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April 4, 2024

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

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

Dear Commissioners and Members:

Regular meetings of the Shingle Creek and West Mississippi Watershed Management Commissions will be held Thursday, April 11, 2024, at Plymouth Community Center, 14800 34th Avenue North, Plymouth, MN. Lunch will be served at 12:00 noon and the meetings will convene concurrently at 12:45.

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

This month we will meet in the **Birch Room** which is on the main level (just beyond the Aspen Room where we met last year).

Please make your meal choice from the items below and email me at judie@jass.biz to confirm your attendance and your meal selection by **noon, Tuesday, April 9, 2024.**

Thank you.

Regards,

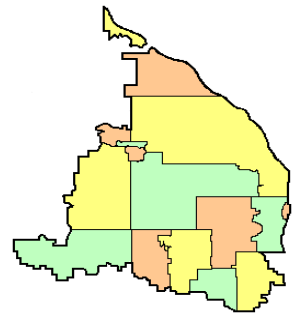
Judie A. Anderson
Administrator

cc: Alternate Commissioners Member Cites Troy Gilchrist TAC Members
Stantec Consulting Services BWSR MPCA HCEE

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Order your deli sandwich box lunch. Sandwiches come with lettuce, tomato and mayo. As an alternative you may specify your sandwich with **wheat bread or as an **unwich** (lettuce wrapped).**

- 1** Pepe – Ham and cheese
- 2** Big John – Roast beef
- 3** Totally Tuna – Tuna salad and cucumber
- 4** Turkey Tom – Turkey
- 5** Vito – salami, capocollo, cheese, onion, oil and vinegar, oregano-basil (no mayo)
- 6** The Veggie – double cheese, avocado spread, cucumber
- 14** Bootlegger Club – Roast beef and turkey



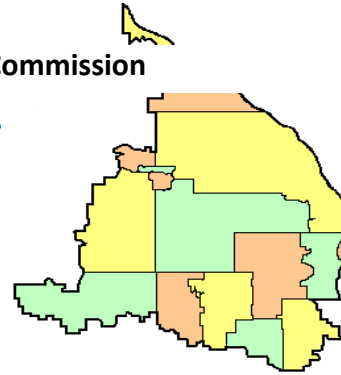
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A combined regular meeting of the Shingle Creek (SC) and West Mississippi (WM) Watershed Management Commissions will be convened Thursday, April 11, 2024, at 12:45 p.m. Agenda items are available at <http://www.shinglecreek.org/minutes--meeting-packets.html>. *Black typeface denotes SCWM items, blue denotes SC items, green denotes WM items.*

A G E N D A
April 11, 2024

- 1. **Call to Order.**
 - a. Roll Call.
 - b. Approve Agenda.*
 - c. Approve Minutes of Last Meeting.*
- 2. **Reports.**
 - a. Treasurer’s Report and Claims** - voice votes.
- 3. **Open Forum.**
- 4. **Project Reviews.**
 - a. SC2024-01 Prudential Redevelopment, Plymouth.**
- 5. **Water Quality.**
 - a. Eagle/Pike Lake Management Plan.*
 - 1) Cooperative Agreement.*
 - b. Twin and Ryan Lakes Carp Study – Work Order 24-04.*
 - c. 2023 Annual Water Quality Report.* shinglecreek.org/water-quality.html
 - d. 2024-2025 USGS Agreement.*
- 6. **Grant Opportunities.**
 - a. Colorado Avenue Infiltration Trench Application.**
- 7. **Education and Public Outreach.**
 - a. WMWA Update. – verbal.
 - 1) Grace - March update.*
 - b. Next WMWA meeting – via zoom. 8:30 a.m., May 14, 2024.
- 8. **Fourth Generation Watershed Management Plan.**
 - a. Revisions to Joint Powers Agreement.*
- 9. **Communications.**
 - a. Republic Services.*
 - 1) Email – Wm. Kuster.*
 - 2) Email – Ray Schoch.*
 - 3) Letter to Republic Services.*
 - b. Minneapolis Stormwater Management Program.*
 - c. Communications Log.*
 - d. Staff Report.*
 - 1) WBIF Convene Group.
 - 2) Maintenance Fund.
 - 3) Brookdale Park, Shingle Creek.
 - 4) Eagle and Pike Lake Management Plans.
 - 5) Grant project status.
 - e. 2023 Annual Activity Report.**
- 10. **Other Business.**
- 11. **Adjournment.**

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* In meeting packet or emailed ** Supplemental email / Available at meeting
Previously transmitted * Available on website √ Item requires action



REGULAR MEETING MINUTES

March 14, 2024

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

I. A joint meeting of the Shingle Creek Watershed Management Commission and the West Mississippi Watershed Management Commission was called to order by Shingle Creek Chair Andy Polzin at 12:45 p.m. on Thursday, March 14, 2024, at Plymouth Community Center, 14800 34th Avenue North, Plymouth, MN.

Present for Shingle Creek: David Mulla, Brooklyn Center; Silas Harris, Brooklyn Park; Randy Bergstrom, Crystal; Karen Jaeger, Maple Grove; Ray Schoch, Minneapolis; Bob Grant, New Hope; John Roach, Osseo; Andy Polzin, Plymouth; and Wendy Scherer, Robbinsdale.

Present for West Mississippi: David Mulla, Brooklyn Center; Silas Harris, Brooklyn Park; Gerry Butcher, Champlin; Karen Jaeger, Maple Grove; and John Roach, Osseo.

Also present were: Mitch Robinson, Brooklyn Park; Ben Perkey, Crystal; Derek Asche, Maple Grove; Nick Macklem, New Hope; James Kelly, Osseo; Ben Scharenbroich, Plymouth; Todd Shoemaker and Katie Kemmitt, Stantec; Troy Gilchrist, Kennedy & Graven; Judie Anderson, JASS; Mike Sorensen, Minneapolis Park and Recreation Board; and William Kuster, Crystal.

II. AGENDAS AND MINUTES.

Motion by Schoch, second by Jaeger to approve the **Shingle Creek agenda*** with the addition of item 6.c. Eagle Lake Pond Resilience Grant application. *Motion carried unanimously.*

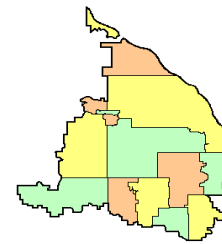
Motion by Butcher, second by Harris to approve the **West Mississippi agenda*** with the addition of item 6.d. letter of support for the Mississippi Gateway project.* *Motion carried unanimously.*

Motion by Schoch, second by Jaeger to approve the **minutes*** of the February 8, 2024, regular meeting with the correction of the spelling of Ray Schoch's last name in the last sentence of item IX.D. on page 5. *Motion carried unanimously.*

Motion by Butcher, second by Jaeger to approve the **minutes*** of the February 8, 2024, regular meeting. *Motion carried unanimously.*

[Mulla and Roach arrived 12:50 p.m.]

III. FINANCES AND REPORTS.



A. Motion by Schoch, second by Harris to approve the Shingle Creek **March Treasurer's Report* and claims** totaling \$61,621.62. Voting aye: Mulla, Harris, Bergstrom, Jaeger, Schoch, Grant, Roach, Polzin, and Scherer; voting nay: none.

B. Motion by Butcher, second by Jaeger to approve the **West Mississippi March Treasurer's Report* and claims** totaling \$33,299.22. Voting aye: Mulla, Harris, Butcher, Jaeger, and Roach; voting nay: none.

IV. OPEN FORUM.

William Kuster was present to speak about a pervasive litter problem generating from the **Republic Services Minneapolis Recycling Center** located in the Camden Industrial neighborhood of North Minneapolis. He also shared photos of the scene. He stated that some of the wind-blown litter from the Recycling Center ends up in Shingle Creek, which is adjacent to the recycling center, and is then carried to the Mississippi River which is only about 1/4 mile downstream from the facility. He was provided with the appropriate phone number at the Minnesota Pollution Control Agency to express his concerns.

Motion by Mulla, second by Harris requesting the Commission to write a letter to the City of Minneapolis, Republic Services, and the MPCA regarding this situation. *Motion carried unanimously.* Shoemaker informed the members that Stantec wrote the permit for the facility and volunteered to write the letter.

V. OLD BUSINESS.

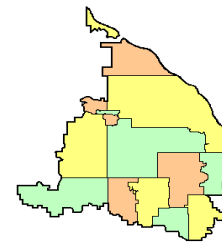
VI. PROJECT REVIEWS.

VII. WATER QUALITY.

A. EAGLE AND PIKE LAKES INTERNAL LOAD PROJECT. The Shingle Creek Commission has previously discussed a potential Lake Management Plan for Eagle and Pike Lakes, similar to those recently completed on Bass, Pomerleau, Meadow, and Crystal Lakes. These plans typically have included alum treatments to reduce internal phosphorus load; aquatic vegetation and fish management; and intensive monitoring over three to four years to comprehensively and systematically improve lake water quality. Eagle and Pike Lakes are slated to begin this process in 2024. The purpose of this item is to initiate the Lake Management Plan process so that monitoring and project preparation can be completed this spring/summer and alum treatments can be applied as soon as this Fall.

The Commission previously studied the Eagle Lake subwatershed through the Cedar Island, Pike, and Eagle Lakes Nutrient TMDL completed in 2010 and in the TMDL 5-year review. The TMDL concluded that internal load management, biological management, and reduction of nonpoint sources of phosphorus in the watershed by retrofitting Best Management Practices (BMPs) would have the most impact on reducing phosphorus load and improving water quality. The TMDL 5-Year review identified 39% and 29% reductions in TP for Pike and Eagle lakes, respectively. Pike Lake Subwatershed Assessments were completed in 2017 and 2019 and identified general practices to reduce the watershed load to that lake.

In 2023, the Commission authorized Stantec to complete the Eagle Lake Subwatershed Assessment that built on the previous studies to identify specific locations for BMPs in the Eagle Lake



subwatershed and evaluate internal loading in both lakes. The Eagle Lake SWA is still being finalized, but sediment core data collected in Summer 2023 and presented to the Commission in August indicated a need for internal load management in both lakes. The Commission’s Fourth Generation Plan includes a 2024 project to complete Lake Management Plans for Eagle and Pike Lakes, including targeted monitoring; alum treatments to control internal phosphorus load; aquatic vegetation monitoring and treatment; and, if necessary, rough fish management.

The Commission submitted a Clean Water Fund Projects & Practices grant to BWSR in August 2023 for \$527,500 (\$337,500 grant and \$190,000 match) to fund the Eagle and Pike Lakes internal load project but did not receive an award. Based on the findings of the internal load assessment for the lakes and discussions with the City of Maple Grove and the Commission, Staff recommend proceeding in 2024 with the Lake Management Plan for these lakes using Commission funding.

Similar to previous projects, Staff recommend that at this meeting the Commission consider ordering the overall project, which would proceed in three actions: first, approve the project; second, authorize a work order for Stantec to perform the professional services associated with the project; and third, authorize entering into a cooperative agreement with Maple Grove to serve as the contracting agent for the alum treatments. Future aquatic vegetation management would be completed under separate contract with a specialized contractor.

This project is listed on the Shingle Creek Capital Improvement Program for 2024, and typically the Commission would consider levying for it in Fall 2024. The Commission maintains the Closed Projects account in which to deposit levy funds that are “left over” when CIP projects are completed for less than the amount levied. The Commission has designated that those funds are to be used for limited purposes: to cover overages when CIP projects exceed the budget; to fund additional projects; or to complete special studies such as feasibility studies to help define and scope future CIP projects and to prepare them for grant applications. Staff recommend this project be funded through the Closed Projects Account rather than being levied for in 2024.

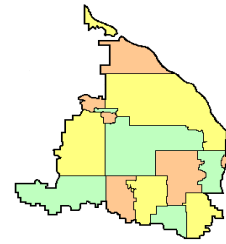
Stantec’s **Work Order 24-02** dated March 7, 2024, and revised March 12, 2024, provides a Scope of Work comprised of four tasks:

Task 1 – Engineering Support for alum treatments, with the City of Maple Grove acting as the contracting agent for the treatments from Fall 2024 to Fall 2026. \$11,424.

Task 2 – Phosphorus Monitoring. Additional monitoring outside regularly scheduled monitoring comprised of collecting sediment cores and conducting water quality monitoring over two summers, 2025 and 2027. \$31,850.

Task 3 – Submersed Aquatic Vegetation (SAV) Monitoring. 2025 and 2027 early and late summer monitoring following alum treatments to assess response of the aquatic plant community. \$32,140.

Task 4 – Aquatic Invasive Species (AIS) Delineations and Permitting. Herbicide treatment and hand-pulling of curly-leaf pondweed and Eurasian watermilfoil. Early spring/summer for up to five years. \$47,890.



Total labor costs = \$105,544; total expenses = \$17,760. Total Stantec fee = \$123,304.

Contractor Fee Estimates.

Task 1 – Alum Application for both lakes - \$340,000.

Task 2 – Herbicide treatments and hand-pulling for up to five years - \$12,000.

Estimated contractor fees = \$352,000.

At its meeting earlier today, the Technical Advisory Committee (TAC) recommended that the Commission approve this project, authorize the work order, enter into a cooperative agreement with the City of Maple Grove, and fund the project from the Closed Project Account.

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

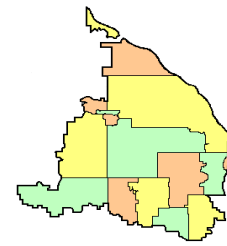
B. 2024 Proposed Maintenance Fund Activities.

