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July 6, 2023

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

*The agenda and meeting packets are available on
the Commission's web site.*
<http://www.shinglecreek.org/minutes--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, July 13, 2023, in the Aspen Room at Plymouth Community Center, 14800 34th Avenue North, Plymouth, MN.

Lunch will be served at 12:00 noon and the meetings will convene concurrently at 12:45.

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

Please make your meal choice from all of the items below and email me at judie@jass.biz to confirm your attendance and your meal selection by **noon, Tuesday, July 11, 2023.** 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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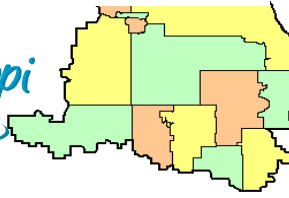
Order your deli sandwich box lunch. Sandwiches come with lettuce, tomato and mayo. As an alternative you may specify your sandwich with **wheat bread or as an **unwich** (lettuce wrapped).**

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	

**Please also indicate: your cookie preference: Chocolate Chip or Oatmeal Raisin
and your beverage preference: (W) Water (C) Coke (DC) Diet Coke (S) Sprite (N) None**



Watershed Management Commission



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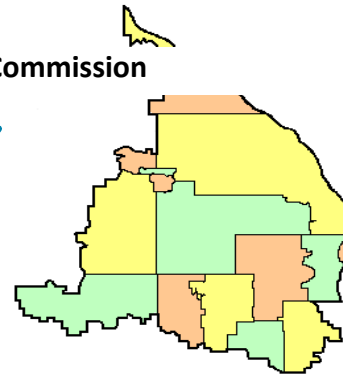
A combined regular meeting of the Shingle Creek (SC) and West Mississippi (WM) Watershed Management Commissions will be convened Thursday, July 13, 2023, at 12:45 p.m. Agenda items are available at <http://www.shinglecreek.org/minutes--meeting-packets.html>. *Black typeface denotes SCWM items, blue denotes SC items, green denotes WM items.*

AGENDA | July 13, 2023

1. Call to Order.
 - SCWM a. Roll Call.
 - ✓ SCWM b. Approve Agenda.*
 - ✓ SCWM c. Approve Minutes of Last Meeting.*
2. Reports.
 - ✓ SCWM a. Treasurer’s Reports and Claims** - voice votes.
3. Open forum.
 - SCWM
4. Project Reviews.
 - ✓ WM a. WM2023-03 Decatur Drive Apartments, Brooklyn Park.*
5. Action Items.
 - ✓ SC a. Approve Master Services Agreement – Shingle Creek.*
 - ✓ WM b. Approve Master Services Agreement – West Mississippi.*
 - ✓ WM c. Adopt the Closed Project Account Policy.*
 - 1) Authorize Transfer of Unused Levy Funds for Two Champlin Projects.*
 - ✓ WM d. Authorize River Park CIP Reimbursement.*
 - 1) Request for Reimbursement.*
6. Water Quality.
 - ✓ WM a. Mississippi Riverbank Stabilization Feasibility Study.*
7. Education and Public Outreach – update.**
 - SCWM a. WMWA – next meeting August 8, 2023, at 8:30 a.m., via Zoom.
8. Grant Opportunities.
 - ✓ SCWM a. 2023 Clean Water Fund Grant Solicitations.*
9. Communications.
 - SCWM a. Communications Log.*
 - SCWM b. Staff Report.*
 - 1) Highway 252/I-94 EIS Review. 5) Eagle Lake SWA.
 - 2) Meadow Lake. 6) Gaulke Pond SWA.
 - 3) Crystal Lake. 7) Shingle Creek Brookdale Park Remeander.
 - 4) Legal Boundary Update. 8) SC Trail Bank Stabilization and Fish Access.
10. Other Business.
- SCWM 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 | June 8, 2023**

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

I. A joint meeting of the Shingle Creek Watershed Management Commission and the West Mississippi Watershed Management Commission was called to order by Shingle Creek Chairman Andy Polzin at 12:46 p.m. on Thursday, June 8, 2023, at Plymouth Community Center, 14800 34th Avenue North, Plymouth, MN.

Present for Shingle Creek: David Mulla, Brooklyn Center; Greg Spoden, Brooklyn Park; Burt Orred, Jr., Crystal; Karen Jaeger, Maple Grove; Ray Schoch, Minneapolis; John Roach, Osseo; Andy Polzin, Plymouth; Wendy Scherer, Robbinsdale; Diane Spector and Todd Shoemaker, Stantec; Troy Gilchrist, Kennedy & Graven; and Judie Anderson, JASS. Not represented: New Hope.

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

Also present were: Mitch Robinson, Brooklyn Park; Ben Perkey, Crystal; Derek Asche, Maple Grove; Katie Kowalczyk, Minneapolis; Nick Macklem, New Hope; James Kelly, Osseo; Leah Gifford and Amy Riegel, Plymouth; Richard McCoy and Mike Sorenson, Robbinsdale; and Kris Guentzel and Grace Barcelow, Hennepin County.

II. **AGENDAS AND MINUTES.**

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

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

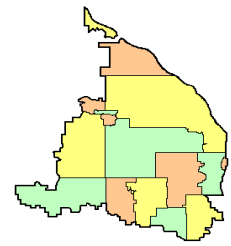
Motion by Schoch, second by Roach to approve the **minutes of the May 11, 2023, regular meeting**.* *Motion carried unanimously.*

Motion by Jaeger, second by Butcher to approve the **minutes of the May 11, 2023, regular meeting**.* *Motion carried unanimously.*

III. **FINANCES AND REPORTS.**

A. Motion by Schoch, second by Roach to approve the Shingle Creek **June Treasurer's Report, addendum,* and claims** totaling \$90,359.23. Voting aye: Mulla, Spoden, Orred, Jaeger, Schoch, Roach, Polzin, and Scherer; voting nay: none; absent: New Hope.

B. Motion by Jaeger, second by Butcher to approve the **West Mississippi June Treasurer's Report* and claims** totaling \$19,540.80. Voting aye: Mulla, Collins, Butcher, Jaeger, and Roach; voting nay: none.



IV. OPEN FORUM.

V. PROJECT REVIEWS.

A. SC2023-03 Silver Creek Senior Living 3rd Addition, Maple Grove.* The proposed project is the third addition of the Senior Living Community that began in 2013 approved under permit SC2013-07: Maple Grove Senior Community. The project is the construction of eight senior living townhomes and associated parking. The site is 3.13 acres. Following development, the site will be 54 percent impervious with 1.7 acres of impervious surface, an increase of 1.1 acres. A complete project application was received on May 5, 2023.

Commission rules require the site to infiltrate 1.1 inches of runoff from new impervious and reconstructed impervious area within 48 hours. The site is located within the Maple Grove Gravel Mining Area. In 2010, the Commission reviewed and approved a plan by the City of Maple Grove to obtain infiltration credits for this new development by constructing biofiltration basins adjacent to four existing regional stormwater ponds. Stormwater from areas that developed prior to the infiltration rule is directed to these basins.

To comply with the Commission's water quality treatment requirement, the site must provide treatment so there is no net increase in TP or TSS from pre- to post-development land cover. This requirement is satisfied by the downstream Regional Pond SC-P51. The applicant meets Commission water quality treatment requirements.

Commission rules require that site runoff is limited to predevelopment rates for the 2-, 10-, and 100-year, 24-hour, and 100-year, 10-day critical storm event. Runoff is proposed to be routed to nearby regional ponds. The runoff from the site will be routed through existing storm sewer leading to the adjacent stormwater pond SC-P51. HydroCAD calculations prepared by Bonestroo & Associates in 2002 showed that this pond provides rate control for a site with curve number of 86. The current proposal uses curve number 76 based on the site being 54% impervious and having hydrologic group A soil. The applicant meets the Commission's rate control requirements.

The erosion control plan includes a rock construction entrance, seed, and erosion control blanket for slopes greater than 4:1. The erosion control plan meets Commission requirements.

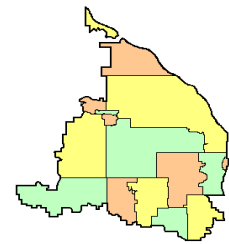
The National Wetlands Inventory does not identify any wetlands on site. The applicant meets Commission wetland requirements. There are no Public Waters on this site. The applicant meets Commission Public Waters requirements.

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

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

A public hearing on the project was conducted on May 8, 2023, as part of Planning Commission and City Council review of this project, meeting Commission public notice requirements.

A draft Operations & Maintenance (O&M) agreement between the applicant and the City of Maple Grove was not provided.



Motion by Jaeger, second by Schoch to advise the City of Maple Grove that Project 2023-03 is approved subject to receipt of a complete O&M agreement between the applicant and the City for the sumps on the project site. *Motion carried unanimously.*

B. SC2023-04 Nathan Lane Improvements, Plymouth.* Construction and reconstruction of Nathan Lane, between Bass Lake Road and 54th, 54th and 56th between Nathan Lane and the Highway 169 Service Road, and the Highway 169 Service Road between 56th and Schmidt Lake Road. A complete project review application was received April 24, 2023.

The proposed linear project includes improvements to Nathan Lane, 56th, 54th, and the Highway 169 Service Road. The site is 10.7 acres. Following development, the site will be 81 percent impervious with 8.7 acres of impervious surface, an increase of 0.6 acres.

Commission rules require linear projects to infiltrate the larger of one-inch times the new impervious surface or one-half inch times the sum of the new and fully reconstructed impervious surface within 48 hours. The new impervious area is 0.6 acres, which requires 2,178 CF of volume. The new and fully reconstructed impervious is 1.5 acres (65,340 ft²), which requires 2,723 CF. Therefore, the required water quality volume is 2,723 CF.

Due to poor soils, the applicant proposes to construct a filtration basin. The basin doesn't meet volume retention requirements, but the applicant has submitted evidence under rule D.2.b.2 that a reasonable attempt was made to achieve the standard. Additional volume is not practical because of the limited drainage area and relatively flat storm sewer slopes. The applicant meets Commission volume retention requirements.

