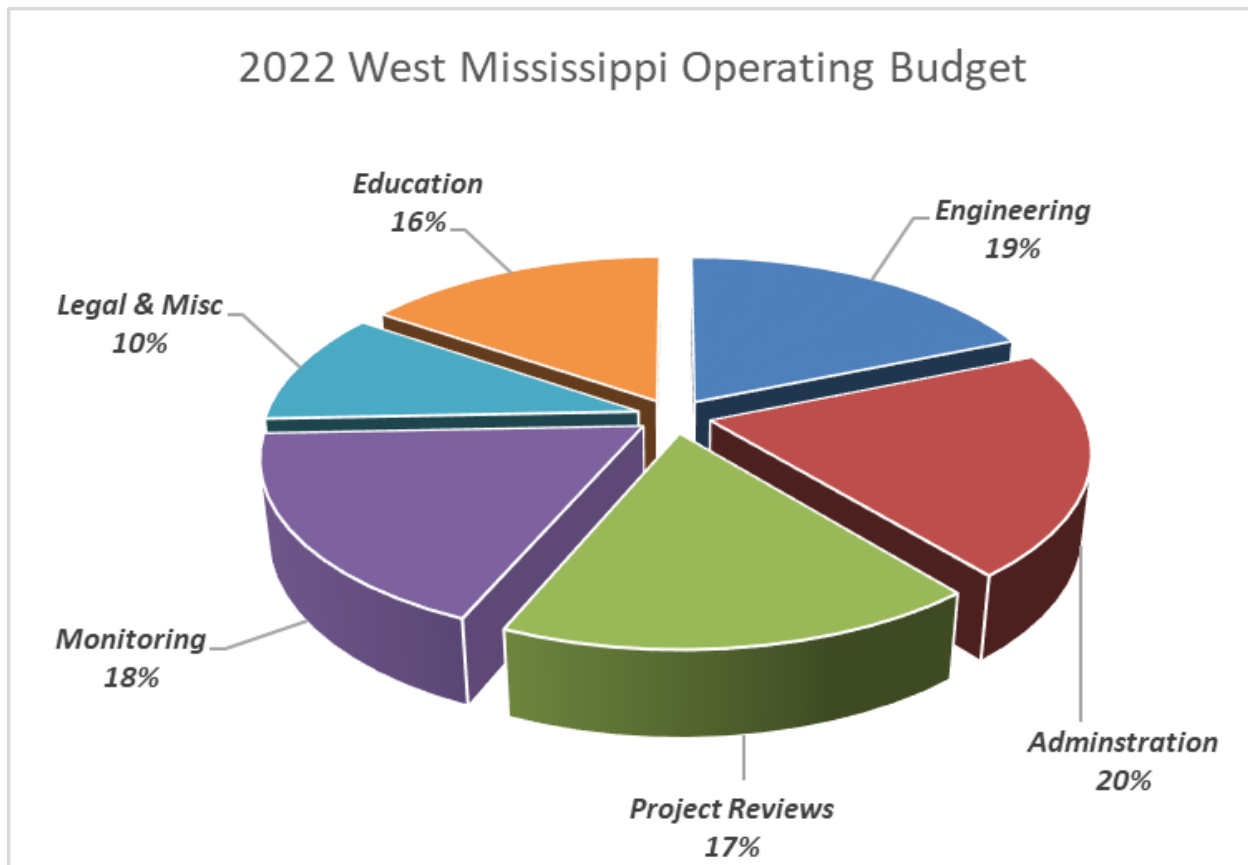
## Expenses

With a few exceptions the proposed budget shown in Table 2 generally continues the same activities at the same level of effort as 2021. Some of the line items have been adjusted and reallocations made. Overall, the proposed 2022 budget is \$2,900 more than the 2021 budget. Each line item is explained in the 2022 Budget Explanation below. Figure 1 shows the proposed 2022 expenditures by category. A few lines require more explanation:

*Meeting expense (line 18).* The budget assumes that in 2022 the Commission will have returned to in-person meetings.

*Volunteer stream monitoring (line 19).* In the past one site on Mattson Brook 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.

*Contribution to 4<sup>th</sup> Generation Plan (line 29).* While the Shingle Creek Commission sets aside an annual contribution towards undertaking the 4<sup>th</sup> Generation Management Plan, the West Mississippi Commission has elected to contribute its share from fund balance. Work on the Plan update will begin in the second half of 2021 and extend into 2022. Once the Commissions have decided on a scope and work plan for the Plan update, that update will be set up as a special project.



**Figure 1. Proposed 2022 West Mississippi operating budget by program area.**

*To (from) reserves (line 30).* In 2020, the Commission spent less than it took in from the various revenue sources. The estimated \$9,857 balance will accrue to the cash reserves. Much of the underspending was a result of the COVID-19 pandemic. Some development was put on hold so there were fewer project reviews than expected. Meeting expense was less. The West Metro Water Alliance (WMWA) Watershed PREP educators were able to visit a few classrooms before the lockdown, but spent the lockdown creating an online version of the watershed lessons. WMWA did not bill the participating watersheds for the unspent cost of the program.

Table 2. Proposed West Mississippi Watershed Management Commission 2022 budget.

		2020 Budget	2020 Actual (pre-audit)	2021 Budget	Proposed 2022
<b>INCOME</b>					
1	Application fees	\$18,000	\$13,300	\$18,000	\$18,000
2	Interest income	5,000	2,472	7,000	2,500
3	Assessment	153,600	153,600	153,600	156,200
4	Blue Line Extension	500	0	0	0
5	Reserve - General	0	0	0	5,000
	<b>TOTAL INCOME</b>	<b>\$177,100</b>	<b>\$169,372</b>	<b>\$178,600</b>	<b>\$181,700</b>
<b>EXPENSES</b>					
	<i>Administration:</i>				
6	Administrative services	\$31,000	\$32,298	\$30,000	\$32,000
7	TAC/engineering support	4,500	3,198	5,000	4,000
8	Project reviews/WCA	1,500	1,156	1,500	1,500
9	Blue Line Extension	0	0	0	0
	<b>Subtotal</b>	<b>\$37,500</b>	<b>\$36,652</b>	<b>\$36,500</b>	<b>\$37,500</b>
	<i>Engineering:</i>				
10	Engineering services	\$31,000	\$34,845	\$31,500	\$33,500
11	Grant writing	1,000	564	1,000	500
12	Project reviews/WCA	27,600	21,168	30,000	30,000
13	Blue Line Extension	500	0	0	0
	<b>Subtotal</b>	<b>\$60,100</b>	<b>\$56,577</b>	<b>\$62,500</b>	<b>\$64,000</b>
	<i>Legal:</i>				
14	Legal services	\$5,000	\$3,228	\$4,000	\$4,500
	<b>Subtotal</b>	<b>\$5,000</b>	<b>\$3,736</b>	<b>\$4,000</b>	<b>4,500</b>
	<i>Miscellaneous:</i>				
15	Accounting	\$3,000	\$3,162	\$3,000	\$3,300
16	Audit	5,500	4,500	5,500	5,000
17	Insurance & bonding	2,800	2,847	2,800	3,100
18	Meeting expense	2,700	496	2,700	2,700
	<b>Subtotal</b>	<b>\$14,000</b>	<b>\$10,936</b>	<b>\$14,000</b>	<b>\$14,100</b>
	<i>Monitoring:</i>				
19	Vol stream monitoring	\$1,000	\$0	\$0	\$0
20	Vol wetland monitoring	2,000	2,000	2,000	2,000
21	Outfall & stream monitoring	20,000	20,930	22,600	22,600
22	Annual monitoring report	8,000	7,183	8,000	8,000
	<b>Subtotal</b>	<b>\$31,000</b>	<b>\$30,113</b>	<b>\$32,600</b>	<b>\$32,600</b>
	<i>Education:</i>				
23	Education program	\$15,000	\$15,190	\$15,000	\$16,500
24	Rain garden workshops	2,000	2,000	2,000	0
25	WMWA implementation activities	11,500	4,625	11,500	11,500
26	Education grants	500	0	500	0
	<b>Subtotal</b>	<b>\$29,000</b>	<b>\$21,815</b>	<b>\$29,000</b>	<b>\$28,000</b>
	<i>Management Plans:</i>				
27	3 <sup>rd</sup> Gen Plan/plan amendments	1,000	125	0	1,000
28	Subwatershed BMP assessment	0	0	0	0
	<b>Subtotal</b>	<b>\$1,000</b>	<b>\$125</b>	<b>\$0</b>	<b>\$1,000</b>
29	Contribution to 4th Gen Plan	0	0	0	0
30	To (from) reserves	0	9,857	0	0
	<b>TOTAL OPERATING EXPENSE</b>	<b>\$177,100</b>	<b>\$169,372</b>	<b>\$178,600</b>	<b>\$181,700</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.
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 have not increased for the past 3 years. The proposed 2022 assessment is an increase of 1.7%.
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, it is recommended to moderate the assessment increase by withdrawing \$5,000 from the cash reserves.