In 2022 the Commissions approved a Maintenance Fund intended to maintain, repair, or replace Commission-led projects to continue providing water quality benefits. Projects considered for Commission funding under the Maintenance Fund are described in the policy* (included in the meeting packet for reference).

1. Bass Lake Curly-leaf Pondweed Management. Bass Lake has been treated with diquat herbicide for four consecutive years for curly-leaf pondweed (CLP). CLP is persistent and often requires up to seven years of treatment per DNR recommendation. Bass Lake requires additional CLP management in 2024. This additional year of management includes: (1) Curly-leaf pondweed delineation and mapping; (2) Herbicide treatment permitting and coordination; and (3) Contract with herbicide applicator and application oversight.

The cost of the herbicide treatment will depend on the applicator, the delineated area of CLP growth, and the unit price of diquat herbicide, which is market-dependent. The expected cost of the herbicide application including applicator fees and materials is \$4,000. Because the window between when the delineation area is approved by the DNR and when the optimal treatment window occurs is narrow, Stantec recommends that the Commission provide authorization for application to proceed immediately after obtaining the quote. The contract will be reviewed by the Commissions’ attorney before application and will be brought to the following meeting for ratification. (A draft services agreement* is included in the meeting packet.) If the applicator fees are substantially more than estimated, Stantec will contact the Chair and get his decision and approval to proceed.

2. Ryan Creek Carp Barrier Maintenance. The Ryan Creek carp barrier installed on Ryan Creek off of France Avenue functions as the first step in carp population control in the Twin Lakes chain. The fish barrier at France Avenue (outlet of Twin Lakes to Ryan Lake) frequently clogs, reducing flow capacity through the barrier and flooding backyards of adjacent properties. Stantec and City staff must routinely clean the barrier when it gets clogged, particularly in the spring with snowmelt. Staff recommends budgeting \$6,664.56 from the Maintenance Fund for carp barrier cleaning and maintenance in 2024. Site



visits involve two staff entering Ryan Creek with equipment and yard waste bags for removing debris. Site visits typically last 1-2 hours. Stantec will complete up to 6 site visits in 2024 under the proposed budget.

3. Stantec’s Work Order 24-03 dated March 7, 2024 shows Stantec fees for the Bass Lake project of \$5,200.04 and for the Ryan Lake project of \$6,664.56. Estimated contractor fee for the Bass Lake project is \$4,000.

The Technical Advisory Committee recommended approval of the 2024 maintenance activities as described and to fund them from the Commission’s Maintenance Fund.

Motion by Schoch, second by Jaeger to approve the two projects as described in Work Order 24-03. *Motion carried unanimously.*

C. COLORADO AVENUE INFILTRATION TRENCH FEASIBILITY STUDY.*

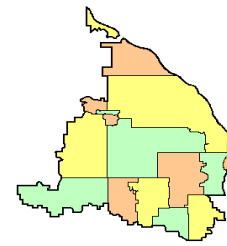
The Shingle Creek Watershed Management Commission completed the Gaulke Pond Sub-watershed Assessment in 2023. That study identified eleven potential practices to reduce runoff volume within the watershed, which were ranked according to runoff reduction volume, watershed area, construction cost, lifetime cost, and cost per acre-foot infiltrated and rated the Colorado Avenue infiltration trench as the highest ranked practice to reduce flooding and improve water quality within the Gaulke Pond Watershed. The study also recommended the Commission study the trench location and design in more detail before final design because of its potential proximity to the adjacent drinking water reservoir. The Commission subsequently applied for and received a grant* from the MPCA to study the trench feasibility. Work Order 24-01* dated March 7, 2024, details the tasks and costs to complete the feasibility study.

The scope of work focuses on a geotechnical evaluation to guide design of an infiltration trench adjacent to an underground drinking water reservoir.

Task 1 – Site Survey & Assessment. The project area will be surveyed for topography, utility locations, and site boundaries. Soil borings have already been collected at the site location by the City of Crystal and will be analyzed as part of this task. Record drawings of the nearby reservoir and pump station will also be reviewed as part of this task. Timeframe: April 2024

Task 2 – Geotechnical Evaluation. Staff will evaluate existing information to determine the presence of potential contamination, proximity of the proposed infiltration trench to the underground drinking water reservoir, key design features, and the potential slope stability concerns during construction/excavation of the infiltration trench. It involves assessing the groundwater regime, soil stratigraphy, and hydraulic conductivity of the soil as it affects the functioning of the infiltration facility as well as an evaluation of the geotechnical stability of the facility. Timeframe: May – August 2024

Task 3 – Reporting. A feasibility study report will be completed that includes results/recommendations from the geotechnical evaluation. The report will also feature an update to the Shingle Creek PC-SWMM model that includes the infiltration trench and the water quantity benefit, and an updated conceptual design based on the geotechnical evaluation and design infiltration rate. Timeframe: September-February 2025



Fee estimate. Stantec will execute the scope of work for this project for \$20,140. Labor costs total \$19,956; expenses total \$184.

The Technical Advisory Committee recommended that the Commission accept the MPCA Community Resiliency Grant for the Colorado Avenue Infiltration Trench Feasibility Study in the amount of \$18,309, provide \$1,831 matching funds from the Closed Project Fund, and approve the Scope of Work as outlined.

Motion by Schoch, second by Mulla to approve the recommendation by the TAC. *Motion carried unanimously.*

VIII. GRANT OPPORTUNITIES.

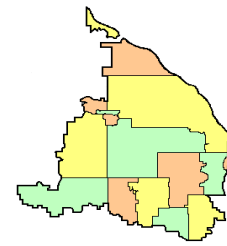
A. The Minnesota Pollution Control Agency (MPCA) is soliciting applications for their **Implementation Grants for Stormwater Resilience** program. Over \$35 million is available to fund implementation of stormwater projects such as retention ponds, rain gardens, and infiltration basins. Applications are due April 11, 2024, at 4:00 p.m. As part of the nearly completed Eagle Lake Subwatershed Assessment, the Commission identified a project in Maple Grove as a top priority watershed BMP. The project is an infiltration basin in Eagle Woods Park. Stantec will draft a grant application for the pond project to be reviewed at the April Commission meeting ahead of submittal. The TAC recommended that the Commission authorize Staff to proceed with the grant application.

Motion by Jaeger, second by Schoch, to authorize Staff to proceed with the application. *Motion carried unanimously.*

B. Brian Vlach, Three Rivers Park District, has requested a letter* from the West Mississippi Watershed Management Commission in support of TRPD's application for a **Legislative Citizen Commission on Minnesota Resources (LCCMR) Environment and Natural Resources Trust grant** for the Mississippi Gateway Shoreline Stabilization project. Last fall, the Commission wrote a letter of support to fund this project through the DNR's Conservation Partner's Legacy program; however, it did not receive funding. The request from the Trust is for \$735,000, with partners (City of Brooklyn Park, the National Park Service, and the Commission) also contributing funds to the project. The total cost of the project is \$1,315,936.

IX. EDUCATION AND PUBLIC OUTREACH.

A. Chloride. Grace Barcelow, the shared Education and Outreach Coordinator with Hennepin County, has developed a new media kit,* included in the meeting packet, for use by the WMWA watershed and city partners. This is the first of what she hopes will be monthly communications. This kit is focused on the chloride consultations that are underway with managers of faith-based facilities. It provides background information on the purpose of these consultations, what is hoped to be gained through the consultations, and resources to further educate and engage users regarding the proper use of chloride, including sample newsletter articles and social media posts. The kit includes a link to a flier and drives readers to the WMWA web page on chloride use. She is developing a mailing list of contacts at each of the member cities and will be providing similar types of media kits on various topics throughout the year.



B. Watershed PREP 2023 Statistics. WMWA staff have compiled the participation statistics for 2023 for education and outreach efforts through Watershed PREP. These were provided by Jessica Sahu Teli, the WMWA educator. Classroom activities have bounced back from the pandemic levels, and Jessica is developing new lessons and opportunities for outreach.

In 2023 about 1,800 students participated in each of the two standardized lessons: *What is a Watershed?* and *The Incredible Journey*. In addition, Jessica interacted with an additional 1,300 students in elementary and middle school classes learning about topics such as native plants, how to maintain a rain garden, and hands-on planting a rain garden. Just over 200 students played the “Watershed Game,” which is a hands-on board game where participants learn about what causes water pollution and what can be done to help prevent and treat it.

Since the program began in 2013, over 22,000 students have participated in Lesson 1 and over 9,000 in Lesson 2. While not all eligible schools participate, there has been a core group of schools over the years, and Jessica continues to work to broaden the program and its reach.

C. Registration for the **Blue Thumb Spring Workshops** is now open.* Register for the workshops at <https://bluethumb.org/events/>.

D. **West Metro Water Alliance (WMWA)** will meet via Zoom at 8:30 a.m., April 9, 2024.

X. COMMUNICATIONS.

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

B. **March Staff Report.***

1. The **Watershed Based Implementation Funding (WBIF) Convene Group** identified at the Commissions’ February meeting held their first meeting for the FY2025 funding round on Wednesday March 6, 2024. Funding requests can be made as soon as July 1, 2024. During the meeting, the group generated a list of ideas for funding, which included:

a. Continuing and expanding the Hennepin County Shared Education & Outreach Coordinator position

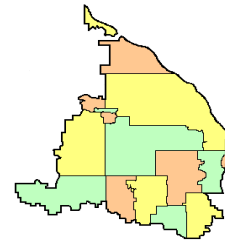
b. Continuing and expanding the Hennepin County Chloride Initiative work, including potentially incorporating a chloride lesson into WMWA programming

c. A stream assessment of Oxbow Creek in West Mississippi

d. Purchasing of new ice/snow removal equipment for City of New Hope

Stantec staff will work with BWSR, County staff, and other adjacent watersheds to scope out project milestones and costs associated with some of the generated ideas. The next convene meeting will be held in mid- to late April.

2. **FAIR School, Crystal, MN.** Staff met with Kayla Westerlund from the Trust for Public Land (TPL) on February 27, 2024. TPL is working with Brooklyn Center Elementary and the FAIR School in Crystal to improve play space, landscaping, and stormwater management. TPL goals generally align with the Shingle Creek Partnership Cost Share program, so applications for each project may be forthcoming.



Additionally, TPL staff will be conducting environmental education at the FAIR School from March through May. At TPL's request, Shingle Creek staff will be assisting with the water unit on March 15. Staff will discuss "green careers" related to watershed management and use the nearby and recent Gaulke Pond subwatershed study as an example exercise.

3. Metropolitan Council Metro Area Water Supply Plan. During development of the 2015 *Water Supply Plan*, the Met Council recognized a need for "subregional" plans rather than one plan for the entire Twin Cities metropolitan area. Staff attended workshops on January 19 and February 29, so Met Council staff could gather information to guide development of the next Metro Area Water Supply Plan for the Northwest subregion. The purpose of the Water Policy Plan is to guide the region towards a future where water is clean and abundant, the benefits of water services are maximized, risks and negative outcomes are minimized, and uses are sustainable, ensuring the needs of future generations can be met. The Metro Area Water Supply Plan will be a section within the Water Policy Plan.

Met Council prepared the draft Northwest Subregional chapter (included in the meeting packet) prior to the February 29 workshop. A revised draft is being prepared as a result of that workshop, which allowed participants to review issues and action steps from other regions as a way to refine their own subregional plan.

4. Education and Outreach. Staff met with the Maple Grove Lake Quality Commission to discuss upcoming potential improvements on Eagle and Pike Lake and to gain input on a WMWA proposal to provide targeted shoreline restoration/resilient yard workshops and technical/financial assistance through the WBIF grant funds. Staff will attend the April 2, 2024, Eagle Lake Association Annual Meeting to discuss upcoming improvements.

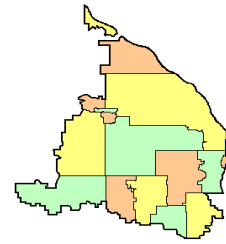
5. Project Updates.

a. Brookdale Park, Shingle Creek. Stantec is currently developing preliminary (30%) design plans for stabilization and remainder of the creek within this project area. The City of Brooklyn Park will review the draft plans mid-March and Staff anticipate presenting the plans at the April Commission meeting.

b. Mississippi Riverbank Stabilization Feasibility Study. Last fall, City, County and Stantec staff attempted to reach property owners (approximately 55) who were previously interested in stabilizing their Mississippi River shoreline. To date, they have only received responses from approximately eight property owners. The staffs will be meeting in the next 1-2 weeks to discuss alternative engagement strategies and next steps.

c. Eagle Lake Subwatershed Assessment. Watershed staff continues to coordinate with City staff on which prioritized BMP should proceed to 30% design. The highest ranked BMP is no longer viable because it is within a city park and would likely require tree removals and permanent occupation of existing green space.

Watershed and city staff will discuss the next steps during the week of March 11. They will likely proceed with the second-highest ranked option because the space is already dedicated to stormwater management and there is easy access for construction and maintenance.



6. The status of the various grant and cost share projects as well as encumbrances are shown on the last page of the report.

XI. OTHER BUSINESS.

There being no further business before the Commissions, the joint meeting was adjourned at 1:58 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Judie A. Anderson".

Judie A. Anderson
Recording Secretary
JAA:tim

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To: Shingle Creek WMO Commissioners

From: Katie Kemmitt
Todd Shoemaker, P.E.

Date: April 2, 2024

Subject: Eagle and Pike Lakes Internal Load Management Cooperative Agreement

Recommended Commission Action	Authorize entering into a Cooperative Agreement with the City of Maple Grove for the Eagle and Pike Lakes Internal Load Management project.
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At the March Commission meeting, the Shingle Creek WMO ordered the Eagle and Pike Lakes Internal Load Management project, which will include alum treatments and vegetation management on Eagle and Pike Lakes.