- a. Infiltration Volume Retention Required:
65,340 ft² x 0.5 inches x 1 ft/12 inches = 2,723 ft³
- b. Filtration Volume Retention Required:
65,340 ft² x 0.5 inches x 1.82 x 1 ft/12 inches = 4,955 ft³

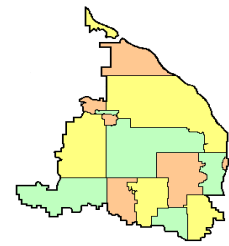
To comply with the Commission's water quality treatment requirement, the site must provide treatment so there is no net increase in TP or TSS from pre- to post-development land cover. Meeting the infiltration requirement is considered sufficient to provide a similar level of treatment.

Runoff from the site is proposed to be routed through a filtration basin that achieves no net increase in TP and TSS from predevelopment land cover. The applicant meets Commission water quality treatment requirements.

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

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

The National Wetlands Inventory identifies one probable wetland in the northeast portion of the site. Plymouth is LGU for WCA administration. Wetland buffers a minimum of 20 feet in width and averaging 30 feet in width are provided. The applicant meets Commission wetland requirements.



Bass Creek is a Public Water and runs through the northern portion of the site. It is impaired for Aquatic Consumption and Aquatic Recreation. The proposed project includes the replacement of two culverts within Bass Creek. The applicant has demonstrated the crossing: will retain adequate hydraulic capacity, will not adversely impact water quality, represents a minimal impact design, and allows for future maintenance. The applicant meets Commission Public Waters requirements.

There is FEMA 100-year floodplain on the northwestern portion of this site. However, Nathan Lane N (909.17') is at least two feet higher than the FEMA 100-year flood elevation (907.17'). The filtration basin has a high-water level of 916.02 and the lowest adjacent road, Nathan Lane, is 919.50'. The applicant meets Commission floodplain requirements.

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

A public hearing on the project was conducted on March 2, 2023, as part of Planning Commission and City Council review of this project, meeting Commission public notice requirements.

The City of Plymouth is the owner of the filtration basin and will add the BMP to its scheduled maintenance list. An Operations & Maintenance (O&M) agreement is not required.

Motion by Schoch, second by Spoden to advise the City of Plymouth that Project SC2023-04 is approved with the condition that it can be demonstrated by double ring infiltrometer or witness test that the site can meet the design filtration rate of 0.8 inches/hour. *Motion carried unanimously.*

C. SC2023-05 Arbor Lakes Building 8, Maple Grove.* Construction of one industrial building and associated parking on a 9.75-acre site located at 10400-10500 Fountains Drive. The development was rough-graded under SC2022-04: Arbor Lakes Phase 3 and will utilize a pond approved under SC2022-04. The project is 85 percent impervious with 8.32 acres of impervious surface, an increase of 8.19 acres. The applicant shows a building to be constructed east of the currently proposed building in a future phase. This future phase will be subject to Commission standards and review at the time it develops. A complete project application was received on May 1, 2023.

Commission rules require the site to infiltrate 1.1 inches of runoff from new impervious area within 48 hours. As is the case with Project SC2023-03 above, the site is located within the Maple Grove Gravel Mining Area. The subject project is located within the "undeveloped area" and therefore meets Commission volume control treatment requirements.

To comply with the Commission's water quality treatment requirement, the site must provide treatment so there is no net increase in TP or TSS from pre- to post-development land cover. This requirement is satisfied by an onsite pond. The applicant meets Commission water quality treatment requirements.

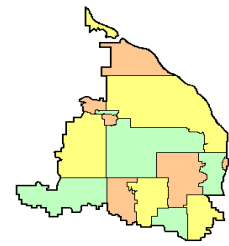
The applicant proposes to use a NURP pond approved under SC2022-04. The approved pond provides a dead storage volume of 9.1 acre-feet. The total impervious proposed to be treated by the pond is 31.09 acres: 22.69 acres from SC2022-04 and 8.32 acres from the present project. The required volume for the two sites is 6.5 acre-feet. A breakdown of the required volumes is shown below.

SC2022-04: Arbor Lakes Phase 3

22.69 acres x 2.5 inches x 1 ft/12 inches = 4.7 acre-feet

SC2023-05: Arbor Lakes Building 8

8.32 acres x 2.5 inches x 1 ft/12 inches = 1.8 ft³



Commission rules require that site runoff is limited to predevelopment rates for the 2-, 10-, 100-year, and 100-year 10-day storm events. Runoff from the site is proposed to be controlled by an onsite pond that discharges to the southeast. The applicant meets Commission rate control requirements.

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

The National Wetlands Inventory identifies one wetland on the site, but no wetland characteristics currently exist on the site. The City is the LGU for WCA administration. The applicant meets Commission wetland requirements.

There are no Public Waters on this site. The applicant meets Commission Public Waters requirements.

There is no FEMA-regulated floodplain on this site. The low floor elevations of the buildings (922.5') are at least two feet higher than the high-water elevation of the detention pond (913.14') according to Atlas 14 precipitation. The applicant meets Commission floodplain requirements.

The site is located in a Drinking Water Supply Management Area (DWSMA). Therefore, infiltration is permitted, but infiltrated water must first filter through one foot of soil, the top four inches of which are amended topsoil, and the bottom 8 inches of which are tilled. Infiltration is occurring offsite. The applicant meets Commission drinking water protection requirements.

City staff reports that a public hearing for this site was held on May 4, 2022. The applicant meets Commission public notice requirements.

The City maintains the pond approved with SC2022-04. An Operations & Maintenance (O&M) agreement is not required.

Motion by Schoch, second by Jaeger to advise the City of Maple Grove that Project 2023-05 is approved with no conditions. *Motion carried unanimously.*

VI. OLD BUSINESS.

VII. NEW BUSINESS.

A. Motion by Schoch, second by Spoden to accept the **2022 Audit Report.** *Motion carried unanimously.*

B. Motion by Butcher, second by Collins to accept the **2022 Audit Report.** *Motion carried unanimously.*

C. 2022-Year-End Fund Balances. The 2022 year-end balances for non-operating accounts are as follows:

1. Shingle Creek.* The 2022 preliminary year-end balances for non-operating accounts are the following:

a. Restricted for Capital Projects. These are funds that were levied for specific capital projects. The Commission holds these funds until such time as the member cities have completed the work. They then request reimbursement for their costs incurred.

The three stream restoration projects are likely to be closed out in 2023, with any levy funds that exceed the cities' requested reimbursements transferred at the end of the year to the

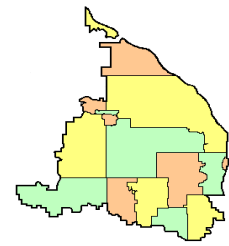


Table 1. Shingle Creek funds restricted for capital improvements.

Project	Amount Held
Robbinsdale Crystal Lake Management Plan	\$81,601
B Center/Park Connections II Stream Restoration	420,703
New Hope Meadow Lake Management Plan	297,851
B Park Bass Creek Stream Restoration	420,703
Plymouth Palmer Lake Estates Stream Restoration	630,630
Crystal Phase 2 SRP Channel Extension	131,344
Maintenance Fund	-147
Account Balance YE 2022	\$1,982,685

Closed Projects Account. The two lake management plans are ongoing. Some of the lake work such as monitoring is being billed directly to the project, while work that is required to be bid out such as alum treatments is funded by the member city, who on completion will request reimbursement.

The Phase 2 SRP Channel Extension is currently on hold and will likely to continue to be suspended until such time as the City and Commission can obtain a site access agreement from MAC to complete the project. The negative balance for the Maintenance Fund is a result of levy legal expense incurred in 2022 prior to the first collection of levy funds in 2023. The Commission levies a small multiplier on each project to fund levy admin and legal expenses.

b. Cost Share Projects. The Commission operates two cost share projects, one for city projects and one for partnership projects on private property. As noted below, there are two outstanding city cost share projects for which member cities have not yet requested reimbursement, and no outstanding partnership cost projects.

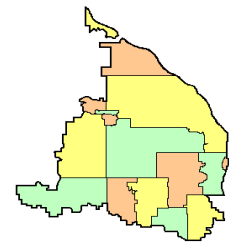
Table 2. Shingle Creek city cost share projects.

Project	Balance
Year End 2022	\$434,198
Mpls Shingle Creek Rain Gardens	-50,000
Encumbered Account Balance YE 2022	\$384,198
Levy funds expected 2023	+100,000
Crystal Community Center	-50,000
Transfer to Closed Projects for Feasibility Studies	-150,000
Estimated 2023 available balance	\$284,198

Table 3. Shingle Creek partnership cost share projects.

Project	Balance
Year End 2022	\$106,279
Highland Gables	-49,993
Encumbered Account Balance YE 2022	\$56,286
Levy funds expected 2023	+50,000
Encumbrances 2023 YTD	-0
Estimated 2023 available balance	\$106,286

c. Closed Projects Account. The Commission’s Closed Projects Account houses levy funds that exceed final project costs. In addition, on occasion a project is cancelled, and the levy funds are then transferred to this fund. These funds are intended to be used for other capital improvement projects, in-



cluding the cost of undertaking feasibility studies to preliminarily scope a future project. These funds may also be used to limit future capital levies for new projects. Earlier this year the Commission authorized transferring funds from the city cost share program to this account to supplement WBIF grants funding four studies.

Table 4. Shingle Creek closed project account funds.

Project	Balance
Year End 2022	\$40,155
2023 Transfer from Cost Share Fund	+150,000
Eagle Lake SWA and Lake Management Plan	-20,000
Gaulke Pond Area SWA	-0
Brookdale Park Remeandering	-39,000
SC Regional Trail Bank Stabilization	-25,000
Estimated 2023 available balance	\$106,155

d. Unassigned Funds Balances. The Commission has also in past years acted to segregate or assign some of its unrestricted reserves to be held for a specific purpose, for example to fund the Fourth Generation Plan. These unassigned funds may continue to be set aside to be used for these purposes or the Commission may elect to unassign the funds and transfer them to Unrestricted Reserves. One significant Assigned Funds account is the amount set aside from previously levied project funds specifically to complete years four (2023) and five (2024) of curly-leaf pondweed treatment on Bass and Pomerleau Lakes. Pomerleau has so far not seen any appreciable curly-leaf, so the work to delineate, permit, and contract for these treatments have been limited to Bass Lake.

Table 5. Shingle Creek assigned accounts balances.