### 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.
19-20	At this time we are not recommending changes to the volunteer stream or wetland monitoring budgets. One stream site is monitored (Mattson Brook) through the RiverWatch program when volunteers are available, and two wetlands 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 2022.
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
	<p>Water Alliance (WMWA) (with Shingle, Bassett, and Elm WMOs); work with area schools; maintain Web site.</p> <p>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.</p>
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 2022, thus no funds are budgeted.
29	The Commission could but does not at this time make regular contributions 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  
Proposed 2022 Member Assessments**

2020		2019 Tax	Cost Allocation		Cost Based		Total Cost	
Community	Acreage	Capacity	Based on Area		on Tax Capacity			
			%age	Dollars	%age	Dollars	%age	Dollars
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>
2021		2020 Tax	Cost Allocation		Cost Based		Total Cost	
Community	Acreage	Capacity	Based on Area		on Tax Capacity			
			%age	Dollars	%age	Dollars	%age	Dollars
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>
2022		2021 Tax	Cost Allocation		Cost Based		Total Cost	
Community	Acreage	Capacity	Based on Area		on Tax Capacity			
			%age	Dollars	%age	Dollars	%age	Dollars
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>

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

**From:** Ed Matthiesen, P.E.  
Diane Spector

**Date:** May 7, 2021

**Subject:** Hennepin County Chloride Initiative (HCCI) Update

**Recommended  
Commission Action**

For information and discussion.

The Hennepin County Chloride Initiative (HCCI) met on May 4, 2021 for a progress report on the various actions currently underway. As a reminder, the HCCI is a collaborative initiative of the 11 watersheds in Hennepin County, funded by about \$100,000 set aside from the last round of Watershed-Based Funding provided by the Board of Water and Soil Resources (BWSR). Ben Scharenbroich from Plymouth is the Shingle Creek representative to HCCI, and Andrew Hogg is the West Mississippi representative. The HCCI is currently chaired by Laura Jester, administrator of Bassett Creek WMO.

The following is a brief overview of the various ongoing items:

Chloride Barriers Research

HCCI worked with Fortin Consulting and a graduate student at the U to undertake interviews and with private salt applicators to assess their knowledge of salt contamination issues and barriers to change. The purpose was to develop and guide more targeted programming and messaging county-wide. The report has been finalized. A brief overview of findings:

- Client demand was the most commonly cited barrier to salt reduction. Many applicators felt that without the pressure to meet client requests, they would be able to implement more mindful salting practices.
- Companies that were working towards salt reduction expressed different motivations for reduction. A few participants expressed their concern for the impact of salt on the environment but felt that they didn't have any other choice but to over-apply.
- Legal concerns were a motivating factor for almost all participants. Fears over being sued over a slip-and-fall injury were motivation enough to continue with the status quo.
- Financial justifications were used in both directions. One participant stated, "we're always looking for reductions because it saves us money." For others, using more salt was also viewed as a win. One participant said of their operation, "[salt application] is actually a very profitable portion of it. It's a double-edged sword."
- Inherent in the liability and client demands are the end user. Winter maintenance operations are looking to avoid lawsuits from their clients, and their clients, in turn, are worried about slip-and-falls from the end users of their properties. Others felt that the end users themselves are not doing everything they can to avoid a slip-and-fall and are putting too much the onus on the applicators.

The findings suggest that a reduction in chloride use will require not only addressing liability concerns but also the purpose of salting and other options for walking and driving safely in icy conditions.

Winter Maintenance Plan Template Project

The purpose of this project is to develop common templates for winter maintenance that can be used by property managers, cities, etc. to specify approved maintenance actions. Fortin Consulting has had an initial meeting and individual discussions with the members of an advisory board of property managers and applicators. Many of those discussions centered around liability. It was also noted that at least two WMOs in the county require winter maintenance plans to be submitted by developers at the time of

watershed permit review and approval. It was noted that the developers usually have no connection to the ultimate property managers, and that may not be the most appropriate point in the process. The group will continue to work with the goals of having these templates completed by Fall 2021.

#### Parkers Lake Chloride Project Facilitation Plan

The city of Plymouth has been working with its consultant to compile data and prepare for meeting with a technical advisory committee.

#### Limited Liability Legislation

This legislation did not make much headway this past legislative session.

#### Communications Plan

A common theme coming from the barriers study, work with the Stop Over Salting group, and others is the need for enhanced communication, whether it is just background information or potentially a full communications campaign. A subgroup will begin meeting to help define what the needs might be and how the group could proceed, ranging from in-house materials in-house to bringing in a communications consultant to help craft a full campaign.

#### Training

Several of the HCCI partners have been contracting with Fortin and/or MPCA to host workshops for applicators. Most of the workshops have been targeted to applicators working within that particular partner's watershed or city and are reaching saturation in their small geographic area. An option for using some of the funds is to offer several workshops throughout the county and make them more widely available. There is also the possibility for hosting shorter, refresher type courses for applicators who have already gone through the certification training.

## HENNEPIN COUNTY CHLORIDE INITIATIVE:

### Developing a strategic plan to increase adoption of best management practices with private applicators

questionnaire with an emailed cover letter to win one of four \$25 Amazon gift cards.

Survey responses were automatically entered into a database. The database was downloaded and data were analyzed using SPSS (version 24.0). Basic descriptive statistics, including the central tendency of individual variables, were calculated.

A Technical Report  
prepared by  
Amelia L. Kreiter  
University of Minnesota  
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for

The Hennepin County Chloride Initiative  
with funding from  
The Clean Water Land & Legacy  
Amendment

Participants were offered the chance to enter a drawing for one of four \$25 Amazon gift cards.

Statistical analysis was conducted using the SPSS (Statistical Package for Social Sciences) software. Descriptive statistics, including frequency distributions and central tendency, were calculated.

### 3. STUDY FINDINGS

Project findings are organized into two sections: winter maintenance professional interview findings and online survey findings. Interview findings are further organized into five sub-sections relating to research questions and larger themes found throughout the interviews (Table 1).

#### 3.1 Interview Findings

In analyzing interview findings, five dominant narratives emerged from participant data.

##### 3.1.1 Client demand

Client demand was the most commonly cited barrier to salt reduction. Many applicators felt that without the pressure to meet client requests, they would be able to implement more mindful salting practices.

*They want it. They expect it. And the whole thing is – the issue of salt right now in the state is – it really just comes down to legislators. Because we're held liable from the clients, so if they want more, we have to give it. Otherwise, we're held liable. So the clients don't care how much they put down as long as they don't get sued.*

A common story across interviews was one where the company visited a property and was called back multiple times during the day for more salt, despite the conditions not calling for it.

*We had one storm last year, in the middle of February, and I had three clients call me back. We salted them four times that day, which I thought was ridiculous. But they were so freaked out because it was freezing rain all day, and they don't comprehend that salt's not going to melt freezing rain. It's got to be ice, it can't be water. And you got water falling at freezing temperatures, salt's going to get dissipated more than anything. So, some of it is, you know, lack of knowledge on the client's part. The clients are so freaked out about the liability that they don't care.*

Client liability concerns were consistent across most operations and many applicators felt that, “until you change the liability and the client expectations, our hands are kind of tied.”

However, a few applicators have noticed a different demand with a few of their clients. One applicator discussed clients that prefer less salt in order to avoid carpet damage in their businesses. Clients' concern for pets' paws was also mentioned throughout interviews. "Every year, somebody will ask me, 'we want the pet friendly salt.'"

### 3.1.2 Environmental concerns

Interviews revealed a wide range of salt application practices across operations. Companies that were working towards salt reduction expressed different motivations for reduction. A few participants expressed their concern for the impact of salt on the environment, but felt that they didn't have any other choice but to over-apply.