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 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.

Attached is a draft Agreement for this project. It is still being reviewed by the WMO's attorney, and will then go to the City's attorney for review. Staff recommends that the Commission authorize execution of the agreement once it has received approval from the City and Commission attorneys.

**COOPERATIVE ~~AND SUBGRANT~~ AGREEMENT
FOR
BASS AND POMERLEAU LAKES ALUM TREATMENT EAGLE AND PIKE LAKES INTERNAL LOAD -
PROJECT**

This Cooperative ~~and Subgrant~~ Agreement ("**Agreement**") is made as of this ___ day of _____, 20~~2418~~ by and between the Shingle Creek Watershed Management Commission, a joint powers watershed management organization, ("**Commission**") and the City of ~~Plymouth~~ Maple Grove, a Minnesota municipal corporation, ("**City**"). The Commission and the City may hereinafter be referred to individually as a "party" and collectively as the "parties."

RECITALS

- A. On ~~April-May~~ 11, 20~~213~~, the Commission and the West Mississippi Watershed Management Commission jointly adopted the Shingle Creek and West Mississippi Third Generation Watershed Management Plan ("**Plan**"), a watershed management plan within the meaning of Minn. Stat. § 103B.231.
- B. The Plan includes a capital improvement program ("**CIP**") that lists a number of water quality project capital improvements.
- C. The water quality projects identified in the CIP include the ~~Bass and Pomerleau Alum Eagle and Pike Lakes Internal Load Management Treatment~~ Project ("**Project**"), which is more fully described in the attached Attachment One.
- D. The Plan specifies that projects in the CIP will be partially funded by a County tax levy under Minn. Stat. § 103B.251.
- ~~E. The Commission entered into a grant agreement related to the Project with the Minnesota Board of Water and Soil Resources ("**BWSR**") effective as of May 16, 2018, a copy of which is attached hereto as Attachment Two ("**BWSR Grant Agreement**").~~
- ~~F. The BWSR Grant Agreement provides that BWSR will grant the Commission a sum not to exceed Two Hundred Sixty Seven Thousand Forty and No/100 Dollars (\$267,040.00), which funds are to be used for the Project to perform the duties and tasks specified in the BWSR Grant Agreement.~~
- ~~G. E. On August 9~~ March 14, 20~~2418~~, the Commission adopted a resolution ordering the Project, directing that it be constructed by the City and that the Commission's share of the Project costs be funded from a levy previously certified to Hennepin County, ("**County**") in accordance with Minn. Stat. § 103B.251.
- ~~H. The Commission and City have agreed for the City to assume, as subgrantee, certain duties and responsibilities of the Commission, as grantee, under the BWSR Grant Agreement in consideration of receiving a portion of the funds provided for in those grant agreement and subject to the terms, conditions, and limitations set forth therein.~~

Commented [KK1]: Change wording to 'approved work order'?

~~4.F.~~ The City is willing to construct the Project and to perform the duties as a subgrantee in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. Project. The Project will consist of the work required to construct the improvements in the City as more fully described in Attachment One.
2. Contract Administration. The City will award the contract for the Project in accordance with the requirements of law. The City will award the contract and supervise and administer the construction of the Project to ensure that it is completed in accordance with the scope of the Project identified in Attachment One. The City will require the contractor to name the Commission as additional insured on all liability policies required by the City of the contractor and the Commission shall be given the same notification of cancellation or non-renewal as is given to the City. The City will require that the contractor defend, indemnify, protect and hold harmless the Commission and the City, their agents, officers, and employees, from all claims or actions arising from performance of the work of the Project conducted by the contractor. The City will supervise the work of the contractor. However, the Commission may observe and review the work of the Project until it is completed.
3. Contract Payments. The City will pay the contractor and all other expenses related to the construction of the Project and keep and maintain complete records of such costs incurred.
4. Commission Reimbursement. Reimbursement to the City will be made as soon as funds are available provided a request for payment has been received from the City providing such detailed information as may be requested by the Commission to substantiate costs and expenses.
5. Limits on Reimbursement. The total reimbursement paid by the Commission to the City for the Project will not exceed the cost of the alum treatment contract, estimated to be ~~One-Three~~ Hundred ~~Ninety-Five-Forty~~ Thousand Dollars (\$~~340195~~,000). Reimbursement will not exceed the costs and expenses incurred by the City for the Project, less any amounts the City receives for the Project as grants from other sources. All costs of the Project incurred by the City in excess of such reimbursement, including all costs incurred in excess of estimated project costs due to unforeseen conditions or any other cause, shall be borne by the City or secured by the City from other sources.
6. ~~Grant Agreement. The Commission agrees to forward to the City the funds the Commission receives from the BWSR Grant Agreement for the Project based upon approved reimbursement requests received from the City and conditioned on City's continuing compliance with its obligations under this Agreement.~~

~~7. City Obligations as Subgrantee. The City will perform and satisfy certain obligations of the Commission under the Grant Agreement. Specifically, but without limiting the foregoing, the City will perform all of the following with respect to the Project and in satisfaction of the obligations of the Grant Agreement:~~

- ~~(a) The City will perform, or participate in, all elements of the Project as described or otherwise identified in the Grant Agreement, as it may be amended, and will properly document expenses, including time and materials, in the manner expressed in the Grant Agreement and will provide information to the Commission to aid in accurate grant reporting as required in the Grant Agreement. Any amendments made to the Grant Agreement, including its exhibits, are incorporated in and made part of this Agreement by reference.~~
- ~~(b) The City will comply with all requirements and conditions of the Grant Agreement applicable to the Project that, by their nature, must be performed by City rather than Commission and that are conditions of award of funds under the Grant Agreement.~~
- ~~(c) The times of performance and expiration of City's obligations under this Agreement shall be as provided in the Grant Agreement.~~
- ~~(d) The City will provide invoices for reimbursement in accordance with the requirements of the Grant Agreement.~~
- ~~(e) The City will take all other actions as are needed to ensure compliance with the Grant Agreement and provide such information and assistance to the Commission as may be needed to ensure the Commission can comply with the requirements of the Grant Agreement that, by their nature, must be performed by the Commission rather than the City.~~

8.6. Indemnification. The City will defend, indemnify, protect and hold harmless the Commission and its agents, officers, and employees, from any claims arising out of conducting the Project, including environmental claims. Nothing herein shall be deemed a waiver of the limitations of liability in Minnesota Statutes, chapter 466.

9.7. Audit. All City books, records, documents, and accounting procedures related to the Project are subject to examination by the Commission and either the State Auditor or the Legislative Auditor for at least six years after completion of the Project.

10.8. Data Practices. The City shall retain and make available data related to the letting of contracts and construction of the Project in accordance with the Minnesota Government Data Practices Act.

11-9. Legal Compliance. The City is responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances and for securing all required permits related to the Project.

12-10. Term. This Agreement shall be in effect as of the date first written above and shall continue until the Project is fully constructed and all obligations under the Grant Agreement have been completed. The indemnification, data practices, audit, and ongoing maintenance obligations set out herein shall survive the termination of this Agreement.

13-11. Entire Agreement. The above recitals and the attachments attached hereto are incorporated in and made part of this Agreement. This Agreement contains the entire understanding between the parties regarding this matter and no amendments or other modifications of its terms are valid unless reduced to writing and signed by both parties.

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

**SHINGLE CREEK WATERSHED
MANAGEMENT COMMISSION**

By: 4

And by: _____

~~And by: jff~~
Secretary

CITY OF ~~PLYMOUTH~~MAPLE GROVE

By: _____
Its Mayor

And by: _____
Its City Manager

ATTACHMENT ONE
Bass and Pomerleau AlumEagle and Pike
Internal Load Treatment Project

Overall Project Narrative:

The project is the application of aluminum sulfate (alum) into the water column of Bass-Eagle Lake and Pomerleau-Pike Lake in the City of Plymouth-Maple Grove to control the internal loading of phosphorus from the sediments of the bottom. Sediment core release rates suggest the current internal load in Bass-Eagle Lake is about 21479 pounds per year and the target load reduction of 48946 pounds P/year is a 2993% reduction. For Pomerleau-Pike the current internal load is about 19142 pounds per year. The target load reduction of 262430 pounds P/year is a 3992% reduction. Alum dosing calculations indicate that these reductions are feasible and well within the range achieved on other Minnesota lakes.

Alum will be applied to each lake in two doses two years apart. ~~Sediment cores will be taken between the doses to verify or revise the second application dosing.~~ Sediment cores taken at the conclusion of the project will be tested to determine the final sediment release rate and compute the achieved load reduction.

532766vl TJG SH220-J

ATTACHMENT TWO
BWSR Grant Agreement

(attached hereto)

To: Shingle Creek Watershed Management Commission

From: Todd Shoemaker PE
Dendy Lofton, PhD, CLM

Date: April 3, 2024

Subject: Twin and Ryan Lakes Carp Study

Recommended Commission Action	For review and approval.
Proposed Budget	\$38,000
Funding	From Closed Projects Account (available balance ~ \$370,000)

Introduction

This Work Order authorizes staff to update the carp population study in the Twin Lake chain of lakes to assess current conditions and plan for future carp management actions.

Background

The Commission estimated the carp population and movement in 2016-2017 using the mark and recapture/electrofishing technique and following a procedure outlined in Bajer and Sorenson (2012) to estimate the carp population numbers and biomass. Literature and lake management experience suggest that carp and other rough fish can have negative impacts to water quality and the ecosystem when the biomass of the carp exceeds 89 lb/acre. The Commission estimated total biomass pre-management actions at just over 56,800 lbs, which is approximately 177 lb/acre across the Twin Lakes chain.

In 2018 and 2019, approximately 14,450 pounds of carp were removed from the lake system, or about 44% of the amount necessary to bring the population down to a more manageable level. The tracking also verified that the fish were moving freely between Upper, Middle, and Lower Twin Lakes as well as moving into Ryan Lake via Ryan Creek. Part of that overall project included installing a barrier on Ryan Creek at France Avenue to prevent carp movement between the Twin Lake chain and Ryan Lake/Creek and Shingle Creek downstream. More information on previous work can be found at [Twin Lake Carp Management \(shinglecreek.org\)](http://Twin Lake Carp Management (shinglecreek.org)).

No additional carp management has been performed on this lake system since 2019. The Commission is interested in 1) updating the population estimate to determine current conditions and the magnitude of the need for additional carp harvesting; 2) updating our understanding of how the fish are moving into and out of the system; 3) evaluating whether the carp barrier continues to be necessary, or if it can be moved or modified.

Scope of Work

Task 1 – Conduct Common Carp Surveys

- Stantec will apply for a fisheries research permit from the MN DNR prior to conducting the 2024 electrofishing surveys.
- Between August and October 2024 when water temperatures are between approximately 25°C and 15°C three catch per unit effort boat electrofishing surveys will be conducted according to methods outlined in Bajer and Sorensen 2012.
- Each survey event is anticipated to take one to two days of field work (depending on the amount of fish captured).
- Each captured common carp will be measured for length and weight and returned to the lake.
- A Stantec senior fisheries biologist will conduct one site visit to observe the current state of the existing carp barrier at France Ave.

Task 1 Deliverables:

- Fisheries Research Permit
- Raw data
- Map of transects

Task 2 – Data Analysis and Reporting

- Stantec will estimate the common carp density in the Twin Lake system using catch per unit effort methods outlined by Bajer and Sorenson 2012. The time spent electrofishing, the number of individuals and total biomass of captured carp will be used in a regression model to generate a population and biomass estimate.
- A Stantec water resources engineer will evaluate the hydraulic and hydraulic conditions near the weir upstream of the carp barrier to estimate the frequency and duration of flow events that exceed the elevation of the weir.
- Stantec will use the Commission PCSWMM model, available Twin Lake elevation data, and interviews with City of Robbinsdale staff to estimate the frequency of flow conditions that would allow carp passage over/through the barrier and facilitate migration between Ryan Lake and Twin Lakes.
- Stantec will summarize our findings in a technical memorandum which will include field methods and calculation of population estimates, comparison to historic survey results and calculated population estimates. Densities will be compared to those in previous surveys and the established density threshold (89 lb/acre)¹, where exceedance increases the likelihood of negative impacts on ecology and water quality in MN lakes.

Task 2 Deliverables:

- Draft technical memo
- Final technical memo

¹ Bajer P.G. and P.W. Sorensen. 2012. Using Boat Electrofishing to Estimate the Abundance of Invasive Common Carp in Small Midwestern Lakes. North American Journal of Fisheries Management 32(5): 817-822.

Task 3 – Project Management, Meetings and Coordination

- Katie Kemmitt will serve as the Project Manager for this project. Katie will be the primary contact and will provide regular updates on project progress, schedule and deliverables.

Assumptions

- Stantec assumes that all three Twin Lakes are accessible by electrofishing boat. Further, we assume that the boat launches on all three lakes will be available to us if the lake level is too low for comfortable travel in the channel between them.

Fee Estimate

Stantec will execute the scope of work described above for the fee outlined below on a time and materials basis and according to the Master Services Agreement with Stantec. We will not exceed the amount indicated without prior authorization from the Shingle Creek Watershed Management Commission.

No.	Description	HRS	TASK TOTALS		FEE
			LABOR	EXPENSES	
1	Conduct Common Carp Surveys	154	\$21,848	\$1,218	\$23,066
2	Data Analysis and Reporting	88	\$13,224		\$13,224
3	Project Management, Meetings and Coordination	14	\$1,710		\$1,710
TOTALS		256	\$36,782	\$1,218	\$38,000

To: Shingle Creek/West Mississippi WMO Commissioners

From: Katie Kemmitt
Ali Stone

Date: April 4, 2024

Subject: 2023 Annual Water Quality Report

**Recommended
Commission Action**

For review and information.