Assigned Account	Balance
Bass and Pomerleau Curly-leaf Pondweed Treatments	\$23,236

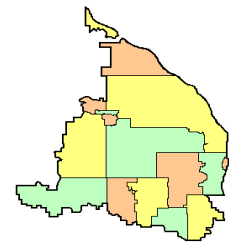
e. Unrestricted Reserve. The last category of funds is the Commission’s Unrestricted Reserves, which is cash on hand that has not been designated for a particular use. This helps with monthly cash flow and is a “rainy day reserve” in the event something unusual occurs, or one of the member cities withdraws from the JPA and no longer is contributing its share of expected revenues. The Commission does not have a policy establishing a desired minimum balance, but Elm Creek WMO just adopted a policy to maintain a cash reserve equal to either 50% of annual operating revenues or five months of operating expenses. Using the 2022 year-end budget, that minimum reserve balance would be the greater of the amounts in Table 6.

Table 6. Unrestricted reserve desirable balance calculation using 2022 budget figures.

Component	Operating Expenses	Operating Revenues
2022 Budget (prelim YE)	\$339,618	\$421,025
5/12ths of yearly expenses	141,507	
50% of yearly revenues		210,512
Unrestricted Reserves YE 2022	<u>Pending, est</u> \$69,260	<u>Pending, est</u> \$69,260

Staff’s best estimate is shown above, which falls short of what would be considered a desirable fund balance. In the past few years, the Commission has been including a “contribution to cash reserves” in its operating budget to help restore that balance.

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2. **West Mississippi*** has accumulated some very significant fund balances for capital and cost-share projects but has completed very few. The 2022 preliminary year-end balances for non-operating accounts are the following:

a. **Restricted for Capital Projects.** These are funds that were levied for specific capital projects, and include funds held for three outstanding projects. At the May 2023 meeting Champlin declined the funding for the first two projects and the Commission approved reassigning those funds. Brooklyn Park is working with its contractor to complete the necessary as-builts to submit along with its request for reimbursement for the River Park project.

Table 1. West Mississippi funds restricted for capital improvements.

Project	Amount Held
Champlin Mississippi Crossings Rain Garden	\$54,672
Champlin Mississippi Crossings Infiltration Vault	105,522
Brooklyn Park River Park	127,952
Account Balance YE 2022	\$288,146
To be reassigned (est)	\$160,194

b. **Cost Share Projects.** The Commission operates two cost share projects, one for city projects and, new in 2022, one for partnership projects on private property.

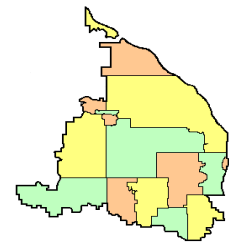
Table 2. West Mississippi city cost share projects.

Project	Balance
Year End 2022	\$410,705
Encumbrances (none)	- 0
Encumbered Account Balance YE 2022	\$410,705
Levy funds expected 2023	+50,000
Encumbrances 2023 YTD	-0
Estimated 2023 available balance	\$460,705

Table 3. West Mississippi partnership cost share projects.

Project	Balance
Year end 2022	\$105,583
Encumbrances (none)	-0
Encumbered Account Balance YE 2022	\$105,583
Levy funds expected 2023	+100,000
Encumbrances 2023 YTD	-0
Estimated 2023 available balance	\$205,583

c. **Unassigned Funds Balances.** The Commission has also in past years acted to segregate or assign some of its unrestricted reserves to be held for specific purposes. These unassigned funds may continue to be set aside to be used for these purposes or the Commission may elect to unassign the funds and transfer them to Unrestricted Reserves. The Subwatershed Assessments account is funds that had been budgeted for the completion of those studies. The funds for flood model updates were set aside at the time Shingle Creek began updating its HUC8 model, pending more information from the DNR on similar flood modeling that agency was completing in West Mississippi. The Grant Match funds account is funds that had previously been set aside to help fund small projects. It functions in much the same way as a Closed Projects



Account. For simplicity’s sake, the Commission could consider establishing a Closed Projects Account for the Champlin funds that will be unused in 2023 and transfer the Grant match funds to that account. Like the Shingle Creek Closed Projects account, use of those funds would be restricted to capital projects and feasibility studies in advance of capital projects.

Table 4. West Mississippi assigned accounts balances.

Assigned Account	Amount Held
Subwatershed Assessments	\$40,000
Flood Model Updates	25,000
Grant Match Funds	89,320

d. Unrestricted Reserve. The last category of funds is the Commission’s Unrestricted Reserves, which is cash on hand that has not been designated for a particular use. It serves the same purpose as the matching fund in Shingle Creek. Were the Commission to adopt a policy similar to that of Elm Creek, using the 2022 year-end budget, the minimum reserve balance would be the greater of the amounts in Table 5. It appears West Mississippi has an adequate unrestricted reserves fund balance.

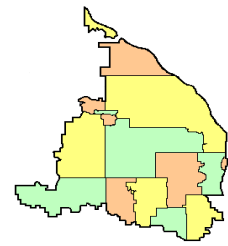
Table 5. Fund balance calculation using 2022 budget figures.

Component	Operating Expenses	Operating Revenues
2022 Budget (prelim YE)	\$152,439	\$194,331
5/12ths of yearly expenses	63,516	
50% of yearly revenues		97,165
Unrestricted Reserves YE 2022	\$120,902	\$120,902

D. Set 2023 Maximum Levies.* The Commissions must set the maximum amount of capital projects levy they expect to certify to Hennepin County. The actual levies will be certified in September, after the Commissions hold public hearings on the proposed projects. The table below shows the CIP projects that

2023 CIP Projects (2024 levy)

Project	Total Est Cost	City/Private	Grant	Comm Share
Cost share (city projects)	\$200,000	\$100,000	0	\$100,000
Partnership cost share (private projects)	50,000	0	0	50,000
Maintenance fund	50,000	0	0	50,000
Pike Creek Stabilization	395,000	290,000	0	105,000
Brookdale Park Natural Channel phase 1	625,000	0	0	625,000
Subtotal	\$1,320,000	\$390,000	\$0	\$930,000
5% additional for legal/admin costs				46,500
TOTAL LEVY (101% for uncollectable)				\$986,265
Cost share (city projects)	\$100,000	\$50,000	0	\$50,000
Partnership cost share (private projects)	100,000	0	0	100,000
Subtotal	\$200,000	\$50,000	\$0	\$150,000
5% additional for legal/admin costs				7,500
TOTAL LEVY (101% for uncollectable)				\$159,075



will be considered in September. The Maximum Levy sets the ceiling for the capital levy; the Commissions can certify a lesser levy but cannot increase it. In 2016 the Commissions began levying an additional 5% to cover administrative costs, and an additional 1% to cover uncollected levies, based on the historical rate of uncollectables. These maximum levies must be forwarded to Hennepin County by June 21, 2023.

1. Shingle Creek Projects.

a. Cost Share Fund. This annual project provides cost sharing to retrofit voluntary BMPs on city property. The TAC developed policies and procedures to administer these funds and makes recommendations to the Commission on which projects should be funded. The annual levy is \$100,000, to be matched at least one-to-one by a member city or cities. Applications are open until funds are depleted.

b. Partnership Cost Share Fund. This annual project provides cost sharing to retrofit voluntary BMPs on private property. The TAC developed policies and procedures to administer these funds and makes recommendations to the Commission on which projects should be funded. The annual levy is \$50,000, and funding does not require a match. Applications are open year-round until the funds are depleted.

c. Maintenance Fund. This program makes funds available for nonstructural practices such as, but not limited to, rough fish management; invasive aquatic vegetation control; alum treatment touch-up; native aquatic vegetation translocation; and maintenance of Commission-installed projects for which a member City is not specifically responsible.

d. Pike Creek Stabilization. A joint project between the cities of Plymouth and Maple Grove would stabilize eroding streambank along Pike Creek near its discharge point into Pike Lake, and upstream of Hemlock Lane.

e. Brookdale Park Natural Channel Phase 1. This project would remeander about 5,000 feet of Shingle Creek between a drop structure in Brookdale Park and Xerxes Avenue to improve water quality, enhance habitat, and restore natural form and function. In addition, bank stabilization improvements would be made to about 2,000 feet of Shingle Creek between Xerxes Avenue and Palmer Lake. Levy funding will be phased over multiple years; this is phase 1.

Motion by Schoch, second by Spoden to set the Shingle Creek maximum 2023 levy at \$986,265. *Motion carried unanimously.*

2. West Mississippi Projects.

a. Cost Share Fund. Identical to the Shingle Creek Cost Share fund, excepting that the annual levy is \$50,000.

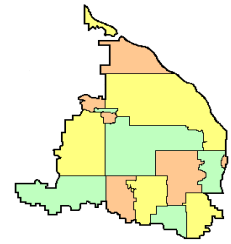
b. Partnership Cost Share Fund. Again, identical to the Shingle Creek Partnership Cost Share fund; however, the annual levy is \$100,000.

Motion by Roach, second by Collins to set the West Mississippi maximum 2023 levy at \$159,075. *Motion carried unanimously.*

VIII. EDUCATION AND PUBLIC OUTREACH.

A. The **West Metro Water Alliance (WMWA)** will meet via Zoom at 8:30 a.m., July 11, 2023.

B. Guentzel introduced the County’s Land and Water Unit’s new conservation specialist, **Grace Barcelow**. She will be dedicated to helping build and establish water quality program presence in more urban



and suburban areas of the county, which will include using outreach and community engagement tactics to help build public awareness and interest in implementing water quality projects. Her position was created in partnership with the West Metro Water Alliance and member water management organizations and is supported by a grant from the Board of Water and Soil Resources.

IX. COMMUNICATIONS.

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

B. **June Staff Report.***

1. **Highways 252/94 EIS Review.** The final draft comments on MnDOT's proposed Highway 252 / I-94 EIS Scoping Document & Draft Scoping Decision Document (DSDD) were presented to the Commissions at last month's meeting and the Commissioners authorized Stantec to submit the final comments. The comments were emailed to MnDOT, SRF, and the Federal Highway Administration on Friday May 19, 2023, prior to the close of the public comment period on May 26, 2023. The agencies confirmed receipt of the Commissions' comments on Monday May 22, 2023.

2. **Meadow Lake.** Meadow Lake received an alum treatment on May 16. The treatment went well, aside from some site restoration needed after driving heavy equipment on the grass at Meadow Lake Park. The lake also received an herbicide application on May 23 to treat the infestation of curly-leaf pondweed. Stantec will be doing two vegetation surveys on the lake this summer, and water quality on the lake is being monitored every two weeks by a CAMP lake monitoring volunteer.