*...one of the things that we keep running up against is, there's the environmental impact and trying to keep folks happy and be good stewards of the earth like we want to be, but we're also tasked with industry standards, where if you're not using enough product and keeping the ice cleared well enough, you end up hearing about it or you lose the job and it goes to somebody else.*

Other participants felt that reducing salt for environmental reasons was a win-win situation, because of the cost savings of using less salt. One participant, in discussing their switch to liquid stated, "not only do you have the environmental savings, but you will save money."

Only one company has almost completely eliminated salt from their operation (they have one client with a steep driveway that requires salt). When asked about their decision to not use salt, the participant stated that it was, "an active environmental decision."

Along related lines, many participants discussed salt damage to vegetation when transitioning to landscaping operations in the spring: "along the edges of sidewalks and parking lots, we see lots of sod that's been burned by the salt [...] it's yellow and dead, it needs to be cut out and replaced." In one case, vegetation damage motivated a change in salt application practices. "As far as turf damage, we actually had one site where they have a dozen six-inch maple trees that were showing signs of salt damage. And so that was one of the sites we switched to liquid. [...] it's kind of hard to tell in the first year, but the trees do look a little bit better. [...] And on all of our sites, the amount of sod kill was a lot less."

### 3.1.3 Liability concerns

Legal concerns were a motivating factor for almost all participants. Fears over being sued over a slip-and-fall injury were motivation enough to continue with the status quo.

*In regards to applying the deicing agents and the salt, there's a strong incentive to over-apply and apply more frequently than what's probably really necessary. From a liability standpoint, it's cheaper to over-apply the product than it is to fight slip-and-fall lawsuits. That's a big, big obstacle that we're up against.*

Several participants acknowledged that the Limited Liability Law proposed in the Minnesota legislature would "help out a lot in our nervousness," and "give us a lot more freedom to use [salt] a little bit more consciously and use what we think is right on a site."



Other participants were more cynical about the potential impacts of limited liability legislation, and felt that clients and end-users were ultimately the ones driving higher salt use, not the applicators.

*That limited liability law will help a lot, but I still have a feeling, like a lot of laws, there's still going to be a bit of a gray area. I don't know whether somebody's going to win the lawsuit or not, but you still don't want to deal with one. So until some of the liability is taken off the actual applicators and until the end-users are educated enough and willing to try to make this across the board a fair game to play, and be understanding of the reduced usage and why, things really aren't going to change a whole heck of a lot unfortunately.*

However, other applicators said that they state up front to their clients that they “can’t be held liable for any kind of snow or ice build-up,” and that that strategy mitigated any of their legal concerns, regardless of the passing of limited liability legislation. A few participants felt that if they took enough action up front with their clients, a liability law was unnecessary:

*I think the key to liability is you outline the services you perform, you track that you did those services, you keep detailed records. [...] I do think that the legal side of this has gotten much friendlier to people like me. So far, for me, as long as I proved that I have a contract, and I perform the services I committed to, I've never been asked, “Well, how much salt did you put down?” I've just been asked to provide documentation that we followed the agreed-upon approach.*

#### 3.1.4 Financial motivations

Financial justifications were used in both directions, for both salt reduction, as well as maintaining higher salt levels. One participant stated, similar to the environmental motivations above, that salt reduction was a win-win: “we’re always looking for reductions because it saves us money and it just cuts down on the dead zone in the water.” For others, using more salt was also viewed as a win. One participant said of their operation, “[salt application] is actually a very profitable portion of it. It’s a double-edged sword.” Another participant agreed, stating that despite knowing that more salt wouldn’t benefit the client, it would be financially beneficial to apply more.

*There's times where it's super cold out, and the client calls back, and they want more salt. And we're kind of torn between either going and doing it and making the money, or telling the client, “Hey, it's 15 degrees below zero, more salt isn't going to do anything.”*

To that end, salt availability was commonly discussed across all participants. One participant stated that the price salt in a given year impacts how much they put down on a property, acknowledging that “[it’s] kind of ironic, that with that [small] amount of salt, we seemed to get along just fine.”

#### 3.1.5 The end user

Inherent in the liability and client demands are the end user. Winter maintenance operations are looking to avoid lawsuits from their clients, and their clients, in turn, are worried about slip-and-falls from the end users of their properties. While many applicators acknowledged the value of MPCA’s Smart Salting training, they felt that the information was directed at the wrong audience. One applicator theorized that most people in the general public don’t understand the impacts of over-salting.

*If I were to make a suggestion it would be – it's not the businesses, it's not the salt contractors – it's the people that work there that need to be educated. They have to be educated on what salt is doing to their environment. It's as simple as showing dead fish. You know, because it all goes to lakes and rivers. That's my two cents. But I don't want to put this much salt on. But I have to in order to keep them calm and quiet. Otherwise I have no business.*

Many agreed, making suggestions such as, “the way to reduce usage in private businesses would be to educate prospective customers about the downside of using salt. And then encourage them to, you know, tell their provider that they don't want salt.”

Others felt that the end users themselves are not doing everything they can to avoid a slip-and-fall, and are putting too much the onus on the applicators. “[We] need to be educating the general public about regular winter safety, you know, like, get your hands out of your pockets, walk like a penguin, proper footwear [...]” “If we’re not entirely responsible for the fact that Mrs. Jones decided to go out in the middle of an ice storm in high heels, yeah that would help us out a lot.”

Table 1: Constraints and needs for winter maintenance professionals

Perceived social norms	Client demand	"Until you change the liability and the client expectations, our hands are kind of tied."
		"If the client's paying for it, they expect to see, they want to see some products right on their property."
		"I wish I could say that people were telling me, 'I want to reduce salt.' I can't say that."
	End-user expectations	"It needs to begin at that end user and educating them and teaching them the reasons why salt usage needs to be reduced and what its impact is, and when those people don't understand that, that pretty much ties our hands. We're still held up to the same standards, and we have to meet those to be in business."
	"Other businesses are worse"	"You'll see enough salt used on a sidewalk that could cover an entire parking lot."
Economic investment and risk	Cost of equipment	"If there's some kind of grant money or tax savings by purchasing more environmentally conscious ice management equipment, things like that would certainly make that more attractive to a company. It's a big investment and you actually end up losing money [...] you're losing customers now because your price is too high."
	Profits	"[Salting] is a very profitable portion"
	Time	"I can't afford to take a day off [for a training]"
	Liability for the operation	"Until some of the liability is taken off the actual applicators [...] things really aren't gonna change a whole heck of a lot, unfortunately."
	Liability for properties	"The clients are so freaked out about the liability that they don't care"
Awareness of the problem	Applicators	"I think that training just more so made us all conscious of the damage that we're doing."
	General public	"It's the people that work there that need to be educated. They have to be educated on what salt is doing to their environment. It's as simple as showing dead fish. You know, because it all goes to lakes and rivers. That's my two cents. But I don't want to put this much salt on. But I have to in order to keep them calm and quiet. Otherwise I have no business."
Awareness and understanding of the solution	Nothing I can do/Hands are tied	"And it sounds like I'm running myself out of business. But it's like, if we don't stop this soon... I'm all for safety. I'm all for making money. But it's just not a good practice."
	Smart Salting training	"We went to the class and we see the benefits and the reasoning behind reducing our salt usage but our hands are somewhat tied, as far as industry standards and what other contractors do. "
	Need for institutional change	"[The Limited Liability Law] would give us a lot more freedom and being able to use a little bit more consciously and use what we think is right on a site."

### 3.2 Survey Findings

Overall, 107 winter maintenance professionals completed the survey. Complete statistics for all survey questions are presented in tabular form in Appendix F. An exact response rate is not available here due to the nature of sampling method. We allowed respondents to send the survey link to other winter maintenance professionals, and while we were able to see the number of responses, we were unable to discern how many links in total were distributed. However, using the number of survey links that we sent out, the response rate from the research team's distribution list was 29%.

Respondents were first asked if their company applied salt to private roads, parking lots, or sidewalks as a part of their winter maintenance practices. Those who answered "Not applicable; our company does not do winter maintenance," were redirected to the end of the survey. The rest were asked about the number of winter maintenance employees that their company employed during the winter. The largest number of respondents had 21 or more employees (42.7%), followed by 1-5 employees (34.4%) (Appendix F, Table 2).