Below is a link to the 2023 Annual Water Quality report. Ali Stone will attend the April 11, 2024 meeting to present the findings. The full report and technical appendices will be available at shinglecreek.org/water-quality.html.

The Shingle Creek and West Mississippi Watersheds monitor:

- To quantify the current status of streams and lakes throughout the watershed and compare to water quality standards.
- To quantify changes over time, or trends, in stream and lake water quality
- To identify problem areas for potential BMPs
- To quantify the effectiveness of implemented BMPs throughout the watershed

Typical water quality parameters the Commission samples for are total phosphorus, ortho-phosphorus, total suspended solids, chloride, and chlorophyll-a. These parameters tell us about pollutants in the water, water clarity, and the ecological health of the lake/stream.

The Shingle Creek and West Mississippi Watershed Management Commission chooses sites for monitoring according to the monitoring program set forth in the Fourth Generation Watershed Plan. In 2023, the watershed monitored the following sites:

Shingle Creek

- Bass Creek (BCP)
- Shingle Creek (SC-0, SC-3, USGS site @ Queen Ave)
- Upper and Middle Twin Lakes
- Meadow Lake
- Eagle and Pike Lakes

West Mississippi

- 65th Avenue Outfall
- Environmental Preserve outlet

Meadow Lake and Eagle and Pike Lakes were all monitored under special projects but are included in the Water Quality Report for completeness.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Upper Midwest Water Science Center

Minnesota Office
2280 Woodale Drive
Mounds View, MN 55112
763.783.3100

Wisconsin Office
1 Gifford Pinchot Drive
Madison, WI 53726
608.828.9901

Michigan Office
5840 Enterprise Drive
Lansing, MI 48911
517.887.8903

February 2, 2024

Ms. Judie Anderson
Elm Creek Watershed Management Commission &
Shinglecreek Watershed Management Board
3235 Fernbrook Lane
Plymouth, MN 55447

Dear Ms. Anderson:

Attached are the signed originals of our standard joint-funding agreement for Elm Creek Conservation Management for the operation and maintenance of a gaging station and water-quality sampling on Elm Creek near Champlin, during the period October 1, 2023 through September 30, 2025 in the amount of \$46,700 from your agency. U.S. Geological Survey contributions for this agreement are \$40,000 for a combined total of \$86,700. Also the Shingle Creek Watershed Commission for the operation, and maintenance of specific conductance and water temperature monitoring instrumentation at Shingle Creek at Queen Avenue in Minneapolis, during the period October 1, 2023 through September 30, 2025 in the amount of \$7,600 from your agency. U.S. Geological Survey contributions for this agreement are \$6,906 for a combined total of \$14,506. Please sign and return one fully-executed original of each to Lisa L Syde-Hagen at lsyde-hagen@usgs.gov.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Angela Hughes by email at amhughes@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

**STEVEN
PETERSON**

Digitally signed by
STEVEN PETERSON
Date: 2024.02.12
09:05:03 -06'00'

Steve Peterson
Center Director

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2023, by the U.S. GEOLOGICAL SURVEY, Minnesota Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Shingle Creek Watershed Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation, and maintenance of specific conductance and water temperature monitoring instrumentation at Shingle Creek at Queen Avenue in Minneapolis, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$6,906 by the party of the first part during the period October 1, 2023 to September 30, 2025
- (b) \$7,600 by the party of the second part during the period October 1, 2023 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/fsp/>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001443
Agreement #: 24NKJFA206
Project #: NK00-LZN03
TIN #: 41-1500004

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: James Fallon
Supervisory Hydrologist
Address: 2280 Woodale Drive
Mounds View, MN 55112
Telephone: (763) 783-3255
Fax: (763) 783-3103
Email: jfallon@usgs.gov

Customer Technical Point of Contact

Name: Judie Anderson
Address: 3235 Fernbrook Lane
Plymouth, MN 55447
Telephone: (763) 553-1144
Fax: (763) 553-9326
Email: judie@jass.biz

USGS Billing Point of Contact

Name: Angela Hughes
Admin. Operations Asst.
Address: 2280 Woodale Drive
Mounds View, MN 55112
Telephone:
Fax:
Email: amhughes@usgs.gov

Customer Billing Point of Contact

Name: Judie Anderson
Address: 3235 Fernbrook Lane
Plymouth, MN 55447
Telephone: (763) 553-1144
Fax: (763) 553-9326
Email: judie@jass.biz

U.S. Geological Survey
United States
Department of Interior

Shingle Creek Watershed Commission

Signature

By STEVEN PETERSON  Date: _____
Name: Steven Peterson
Title: Center Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Dear WMWA partners,

Below is a brief update on work completed since the March 12th WMWA meeting, and what we can look forward to completing in the upcoming month.

What have we been working on since the March WMWA Meeting?

1. Sent in an application for a GreenCorps member and had an interview with the MPCA on Wednesday, April 3rd. We should hear back by the end of the month, or sometime in the beginning of May, if we will be getting a member to support our work.
2. Attended Discover Plymouth event, March 23rd, with help from watershed commissioners. We spoke to lots of folks about water quality and handed out educational materials!
3. Working with Hennepin County IT staff to develop SharePoint site.
 - a. As a reminder, we are working to create a SharePoint site for WMWA partners to access non-public facing documents (e.g. outreach effort summaries, workplans, reports, project scopes, etc.).
4. Completed chloride consultation in Bloomington.
5. I was a panelist for a Freshwater Society, MN Water Steward discussion on chloride work being done.
 - a. I shared what WMWA’s approach is to decreasing chloride pollution and learned about approaches being taken by others in the metro area. In the future, we may be getting assistance with chloride consultations with MN Water Stewards in WMWA territory.
6. Continued outreach to involve classrooms in Adopt-A-Drain K12 program.
 - a. This has involved reaching out to teachers at middle schools in each watershed. Outreach has included phone calls and emails with school staff, especially middle schools science teachers.
7. Received feedback and further developed the education and outreach focus combined calendar.
 - a. At the WMWA meeting Tuesday I will be asking for any additional feedback on the updated calendar, which now includes topics for ALL months in 2024. The general subject focus for August through December is as follows:

August	September	October	November	December
Pet Waste and E. Coli Pollution	Stormwater focus; highlight good city street sweeping practices, and good fall lawn maintenance practices. Tie in adopt-a-drain messaging.	Chloride reduction success story (project highlight)	WMWA project highlight (TBD as to which project, depends how far we get on each)	Chloride consultations and BMPs post-snowstorm

8. Created/released second WMWA “media kit” highlighting the Blue Thumb Partnership.
 - a. This includes a series of 5 posts (fit for Facebook, Twitter, and Instagram) that we suggest sharing on your social media networks.
 - b. We also suggest sharing the news blurb in your newsletters.
 - c. These can be found on the web page linked [here](#).

What work will be happening before the May WMWA meeting?

1. Continue outreach to middle school classrooms in the Adopt-A-Drain K12 program.
 - a. Continue outreach to schools/teachers that did not respond and broaden outreach where necessary.
 - i. Reminder: Our goal is to engage 2 classrooms in each watershed in 2024
2. Continue developing pet waste education campaign.
 - a. Focusing on developing new, useful resources.
3. Release April media kit highlighting Earth Day and Adopt-A-Drain program.
 - a. I am working to get this to partners within the next week and a half... continuing to catch up on creating these. Eventually, these should be ready and distributed to communications contacts BEFORE the first of the month we are focusing on a particular subject.
4. Continue to work with Metro Blooms and WMWA partners to finalize water quality project scopes and bring Metro Blooms under contract.
5. Get SharePoint site up and running.

As always, please reach out to me with any questions. I look forward to seeing everyone next Tuesday!

Best Regards,

Grace Barcelow

Hennepin County Environment and Energy

Conservation Specialist

612-910-3914 (mobile)

612-543-9295 (office)

grace.barcelow@hennepin.us

Pronouns: she/her

Kennedy

&

Graven

CHARTERED

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

MEMORANDUM

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

From: Troy Gilchrist, Attorney

Date: April 5, 2024

Re: Working Draft of Joint Powers Agreement

The Commissioners may remember the joint powers agreement (“JPA”) for each of the commissions are set to expire at the end of this year. The Commissions asked me to work to update the agreements and attached is a working draft of the revised JPA. I started with Shingle Creek JPA and once that is in final form, I can easily convert it for use by West Mississippi. Because the JPAs are essentially the same, my work on one serves both Commissions and so I have been splitting my time between them.

Please keep in mind this is a working draft. It should be in pretty good shape, but there will be items that I still need to clean up. This has been a challenging project because the existing 45 page JPA reflects the original language developed when there was a lot of guessing around how the Commissions would operate under what at the time was new law allowing the establishment of a watershed management organization through adoption of a JPA. That resulted in language that does not accurately reflect how the Commissions operate today or that is overly complicated.

I worked to try to align the JPA with how the Commissions have developed over the years and operate today. However, since I am not the one who directly administers things like how capital projects are identified, considered, approved, and funded, I am working with Judie and Diane for review and feedback. I am sure there will need to be further corrections regarding such procedures within this JPA.

My hope is to bring back JPAs for both Commissions in May and obtain approval to circulate them to the cities for review. I can make edits as may be needed and then bring them back for final approval from the Commissions. Staff will then need to work with city staff to have the updated JPAs approved by their respective city councils.

Feel free to let me know if there are any questions or comments on this draft.

SHINGLE CREEK WATERSHED MANAGEMENT ORGANIZATION JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into by and among the cities of Brooklyn Center, Brooklyn Park, Crystal, Maple Grove, Minneapolis, New Hope, Osseo, Plymouth, and Robbinsdale. The cities that are parties to this Agreement may hereafter be referred to individually as a “Member” or collectively as the “Members.”

RECITALS

- A. Local government units in the metropolitan area are required by the Metropolitan Water Management Program (Minn. Stat. § 103B.201 to 103B.255) (“**Act**”) to plan for and manage surface water.
- B. Under the Act, one of the options available to local government units to satisfy the requirements of the Act is to adopt a joint powers agreement pursuant to Minn. Stat. § 471.59 to establish a watershed management organization to jointly plan for and manage surface water within a watershed.
- C. The Members elected to exercise their authority under the Act to adopt a joint powers agreement in 1984 to establish the Shingle Creek Watershed Management Commission (“**Commission**”) to cooperatively manage and plan for the management of surface water within the watershed.
- D. The original joint powers agreement has been updated and amended several times, and the term of the current joint powers agreement expires at the end of 2024.
- E. The parties have previously acted pursuant to its authority to establish the “Shingle Creek Watershed Board of Commissioners” (“**Board**”) and said Board is hereby reaffirmed as the entity charged with the authority and responsibility to manage the Commission.
- F. The Board has previously acted to adopt a Watershed Management Plan (“**Watershed Management Plan**”) for the watershed and has regularly updated the Watershed Management Plan in accordance with law.
- G. The parties desire to enter into this Agreement to reaffirm the Commission and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage surface water within the watershed in accordance with the Act and Minn. R., chapter 8410.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties mutually agree as follows:

SECTION I ESTABLISHMENT, GENERAL PURPOSE, AND DEFINITIONS

- 1.1 Reaffirming the Establishment. The Members hereby reaffirm and ratify the establishment and continued operation of the “Shingle Creek Watershed Management Commission” pursuant to the Act and such other laws and rules as may apply.
- 1.2 General Purpose. The general purpose of this Agreement is to continue the Commission and its work on behalf of the Members to cooperatively adopt, administer, and update as needed the Watershed Management Plan and to carry out the purposes identified in Minn. Stat. § 103B.201. The plan and programs shall operate within the boundaries of the Shingle Creek Watershed (“**Watershed**”) as identified in the official map filed with the Minnesota Board of Soil and Water Resources. The most current version of the official map defining the boundaries of the Watershed is incorporated herein by reference. The boundaries of the Watershed are subject to change utilizing the procedure set out in Minn. Stat. § 103B.225 as may be needed to better reflect the hydrological boundaries of the Area.
- 1.3 Definitions. The definitions contained in Minn. Stat. § 103B.205 and Minn. R., part 8410.0020 are hereby adopted by reference, except that the following terms shall have the meanings given them in this section.
- (a) Act. “Act” means the Metropolitan Surface Water Management Program set out in Minn. Stat. §§ 103B.201 to 103B.255.
 - (b) Alternate Commissioner. “Alternate Commissioner” means the person appointed by a Member to serve as its alternate to represent it on the Board in the absence or disability of its appointed Commissioner.
 - (c) Board. “Board” means the board of commissioners established by this Agreement to manage and make decisions on behalf of the Shingle Creek Watershed Management Commission.
 - (d) Capital Improvement. “Capital Improvement” has the meaning given it in Minn. R., part 8410.0020, subp. 3 and includes capital equipment that satisfies the eligibility criteria established by the Board for funding as a CIP Project.
 - (e) CIP Project. “CIP Project” means a planned Capital Improvement that is part of the Commission’s capital improvement program, is set out in its Water Management Plan, and is eligible for funding by the Commission.
 - (f) Commission. “Commission” means the watershed management organization established by this Agreement as provided in Minn. Stat. §§ 103B.211 to 103B.255.
 - (g) Commissioner. “Commissioner” means the person appointed by a Member as its primary representative on the Board.