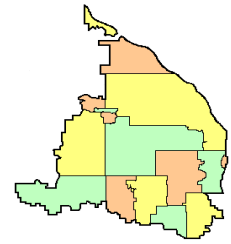
3. **Crystal Lake.** Carp removals on Crystal Lake have begun. Nets were installed in the south portion of the lake on May 30 and Stantec staff have begun baiting the nets with cracked corn daily.

4. **Legal Boundary Update.** Staff have received official concurrence from all member cities and neighboring watersheds for the boundary update. Stantec has now compiled the final list of parcels in Shingle Creek and West Mississippi Watersheds for submittal to Hennepin County. Staff are also compiling lists of parcels to be added or removed from neighboring watersheds. In June, they will submit the boundary update at the same time for all five adjacent watersheds: Shingle Creek, West Mississippi, Bassett Creek, Elm Creek, and Mississippi WMO.

5. **Eagle Lake Subwatershed Assessment.** Eagle Lake and Pike Lake sediment cores were collected in late April; cores are being analyzed for alum dosing. An aquatic vegetation survey is scheduled for mid-June on Eagle and Pike Lakes. Projects to address watershed loading were filtered down to the top nine and will be further refined based on recent site visits. The final set of potential projects to address watershed loading will be prioritized based on water quality impact and cost and presented in August to select one project to move forward to the concept design stage.

6. **Gaulke Pond Subwatershed Assessment.** The Gaulke Pond SWA background and preliminary volume reduction projects identified were presented to the Technical Advisory Committee (TAC) on May 11, 2023, for feedback. Stantec received confirmation from the City of New Hope on May 23, 2023, that public parks may be included in the assessment, provided there is no impact to existing turf spaces. Two additional sites, Sunnyside Park and Fred Sims Park, will be reviewed and considered for volume reduction BMP opportunities. This information will be incorporated into the final recommendation memo and presented in July to select one project to move forward to the concept design stage.

7. **Shingle Creek Brookdale Park Remeander.** The Remeander study includes field



assessment, topographic survey, soil sediment data collection, and development of concept alternatives, a basis of design memo, and preliminary plans of the selected alternative. Stantec staff have completed on-site field observations, topographic survey, sediment sampling collection and lab analysis, and have begun development of conceptual alternatives. Preliminary concepts will be further evaluated upon sediment lab testing results with a draft memo and concepts anticipated for presentation in July.

8. Shingle Creek Trail Bank Stabilization and Fish Access Improvements. This study includes field assessment, topographic survey, and development of concept alternatives, a basis of design memo, and preliminary plans of the selected alternative. Stantec staff have completed on-site field observations, topographic survey, and have begun development of conceptual alternatives. Preliminary concepts will be further evaluated with a draft memo and concepts anticipated for presentation in July.

X. Other Business.

There being no further business before the Commissions, the joint meeting was adjourned at 2:00 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Judie A. Anderson".

Judie A. Anderson
Recording Secretary
JAA:tim

Z:\Shingle Creek\Meetings\Meetings 2023\June 8, 2023 meeting minutes.docx

WEST MISSISSIPPI WATERSHED MANAGEMENT COMMISSION**PROJECT REVIEW WM2023-03: Decatur Drive Apartments**

Owner: Real Estate Equities
Address: 579 Selby Ave Saint Paul, MN 55102

Engineer: Josh Balzer, PE
Company: Sambatek
Address: 12800 Whitewater Dr, #300, Minnetonka, MN 55434

Phone: 763-476-6010
Email: jbalzer@sambatek.com

Purpose: Construction of two apartment buildings and associated parking on 7.8 acres.

Location: Northeast quadrant of Jefferson Highway North and Decatur Drive North (Figure 1).

- Exhibits:**
1. Project review application and project review fee of \$2,200, dated 4/26/2023, received 5/2/2023.
 2. Preliminary Site Development Plans (C1.01, C2.01, C2.02, C3.01, C4.01, C5.01, C5.02, C5.03, C6.01, C9.01, C9.02, C9.03, L1.01, L1.02, L1.03, by Sambatek, dated 2/21/2023, received 5/1/2023.
 3. Preliminary Stormwater Management Plan, by Sambatek, dated 5/1/2023, received 7/3/2023.
 4. Updated SWMP with 610 Junction West Model, by Sambatek, dated 5/24/2023, received 5/24/2023.
 5. Comment Responses, by Sambatek, dated 6/15/2023 and 6/28/2023, received 6/15/2023 and 7/3/2023.

- Findings:**
1. The proposed project is the construction of two apartment buildings and associated parking. The site is 7.80 acres. Following development, the site will be 59 percent impervious with 4.61 acres of impervious surface, an increase of 4.61 acres.
 2. The complete project application was received on 5/2/2023. To comply with the 60-day review requirement, the Commission must approve or deny this project no later than the 6/8/2023 meeting. Sixty calendar-days expires on 7/1/2023. In an email to Todd Shoemaker on June 2, 2023, the applicant requested an additional 60 days for this project review. Stantec extended the review deadline to August 30, 2023.
 3. Commission rules require the site to infiltrate 1.1 inches of runoff from new impervious and reconstructed impervious area within 48 hours. The new and reconstructed impervious area on this site is 4.61 acres, requiring infiltration of 18,414 cubic feet within 48 hours. The applicant proposes to construct three infiltration basins that have the capacity to infiltrate the required volume within 48 hours. The applicant meets Commission volume control requirements.

WM2023-03: Decatur Drive Apartments

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

Volume Retention Required (ft³)	BMP	Volume Retention Provided (ft³)	1-inch Runoff (ft³)	1.1-inch Runoff (ft³)	2.5-inch Runoff (ft³)
18,414	Three Infiltration Basins	40,279	16,740	18,414	41,849
	Total	40,279			

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

The applicant has satisfied the infiltration requirement and therefore meets Commission water quality treatment requirements. However, revisions to pretreatment requirements for the infiltration basins are necessary. The applicant does not meet water quality treatment requirements.

- Commission rules require that site runoff is limited to predevelopment rates for the 2-, 10-, and 100-year, 24-hour, and 100-year, 10-day critical storm event. Runoff from the site is routed to three infiltration basins that discharge north to a MNDOT drainage ditch. The ditch runoff is captured by a MNDOT pond east of the site. The applicant meets Commission rate control requirements (Table 2).

Table 2. Runoff from site (cfs).

Drainage Area	2-year event		10-year event		100-year event		100-year 10-day event	
	Pre-	Post-	Pre-	Post-	Pre-	Post-	Pre-	Post-
To Northeast	2.75	0.00	8.21	0.02	23.8	4.27	4.04	1.72
610 Junction Basin	0.27	0.01	0.72	0.10	1.89	0.38	0.14	0.04

- The erosion control plan includes a rock construction entrance, perimeter silt fence, silt fence surrounding infiltration basins, inlet protection, rip rap at inlets, erosion control blanket on basin slopes, and native seed specified on the pond slopes. The erosion control plan meets Commission requirements.
- The National Wetlands Inventory does not identify any wetlands on site. The applicant meets Commission wetland requirements.
- There are no Public Waters on this site. The applicant meets Commission Public Waters requirements.
- There is no FEMA-regulated floodplain on this site. The low floor elevations of the buildings (893’) are at least two feet higher than the high-water elevation of the infiltration basins (886.12’) according to Atlas 14 precipitation. The applicant meets Commission floodplain requirements.

WM2023-03: Decatur Drive Apartments

10. The site is located in a Drinking Water Management Area but is outside of the Emergency Response Area. Therefore, infiltration is permitted, but infiltrated water must first filter through one foot of soil, the top four inches of which are amended topsoil, and the bottom 8 inches of which are tilled. The applicant proposes infiltration through 4 inches of media mix E (80/20 sand/compost mix) and 30 inches of clean washed sand. The applicant meets the Commission drinking water protection requirements.
11. A public hearing on the project has been conducted on March 8th, 2023 as part of Planning Commission and City Council review of this project, meeting Commission public notice requirements.
12. A draft Operations & Maintenance (O&M) agreement between the applicant and the City of Brooklyn Park was not provided.
13. A Project Review Fee of \$2,200 has been received.

Recommendation: Approve subject to the following conditions:

1. Provide a complete O&M agreement between the applicant and the City of Brooklyn Park for all stormwater facilities on the project site.
2. Demonstrate by double ring infiltrometer or witness test that the site can meet the design infiltration rate of 0.8 inches/hour.

Stantec Inc.
Engineers for the Commission

Todd Shoemaker, P.E.

6/26/2023

Figure 1. Site location.

WM2023-03: Decatur Drive Apartments



Figure 2. Site grading plan.

To: Shingle Creek WMO Commissioners
From: Todd Shoemaker, PE
Date: July 3, 2023
Subject: Master Services Agreement

**Recommended
Commission Action**

For review and approval.

After the Stantec acquisition of Wenck, staff worked with the Commission attorney to establish and execute a Professional Services Agreement. This agreement has been used since early 2021 for Stantec to execute Commission engineering, monitoring, and education programs. Stantec has since stopped using the Professional Services Agreement, so the Commission re-selection of Stantec as the Commission Engineer seemed appropriate to update the agreement.

Stantec requests Commission approval of the attached Master Services Agreement (MSA). It has been reviewed by the Commission attorney and is very similar to what we have with other watershed districts. The Stantec 2023 hourly rates and expense costs are attached to the MSA (“Combo Rate Table”). No changes are proposed, as these were approved by the Commission earlier this year and will be updated annually as noted in the MSA.

The following Master Terms and Conditions apply to and govern all services performed by Stantec Consulting Services Inc., formerly Stantec Consulting Services, Inc. ("Consultant") for the Shingle Creek Watershed Management Commission ("Client"). In consideration of the mutual promises and agreements contained herein, the parties agree as follows:

SERVICES: Consultant shall provide the Client engineering and other technical services as directed by the Client as needed to assist the Client to administer and implement its watershed management plan and related procedures and requirements ("Services"). The Services shall include, but are not limited to, attendance at the Client's commission meetings, project reviews, water and natural resource inventories and monitoring, grant applications, subwatershed assessments, and special studies. In addition to the general services provided by Consultant, Client will authorize Consultant to proceed with specific services or projects, either verbally or in writing. Consultant will document any verbally authorized Services by sending an e-mail containing scope, schedule, and budget (collectively, an "Authorization to Proceed") to Client's Administrator/Clerk or such other representative that the Client may delegate from time to time. The client must respond to Consultant's e-mail with "I approve" or another similar affirmation to authorize Consultant to proceed with providing the specific Services. Alternatively, the Client and Consultant may agree to use a written and mutually signed Authorization to Proceed rather than an e-mail. The most recently approved fee schedule, together with all Authorizations to Proceed and these Terms and Conditions, constitute the Agreement.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the Services.