Respondents were then asked about their winter maintenance practices. A list of salt application best practices was provided and respondents were asked which practices were used in their operation, and to what degree (Appendix F, Table 3). Protected and enclosed salt storage practices, improved mechanical removal of snow and ice, and selection of appropriate deicers and abrasives were the top practices in place. Using scope of service contracts that don't charge by volume was the least adopted practice. Of the practices that they were not using and didn't plan to, respondents were asked what their reasons were for not adopting (Appendix F, Table 4)

Respondents were then asked if they have attended the Minnesota Pollution Control Agency's winter maintenance training (Smart Salting) in the past five years. 86% of respondents had attended one or more of the training levels, and 14.4% hadn't attended any of the training classes (Appendix F, Table 5). Based on their answers to this question, respondents were sent down one of two paths in the questionnaire.

The first path was for those who had attended one or more of the training sessions. This group of respondents were asked if the training was a mandatory part of their company's winter training, whether they would recommend the training to other applicators, and whether they had adopted any practices from the training (Appendix F, Tables 6, 7, 8).

The second path was for those who had not attended any Smart Salting classes. These respondents were asked if they had heard of the training, and if they had heard of the training, what their reasons were for not attending (Appendix F, Tables 9, 10). The top two reasons were that "trainings are held during busy times for my operation," and "I already do everything I can to minimize salt usage." Lastly, respondents were asked what would motivate them to attend the training (Appendix F, Table 11). The top answers were "long-term cost savings for my operation," and "changes in liability laws." Respondents were also given the option to provide contact information for more information about future trainings.

All participants were then asked about their concerns. First, they answered the question "do you have any concerns about the amount of salt that you use in your own operation?" About 29% answered yes (Appendix F, Table 12). Then, participants were asked if they had any concerns about the amount of salt

they saw being used by other operations, and the number of “yes” responses increased to 51% (Appendix F, Table 13).

Participants were also asked whether they saw impact from road salt on grass, trees, or other vegetation during landscaping season, to which 76% said they did see impacts (Appendix F, Table 14). Lastly, participants were asked how the Limited Liability Legislation would impact their winter operation (Appendix F, Table 15). 85% of respondents said that it would have some impact on their operation.

## 4. DISCUSSION AND RECOMMENDATIONS

Overall, winter maintenance professionals identified liability and client demand as their largest barriers to adopting salt reduction strategies. In discussing their concerns, many applicators looked outward when assigning blame for over-salting, looking instead to other applicators or citing customer and end-user demand as reasons that we see so much salt. Far fewer participants were concerned about their own practices. Client and end-user demand all relate to liability concerns at different points in the snow and ice removal process.

However, approaching the issue of client demand from a different angle than liability may have downstream impacts. We recommend a multi-strategy approach to public engagement that emphasizes the negative impacts of salting on local waterways, encourages better personal winter practices, addresses liability and resource constraints, and supports an overall reduction in the use of chlorides in snow and ice removal.

This approach may allow for the reframing of current initiatives to better inform the public about the impacts of over-salting on waterways and aquatic life. By emphasizing the downstream consequences of salted sidewalks, and framing proper footwear as a means to reduce chloride pollution, we can better connect the issue to the solution in the eyes of the public, while at the same time addressing the needs of private salt applicators. In reframing water problems, we can avoid the “tragedy of the commons” by making the problem personal, rather than “everyone’s problem.”

Road salt pollution could also be integrated into stormwater management campaigns. Helping the public to understand that stormwater does not get treated before being released directly into waterways can help address a concern brought forth by many of the participants of this study:

*It all goes down the drain. People don't realize that. It disappears off their lot, it melts and so it's gone. And people honestly don't understand what's going on. They don't get it. It's not just you know, the business owners, every employee, people don't get what it's doing.*

Lastly, we encourage the continued work at the statewide level to bring forth Limited Liability Legislation to limit the liability of applicators using Smart Salting best practices in the case of a slip-and-fall.

**Metropolitan Council Contract No. 21R004-P****INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
METROPOLITAN COUNCIL AND THE  
SHINGLE CREEK WATERSHED MANAGEMENT COMMISSION**

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

THE ABOVE-NAMED PARTIES hereby agree as follows:

**I. GENERAL SCOPE OF AGREEMENT**

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

**II. SPECIFIC SCOPE OF SERVICES**

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

- a. **General Purposes of Program.** The volunteer lake monitoring program involves the use of citizen-scientist volunteers to monitor lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples which will be analyzed for total phosphorus (TP), total Kjeldahl nitrogen (TKN), and chlorophyll-a (CLA). In addition, the volunteers will measure surface water temperature, water transparency, and fill out a monitoring form that describes the lake and weather conditions at the time of the monitoring event. Lakes will be visited from April through October of 2021 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled at the location as indicated on the site location map provided by the Council. The Council will arrange for chemical analysis of the samples either through its own laboratory or an outside laboratory.
- b. **Specific Lakes Involved.** The following lakes and specific lake site(s) listed below will be involved in the Council's Citizen-Assisted Lake Monitoring Program (CAMP) in 2021.

Lake name	DNR ID#	Number of monitoring events	Approximate monitoring interval	Quantity of new kits
Meadow	27-0057	8 to 14	Biweekly	0
Schmidt	27-0102	8 to 14	Biweekly	0
Magda	27-0065	8 to 14	Biweekly	0
Eagle	27-0111-01	8 to 14	Biweekly	0
Pike	27-0111-02	8 to 14	Biweekly	0

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

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

**2.03 Council Responsibilities.** The Council agrees that it will:

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

**III. COMPENSATION; METHOD OF PAYMENT**

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

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

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



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

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

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

#### **IV. GENERAL CONDITIONS**

**4.01 Period of Performance.** The services of the Council will commence on April 1, 2021, and will terminate on March 30, 2022, or following work completion and payment, whichever occurs first.

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

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

Diane Spector  
Shingle Creek Watershed Management Commission  
7500 Olson Memorial Highway, Suite 300  
Golden Valley, MN 55427  
763-252-6880

**4.04 Council's Contract Manager.** The Council's Contract Manager for purposes of administration of this agreement is Brian Johnson, or such other person as may be designated in writing by the Council's Regional Administrator. The Council's Contract Manager will be responsible for coordinating services under this agreement. However, nothing in this agreement will be deemed to authorize the Contract Manager to execute amendments to this agreement on behalf of the Council.

Brian Johnson  
Metropolitan Council  
2400 Childs Road  
St. Paul, MN 55106  
651-602-8743

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

**4.06 Liability.** Each party to this agreement shall be liable for the acts and omissions of itself and its officers, employees, and agents, to the extent authorized by law. Neither party shall be liable for the acts or omissions of the other party or the other party's officers, employees or agents. Nothing in this agreement shall be deemed to be a waiver by either party of any applicable immunities or limits of liability including, without limitation, Minnesota Statutes, sections 3.736 (State Tort Claims) and chapter 466 (Municipal Tort Claims).

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

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

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

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

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

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

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

**SHINGLE CREEK WATERSHED  
MANAGEMENT COMMISSION**

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**METROPOLITAN COUNCIL**

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
Water Resources Assistant Manager

**EXHIBIT A**

<b>Metropolitan Council Environmental Services Laboratory Prices for Additional Analyses</b>		
<b>Parameter</b>	<b>Laboratory Code</b>	<b>Price (per sample)</b>
Nutrients (TP & TKN)	NUT-AHLV NUT-ALV	\$15.25
Chlorophyll	CLA-TR-CS CLA-CAMP	\$15.50
Phosphorus	P-AHLV P-ALV	\$15.25
Chloride	CL-AV2	\$15.75
Ortho-phosphorus	ORTHO-AV	\$7.75
Hardness	HARD-AV	\$7.25
Ca, Mg, Hardness via calculation	HARD-OESV	\$12.00
Alkalinity	ALK-AV	\$13.50
Sulfate	SO4-ICV	\$13.50
Metals (Cd, Cr, Cu, Pb, Ni, Zn)	MET-OESV MET-MSV2	\$36.00
Individual minerals (e.g. Fe)	XX-OESV	\$6.00 (per element)
Individual metals	XX-OESV XX-MSV2	
A parameter not on this list		Contact the Council's Contract Manager for specific pricing.