- (h) Local Governmental Units.
- (i) Local Water Plan. “Local Water Plan” means the local water management plan each Member is required to develop and have reviewed as provided in Minn. Stat. § 103B.235 and Minn. R., part 8410.0160.
- (j) Member. “Member” means a city that is a signatory to this Agreement and is identified in section 2.1 of this Agreement.
- (k) Watershed. “Watershed” means area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Shingle Creek and within the mapped areas delineated on the map filed with the Minnesota Board of Water and Soil Resources pursuant to the Act.
- (l) TAC. “TAC” means the Technical Advisory Committee established by the Board and that is made up of an employee of each Member, as appointed by the Member.
- (m) Watershed Management Plan. “Watershed Management Plan” means the plan developed and adopted in accordance with the Act, including all amendments and updates.

SECTION II MEMBERSHIP

- 2.1 Members. The following local government units are Members of the Commission: City of Brooklyn Center, City of Brooklyn Park, City of Crystal, City of Maple Grove, City of Minneapolis, City of New Hope, City of Osseo, City of Plymouth, and City of Robbinsdale.
- 2.2 Change in Boundaries. No change in governmental boundaries, structure, or organizational status shall affect the eligibility of any local government unit listed above to be represented on the Commission, so long as such local government unit continues to exist as a separate political subd..

SECTION III BOARD OF COMMISSIONERS

- 3.1 Establishment. The parties hereby reaffirm the establishment and continued operation of the “Shingle Creek Watershed Board of Commissioners” in accordance with the Act. The Board shall carry out the purposes and have the powers as provided herein.
- 3.2 Board Appointments. The Commission is governed by the Board, which is comprised of nine Commissioners appointed by the Members. Each party to this Agreement is a Member of the Board and shall determine the eligibility and qualifications of its representative on the Board.

- (a) Commissioner. Each Member is responsible for appointing one person to serve as its representative (“**Commissioner**”) on the Board. Each Member is responsible for publishing a notice of a vacancy, whether resulting from expiration of its Commissioner position or otherwise, as required in Minn. Stat. § 103B.227, subd. 2. Each Commissioner shall have one vote on the Board and must be present to vote. The authority of a Commissioner to vote shall be suspended if the appointing Member is delinquent in making any payments due to the Commission. The voting authority of the Commissioner shall be restored once the Member pays all past due amounts.
- (b) Alternate Commissioner. Each Member may also appoint one Alternate Commissioner (“**Alternate Commissioner**”) to the Board in the same manner required to appoint a Commissioner. The Alternate Commissioner may attend all meetings and speak during the public input portion of the meeting, but is only authorized to actively participate in and vote at a Board meeting in the absence or disability of the appointing Member’s Commissioner. If the absent Commissioner is also an officer of the Board, the Alternate Commissioner shall not be entitled to serve as such officer. If necessary, the Board may select a current Commissioner to temporarily undertake the duties of the absent officer.
- (c) Term. The term of each Commissioner and Alternate Commissioner shall be three years commencing on February 1st. A Commissioner and an Alternate Commissioner shall serve until their successors are selected and qualify, unless they resign or are removed earlier as provided herein.
- (d) Notices. A Member shall provide the Commission written notice of its appointments, including the resolution making the appointments or a copy of the minutes of the meeting at which the appointments were made. The Commission shall notify BWSR of appointments and vacancies within 30 days after receiving notice from the Member. Members shall fill all vacancies within 90 days after the vacancy occurs.
- (e) Vacancy. A Member shall notify the Commission in writing within 10 days of the occurrence of a vacancy in its Commissioner or Alternate Commissioner positions. The Commission will notify BWSR of the vacancy within 30 days of receiving the notice of a vacancy as required by Minn. Stat. § 103B.227, subd. 1. The Member shall publish notice of the vacancy at least once in its official newspaper as required by Minn. Stat. § 103B.227, subd. 2. The notices must state that those interested in being appointed to serve on the Commission may submit their names to the Member for consideration. The notice must be published at least 15 days before the Member’s City Council acts to fill the vacancy. The City Council must make the appointment within 90 days from the occurrence of the vacancy. The Member shall promptly notify the Commission of the appointment in writing. The appointed person shall serve the unexpired term of the position.

- (f) Removal. The City Council of a Member may remove its Commissioner for just cause as provided in Minn. Stat. § 103B.227, subd. 3 and in accordance with Minn. R., part 84100.0040. If a Commissioner is an elected official, or is an appointed official serving an indefinite term at the pleasure of the City Council, the City Council may remove the person at will, including if the person is not reelected. A Member may remove its Alternate Commissioner without cause. The Member shall notify the Board of the removal in writing within 10 days of acting to remove the Commissioner. The Commission shall notify BWSR of the vacancy within 30 days of receiving notice of the removal. The City Council shall act to fill the vacancy created by the removal within 90 days as provided in this Agreement.
- 3.3 Compensation and Expenses. Commissioners and Alternate Commissioners shall serve without compensation from the Commission. Commission funds may, but are not required to, be used to reimburse Commissioners and Alternate Commissioners for expenses incurred in performing Commission business if authorized by the Board. Nothing herein prohibits a Member from choosing, in its sole discretion and cost, to compensate or reimburse the expenses of its Commissioner or Alternate Commissioner.
- 3.4 Board Officers. Each year at its February meeting the Board shall elect from among its Commissioners a Chair, Vice Chair, Secretary, and Treasurer. All such officers shall hold office for a term of one year until their successors have been duly elected by the Board. An officer may serve only while they remain a Member of the Board. A vacancy in an officer position shall be filled by Board election for the remainder of the unexpired term of such office.
- 3.5 Duties of Board Officers. The Chair shall serve as the presiding officer at Board meetings, execute documents on behalf of the Board, sign checks, and perform other duties and functions as may be determined by the Board. The Vice-Chair shall undertake the duties of the Chair in the absence or disability of the Chair. The Secretary shall maintain the records of the Commission, Board meeting minutes, ensure meetings are properly noticed, countersign documents with the Chair, and perform such other duties as assigned by the Board. The Secretary may delegate one or more specific duties of the position. The Treasurer shall oversee the Commission's budget and finances, sign checks, and perform such other duties as assigned by the Board.
- 3.6 Quorum. A majority of the Commissioners shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of a quorum is required for the Board to act unless a higher number of votes is required by law or this Agreement. A Board vacancy or the suspension of voting rights as provided herein shall temporarily reduce the number of Commissioners required for a quorum.
- 3.7 Meetings. The Board shall conduct meetings in accordance with the Minnesota Open Meeting Law (Minn. Stat., chap. 13D) and this section.

- (a) Regular Meetings. The Board shall develop a schedule of its regular meetings. The Board shall post the schedule on the Commission's website and provide a copy to each Member. The Secretary shall maintain a copy of the schedule of regular meetings. The Chair and Vice-Chair may cancel a meeting due to a lack of business items. The Secretary shall make a good faith effort to notify Commissioners of a meeting cancellation.
- (b) Special Meetings. The Board may hold such special meetings as it may determine are needed to conduct the business of the Commission. A special meeting may be called by the Chair or by any two Commissioners. The Secretary shall post and provide notice of special meetings to the Commissioners. Emailing notices to Commissioners shall constitute sufficient notice under this Agreement.
- (c) Annual Meeting. The February Board meeting shall constitute the annual meeting of the Commission.
- (d) Rules of Procedure. The Board shall conduct its meetings generally in accordance with the procedures set out in the most current version of Robert's Rules of Procedure without requiring strict conformance to its requirements. The Board may modify such rules as it determines is appropriate to facilitate the conducting of its business or adopt a different set of rules for its meetings. The Board may amend its rules from time to time as it determines is appropriate upon a majority vote of all Commissioners. The Board may also waive one or more specific rules as it determines are necessary to facilitate the conducting of its business. Voting and statutory requirements are not waivable.

SECTION IV POWERS AND DUTIES OF THE BOARD

4.1 Powers. The Board is authorized to exercise the powers in this section to carry out the purposes of the Commission.

- (a) Powers Granted.
 - (1) It may contract with or employ such persons or entities as it deems necessary to accomplish its duties and powers. Any employee may be on a full-time or part-time basis as the Board determines. Such employees and contracted consultants shall be considered Commission staff.
 - (2) It may contract for space, materials, supplies, and services to carry on its activities.
 - (3) It may acquire necessary personal property to carry out its powers and its duties.

- (4) It shall prepare, adopt, implement, and update a Watershed Management Plan that satisfies the requirements of Minn. Stat. § 103B.231. The Watershed Management Plan shall address all items required by applicable laws and rules. In preparing said plan, the Board may consult with the engineering and planning staff of each Member and the Metropolitan Council and other public and private bodies to obtain and consider projections of land use, population growth, and other factors which are relevant to the improvement and development of the Watershed.
- (5) It shall develop and adopt a capital improvement program as part of the Watershed Management Plan. The Board shall determine which projects to include in the capital improvement program.
- (6) It may undertake projects, including those provided in its capital improvement program, in accordance with the Watershed Management Plan.
- (7) It shall make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the Commission is organized.
- (8) It may cooperate or contract with the State of Minnesota, any political subdivision thereof, federal agency, or private or public organization to accomplish the purposes for which it is organized.
- (9) It may order any Member to construct, clean, repair, alter, abandon, consolidate, reclaim, or change the course or terminus of any ditch, drain, storm sewer, or water course, natural or artificial, within the Shingle Creek Watershed.
- (10) It may order any Member to acquire, operate, construct, or maintain dams, dikes, reservoirs, and appurtenant works or other improvements necessary to implement the overall plan.
- (11) It shall regulate, conserve, and control the use of storm and surface water and groundwater within the Watershed.
- (12) It may contract for or purchase such insurance as the Board deems necessary for the protection of the Commission.
- (13) It may establish and maintain devices acquiring and recording hydrological and water quality data within the Watershed.
- (14) It may enter upon lands within or without the watershed to make surveys and investigations to accomplish the purposes of the Commission. The Commission shall be liable for actual damages resulting therefrom but

every person who claims damages shall serve the Chair or Secretary of the Board with a Notice of Claim as required by Chapter 466.05 of the Minnesota Statutes.

- (15) It shall provide any Member with technical data or any other information of which the Commission has knowledge which will assist the Member in preparing land use classifications or local water management plans within the Watershed.
- (16) It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board, or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of Commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing Members of the Commission. Such a vote is not required for the Board to expend Commission funds in the defense of a suit brought against the Commission or its Commissioners, in accordance with applicable laws, to the extent such costs are not paid by the Commission's insurer.
- (17) It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Commission not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities.
- (18) It may collect monies, subject to the provisions of this Agreement, from its Members, the County, and from any other source approved by a majority of its Board. The Board may accept gifts and seek and accept grants.
- (19) It may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.
- (20) It shall cause to be made an annual audit of the books and accounts of the Commission by a certified public accountant or the State Auditor, and shall transmit a copy of the annual audit to each Member.
- (21) Its books, reports, and records shall be available for and open to inspection by the Members at all reasonable times.
- (22) It may recommend changes in this Agreement to the Members.
- (23) It may exercise all other powers necessary and incidental to the implementation of the purposes and powers yet forth herein and as outlined and authorized by the Act and such other law as may apply.

- (24) It shall cooperate with the applicable state agencies in complying with the requirements of Minn. Stat., chap. 103G.
 - (25) Each Member reserves the right to conduct separate or concurrent studies on any matter under study by the Commission.
 - (26) It may define and designate subtrunk and subdistricts within the watershed and shall have authority to separate the watershed into different subtrunks and subdistricts and to allocate capital improvement costs to a subtrunk or subdistrict area if that district is the only area that benefits from the capital improvement.
 - (27) It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means for public participation.
- (b) Powers Reserved. The Board shall not have any of the powers identified in this paragraph. Expressly identifying specific powers reserved to the Members is not intended to expand, by negative implication, the powers granted above to the Board.
- (1) Eminent Domain. The Commission does not have the power of eminent domain. Any easements or other interests in land necessary to be acquired for an Improvement Project shall be acquired as provided below.
 - (2) Real Property. The Commission shall not own any interest in real property. All interests in lands shall be held in the name of the Member wherein said lands are located. This provision does not prohibit the Commission from acquiring a temporary interest in real estate as needed to conduct studies, undertake a project, or to otherwise carry out its duties.
 - (3) Bonding. The Commission does not have the power to issue certificates, warrants or bonds.
 - (4) Special Assessments. The Commission shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the Member wherein said lands are located. It shall have the power to require any Member to contribute the costs allocated or assessed according to the other provisions of this Agreement.
 - (5) Land Use Regulations. The Commission shall not have the authority to regulate the use and development of land under Minn. Stat. § 103B.211, subd. 1(a)(3).

4.2 Collection or Diversion of Waters. Each Member agrees that it will not directly or indirectly collect or divert any additional surface water to Shingle Creek or its tributaries

without a permit from the Board. Permits may be granted by the Board for a Member to proceed with the construction or reconstruction of improvements within the individual Members' boundaries and at its sole cost upon a finding:

- (a) That there is an adequate outlet;
- (b) The construction is in conformance with the overall plan; and
- (c) The construction will not adversely affect other Members of this Agreement.