COMPENSATION: Consultant's fees for Services shall be billed as detailed in the most recently approved fee schedule. Consultant updates its fee schedule once per year, and any change in the applicable fee schedule will be approved by Client before any change in the fee schedule affects a project. Payment is due to Consultant within 30 days after Client's receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Unless otherwise noted in an authorization to proceed, the fees in this Agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required by applicable law. The Client shall not be responsible for paying for any of Consultant's expenses unless the payment of specifically identified types of expenses are expressly provided for in the particular Authorization to Proceed.

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

TERMINATION: This set of Master Terms and Conditions shall be effective from the date that it is executed until it is terminated by either party in writing. Client may terminate Services at any time by providing Consultant with written notice, which may be provided by e-mail. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated or suspended at Consultant's option. On termination by either party, Client will pay invoiced amounts for Services performed in accordance with this Agreement through the date of termination.

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

INDEMNITY: The Consultant shall indemnify and hold the Client harmless from damages, losses, or expenses, including reasonable attorney's fees to the extent permitted by common law or statute, to the comparative extent the same are proximately caused by the negligent acts, errors or omissions of the Consultant. The Client does not waive any immunity or limitation on liability afforded by applicable law.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the minimum limits of Consultant's applicable insurance coverage required to be maintained by this Agreement. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

WAIVER OF CONSEQUENTIAL DAMAGES: Neither the Client nor the Consultant shall be liable to the other for any consequential damages incurred due to the fault of the other or their agents. Consequential damages include, but are not limited to, loss of use, loss of profit, and loss of markets.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with a project are instruments of service for the execution of a project. Consultant retains the property and copyright in these documents, whether the Project is executed or not, and the Client shall have a license to use the documents for their originally intended purpose. These documents may not be used for any purpose other than their originally intended purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, then any such reuse or modification shall be at the sole risk of the Client.

Any document produced by Consultant in relation to the Services is intended for the sole use of the Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion unless the document was produced with the intent to be relied on as part of a contract with a third party. Any such consent will provide no greater rights to the third party than those held by the Client under the contract.

FIELD SERVICES: Consultant shall be responsible for Consultant's work and the work of any of Consultant's approved subconsultants. Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with a construction contractor's work on a project and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any of Client's contractors, subcontractors, any of their agents or employees, or any other persons performing any of the work in connection with a project.

INDEPENDENT CONTRACTOR: It is expressly understood that the Consultant is an "independent contractor" and not an employee of the Client. Consultant shall have control over the manner in which the services are performed under this Agreement. Consultant shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the services contemplated by this Agreement. Consultant shall not be entitled to any benefits from the Client, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the parties.

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

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in a court of competent jurisdiction in the State of Minnesota, or elsewhere by mutual agreement.

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

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

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on a project.

COMPLIANCE WITH MINNESOTA GOVERNMENT DATA PRACTICES ACT: The parties acknowledge and agree that Client is a governmental entity bound by Minn. Stat. §§ 13.01-.90 ("Minnesota Government Data Practices Act"). Consultant agrees to cooperate with and assist Client in meeting its obligations pursuant to the Minnesota Government Data Practices Act, as necessary. Consultant further agrees, as required in Minn. Stat. § 13.05, subd. 6, it will comply with the requirements of the Minnesota Government Data Practices Act with respect to all data created, collected, received, stored, used, maintained, or disseminated by Consultant in the course of providing services under this Agreement. This Agreement does not require data on individuals to be made available to Consultant. Any inquiries directed to Consultant which pertain to the terms of the Agreement or the Services contemplated herein shall be promptly referred to Client.

INSURANCE: Consultant agrees to obtain and maintain throughout the duration of this Agreement the following types and minimum limits of insurance coverages:

1. Workers' Compensation Insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Stantec shall also provide Employer's Liability Insurance with minimum limits as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident
2. Commercial General Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage, which may arise from operations under this Agreement. This policy shall have no coverages removed by endorsement. Insurance minimum limits are as follows:
 - \$1,000,000 – per occurrence
 - \$2,000,000 – annual aggregate
 - \$2,000,000 – annual aggregate – Products/Completed Operations
3. Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under the contract. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage
 - The coverages shall include Owned, Hired, and Non-owned Automobiles.
4. Professional Liability (Errors and Omissions) Insurance that provides coverage for all claims Stantec may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Stantec's professional services required under this Agreement. Insurance minimum limits are as follows:
- \$2,000,000 – per occurrence
 - \$2,000,000 – annual aggregate

AUDIT: Pursuant to Minn. Stat. § 16C.05, subd. 5, Consultant agrees that the books, records, documents, and accounting procedures and practices of Consultant that are relevant to the services provided under this Agreement are subject to examination by the Client and either the Minnesota legislative auditor or the state auditor, as appropriate, for a minimum of six years after the termination of this Agreement. Consultant is responsible for maintaining such records for the entire six-year period.

By signing below, both parties agree to be bound by the terms contained herein.

**Shingle Creek Watershed
Management Commission**

Stantec Consulting Services Inc.

Authorized signature

Authorized signature

Printed name

Todd Shoemaker

Printed name

Date

July 3, 2023

Date



ATTACHMENT – COMBO RATE TABLE

BC2277_2023-ComboRateTable

HOURLY RATES

Stantec Billing Level	2023 Hourly Rate*
3	\$98
4	\$104
5	\$115
6	\$119
7	\$127
8	\$133
9	\$142
10	\$149
11	\$157
12	\$172
13	\$187
14	\$195
15	\$220
16	\$222
17	\$222
18	\$222
19	\$222
20	\$222
21	\$222

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Mileage**
Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly). A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.

To: West Mississippi WMO Commissioners
From: Todd Shoemaker, PE
Date: July 3, 2023
Subject: Master Services Agreement

**Recommended
Commission Action**

For review and approval.

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

TERMINATION: This set of Master Terms and Conditions shall be effective from the date that it is executed until it is terminated by either party in writing. Client may terminate Services at any time by providing Consultant with written notice, which may be provided by e-mail. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated or suspended at Consultant's option. On termination by either party, Client will pay invoiced amounts for Services performed in accordance with this Agreement through the date of termination.

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

INDEMNITY: The Consultant shall indemnify and hold the Client harmless from damages, losses, or expenses, including reasonable attorney's fees to the extent permitted by common law or statute, to the comparative extent the same are proximately caused by the negligent acts, errors or omissions of the Consultant. The Client does not waive any immunity or limitation on liability afforded by applicable law.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the minimum limits of Consultant's applicable insurance coverage required to be maintained by this Agreement. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

WAIVER OF CONSEQUENTIAL DAMAGES: Neither the Client nor the Consultant shall be liable to the other for any consequential damages incurred due to the fault of the other or their agents. Consequential damages include, but are not limited to, loss of use, loss of profit, and loss of markets.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with a project are instruments of service for the execution of a project. Consultant retains the property and copyright in these documents, whether the Project is executed or not, and the Client shall have a license to use the documents for their originally intended purpose. These documents may not be used for any purpose other than their originally intended purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, then any such reuse or modification shall be at the sole risk of the Client.

Any document produced by Consultant in relation to the Services is intended for the sole use of the Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion unless the document was produced with the intent to be relied on as part of a contract with a third party. Any such consent will provide no greater rights to the third party than those held by the Client under the contract.

FIELD SERVICES: Consultant shall be responsible for Consultant's work and the work of any of Consultant's approved subconsultants. Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with a construction contractor's work on a project and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any of Client's contractors, subcontractors, any of their agents or employees, or any other persons performing any of the work in connection with a project.

INDEPENDENT CONTRACTOR: It is expressly understood that the Consultant is an "independent contractor" and not an employee of the Client. Consultant shall have control over the manner in which the services are performed under this Agreement. Consultant shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the services contemplated by this Agreement. Consultant shall not be entitled to any benefits from the Client, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the parties.

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

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in a court of competent jurisdiction in the State of Minnesota, or elsewhere by mutual agreement.

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

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

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on a project.

COMPLIANCE WITH MINNESOTA GOVERNMENT DATA PRACTICES ACT: The parties acknowledge and agree that Client is a governmental entity bound by Minn. Stat. §§ 13.01-.90 ("Minnesota Government Data Practices Act"). Consultant agrees to cooperate with and assist Client in meeting its obligations pursuant to the Minnesota Government Data Practices Act, as necessary. Consultant further agrees, as required in Minn. Stat. § 13.05, subd. 6, it will comply with the requirements of the Minnesota Government Data Practices Act with respect to all data created, collected, received, stored, used, maintained, or disseminated by Consultant in the course of providing services under this Agreement. This Agreement does not require data on individuals to be made available to Consultant. Any inquiries directed to Consultant which pertain to the terms of the Agreement or the Services contemplated herein shall be promptly referred to Client.

INSURANCE: Consultant agrees to obtain and maintain throughout the duration of this Agreement the following types and minimum limits of insurance coverages:

1. Workers' Compensation Insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Stantec shall also provide Employer's Liability Insurance with minimum limits as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident
2. Commercial General Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage, which may arise from operations under this Agreement. This policy shall have no coverages removed by endorsement. Insurance minimum limits are as follows:
 - \$1,000,000 – per occurrence
 - \$2,000,000 – annual aggregate
 - \$2,000,000 – annual aggregate – Products/Completed Operations
3. Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under the contract. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage
 - The coverages shall include Owned, Hired, and Non-owned Automobiles.
4. Professional Liability (Errors and Omissions) Insurance that provides coverage for all claims Stantec may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Stantec's professional services required under this Agreement. Insurance minimum limits are as follows:
- \$2,000,000 – per occurrence
 - \$2,000,000 – annual aggregate

AUDIT: Pursuant to Minn. Stat. § 16C.05, subd. 5, Consultant agrees that the books, records, documents, and accounting procedures and practices of Consultant that are relevant to the services provided under this Agreement are subject to examination by the Client and either the Minnesota legislative auditor or the state auditor, as appropriate, for a minimum of six years after the termination of this Agreement. Consultant is responsible for maintaining such records for the entire six-year period.