**To:** Shingle Creek WMO Commissioners

**From:** Ed Matthiesen, P.E.  
Katie Kemmitt  
Nick Omodt

**Date:** May 6, 2021

**Subject:** Crystal Lake Carp Management

**Recommended  
Commission  
Action**

Review and approve the attached contract with WSB for carp management on Crystal Lake.

In August 2020 Stantec assessed the common carp population of Crystal Lake. During the survey 79 carp were captured. We estimated a population density of 311 pounds of carp per acre which is well above the threshold at which common carp become damaging to the lake ecosystem (89 pounds per acre). Carp ear bones (otoliths) were collected from a subset of carp captured during the population survey and analyzed for their age. Results showed two distinct age classes of carp: 6-9 years old and 13-16 years old. These results indicate that carp reproduction has not been successful in recent years, and carp removal efforts should have long-term, positive impacts on Crystal Lake's water quality and aquatic habitat.

Stantec has developed a carp management plan for Summer 2021 in partnership with the consulting firm WSB. The carp management plan includes carp capture using box net and seine methods, carp removal, and carp disposal. All activities are planned between June to August 2021.

WSB will deploy two baited box nets on the south end of Crystal Lake. Box-netting will consist of installing two 60-foot by 30-foot box-shaped nets that will be deployed in the lake for approximately 3 months. The net will lay flat on the bottom of the lake to avoid entangling non-target fish. The area surrounding and inside the net will be baited with corn daily by a Stantec employee. Corn is a carp-specific bait that does not typically attract gamefish. Carp learn in as little as 3 days that the baited area has abundant food and return in large numbers each subsequent night to feed. As the number of carp visiting the area increases, a removal event will be planned. Metal posts surround the net and have ropes that, when pulled, raise the trap walls rapidly before carp can escape. This is done at night when most carp come into shallow areas to forage. All carp will be corralled to one side and rolled into a boat for removal from the lake. A 500-ft, open-water seine surrounding the box net will be deployed immediately after box netting occurs to capture the remaining carp aggregation. The seine net will be slowly dragged closer to shore into a small, penned area where the carp can be rolled into the boat for removal. WSB estimates a total of three removal events during Summer 2021.

#### Cost and Funding

WSB will complete the work with assistance from one Stantec field crew member. The Stantec employee will bait the box nets daily for 10-15 days and assist with box net installation and removal. Attached is WSB's full proposal for the work described above. WSB's estimated fees to the Watershed is \$21,906 (Table 1) and does not include the estimated cost of Stantec's assistance. WSB estimates about 28 hours of Stantec staff plus about 65 hours of intern time would be necessary to help with setup, daily baiting, and

harvest. The estimated cost of that work is about \$5,614, for a total estimated cost of \$27,520. The total cost could be less with the assistance of volunteers.

These above actions will be funded through the Commission's Crystal Lake Management 319 grant. The grant estimates the cost of carp removal to be \$30,632, including both contract cost for carp removal and staff cost for assistance with removals.

**Table 1. Estimated WSB project costs.**

Crystal Lake Box Netting and Seining 2021	Expenses	Env. Scientist V hours	Env. Scientist VI hours	Env. Scientist IV hours	Line item total
Hourly rate		\$91	\$98	\$78	
Permitting and project management 2021		16			\$1,456
Installation of box nets and scanning for obstructions in seine area		16	16	10	\$3,804
Raising 2 box nets, stretching seine and pulling in seine, removing carp from lake, disposal: per event	\$5,400	32	32	32	\$13,944
Uninstall of equipment, decontamination, and patching		10	9		\$1,792
Data analysis and reporting		10			\$910
<b>Overall Project total</b>					<b>\$21,906</b>

**Table 2. Estimated Wenck/Stantec staff costs.**

Task	Efforts Per Season	Staff Type and Hours Required		
		Nick	Intern	Total
Daily baiting before net pulls	20	2	30	32
Installation assistance	1	6		6
Removal assistance	3	20	12	32
<b>Total</b>		<b>28</b>	<b>42</b>	<b>70</b>
Rate		\$103	\$65	
<b>TOTAL</b>		<b>\$2,884</b>	<b>\$2,730</b>	<b>\$5,614</b>

## Recommendation

Staff recommends acceptance of the proposal from WSB.

**WSB & ASSOCIATES, INC.  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") is made as of the 15th day of April 2021, by and between Stantec Consulting Services, Inc. with an address of 733 Marquette Avenue, Suite 1000, Minneapolis, Minnesota 55402-2309 ("Client"), and WSB & Associates, Inc. dba WSB with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416 ("Consultant").

Client and Consultant, for the consideration enumerated herein, do hereby agree as follows:

**SECTION 1 / GENERAL CONTRACT TERMS AND CONDITIONS**

The General Contract Terms and Conditions shall be as set forth in Exhibit A.

**SECTION 2 / SCOPE OF WORK**

The scope of work to be performed by Consultant is set forth in Exhibit B. The work and services to be performed hereunder and described in Exhibit B shall be referred to herein and in the General Contract Provisions as the "Project".

**SECTION 3 / COMPENSATION**

The amount, method and timing for payment to the Consultant shall be in accordance with Exhibit C.

**SECTION 4 / WORK SCHEDULE**

The preliminary schedule of the work, if required, is set forth in Exhibit B.

**SECTION 5 / CLIENT RESPONSIBILITIES**

The client responsibilities are set out in Exhibit F.

**SECTION 6 / SPECIAL CONDITIONS**

Special conditions, if any, are as set forth in Exhibit G.

**SECTION 7 / EXHIBITS**

The following Exhibits are attached hereto and made a part of this Agreement:

<u>  X  </u>	Exhibit A	General Contract Provisions
<u>  X  </u>	Exhibit B	Scope of Work
<u>  X  </u>	Exhibit C	Compensation
<u>  X  </u>	Exhibit D	Insurance Schedule
<u>  X  </u>	Exhibit E	Rate Schedule
<u>  X  </u>	Exhibit F	Client Responsibilities
<u>      </u>	<del>Exhibit G</del>	<del>Special Conditions</del>

All references to the "Agreement" in this Document and the Exhibits shall mean this Agreement and all of the Exhibits as one integrated Agreement.

**SECTION 8 / ACCEPTANCE OF AGREEMENT**

Upon written acceptance of this Agreement by Client, Consultant shall commence the work. The undersigned hereby accept the terms and conditions of this agreement and Consultant is hereby authorized to perform the services described herein.

**CLIENT: STANTEC CONSULTING SERVICES, INC.**  
**ADDRESS: 733 MARQUETTE AVENUE**  
 SUITE 1000  
 MINNEAPOLIS, MN 55402-2309

**CONSULTANT: WSB & ASSOCIATES, INC. dba WSB**  
**ADDRESS: 701 XENIA AVENUE SOUTH**  
 SUITE 300  
 MINNEAPOLIS, MN 55416

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

WSB & ASSOCIATES, INC.

**EXHIBIT A  
GENERAL CONTRACT PROVISIONS**

**ARTICLE 1 – PERFORMANCE OF THE WORK**

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

**ARTICLE 2 – ADDITIONAL SERVICES**

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

**ARTICLE 3 – SCHEDULE**

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or consultants; or discovery of any hazardous substance or differing site conditions. If the delays outside of Consultant's control increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

**ARTICLE 4 – CONSTRUCTION OBSERVATION**

If requested by Client, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

Consultant neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an Additional Service. Consultant and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

**ARTICLE 5 – OPINIONS OF PROBABLE COST**

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs, collectively referred to as "Cost Estimates," provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the



Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that the proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of Cost Estimates and Client expressly waives any claims related to the accuracy of opinions of Cost Estimates. If Client wishes greater assurance as to Cost Estimates, Client shall employ an independent cost estimator as part of its Project responsibilities.

#### **ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE**

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaption of the Instruments of Service for extensions of the Project or any other project.

#### **ARTICLE 7 – PAYMENTS**

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

## **ARTICLE 8 – SUBMITTALS AND PAY APPLICATIONS**

If the Scope of Work includes the Consultant reviewing and certifying the amounts due the Contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Documents issued by the Consultant. The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor shall remain exclusively responsible for its Work.

If the Scope of Work includes Consultant's review and approval of submittals from the Contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

## **ARTICLE 9 – HAZARDOUS MATERIALS**

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Consultant is not a user, handler, generator, operator, treater, arranger, storer, transporter, or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Consultant.

The Client agrees to indemnify Consultant and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Consultant's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Consultant's services to be provided under this Agreement.