4.3 Projects.

- (a) Capital and Non-Capital Projects. The Board may undertake a variety of projects including, but not limited to, research projects, water quality projects, maintenance projects, and CIP Projects. In most cases, CIP Projects involve entering into a cooperative agreement with a Member, which has the Member assuming responsibility for letting the contract and overseeing construction of the project. The process for approving a CIP Project is set out below. For all projects that do not constitute a CIP Project, the Board may undertake them upon a majority vote of all eligible Commissioners. The Commission may contract in its own name to complete such projects.
- (b) Process for Capital Improvement Projects. The Board shall proceed in accordance with the following process with respect to proposed CIP Projects.
 - (1) Initiation. A CIP Project may be proposed by a Member or by the Board based on subwatershed assessments, lake/stream resource assessments, inspections, or a particular need or issue identified by a Member or the Board. A proposed project shall be submitted to the TAC and the Board to determine if there is sufficient support to proceed to a feasibility study.
 - (2) Feasibility Study. If requested by the Board, the Commission Engineer shall study the feasibility of a proposed CIP Project and report its findings to the TAC and the Board. The report shall include an opinion of probable cost and how the project would be funded. The Board shall consider the feasibility study and decide whether to proceed with the proposed project.
 - (3) Minor Plan Amendment. The addition of a proposed CIP Project to the Watershed Management Plan typically constitutes a minor amendment that can be accomplished following the process set out in the Watershed Management Plan and Minn. R., part 8410.0140, subpart 2. A public hearing is not required for a minor amendment. If, for any reason, a proposed amendment does not constitute a minor amendment, it can only be made by undertaking the full amendment process set out in Minn. Stat. § 103B.231, subd. 11, the amendment section of the Watershed Management Plan, and Minn. R., part 8410.0140. The public hearing

required under Minn. Stat. § 103B.231, subs. 11 & 7(c) for an amendment may be held in conjunction with the public hearing required by Minn. Stat. § 103B.251, subs. 3 & 4 to request the County to levy funds for the project.

- (4) Public Hearing. If the Board proposes to pay any portion of a proposed CIP Project with funds to be raised through the County pursuant to Minn. Stat. § 103B.251, the Board must call and conduct a public hearing as provided in the statute and in accordance with the following. If the Commission's contribution toward the costs of the project will come entirely from grants, funds on hand, or a combination thereof, and does not require the Board to certify any project costs to the County to be levied, it is not necessary for the Board to conduct a public hearing under Minn. Stat. § 103B.251 for the proposed CIP Project. The public hearing shall be called and conducted in accordance with applicable laws and the following.
- (i) Calling. The Board must act by motion or resolution to call a public hearing on the proposed CIP Project. The Board set the date, time, and place for the public hearing.
 - (ii) Notice. The Board shall provide notice of the public hearing in accordance with Minn. Stat. § 103B.251, subd. 3.
 - (iii) Conducting. The Board shall conduct the public hearing at the scheduled date, time, and place to hear from the public and to consider the proposed CIP Project. Prior to taking public comment, the Commission Engineer shall provide a brief overview of the proposed CIP Project, an estimate of project cost, and a description of how the project will be funded.
- (5) Board Decision. Once the public input portion of the public hearing is closed, the Board shall discuss and decide whether to approve the proposed CIP Project. The Board shall act by resolution to approve a CIP Project, which shall require a favorable vote by two-thirds of all eligible votes of the then existing Commissioners. The resolution shall, at minimum, order the project, identify the responsible engineer, identify the Member responsible for letting the contract and overseeing construction, set out the estimated cost and funding sources, authorize the Commission to enter into a cooperative agreement with the responsible Member, and certify a levy to the Hennepin County Auditor for the amount to be levied by the County for the project.
- (c) Responsible Member.

- (1) Member Projects. The Board shall work with Members to facilitate the completion of specific CIP Projects within their jurisdictional boundaries in accordance with the Watershed Management Plan. For any project that will be constructed by one or more Members and reimbursed by the Commission, to the extent authorized by the Commission, the Member(s) responsible for implementing the project shall enter into a cooperative agreement with the Commission providing for all Commission-required terms and conditions related to the project and any such reimbursement. The terms of this subsection shall also apply to any Commission project that may be constructed by any other entity, public or private, if construction by such entities is deemed appropriate by the Commission.
 - (2) Commission Projects. The Board is authorized to undertake and contract for projects in the Commission's name, in accordance with the Watershed Management Plan and all applicable laws and regulations related to public procurement and contracting. Approval of Commission contracts for a CIP Project shall require a favorable vote by two-thirds of all eligible votes of then existing Commissioners.
- (d) Contracts for Improvements.
- (1) Letting Contracts. All contracts which are to be let as a result of the Commission's ordering of a project shall comply with the requirements of laws applicable to contracts let by the respective Member making such contract. The Commission shall not have the authority to contract in its own name for any work for which a special assessment will be levied against any private or public property under the provisions of Minn. Stat., chap. 429 or any city charter, and such contracts shall be awarded by action of the City Council of a Member and shall be in the name of said Member. This subsection shall not preclude the Commission from proceeding under Minn. Stat. § 103B.251 or from otherwise proceeding under this Agreement for projects that will not be specially assessed under Minn. Stat., chap. 429.
 - (2) Contract Administration. All improvement contracts will be duly supervised by the Member awarding said contract, provided, however, that the Commission shall be authorized to observe and review the work in progress and the Members agree to cooperate with the Commission staff in accomplishing the purposes of this Commission. Representatives of the Commission shall also have the right to enter upon the place or places where any improvement work is in progress for the purpose of making reasonable tests and inspections. Commission staff shall report, advise and recommend to the Board on the progress of said work.
- (e) Land Acquisition.

- (1) By Members. Because the Commission does not have the power to acquire real property, the Members agree that any and all permanent easements or interests in land which are necessary for any project will be negotiated or condemned in accordance with all applicable laws by the Member wherein said lands are located, and each Member agrees to acquire the necessary easements or interests in such land upon order of the Commission to accomplish the purposes of this Agreement. All reasonable costs of said acquisition shall be considered as a cost of the respective improvement. If a Member determines it is in the best interests of that Member to acquire additional lands in conjunction with the taking of lands for the Commission-ordered improvement, for some other purpose, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the allocation of the improvement costs may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member for said land acquisition to the extent that it benefits the other Members of this Agreement. Any credits may be applied to the cost allocation of the improvement project under construction or the Board, if feasible and necessary, may defer said credits to a future project.
- (2) Alternative Acquisition. If any Member refuses to negotiate or condemn lands as ordered by the Board, any other Member may negotiate or condemn outside of its corporate limits in accordance with, and to the extent authorized by, applicable laws. All Members agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another Member except upon order of the Board. The Commission shall have authority to establish land acquisition policies as a part of the overall Watershed Management Plan. The policies shall be designed to equalize costs of land throughout the Watershed.

4.4 Emergency Projects. The Commission may perform emergency projects in accordance with Minn. Stat. § 103B.252.

4.5 Local Water Plans.

- (a) Development. Each Member agrees to develop and maintain a Local Water Plan, capital improvement program, and official controls as necessary to bring local water management into conformance with the Watershed Management Plan. The development and implementation of Local Water Plans shall conform with all requirements of the Act, including Minn. Stat. § 103B.235 and Minn. R., part 8410.0160. In accordance with the Act, the Board shall approve or disapprove each local plan or any parts of each plan. The Members understand that the Watershed Management Plan, including the Commission's capital improvement program, must consist of local parts and therefore every effort shall be made by

the Commission and all Members to coordinate local plans with the Watershed's overall plan, including planning for local plans at the same time the Watershed's overall plan is being developed.

- (b) Review. Each Member shall submit its proposed Local Water Plan to the Metropolitan Council and the Board for review as required by Minn. Stat. § 103B.235. The Board shall consider any comments on the Local Water Plan received from the Met Council and shall act on said plans in accordance with the Act.
- 4.6 Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Act. All Members agree that they will refuse to allow the drainage of sanitary sewage or industrial wastes onto any land or into any watercourse or storm sewer draining into the Watershed. The Board may investigate on its own initiative, or request a Member to investigate, a complaint relating to pollution of surface water or groundwater draining into or affecting the Watershed. If the Board determines the Watershed is being polluted by an identifiable source, the Board may order the Member to abate this nuisance and each Member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.
- 4.7 Boundary Changes. Any changes to the boundaries of the watershed shall be undertaken in accordance with Minn. Stat. § 103B.215.

SECTION V FINANCES

- 5.1 Generally.
- (a) Authority. The Commission funds may be expended by the Board in accordance with this Agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board.
 - (b) Disbursements. In no event shall there be a disbursement of Commission funds without the signature of at least two Commissioners, one of whom shall be the Treasurer or a Commissioner designated by the Treasurer.
 - (c) Treasurer Bond. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Board. The Commission shall pay the premium on said bond.
 - (d) Depository. The Board shall designate one or more national or state bank or trust companies, authorized by Minnesota Statutes, chapters 118 and 427, or such other law as may apply, to receive deposits of public moneys and to act as depositories for the Commission funds.

- 5.2 Commission's General Fund. The Commission's general fund is funded by an annual contribution from each Member and is used to pay for general administration purposes including, but not limited to, salaries, rent, supplies, development of the Watershed Management Plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain any personal property deemed necessary by the Commission in furtherance of its purposes and powers as articulated in this Agreement. Said funds may also be used for normal maintenance of any facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with the provisions for Capital Project Funding under this Agreement. The annual contribution by each Member shall be based fifty percent (50%) on the net tax capacity of all property within the Watershed and fifty percent (50%) on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed.
- 5.3 Budget. The Board shall annually prepare, adopt, and submit an annual operating budget as provided in this section.
- (a) Adoption. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the Commission's general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing Commissioners.
 - (b) Cap. The amount to be assessed Members under the proposed budget shall not exceed 120% of the amount assessed Members under the previous year's budget, unless the City Council of each Member adopts a resolution approving the increase. In no case may a Member assessment exceed one-half of one percent of the net tax capacity of that portion of the city lying within the Watershed.
 - (c) Certified to Members. On or before July 1st, the Secretary or the Commission Administrator shall certify the budget to the clerk of each Member, together with a statement of the proportion of the budget to be provided by each Member.
 - (d) Member Review. The City Council of each Member agrees to review the proposed budget provided by the Commission. If any Member has any objections, they must submit them in writing to the Board prior to August 1. Upon the receipt of any such written objections, the Board shall set a date to hear the Member's objections and shall provide all Members notice of the hearing and a copy of the written objections. After hearing the objections, the Board may modify, amend, or affirm the proposed budget by majority of all eligible votes of the then existing Commissioners.
 - (e) Finalized. The proposed budget shall be considered final if no Member filed an objection by August 1st. If a timely objection is received, the Board shall act to finalize the budget after conducting a hearing on the objections. The Board shall provide a copy of the final budget to each Member. If there were objections, the

Board shall include its findings and decision regarding such objections with the final budget.

5.4 Supplemental Budget. If the Board determines it will not have sufficient funds in the Commission's general fund to pay its obligations or to otherwise fund Commission operations in the present year, the Board may adopt a supplemental budget to raise additional funds. The Board shall call a public hearing on the proposed supplemental budget and provide written notice of the hearing, together with a copy of the proposed supplemental budget, to each Member. After conducting the public hearing, the Board may adopt the supplemental budget by a favorable vote of a majority of all eligible votes of the then existing Commissioners. The Board shall notify each Member of the adopted supplemental budget and the amount of additional assessment to be paid by each Member. Members agree to pay their additional assessment to the Commission within 60 days of adoption of the supplemental budget. In no case may a supplemental budget cause the total budget to exceed the 120% cap discussed above, or cause the total assessment paid by a Member to exceed one-half of one percent of the net tax capacity of all taxable property within the Watershed or within any Member's corporate boundaries in any one calendar year.

5.5 Capital Improvement Program Project Funding.

- (a) Member Contributions. The Member responsible for constructing a CIP Project, together with any other identified benefiting Members, shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project.
- (b) Commission Contributions. The Commission shall contribute toward the project such amounts as identified in the Board's resolution ordering the project and in accordance with the terms of the cooperative agreement entered into for the project. The contribution from the Commission may include grant funds it has received for the project. In such cases, the Board and the responsible Members enter into a subgrant agreement, which may be part of the cooperative agreement, setting out the obligations of the Member to ensure compliance with the grant requirements. The Commission's contribution is in addition to any amounts contributed by Members or other private or public entities. If the Commission's contribution is dependent on an amount to be levied by the County, the contribution is contingent on the Commission receiving such amount from the County.
- (c) Maintenance Levy. The Commission may establish a maintenance fund to be used for normal and routine maintenance of a work of improvement constructed in whole or part with money provided by Hennepin County. As provided in Minn. Stat. § 103B.251, subd. 9, the Board may impose, with the county's consent, an ad valorem levy on all property located within the territory of the Watershed or a subwatershed unit. The levy shall be certified, levied, collected, and distributed as provided in Minn. Stat. §§ 103D.915 and 103D.921, as amended, and shall be in addition to

any other money levied and distributed by the county to the Commission. Mailed notice of any hearing required under the aforementioned statutes shall be sent to the clerk of each Member municipality at least 30 days prior to the hearing. The proceeds of said maintenance levy shall be deposited in a separate maintenance and repair account to be used only for the purpose for which the levy was made.

5.6 Cost Allocation for Capital Projects. All capital costs incurred by the Commission shall be apportioned to the respective Members on any of the following bases:

- (a) County Levy. If the project is constructed and financed pursuant to Minn. Stat. § 103B.251, the Members understand and agree that said costs will be levied on all taxable property in the Watershed as set forth in said statute.
- (b) Negotiated Amount. A negotiated amount to be arrived at by the Members who have lands in the subdistrict responsible for the capital improvement.
- (c) Tax Capacity and/or Total Area.
 - (1) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the net tax capacity of each Member within the boundaries of the Watershed each year to the total net tax capacity in the Watershed.
 - (2) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed.
 - (3) Capital costs allocated under the 50% area/50% net tax capacity formula set forth above may be varied by a two-thirds vote of the Commission if:
 - (i) any Member community receives a direct benefit from the capital improvement which benefit can be defined as a lateral as well as a trunk benefit, or
 - (ii) the capital improvement provides a direct benefit to one or more Members which benefit is so disproportionate as to require in a sense of fairness a modification in the 50/50 formula.
 - (4) Any credits to due a Member for lands acquired by said Member to pond or store storm and surface water as provided herein shall be allowed against costs due under this section.