By signing below, both parties agree to be bound by the terms contained herein.

**West Mississippi Watershed
Management Commission**

Stantec Consulting Services Inc.

Authorized signature

Authorized signature

Printed name

Todd Shoemaker

Printed name

Date

July 3, 2023

Date



ATTACHMENT – COMBO RATE TABLE

BC2277_2023-ComboRateTable

HOURLY RATES

Stantec Billing Level	2023 Hourly Rate*
3	\$98
4	\$104
5	\$115
6	\$119
7	\$127
8	\$133
9	\$142
10	\$149
11	\$157
12	\$172
13	\$187
14	\$195
15	\$220
16	\$222
17	\$222
18	\$222
19	\$222
20	\$222
21	\$222

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Mileage**
Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly). A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.

To: West Mississippi WMO Commissioners

From: Todd Shoemaker PE
Diane Spector

Date: July 7, 2023

Subject: West Mississippi Closed Projects Account

Recommended Commission Action	Adopt the attached Closed Projects Account Policy and authorize the transfer of the unused levy funds for two projects in Champlin.
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At the Commission’s June 2023 meeting staff reviewed the preliminary 2022 audit and the balances of various non-operating budget funds held by the Commission. It was noted that there were three outstanding capital improvement projects for which the Commission had levied funds which had not yet been disbursed to cities (Table 1). Brooklyn Park has subsequently submitted a reimbursement request for the River Park project, but as the Commission learned in May, Champlin declined the funding for the first two projects, and you approved reassigning those funds to another related purpose.

Table 1. West Mississippi funds restricted for capital improvements in 2022 Audit.

Project	Amount Held
Champlin Mississippi Crossings Rain Garden	\$54,672
Champlin Mississippi Crossings Infiltration Vault	105,522
Brooklyn Park River Park	127,952
Account Balance YE 2022	\$288,146
To be reassigned (est)	\$160,194

The Shingle Creek WMO established a Closed Projects Account in 2021, modeled on a similar account maintained by the Bassett Creek WMO. That account houses excess levy funds and is used to cover project overages, fund feasibility studies, or fund small projects. If there were adequate funds available another allowable use is to reduce the amount levied for future projects.

West Mississippi had not until now had need to establish a Closed Projects account. Given the funding available from the Champlin project levies, staff recommends that you adopt a policy identical to Shingle Creek’s, which establishes the account and the allowable uses for that funding. A draft policy is attached for your consideration. If you approve, we also recommended you authorize the reassignment of levy funds unused by the City of Champlin to this new account.

WEST MISSISSIPPI WATERSHED MANAGEMENT COMMISSION

CAPITAL IMPROVEMENT PROGRAM CLOSED PROJECT ACCOUNT POLICY

I. PURPOSE

The Commission’s Capital Improvement Program (CIP) includes projects that are proposed to be funded by a County ad valorem tax levy on property in the watershed pursuant to Minn. Stat. §103B.251. Tax settlements from Hennepin County to the Commission for these projects are deposited in a construction account established for each such project. There will be times when tax settlements to the Commission exceed the costs incurred for CIP projects. The purpose of this policy is to establish procedures and guidelines for collection, accounting and use of these excess funds.

II. ESTABLISHMENT OF ACCOUNT

The Commission hereby establishes the CIP Closed Project Account (the “Account”). Upon completion of CIP projects funded in whole or in part by a County tax levy, reimbursement of Commission expenses and administrative charges, and final payment to the City with responsibility for construction of the project, the construction account for that project will be closed and remaining funds will be transferred to the Account. Interest earned on money in the Account will be credited to the Account.

III. USE OF THE CIP CLOSED PROJECT ACCOUNT

As a general guiding principle, the Account will be used for expenses incurred for other projects in the Commission’s CIP that are proposed to be funded with a County tax levy. Such expenses include:

- A. The administrative and construction costs of CIP projects. Monies from the Account may be used to reduce or eliminate a tax levy for capital projects in the CIP by transferring monies to the construction accounts for those projects.
- B. Reimbursement to the Commission’s General Fund of expenses or administrative fees incurred in connection with a project if the tax settlement for that project is not sufficient to cover such expenses.
- C. Reimbursement to cities that construct projects for administrative or construction costs if tax settlements received from the County are not sufficient to cover such costs. These costs might include cost overruns on projects, change orders, corrective follow-up work or repairs, or other unforeseen project costs.

IV. PROCEDURE FOR USE OF ACCOUNTS

The Account may be used for any lawful purpose upon a majority vote of the Commissioners present at any meeting at which a quorum of the Commission is present.

V. TARGET ACCOUNT BALANCE

The Commission does not intend to accumulate unreasonable balances in the Account. Because the Account could be used to fund projects in advance of receipt of tax settlement from the County, and because projects in the CIP could reasonably be expected to have total costs, or annual project costs, of approximately \$100,000, the Commission finds that an accumulation of up to \$100,000 is reasonable. Money will not be accumulated to an amount in excess of \$100,000 unless a specific use for such funds has been identified. The Account balances may be kept within this amount by expending funds for any of the purposes identified in this policy.

VI. PERIODIC REVIEW

Each year the Commission will consider the status of the Account prior to certification to Hennepin County of requests for tax levies for capital projects.

Date of adoption of policy: July 13, 2023

To: West Mississippi WMO Commissioners

From: Todd Shoemaker, PE, CFM
Diane Spector

Date: July 7, 2023

Subject: Authorize River Park Reimbursement

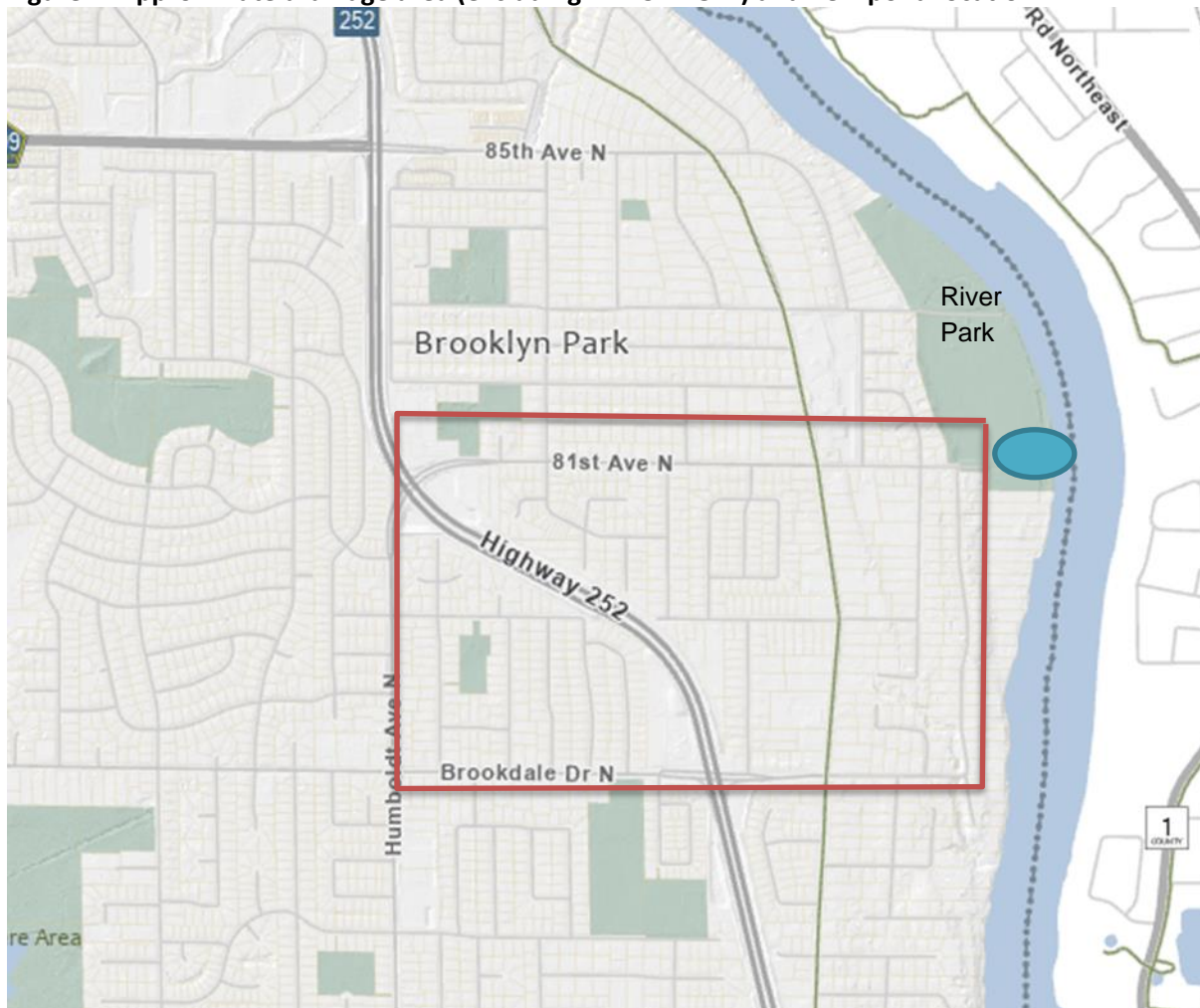
Recommended Commission Action	Authorize reimbursement to Brooklyn Park of \$136,839: \$127,952 from restricted levy and \$8,887 from the Closed Projects Account.
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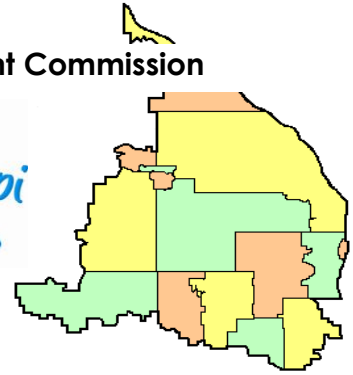
In 2019 the City of Brooklyn Park requested cost participation from the Commission to help construct a new regional stormwater basin and other improvements in River Park in northeastern Brooklyn Park as part of a larger city project to upgrade the park facilities. The new pond was proposed to provide water quality treatment for about 250 acres of residential property that at the time drained untreated to the Mississippi River (see Figure 1). The new pond was expected to provide about 50 pounds of TP removal and 31,260 pounds of sediment per year.