## **ARTICLE 10 – INSURANCE**

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

## **ARTICLE 11 – TERMINATION OR SUSPENSION**

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data

files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

#### **ARTICLE 12 – INDEMNIFICATION**

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Consultant's negligence or willful misconduct.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

#### **ARTICLE 13 – WAIVER OF CONSEQUENTIAL DAMAGES**

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

#### **ARTICLE 14 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY**

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

#### **ARTICLE 15 – ASSIGNMENT**

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

#### **ARTICLE 16 – CONFLICT RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

#### **ARTICLE 17 – CONFIDENTIALITY**

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

**ARTICLE 18 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY**

Consultant maintains professional liability insurance with a liability limit of not less than \$2,000,000 per claim. The Consultant's total liability to Client shall not exceed the total available insurance policy limits per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

Notwithstanding the language above, Client agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through Client shall be limited to \$50,000.

Client and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

**ARTICLE 19 – CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the State of Minnesota.

**ARTICLE 20 – LOCATION OF UNDERGROUND IMPROVEMENTS**

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

WSB & ASSOCIATES, INC.

**EXHIBIT B  
SCOPE OF WORK  
COMMON CARP MANAGEMENT IN CRYSTAL LAKE  
FOR THE SHINGLE CREEK WATERSHED DISTRICT**

The Client intends to retain Consultant to provide professional services for the management and removal of common carp in Crystal Lake for the Shingle Creek Watershed District. The Scope of Services are outlined below.

**ARTICLE B.1 – SCOPE OF SERVICES**

**B.1.1      Project Management.**

Administrative costs to manage the project and to obtain approval of the Minnesota DNR Fisheries for capture and proper disposal of carp.

**B.1.2      Carp Capture Efforts.**

Consultant will test at least two (2) removal techniques including baited box nets and seining. These methods will be used simultaneously to take advantage of the carp aggregation that has formed following baiting with corn. These removal tests will allow the watershed district to plan for the future of removals (if needed) and costs associated with that effort.

**B.1.1.1      Baited Box Netting.**

Consultant will utilize two (2) box nets on the south end of the lake. The walls on the outside of the net will be hand-raised quickly by pulling several ropes from shore that are attached to posts. This will occur during night-time hours.

Consultant is aware of U.S. Patent No. 10,959,413 (“the ‘413 patent”). Consultant does not infringe any claim of the ‘413 patent. Every claim of the ‘413 patent requires a weight. Specifically, every claim requires a weight that is secured to a cord and a release mechanism for holding the weight at the top of a stem/post. A box net system that does not include a weight cannot infringe any claim of the ‘413 patent. The box net system utilized by Consultant does not include a weight.

**B.1.1.2      Open Water Seining.**

Consultant will deploy a 500-foot-long seine net immediately after raising the box net walls to pull around the remaining aggregation.

**B.1.1.3      Disposal of Carp.**

Consultant will handle the logistics of transporting carp for disposal from the lake.

**B.1.3      Data Analysis and Reporting.**

Following field efforts in 2021, all collected data will be compiled into a report. Deliverables include an updated population and biomass density estimate based on mark/recapture calculations, CPUE for removal methods of box netting, seine netting, and other methods attempted, and total population and pounds removed.

**B.1.4      Client/Volunteer Involvement.**

Client will assist with daily baiting the area with corn for three to four (3-4) weeks for approximately one (1) hour a day. Client will provide four to six hours (4-6) of assistance with installation, and four to eight (4-8) hours of assistance with removal events estimated at three.

**ARTICLE B.2 – SCHEDULE****TIMELINE:**

	May	June	July	August	September	October	November	December
Permitting and Project Management								
Installation of box nets and scanning for obstructions in seine area								
Carp capture efforts, removal from lake, disposal								
Uninstall of equipment, decontamination, and patching								
Data analysis and reporting								

**ARTICLE B.3 – SCOPE OF ADDITIONAL SERVICES**

Additional services may be added to this agreement by amendment approved by Client and Consultant.

WSB & ASSOCIATES, INC.

**EXHIBIT C  
COMPENSATION  
COMMON CARP MANAGEMENT IN CRYSTAL LAKE  
FOR THE SHINGLE CREEK WATERSHED DISTRICT**

The Client shall pay the Consultant for Basic Services rendered on an hourly basis, not-to-exceed the amount of \$21,906 as mutually agreed to and deemed fair and reasonable for the particular work to be performed.

Consultant's current fee schedule with hourly rates is attached to this contract as Exhibit E. The rate schedule is for 2021 and will remain in effect for services rendered through December 31, 2021.

The following represents the compensation terms:

**ARTICLE C.1 – PROJECT COMPENSATION**

Compensation for the scope of services as outlined in Exhibit B is detailed below. The estimated fees will not be exceeded without client authorization.

<b>Crystal Lake Box Netting and Seining 2021</b>	<b>Expenses</b>	<b>Env. Scientist V hours</b>	<b>Env. Scientist VI hours</b>	<b>Env. Scientist IV hours</b>	<b>Line item total</b>
Hourly rate		\$91	\$98	\$78	
Permitting and project management 2021		16			\$1,456
Installation of box nets and scanning for obstructions in seine area		16	16	10	\$3,804
Raising 2 box nets, stretching seine and pulling in seine, removing carp from lake, disposal: per event	\$5,400	32	32	32	\$13,944
Uninstall of equipment, decontamination, and patching		10	9		\$1,792
Data analysis and reporting		10			\$910
<b>Overall Project total</b>					<b>\$21,906</b>

**ARTICLE C.2 – INDEPENDENT CONSULTANTS**

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the Client at the Consultant's cost with no markup.

**ARTICLE C.3 – PAYMENT FOR REVISIONS OR OTHER WORK**

If the Client directs that revisions be made following by the Client or if the Client directs Consultant to perform other work, the Consultant shall be compensated for the cost of such revisions at the hourly fee. The Consultant shall be given additional compensation when additions consist of enlargement or extension of the project.

**ARTICLE C.4 – RECEIPT OF PAYMENT**

In order to receive payment for services, the Consultant shall submit monthly invoices describing in detail the services performed in accordance with this contract. For hourly and percentage of construction cost contracts, the personnel who worked on the project shall be included.

**ARTICLE C.5 – EXPENSES**

Consultant shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Consultant shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Plan and specification reproduction fees

- Costs related to the development of project photos.

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing



WSB &amp; ASSOCIATES, INC.

**EXHIBIT D  
INSURANCE SCHEDULE**

**GENERAL LIABILITY**

Broker:	Marsh & McLennan Agency, LLC	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$4,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$2,000,000
	Each Occurrence	\$2,000,000
	Damage to Rented Premises	\$100,000
	Medical Expenses (Any one person)	\$25,000

**AUTOMOBILE LIABILITY**

Broker:	Marsh & McLennan Agency, LLC	
Type of Insurance:	Any Auto	
Coverage:	Combined Single Limit	\$2,000,000

**UMBRELLA**

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	Each Occurrence/Aggregate	\$10,000,000

**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY**

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	<u>Statutory</u>	
	Each Accident	\$ 1,000,000
	Disease-Policy Limit	\$ 1,000,000
	Disease-Each Employee	\$ 1,000,000

**PROFESSIONAL LIABILITY**

Broker:	H. Robert Anderson and Associates, Inc.	
Coverage:	Each Claim	\$ 5,000,000
	Annual Aggregate	\$ 10,000,000

Certificates of Insurance will be provided upon request.

# 2021 Rate Schedule



	Billing Rate/Hour
PRINCIPAL   ASSOCIATE	\$154 - \$197
SR. PROJECT MANAGER   SR. PROJECT ENGINEER	\$154 - \$197
PROJECT MANAGER	\$137 - \$152
PROJECT ENGINEER   GRADUATE ENGINEER	\$92 - \$150
ENGINEERING TECHNICIAN   ENGINEERING SPECIALIST	\$59 - \$148
LANDSCAPE ARCHITECT   SR. LANDSCAPE ARCHITECT	\$71 - \$152
ENVIRONMENTAL SCIENTIST   SR. ENVIRONMENTAL SCIENTIST	\$59 - \$147
PLANNER   SR. PLANNER	\$71 - \$152
GIS SPECIALIST   SR. GIS SPECIALIST	\$71 - \$152
CONSTRUCTION OBSERVER	\$95 - \$121
SURVEY	
One-Person Crew	\$152
Two-Person Crew	\$199
Three-Person Crew	\$214
OFFICE TECHNICIAN	\$54 - \$95

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

**WSB & ASSOCIATES, INC.**

**EXHIBIT F  
CLIENT RESPONSIBILITIES**

The Client's responsibilities related to the services to be provided by Consultant are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Consultant to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Consultant:

**ARTICLE F.1**

Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Consultant to follow or incorporate into its work.