5.7 Default. Any Member who is more than 60 days in default in contributing its share to the general fund or to a CIP Project shall have the vote of its Commissioner suspended pending the payment of its proportionate share. Any Commissioner whose vote is under suspension

shall not be considered for the purposes of determining a quorum or for determining the sufficiency of a vote.

SECTION 6 TERMINATION AND DISSOLUTION

- 6.1 Termination. This agreement may be terminated prior to January 1, 2055, by the unanimous consent of the Members. If the agreement is to be terminated, a notice of the intent to dissolve the Commission shall be sent to the Board of Water and Soil Resources and to Hennepin County at least 90 days prior to the date of dissolution.
- 6.2 Dissolution. In addition to the manner provided herein for terminating this Agreement, any Member may petition the Board to dissolve the Agreement. Upon 90 days notice in writing to the clerk of each Member governmental unit and to the Board of Water and Soil Resources and to Hennepin County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Commissioners, the Board may by Resolution recommend that the Commission be dissolved. Said Resolution shall be submitted to each Member governmental unit and if ratified by three-fourths of the councils of all eligible Members within 60 days, said Board shall dissolve the Commission allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Commission.
- 6.3 Distribution of Assets. If this Agreement is terminated and not replaced with a new agreement providing for the continued operation of the Commission, or if the Commission is dissolved, all property of the Commission shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible Members of the Commission. Such distribution of Commission assets shall be made in proportion to the total contribution to the Commission as required by the last annual budget.

SECTION 7 MISCELLANEOUS PROVISIONS

- 7.1 Term. This Agreement shall be effective as of January 1, 2025 and shall remain in effect until January 1, 2055 unless terminated earlier as provided herein. The Members may agree to continue this Agreement as the preferred method for addressing their obligation to address surface water issues under law.
- 7.2 Mediation. The Members agree that any controversy that cannot be resolved between Members shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all Members. If the Members are not able to mutually agree on a mediator, the party and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.

- 7.3 Data Practices. The Commission shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). Any entity with which the Commission contracts is required to comply with the Act as provided in Minnesota Statutes, section 13.05. The contractor shall be required to notify the Board if it receives a data request and to work with the Commission to respond to it.
- 7.4 Amendments. The Board may recommend changes and amendments to this Agreement to the governing bodies of the Members. Amendments shall be adopted by all governing bodies of the Members. Adopted amendments shall be evidenced by appropriate resolutions or certified copies of meeting minutes of the governing bodies of each party filed with the Board and shall, if no effective date is contained in the amendment, become effective as of the date all such filings have been completed.
- 7.5 Waiver. The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.
- 7.6 Headings and Captions. The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.
- 7.7 Entire Agreement. This Agreement, including the recitals and the official boundary map (which are incorporated in and made part of this Agreement), contains the entire understanding among the Members concerning the subject matter hereof. This Agreement supersedes and replaces the prior joint powers agreement among the Members regarding the Commission and such prior agreement is hereby terminated. Any outstanding obligations of the Members under the prior agreement are not affected by the termination and shall be continued under this Agreement.
- 7.8 Examination of Books. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Board are subject to examination by the State.
- 7.9 Governing Law. The respective rights, obligations, and remedies of the Members under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 7.10 Counterparts. This Agreement shall be executed in several counterparts and all so executed shall constitute one Agreement, binding on all of the Members hereto. Each party to the agreement shall receive a fully executed copy of the entire document following adoption by all Members.
- 7.11 Enforcement. Members agree to be bound by the determination of the Commission and to agree to use their best efforts to carry out directives from the Commission; failure to

respond may result in a legal action by the Commission to require the Member to act under a court order.

- 7.12 Notice. To the extent this Agreement requires a notice to be mailed to a Member, the notice requirement may be satisfied by the Commission emailing the notice to its primary contact for the Member.
- 7.13 Statutory References. All references to statutes in this Agreement include any amendments made thereto and any successor provisions.

IN WITNESS WHEREOF, the Members have entered into this Agreement by action of their respective governing bodies effective as of the date of the last Member to execute it.

[signature pages follow]

To: Shingle Creek WMO Commissioners

From: Todd Shoemaker PE
Katie Kemmitt
Grace Neumiller

Date: April 3, 2024

Subject: Republic Services Letter from Commission

**Recommended
Commission Action**

Approve sending letter to Republic Services on behalf of Commission

On March 13th, 2024, Crystal resident William Kuster sent an email to Shingle Creek and West Mississippi Watershed Management Commission Members about a pervasive litter problem potentially originating at the Republic Services Minneapolis Recycling Center, located in the Minneapolis Camden neighborhood (4345 Lyndale Ave). In the email, Mr. Kuster described the litter blown from the Republic Services Recycling Center that accumulates in the Shingle Creek watershed and flows downstream into the Mississippi River. Mr Kuster contacted the office of the Minneapolis 4th Ward City Council member, LaTrisha Ward. The City of Minneapolis then sent an Inspector to inspect the grounds of the Recycling Center. Mr. Kuster documented the litter accumulation with photos. He asked the Commission, as an organization larger than himself, to “recognize this litter problem and the detrimental effect it has on the watershed as a worthy cause, and to join with [him] to take it on as an issue that [the Commission] can use [its] influence and power to try to correct”.

At the March Shingle Creek and West Mississippi Watershed Management Commission meeting, the Commission asked Stantec to draft a letter to Republic Services addressing the issue of litter from the Recycling Center polluting Shingle Creek.

After the City of Minneapolis received Mr. Kuster’s email, a City of Minneapolis Inspector visited the Republic Services Recycling Center to perform a litter inspection. Beverly Mathiasen, Sales Manager at Republic Services, asserted in an email that at the time of inspection, there were no violations or citations cited at the Recycling Facility. She asserted that the Inspector was pleased with Republic Services’ operations and management practices. Ms. Mathiasen wrote that Republic Services is compliant with Chapter 350 of the City of Minneapolis Code of Ordinances and remains good stewards of the environment. She listed the following “good faith efforts” in maintaining compliance that Republic Services follows:

1. Employment of a full-time groundskeeper to maintain outdoor cleanliness inside and outside the perimeter fence;
2. Screening along the interior perimeter of the fence line to deter material blowing outside of property line;
3. Belting on the bottom of fences to deter material blowing outside of the property line;

4. Tarping for open top dumpster that will be covered after business hours;
5. Street sweeper operating daily to maintain parking lot cleanliness; and
6. Bull fencing used to block tip of floor doorway during nonoperational hours to deter blowing debris.

With the recent passing inspection in mind, we drafted the attached letter with a “softer” tone while stressing that they prioritize trash management and take immediate action when routine housekeeping and required activities are not sufficient due to changing conditions (i.e. weather, processing capability).

Judie Anderson

From: William Kuster <wmkuster@yahoo.com>
Sent: Friday, March 22, 2024 2:24 PM
To: Judie Anderson
Subject: Shingle Creek Watershed Commission

(Please forward this email to the commission members)

Shingle Creek Watershed Commission Members,

I spoke during the open forum last week about a litter problem originating from the Republic Services Minneapolis Recycling Center.

Thank you for taking the time to listen to me and for your decision to draft and send a letter to the City of Minneapolis and to Republic Services detailing your concerns about this situation.

I think it is important for me to note that it is very important and useful for you to use your influence as a watershed commission to promote positive influences and discourage negative influences on the watershed that you manage.

You as the commission are well aware of the regulatory powers that you have available to you that can be used to force compliance and change negative behavior. You know this, but not everyone else knows what regulatory powers you have. Just using the clout of the Shingle Creek and West Mississippi Watershed Management Commissions name can produce positive impacts regardless if you have any actual ability force change or compliance. If you receive new information about something you consider a worthy cause affecting the watershed, I would suggest you press forward and as a last resort, and not any earlier, concede to the fact you tried even if you didn't legally have the ability to force compliance with what you think is a bad situation.

On a positive note, I have recently noticed a vast improvement in the cleanliness of the facility yard at Republic Services, this will greatly reduce litter in the surrounding area. I think this is due to the involvement of many interested parties that have brought attention to this matter.

Thanks again,

William Kuster

Judie Anderson

From: Ray Schoch <rayeschoch@gmail.com>
Sent: Friday, March 15, 2024 8:16 PM
To: RA Polzin
Cc: Thompson, Becka R.; Sorensen, Michael L. Mike; Elizabeth (Liz) Stout; Shoemaker, Todd; Judie Anderson
Subject: Mr. Kuster
Attachments: Shingle Creek Falls.JPG

Hi, Andy...

FYI, given Mr. William Kuster's criticism(s) at Thursday's SCWMC meeting of the lack of response from Minneapolis city officials over the Republic recycling facility's trash being blown into Shingle Creek below its man-made falls, I thought SCWMC members, Stantec, and relevant city officials, copied above, should know that I spoke at some length this afternoon with city council representative LaTrisha Vetaw and her staff. Shingle Creek and its falls are entirely within Ms. Vetaw's ward (Ward 4) in the city. She and her office staff are familiar with Mr. Kuster, are aware of the issue, and have heard from Mr. Kuster multiple times about it. They have reported it to the city's code enforcement department. Having referred the issue to the appropriate city agency, there's not a lot more the council rep's office can do beyond sounding sympathetic, and checking periodically with code enforcement, should Mr. Kuster call them again. Code enforcement will – or at least *should* – speak or write a formal letter to Republic about the issue, and Republic's lack of compliance with the relevant Minneapolis and state MPCA regulations.

If the paper, etc., is being blown into the creek itself, or onto its banks, actual cleanup strikes me as something that ought to be Republic's responsibility, but that in practice may well fall at least partly on the shoulders of MPRB. It's my understanding that Hennepin County's

influence over the water itself pretty much vanishes at a point upstream from the falls, and from the falls (an artificial 10 or 12-foot drop that brings the creek down to a level where it can pass under Lyndale Ave N and I-94 – see attached image), MPRB owns both banks and the bottom of the stream, and the water itself (I could be mistaken about the water – check with Mike Sorensen, or Liz Stout, or Troy) until the creek meets the Mississippi just north of the Camden Bridge over the river.

Anyway, I've talked to the appropriate Minneapolis city council representative, the city is aware of the issue, and the appropriate city agency has been notified. Please pass that information on to Mr. Kuster if you deem it appropriate to do so.

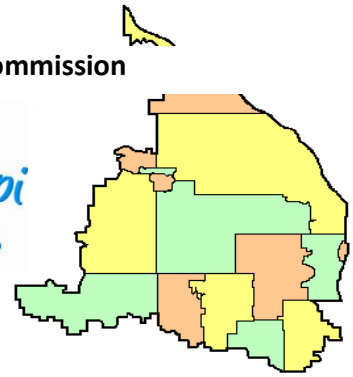
Best wishes,

Ray Schoch

5146 Russell Avenue North

Minneapolis, MN 55430

Shingle Creek Watershed Commissioner for the City of Minneapolis



April 11, 2024

Republic Services Minneapolis Recycling Center
4345 Lyndale Ave
Minneapolis, MN 55412

Dear Republic Services,

As formal managers of the Shingle Creek Watershed, we are troubled by the amount of trash and litter accumulating in Shingle Creek (creek). This is an issue throughout our watershed but may be more prevalent in the lower watershed. Based on recent reports by community members living near the creek, Republic Services Recycling Center operations, located at 4345 Lyndale Ave, may be discharging trash onto the creek banks and into the creek itself.

Trash poses a threat to local wildlife and ecosystems, degrades the aesthetics of our environment, and harms Shingle Creek water quality. It is an emerging pollutant that can release harmful chemicals and contaminants, like microplastics and BPAs, into the water that threaten ecosystem and human health. This stretch of Shingle Creek is particularly important, as it is just above the confluence with the Mississippi River and falls within a highly vulnerable population area in the watershed (see attached map). The nature of the problem and its location within the watershed makes this an environmental justice issue. The Commission is dedicated to improving water resources for all, especially marginalized communities in Minneapolis.

The Commission, as a Watershed Management Organization and formed through a joint powers agreement, relies on the City of Minneapolis and the Minnesota Pollution Control Agency for enforcement authority. We understand that a City of Minneapolis inspector did not find any violations at the time of the most recent inspection; however, a recycling center, and the significant materials present, can pose an ongoing threat to the creek ecosystem and community. We urge Republic Services to continue working with City of Minneapolis inspectors to prevent further issues with trash in the Shingle Creek through compliance with existing Minneapolis codes and by maintaining compliance with the Minnesota Industrial Stormwater Discharge Permit requirements applicable to your facility. We assume this could be accomplished by increasing facility clean-up frequency, improving containment fences, controlling and minimizing litter accumulation outside of processing buildings, and collecting litter that escapes facility grounds.