The project has been completed and the city has submitted a request for reimbursement. The original cost estimate was \$485,000, and the city initially requested 25% or \$121,250. The final cost for the participating parts of the project is \$547,356, and 25% is \$136,839. The Commission levied \$128,585 and collected \$127,952 after all expenses have been paid.

Staff recommends the Commission reimburse Brooklyn Park with the \$127,952 in levy reserved for the project, and an additional \$8,887 from the newly established Closed Projects Account.

Figure 1: Approximate drainage area (excluding TH 252 ROW) and new pond location.





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

**Shingle Creek and West Mississippi Watershed Management Commissions
 CIP Project Final Request for Reimbursement**

Project Name: River Park

Lead City: City of Brooklyn Park

Contact Person: Mitchell Robinson Mitchell.robinson@brooklynpark.org

CIP Project Cost	\$485,000.00
Amount Levied	\$121,250.00
Final Project Cost	\$547,356.00
Maximum Cost Share	\$121,250.00
Amount Requested	\$136,839.00
Difference	\$15,589.00

Final Project Cost	
Construction	\$547,356.00
Engineering	
Professional Services	\$0.00
City Staff	\$0.00
Other*	\$0.00
TOTAL	\$547,356.00
	x 25%
Maximum Cost-Share	\$136,839.00

*The storm sewer costs exceed the amount levied; the maximum amount has been requested.

Please provide the following:

1. Final construction contract pay voucher
2. As-builts of features for which cost share is requested, and/or other information documenting that the project achieved the desired outcomes
3. Documentation of engineering and other project costs (can be a financial ledger report)

Submit documentation to Ed Matthiesen, emathiesen@wenck.com. Direct questions regarding CIP project costs and levies to Diane Spector, dspector@wenck.com.

To: West Mississippi WMO Commissioners

From: Todd Shoemaker PE
Diane Spector

Date: July 3, 2023

Subject: Mississippi Riverbank Stabilization Feasibility Study

Recommended Commission Action	For review and approval.
Proposed Budget	\$60,000 (outlined below)
Funding	From City Cost Share Fund (available balance = \$406,705) OR from Watershed-based Implementation Funding (WBIF) \$55,000 and \$5,000 from City Cost Share Fund,

Introduction

This Work Order authorizes staff to study the extent of erosion along the western bank of the Mississippi River and identify potential stabilization methods and costs. There are three primary objectives of the study:

1. Update the *Mississippi River Stabilization Project Site Assessment* completed by Hennepin County in 2020;
2. Identify engineering and implementation alternatives; and
3. Recommend an approach to proceed with one or more projects.

Background

For years, property owners along the Mississippi River have asked for the City of Brooklyn Park’s support to partner on a more comprehensive and coordinated approach to address significant erosion issues along the river, including shoreline and tree loss due to high water, seeps, and ice damage, which result in sediment, nutrients and other pollutants directly entering the river from adjacent riverfronts. High water in the decade preceding 2021 had laterally eroded multiple feet of shoreline, threatening houses and other structures. In June 2020, the City and Hennepin County engaged over 55 property owners along the riverbank. The City received nearly 50 Letters of Intent granting permission for a site assessment and providing a good faith commitment to cost share work completed on their property.

County staff conducted site visits on these properties spanning the 5.8-mile riverfront in Brooklyn Park. The site visits surveyed and assessed existing erosion features, estimated the extent to which erosion has increased sediment and nutrient loading to the river, and identified the sources for this erosion. The *MRSP Site Assessment and Summary* document resulting from this field work classified and prioritized each property based on erosion severity and identified the properties west of Banfill Island as those exhibiting the most severe erosion which could most cost-effectively be addressed through a single restoration project. Erosion was most severe in this area due to a combination of flow-induced forces and

destabilization in the banks from groundwater seepages. Without restoration, these banks would continue to erode at nearly a half-foot per year rate, further endangering buildings and properties, degrading habitat, and increasing sediment and nutrient load to the river.

The assessment found that properties with the most concerning erosion were concentrated between the TH 610 bridge to the north and 85th Avenue to the south (Figure 1). This Feasibility Study will focus on that area.

Scope of Work

Proposed services include desktop analysis and base-mapping; data collection and field assessment / evaluation; topographic survey of slope and near-bank bathymetry; soil borings; and structural analysis. We will attempt to determine the primary cause or causes of bank failures (for example, erosive force, groundwater seeps, or unstable soils) to understand bank failure dynamics and to develop a suite of appropriate stabilization techniques.

We will work with City of Brooklyn Park staff and County staff to meet with interested property owners at a public meeting and at a limited number of site visits to gather their observations and obtain their input and to understand their desires and expectations.

We will develop at least two general alternatives for consideration (for example, restore and stabilize from top of bank to toe of slope, stabilize toe of slope only) and a palette of stabilization techniques that would be appropriate based on individual site conditions.

We will prepare a Feasibility Study summarizing our methods, results, recommendations, and estimated costs of implementation. Figure 2 from the initial Hennepin County report shows the parcels within the Study Area that volunteered for site assessments and the severity rating of riverbank erosion. These sites will be the focus of study, but we understand that additional property owners may request to be added to this assessment.



Figure 1. Study area between TH 610 and 85th Ave N.

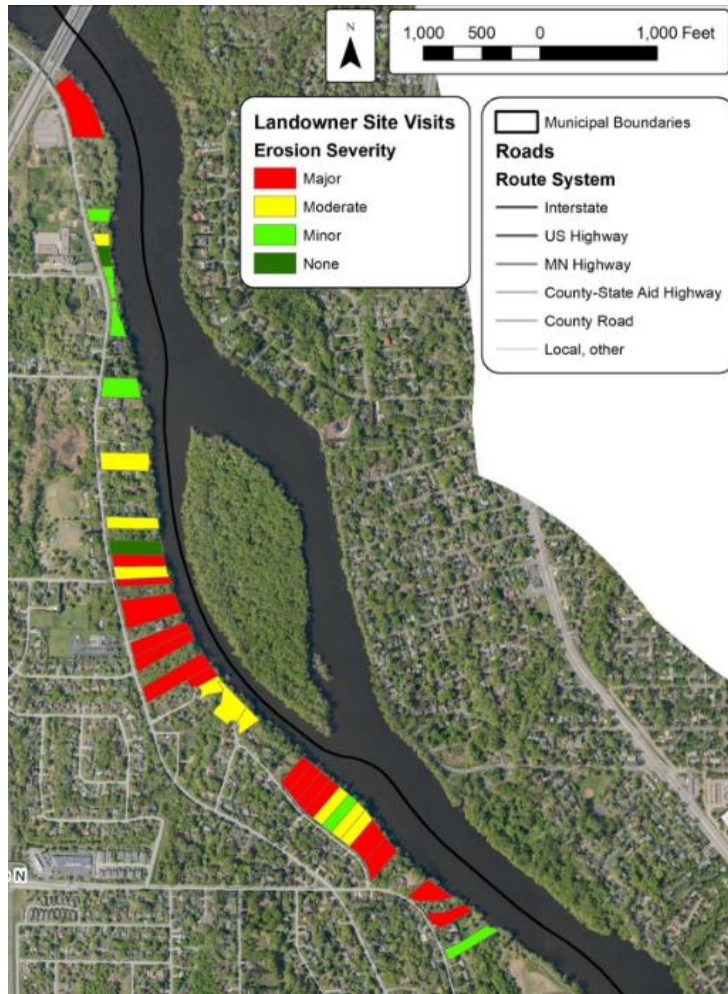


Figure 2. Assessed parcels by erosion severity rating.
 Source: Hennepin County MRSP Site Assessment and Summary.

Task 1 – Data Collection and Review

Subtask 1.1 – Desktop Analysis and Base-mapping

- Facilitate a project kick-off meeting among Stantec, City, County and other interested agency staff to review project scope, goals, and schedule (virtual).
- Coordinate with Kim Warshaw at the Corps of Engineers St. Paul District. Stantec staff recently spoke with her about this effort, and there may be a couple potential Corps programs available to partially fund stabilization efforts.
- Review previous studies, planning documents, and gather publicly available soils, hydrology, wetland, vegetation, and historical aerial imagery.

- Identify data gaps and perform subtasks 1.2 and 1.3 to fill critical data gap needs.

Subtask 1.2 – Field Visit Assessment and Soil Investigation

- Visit site to note potential constraints, current conditions, eroded banks, hydrogeologic factors like springs and seeps, vegetation quality, infrastructure, adjacent private structures.
- Use a geoprobe conduct up to four soil borings in the study area. Access to the study area is likely difficult because of narrow easements and backyard structures and landscaping. Therefore, using a traditional soil drilling/boring truck seems impractical. Therefore, we will subcontract with a geotechnical firm to use a geoprobe to collect soil samples. Geoprobes can collect samples up to 60 feet in depth, leave behind minimal to no cuttings, and are typically affixed to an ATV.
- We will assist the City and County in preparing for a public meeting to obtain input from landowners. We assume City or County staff will organize and lead the meeting, but Stantec will be present to provide technical assistance and answer questions. If beneficial, we will assist with up to five (5) site evaluations to review conditions and assesses the suitability of proposed stabilization techniques.

Subtask 1.3 - Field Survey

- We will conduct a field survey of the study area.
- Data to be collected includes structure corners, trees >6" diameter at breast height, public utilities, and topography: top of slope, toe of slope, and elevations 15 feet upgradient from the top of slope.

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

Task 2 – Alternatives Evaluation***Subtask 2.1 – Alternatives***

- We will organize and lead a virtual meeting with City, County, DNR, and Corps of Engineers staff to consider feedback from the Task 1 public meeting. We will discuss potential solutions, permitting considerations and funding opportunities, and City and adjacent landowner involvement.
- We will analyze and use Task 1 findings to inform possible design options, and generate up to two (2) feasible, conceptual design alternatives, calculating estimated pollutant reduction and feasibility study level opinion of probable costs for each alternative. These alternative designs will address bank stabilization, erosion and sediment control practices, water control practices, infrastructure impacts, visual quality and 'fit' within the surrounding area.