**ARTICLE F.2**

Guarantee access to and make all provisions for the Consultant to enter upon public and private lands to enable the Consultant to perform its work under this Agreement.

**ARTICLE F.3**

Provide such legal, accounting and insurance counseling services as may be required for this Project.

**ARTICLE F.4**

Notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.

**ARTICLE F.5**

Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services required under this Agreement.

**ARTICLE F.6**

Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Consultant as set out below.

**ARTICLE F.7**

Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.

**ARTICLE F.8**

Require all Utilities with facilities in the Client's Right of Way to Locate and mark said utilities upon request, Relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

**ARTICLE F.9**

Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.

**ARTICLE F.10**

Where appropriate, endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work on the Project.

**ARTICLE F.11**

Provide record drawings and specifications for all existing physical plants of facilities which are pertinent to the Project.

**ARTICLE F.12**

Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Consultant of the services in accordance with the Contract Documents.

**ARTICLE F.13**

Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

**ARTICLE F.14**

Client shall bear all costs incidental to compliance with the requirements of this article.

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

**From:** Ed Matthiesen, P.E.  
Diane Spector  
Nick Omodt

**Date:** May 7, 2021

**Subject:** Authorize Bass Lake Curlyleaf Pondweed Treatment

**Recommended  
Commission Action**

Accept the quote from Limnopro and authorize the Bass Lake curlyleaf pondweed treatment.

Staff have completed curly-leaf pondweed (CLP) delineations on Bass, Pomerleau, and Upper Twin Lakes. The CLP stands on Upper Twin (see figure) is minor and we do not recommend treatment this year. There is an area of CLP on Pomerleau (see figure), but it is not at a nuisance level and it is interspersed with good native vegetation, so we do not recommend 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. Because these areas are such low density and at shallow depths, the impact on recreation would be low (not a lot of boat traffic in 2-3 feet of water, no docks or lifts in the area). Once the stands become significant enough that native vegetation is impacted or there is a disruption to recreation, then treatment is warranted.

However, there continues to be a nuisance stand of CLP on Bass Lake that is recommended for treatment, this will be the third year of treatment on Bass. Experience on other lakes shows it can take five years or more of treatment to see significant reduction in this hardy invasive. We did include 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 3 separate areas recommended for treatment. This is approximately the same amount of treatment area, although the area to be treated is not exactly the same.

- 10.56 acres with an average depth of 6.16 feet;
- 6.77 acres with an average depth of 6.05 feet; and
- 2.86 acres with an average depth of 2.86 feet.

We have received the attached quote from Limnopro for this treatment, which would likely occur between May 10 and May 30. That's typically when the water temperatures right and the plants are tall enough to be impacted.



## ***PRICE QUOTE – Shingle Creek Watershed Management Commission***

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Date: April 19, 2021  
 Project: Bass Lake Curlyleaf Pondweed Treatment  
 Primary Contact: Nick Omodt (Wenck)  
 Email: [nomodt@wenck.com](mailto:nomodt@wenck.com); [dspector@wenck.com](mailto:dspector@wenck.com)

Cost bid for chemical treatment of curlyleaf pondweed on Bass Lake (27-0098-00) to treat 20.2 acres split between three separate treatment zones. Price includes all time and materials, including the use of diquat at the labeled maximum rate over the area of treatment.

Item	Area (ac)	Depth (ft)	Volume (AF)	Price
Chemical (Diquat @ 0.5 ga/AF)				
Polygon 1	10.6	6.2	65.0	\$2,426.35
Polygon 2	6.8	6.1	41.0	\$1,527.75
Polygon 3	2.9	2.9	8.2	\$305.10
Labor				\$1,200.00
Mobilization (Travel, mileage, equipment and instrumentation)				\$113.00
<b>Grand Total</b>				<b>\$5,572.20</b>

### **Comments:**

- No treatment can occur without an active MN DNR permit.
- Prices in the quote are an estimate good for 2021 open water season.
- If interested in moving forward, we will issue a contract with final prices and payment terms; a returned contract is received you will go on service calendar for the year.

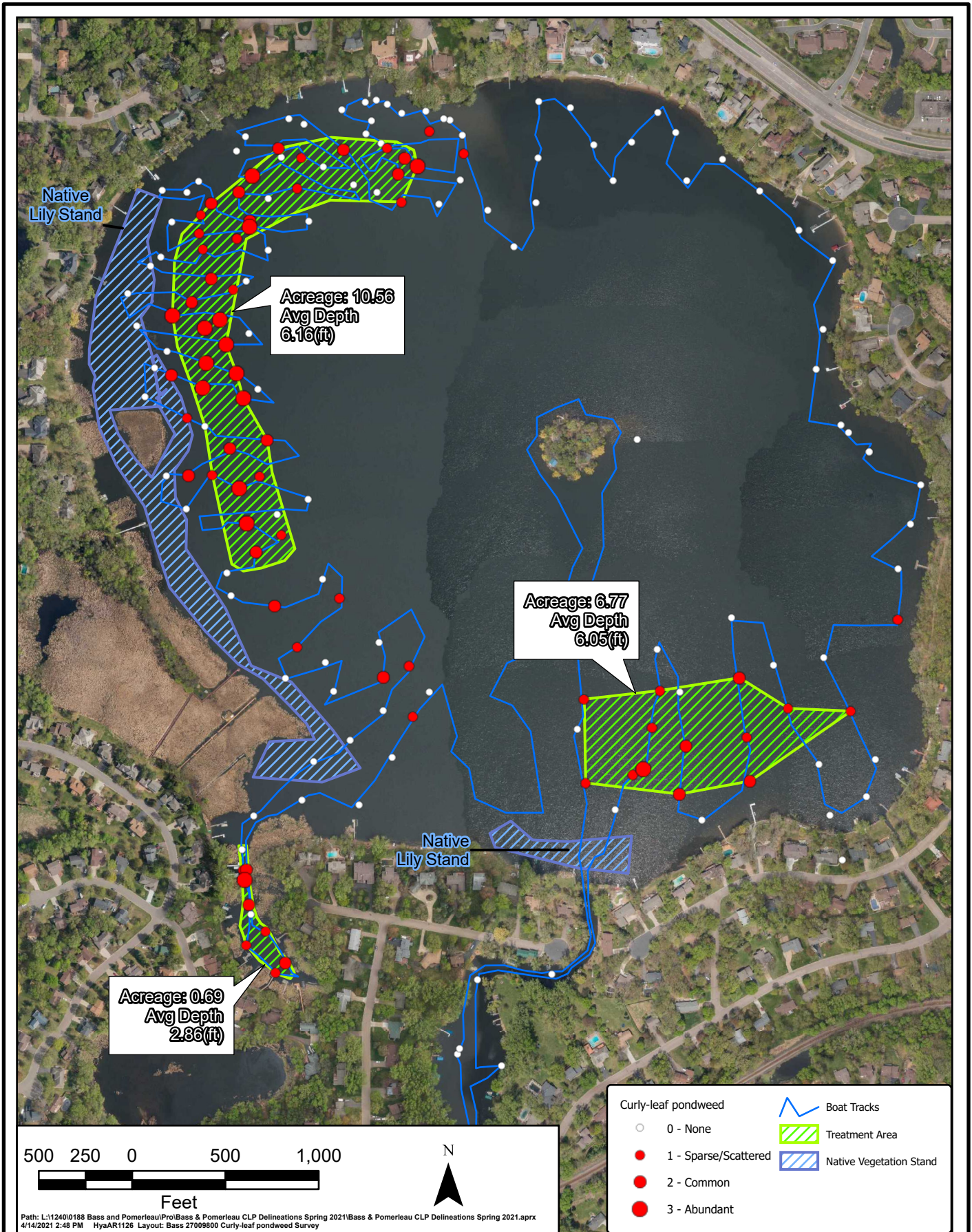
Thank you for the opportunity to provide this quote for services. Please do not hesitate to contact me if you have any questions or would like more information about any of our services. We look forward to working with you!