April 11, 2024

Page 2

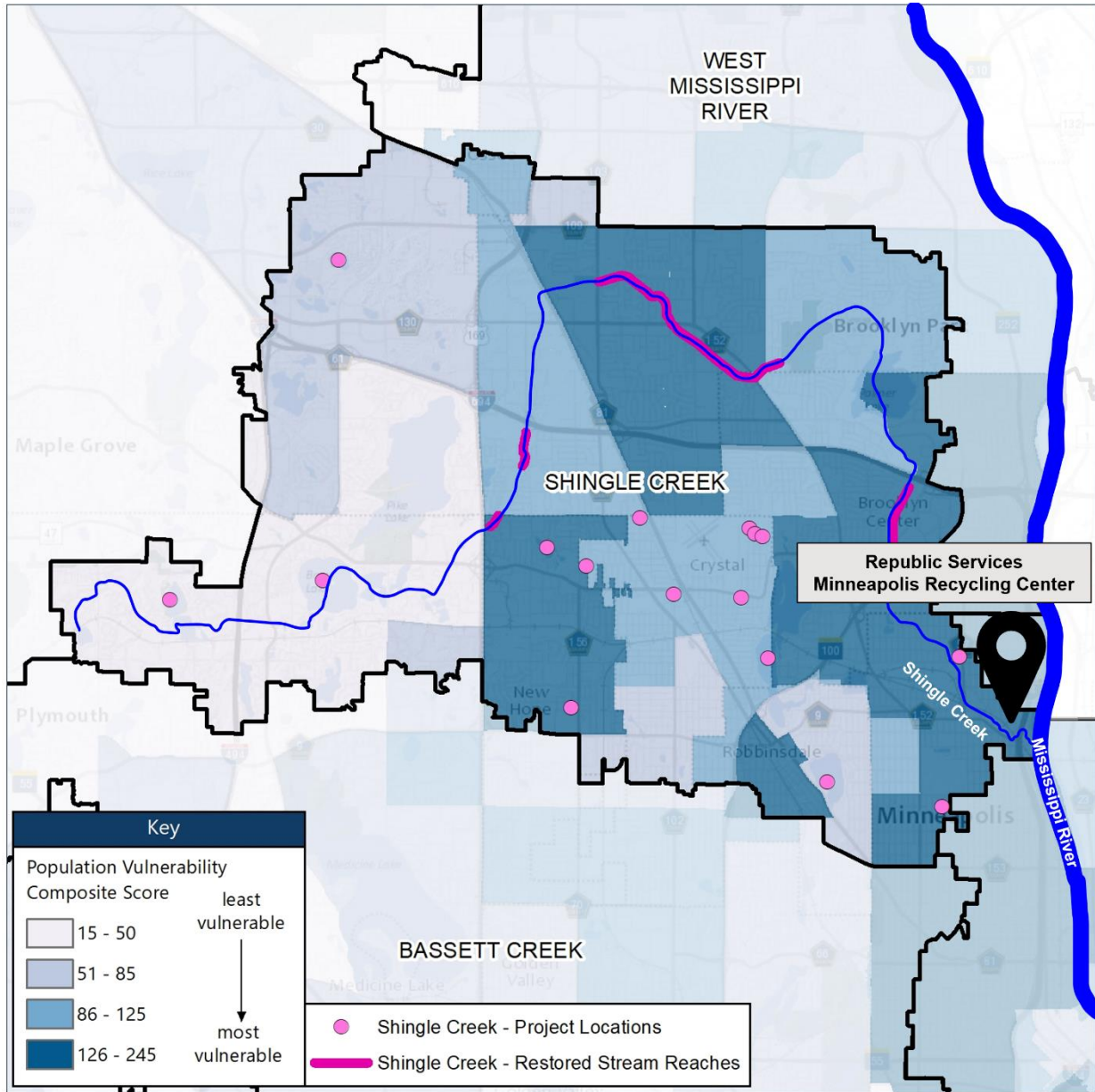
Preserving the cleanliness and integrity of our natural surroundings is not only a responsibility we all share, but it is essential for the well-being of our community and the environment. We kindly request that Republic Services invest in the community where they operate by prioritizing this matter and take immediate action when routine housekeeping and required activities are not sufficient due to changing conditions (i.e. weather, processing capability).

Thank you for your attention to this matter. We look forward to hearing from you soon regarding the steps that Republic Services will take to reduce trash in Shingle Creek.

Sincerely,

Andy Polzin, Chair
Shingle Creek Watershed Management Commission

Cc: Aaron Janusz, Minnesota Pollution Control Agency
Liz Stout, City of Minneapolis Water Resources Manager
Kelly Muellman, City of Minneapolis Environmental Programs Manager



Judie Anderson

Subject:

FW: Public Comment Opportunity on the Minneapolis Stormwater Management Program

From: Missaghi, Shahram (he/him/his) <shahram.missaghi@minneapolismn.gov>

Sent: Tuesday, April 2, 2024 1:27 PM

To: Pilger, Debra <dpilger@minneapolisparks.org>; Missaghi, Shahram (he/him/his) <shahram.missaghi@minneapolismn.gov>

Subject: Public Comment Opportunity on the Minneapolis Stormwater Management Program

We like to hear from you!

The Climate & Infrastructure Committee of the Minneapolis City Council will conduct a public hearing on Thursday, **May 2, 2024, at 1:30 pm**, in Room 350, Public Service Center, 250 S. Fourth St., seeking public input into the priorities and programs that make up the city's [Minneapolis Stormwater Management Program](#) (SWMP).

At the time of the public hearing, the committee will provide an opportunity (see [guidance](#)) for all interested persons to be heard regarding the SWMP. You are not required to participate in the in-person meeting. You may comment in writing by sending a written statement to arrive before the public hearing to: councilcomment@minneapolismn.gov or Minneapolis City Clerk's Office, C/O Climate & Infrastructure Committee Coordinator, 350 S. Fifth St., Room 304, Minneapolis, MN 55415-1382. The committee will consider all timely written and oral comments and statements. **If you need accommodation to fully participate, or if you need this document in a different format, please call 311 or 612-263-6850 (TTY).**

HISTORY:

National Pollutant Discharge Elimination System (NPDES) is a program created in 1990 by the United States Environmental Protection Agency (EPA) to protect water quality through the regulation of the discharge of pollutants to lakes, streams, wetlands, and other surface waters. This program regulates different types of municipal, industrial, and construction activities and is administered locally by the Minnesota Pollution Control Agency (MPCA).

Providing an opportunity for public input into the development of Stormwater Management Program (SWMP) priorities and programs is one of the requirements of the NPDES Municipal Separate Storm Sewer System (MS4) Phase I Permit issued jointly to the City of Minneapolis and the Minneapolis Park & Recreation Board (MPRB). The SWMP was written to address [NPDES MS4 Phase I Permit](#) issued to the City and the MPRB by the MPCA on February 16, 2018. This is an opportunity for all our partners to weigh in on priorities and concerns regarding the City's management of stormwater under the Federal Clean Water Act.

If you have any questions, please feel free to contact either Shahram Missaghi or Deb Pilger. Our contact information appears below. Thank you!

Shahram Missaghi, Ph.D. | Water Resources Regulatory Coordinator

Minneapolis Public Works | Surface Water & Sewers Division

Room 300, Public Service Center

250 South 4th Street | Minneapolis, MN 55415

shahram.missaghi@minneapolismn.gov | Office: 612-673-3260

Debra Pilger

Environmental Management Director

Minneapolis Park & Recreation Board

Phone: 612-313-7728

Email: dpilger@minneapolisparks.org



SHINGLE CREEK / WEST MISSISSIPPI WATERSHED MANAGEMENT COMMISSION
MONTHLY COMMUNICATION LOG
April 2024

Date	From	To	SC	WM	Description
3/11/24	Carli Wagner, DNR	Katie Kemmitt	X		Request for Bass and Pomerleau alum treatment pH data, vegetation survey data, and sediment core data from pre- and post-alum treatment. Carli's team is evaluating restorations done under Legacy Amendment funds as part of the Restoration Evaluation Program.
3/15/24	Kayla Westerlund, Trust for Public Land	Todd Shoemaker	X		Staff assisted with teaching of the "water unit" at the FAIR School in Crystal. We discussed "green careers" related to watershed management and used the nearby and recent Gaulke Pond subwatershed study as an example.
3/19/24	Alex Letvin, DNR	Judie Anderson	X		Request for monitoring data from 639W channel outlet to inform a similar DNR project.
3/19/24	Katie Kemmitt	Tony Havranek, WSB	X		Checking in on request for revised contract for Crystal Lake carp removal work.
3/19/24	MnDOT	Todd Shoemaker	X		MnDOT will be performing pond maintenance on four ponds near the Shingle Creek Parkway and I-94 interchange.
3/21/24	Ian Alexander, City of Brooklyn Center	Todd Shoemaker	X		The City of Brooklyn Center requested a meeting with watershed staff to discuss potential redevelopment within the Shingle Creek Crossing development (former Brookdale Mall area). Staff subsequently discussed the situation with Chair Polzin and agreed to provide City staff with a limited study of existing and potential pollutant loading, which could then inform redevelopment opportunities.
3/24/24	Amit Pradhananga, UMN	Katie Kemmitt	X	X	Request for response to survey meant to better understand water professionals' perspectives about lake management and implementation of BMPs.
3/25/24	Jordan Wein, Nine Mile Creek Watershed District	Katie Kemmitt	X		Email requesting info about Shingle Creek's revegetation work in Bass Lake.
3/27/24	Mike Sorenson, MPRB	Todd Shoemaker & Diane Spector	X		MPRB has a vision for Shingle Creek Regional Park (Brooklyn Center/Minneapolis border to 44 th Ave) that includes environmental and recreational improvements. MPRB has requested \$1.1M of LCCMR funding to be spent on creek restoration purposes. If approved, MPRB would be planning to spend approximately \$4.3M for one large project in the Shingle Creek corridor in 2024-2025. The project would include variety of recreational and environmental improvements being paid for by different sources of funds, but it would likely be bid and administratively handled as one big project.
3/28/24	Laura Jester, Bassett Creek Administrator	Diane Spector, Katie Kemmitt	X	X	Laura requested a meeting to discuss SCWM's Maintenance Fund and Partnership Cost-share Programs. Bassett Creek WMO is interested in doing something similar.
4/2/24	Diane Spector	Eagle Lake Preservation Association	X		Attending Lake Associations annual meeting to discuss 2024 plans for Eagle and Pike Lakes.

To: Shingle Creek/West Mississippi WMO Commissioners
From: Todd Shoemaker, PE, CFM
Katie Kemmitt
Date: April 3, 2024
Subject: April 2024 Staff Report

**Recommended
Commission Action**

For discussion and information.

General Updates

Watershed Based Implementation Funding (WBIF) Convene Group

The next convene meeting will be held in late April. Staff met with Laura Jester, Bassett Creek WMO, on March 28th to discuss shared WBIF items, such as the continuation of the Hennepin County Shared Education & Outreach Coordinator. Laura expects Bassett to be in favor of funding a portion of the position for the next two years. Staff also discussed the continuation of Hennepin County Chloride Initiative work with Ms. Jester. WBIF funding for the initiative would have to have a measurable water quality impact. Staff are brainstorming project ideas.

Project Updates

Maintenance Fund

The 2024 Maintenance Fund activities approved at the March 2024 meeting are Bass Lake curly-leaf pondweed delineation and treatment, and six maintenance events at the Ryan Creek carp barrier. Staff are planning to delineate curly-leaf pondweed in Bass Lake the week of April 1st. After delineation maps have been made, staff will issue a request for quotes for herbicide treatment and anticipate the selected contractor treating in late April or early May. Staff anticipate maintaining the Ryan Creek carp barrier several times in Spring to alleviate some of the debris clogging the weir.

Brookdale Park, Shingle Creek

Stantec is currently developing preliminary (30%) design plans for stabilization and remainder of the creek within this project area. Staff anticipates presenting the draft plans at the May Commission meeting.

Eagle and Pike Lake Management Plans

Staff met with the Eagle Lake Preservation Association at their Annual Meeting on April 2 to introduce the upcoming alum and aquatic vegetation improvements on Eagle and Pike Lakes. The attendees were very excited for the upcoming projects and are interested in being involved in whatever way they can.

Items in Bold Italic have changed since the last report

Grant Projects

Project	Grant Source	Expiration	Status
<i>Shingle Creek</i>			
Crystal Lake Mgmt Plan	MPCA 319	05/30/24	Final sediment core results & spring carp removals
Meadow Lake Mgmt Plan	CWF	12/31/24	Grant has been extended for possible 2024 BMPs
Palmer Creek Estates Stream Resto: Plymouth	CWF	12/31/24	Work mostly complete, punch list items & veg
Bass Lake Vegetation Mgmt	DNR CPL	06/30/25	In progress
Eagle Lake SWA	WBIF	12/31/25	Complete except for final report
Gaulke Pond Area SWA	WBIF	12/31/25	Complete except for final report
<i>Colorado Ave Infiltration Trench design</i>	<i>MPCA</i>	<i>06/30/25</i>	<i>In progress</i>
<i>West Mississippi</i>			
Miss Riverbank Stabilization	WBIF	12/31/25	In progress

Cost Share Projects

Project	Partner	Amount	Status
<i>Shingle Creek</i>			
Shingle Creek Rain Gardens	City-Mpls	\$50,000	In progress
Highland Gables	Partner-Metro Blooms	\$49,993	In progress (\$35,903.81 pd to date)
<i>West Mississippi</i>			
Miss Gateway Shoreline Stabil	Partner-3 Rivers	\$75,000	Awarded, not yet started

Encumbered Balances as of 12/31/23 (Amounts are approximate)

Watershed	City Cost Share	Partnership	Closed Projects	Assigned	Unrestricted
Shingle Creek	\$292,639	\$106,000	<i>\$370,000</i>	\$23,000	\$69,000
West Mississippi	\$460,000	\$130,000	\$151,000	\$154,000*	\$120,000

*About \$89,000 assigned to "Grant Match account"