Daniel C. McEwen, Principal Scientist

4/19/2021

Date





SHINGLE CREEK WATERSHED MANAGEMENT COMMISSION

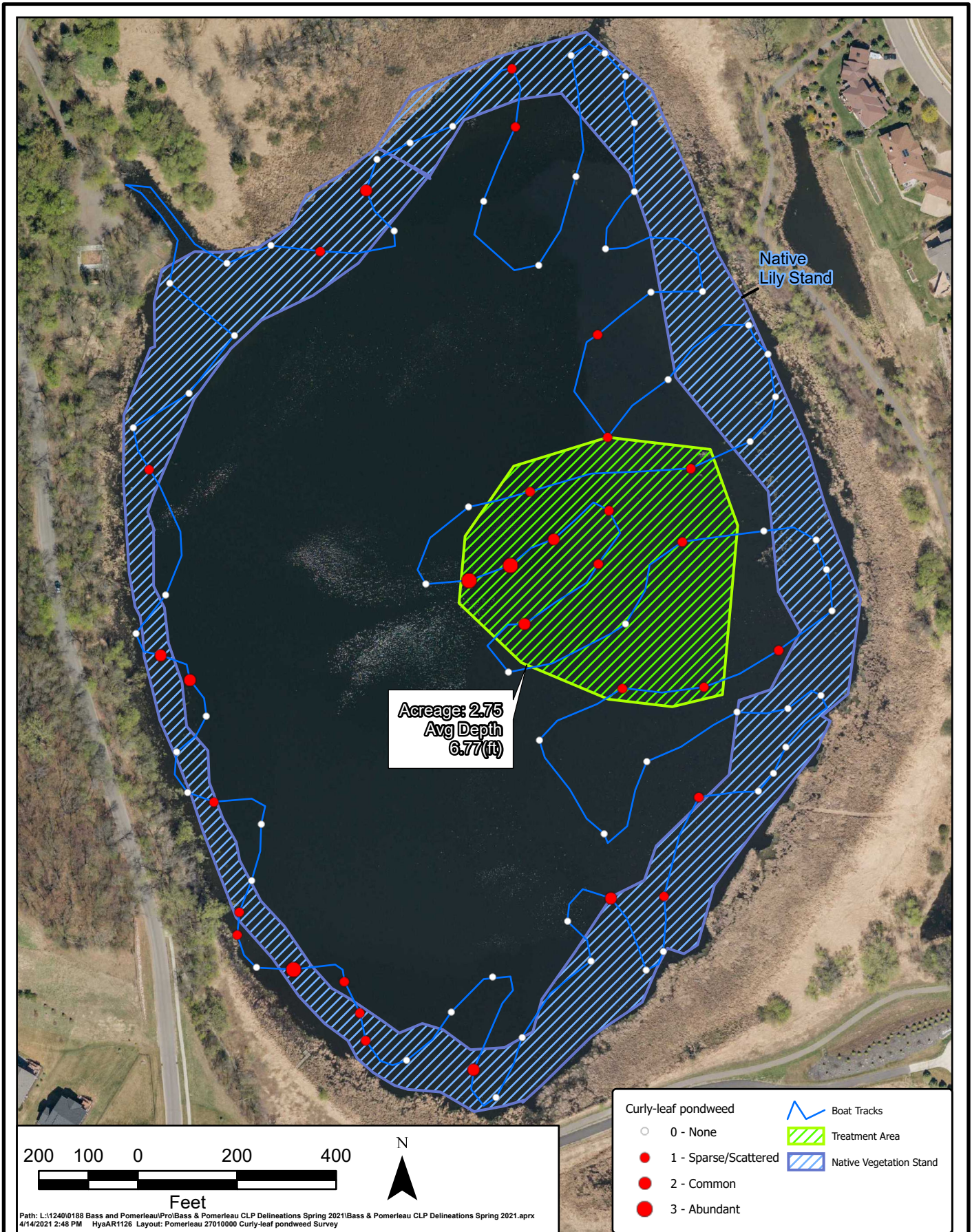
Bass 27009800 Curly-leaf pondweed Survey 04/13/21



APR 2021

Figure 1





SHINGLE CREEK WATERSHED MANAGEMENT COMMISSION

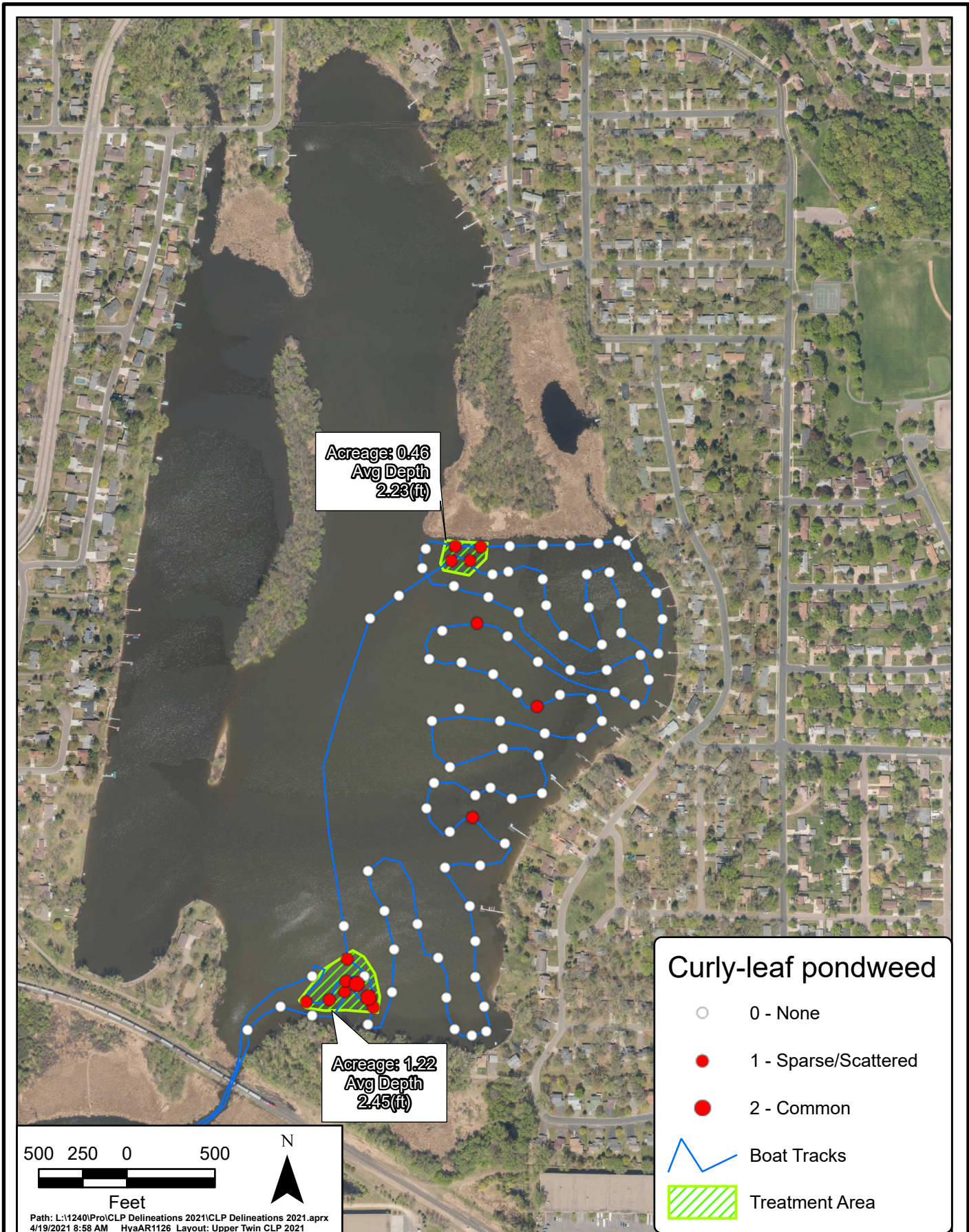
Pomerleau 27010000 Curly-leaf pondweed Survey 04/13/21



APR 2021

Figure 2





SHINGLE CREEK WATERHSED MANAGEMENT COMMISSION

Upper Twin 27004201 Curly-leaf pondweed Survey 04/15/2021

APR 2021

Figure 1

[illegible]