Subtask 2.2 – Basis of Design Memo

- The conceptual design alternatives will be presented in a Basis of Design memo describing and summarizing the desktop and field data collection and analysis, design alternative elements and impacts to the surrounding areas, project cost estimates, pollutant reduction estimates, and a comparison table of each alternative focusing on cost and pollutant reduction / water quality improvement potential.
- After transmitting the conceptual design alternatives Basis of Design memo, we will schedule a progress meeting with City, County, DNR, Corps of Engineers, and Stantec staff to discuss the proposed designs and any desired changes.

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

Task 3 – 30% Preliminary Design of Selected Option

Subtask 3.1 – 30% Design

- We will select one or more components of the two alternatives to proceed with refining one (1) design alternative into 30% preliminary design plans and opinion of probable cost that incorporates anticipated construction limits, access, and easements.

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

Subtask 3.2 – 30% Design Memo

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

Subtask 3.3 – Design & Memo Edits

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

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

Assumptions:

Stantec assumes that City of Brooklyn Park will obtain right of access to walk through the project area for field visit and assessment purposes.

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 WMWMC.

No.	Description	HRS	TASK TOTALS		FEE
			LABOR	EXPENSES	
1	Data Collection and Analysis	181	\$30,064	\$5,954	\$36,064
2	Alternatives and Basis of Design Memo	82	\$12,930		\$12,930
3	30% Preliminary Design	74	\$11,052		\$11,052
TOTALS		337	\$54,046	\$5,954	\$60,000

To: Shingle Creek and West Mississippi WMO Commissioners
Shingle Creek and West Mississippi TAC

From: Diane Spector
Katie Kemmitt

Date: July 5, 2023

Subject: 2023 Clean Water Fund (CWF) Grant Solicitation

**Recommended
Commission Action**

For discussion and staff direction.

The Board of Water and Soil Resources (BWSR) opened the annual solicitation for Clean Water Fund Grants on June 29, 2023. Grant applications are due by August 24. The program is similar to the grant solicitation in past years with a few exceptions.

This \$8.5 million is funding from the ongoing Legacy Amendment and is one of the primary funding sources for surface water improvements in Minnesota. Up to 20% of that amount may be reserved by BWSR for focus on projects that protect or improve drinking water sources.

Projects must be identified in a watershed management plan that has been state approved and locally adopted or an approved total maximum daily load study (TMDL), Watershed Restoration and Protection Strategy (WRAPS), Groundwater Restoration and Protection Strategy (GRAPS), surface water intake plan, or well head protection plan. Unlike previous years, the required match has been reduced from **25%** to **10%**.

These are very competitive funds, so well thought out, targeted projects with local consensus and significant cost-effective removals will complete best. The Commission does have a few projects on its CIP for the next few years that cities might consider for application (see attached Table 1), but again, the funds are extremely competitive, and the pool of available funds is growing smaller each year.

More information can be found here:

[Apply for BWSR Grants | MN Board of Water, Soil Resources \(state.mn.us\)](https://www.state.mn.us/bwsr/grants)

The 2024 Shingle Creek and West Mississippi CIP in the Fourth Generation Watershed Plan contains a lake internal load improvement project for Eagle and Pike Lakes in Maple Grove. The project would be a good fit for Clean Water Funds and would be a holistic lake management project involving internal load treatment, aquatic vegetation management, and potential fisheries monitoring and/or management. Stantec recommends submitting a proposal to BWSR for CWF.

Table **Error! No text of specified style in document.** 1. Shingle Creek Fourth Generation Plan Implementation Plan.

IMPLEMENTATION PROGRAM	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Watershed-wide Programs										
<i>City Cost Share Program</i>	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Commission Contribution	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Local Contribution	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
<i>Partnership Cost Share Program</i>	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Commission Contribution	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Local Contribution	0	0	0	0	0	0	0	0	0	0
<i>Project Maintenance Fund</i>	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Commission Contribution	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Local Contribution	0	0	0	0	0	0	0	0	0	0
Stream Projects										
<i>Bass Creek TH 169 to 63rd Avenue</i>	500,000									
Commission Contribution	500,000									
Local Contribution	0									
<i>Shingle Creek Brookdale Park Natural Channel</i>	1,250,000									
Commission Contribution	1,250,000									
Local Contribution	0									
<i>Minneapolis Shingle Creek Stream Restoration</i>		400,000			300,000					
Commission Contribution		400,000			300,000					
Local Contribution		0			0					
<i>Shingle Creek or Bass Creek Restoration Project</i>								400,000		
Commission Contribution								400,000		
Local Contribution								0		
Eagle, Pike, and Cedar Island Lakes										
Capital Projects										
<i>Lake Internal Load Project-Eagle/Pike</i>	30,000	170,000								
Commission Contribution	30,000	170,000								
Local Contribution	0	0								
<i>Lake Internal Load Project-Cedar Island</i>						30,000	170,000			
Commission Contribution						30,000	170,000			
Local Contribution						0	0			
<i>Pike Creek Stabilization</i>	395,000									
Commission Contribution	105,000									
Local Contribution	290,000									

IMPLEMENTATION PROGRAM	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Maintenance Projects										
Aquatic Vegetation Mgmt										
Commission Contribution			15,000	15,000					15,000	15,000
Local Contribution										
Special Studies										
Subwatershed Assessment and Internal Load Feasibility- Eagle/Pike Lake	50,000									
Commission Contribution	20,000									
WBIF Contribution	30,000									
Twin and Ryan Lakes										
Capital Projects										
Wetland 639W Weir Wall Enhancement			100,000							
Commission Contribution			100,000							
Local Contribution			0							
Lake Internal Load Project						200,000				
Commission Contribution						200,000				
Local Contribution						0				
Maintenance Projects										
Modify France Ave Fish Barrier										
Commission Contribution	8,000									20,000
Local Contribution										
Carp Management										
Commission Contribution	30,000	30,000			25,000		25,000		25,000	
Local Contribution										
Aquatic Vegetation Mgmt										
Commission Contribution						15,000				
Local Contribution										
Special Studies										
Gaulke Pond Subwatershed Assessment	30,000									
Commission Contribution	0									
WBIF Contribution	30,000									
Bass, Schmidt, and Pomerleau Lakes										
Capital Projects										
New Project										
Commission Contribution										
Local Contribution										

IMPLEMENTATION PROGRAM	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<i>New Project</i>										
Commission Contribution										
Local Contribution										
Maintenance Projects										
<i>Aquatic Vegetation Mgmt</i>										
Commission Contribution	12,000	10,000		10,000		10,000		10,000		10,000
Local Contribution										
Crystal Lake										
Capital Projects										
<i>New Project</i>										
Commission Contribution										
Local Contribution										
<i>New Project</i>										
Commission Contribution										
Local Contribution										
Maintenance Projects										
<i>Aquatic Vegetation Mgmt</i>										
Commission Contribution			10,000	10,000	10,000			10,000	10,000	
Local Contribution										
<i>Rough Fish Mgmt</i>										
Commission Contribution			25,000		25,000		25,000	25,000		
Local Contribution										
Meadow, Magda, and Success Lakes										
Capital Projects										
<i>New Project</i>										
Commission Contribution										
Local Contribution										
<i>New Project</i>										
Commission Contribution										
Local Contribution										
Maintenance Projects										
<i>Aquatic Vegetation Mgmt</i>										
Commission Contribution			10,000			25,000				
Local Contribution			0			0				
<i>Rough Fish Mgmt</i>										
Commission Contribution										
Local Contribution										

IMPLEMENTATION PROGRAM	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Special Study-Magda Subwatershed Assess									30,000	
Commission Contribution									30,000	
Local Contribution									0	
Stormwater BMP Projects										
Capital Projects										
<i>Maple Grove Pond P57</i>		648,000								
Commission Contribution		162,000								
Local Contribution		486,000								
<i>Maple Grove Pond P33</i>				574,000						
Commission Contribution				143,500						
Local Contribution				430,500						
<i>Minneapolis Flood Area 5 Water Quality Projects</i>			6,000,000							
Commission Contribution			250,000							
Local Contribution			5,750,000							
<i>Maple Grove Pond P55</i>										855,000
Commission Contribution										213,800
Local Contribution										641,200
<i>New Project</i>										
Commission Contribution										
Local Contribution										
Other										
<i>Special Study-Flood Resiliency Modeling</i>	30,000									
Commission Contribution	30,000									
Local Contribution	0									
<i>5th Generation Plan</i>	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Commission Contribution	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Local Contribution	0	0	0	0	0	0	0	0	0	0
TOTAL IMPLEMENTATION PLAN	2,505,000	1,528,000	6,410,000	884,000	610,000	940,000	480,000	710,000	340,000	1,165,000

Table Error! No text of specified style in document..2. West Mississippi Fourth Generation Plan Implementation Plan

IMPLEMENTATION PROGRAM	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
<i>City Cost Share Program</i>	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Commission Contribution	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Local Contribution	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
<i>Partnership Cost-Share BMP Projects</i>	100,000	100,000	100,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Commission Contribution	100,000	100,000	100,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Local Contribution	0	0	0	0	0	0	0	0	0	0
<i>New Project</i>										
Commission Contribution										
Local Contribution										
<i>New Project</i>										
Commission Contribution										
Local Contribution										
<i>Champlin Woods Trail Rain Gardens</i>	180,000									
Commission Contribution	45,000									
Local Contribution	135,000									
<i>New Project</i>										
Commission Contribution										
Local Contribution										
<i>Special Study-Flood Resiliency Modeling</i>	30,000									
Commission Contribution	30,000									
Local Contribution	0									
TOTAL IMPLEMENTATION PLAN	410,000	200,000	200,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000

To: Shingle Creek/West Mississippi WMO Commissioners

From: Todd Shoemaker, PE, CFM
Diane Spector
Katie Kemmitt

Date: July 2, 2023

Subject: July 2023 Staff Report

**Recommended
Commission Action**

For discussion and information.

General Updates*Highways 252/94 EIS Review*

No updates or meetings of the Highway 252/I-94 working group since the Draft Scoping Decision Document (DSDD) since the Commissions' comments were submitted during the public comment period in May. A virtual Policy Advisory Committee meeting is scheduled for Thursday July 27 from 9 to 10:30 a.m.; no advance registration is required, and the meeting link can be found [here](#) or on the MnDOT [Highway 252/I-94 Environmental Review study](#) website. The draft Environmental Impact Statement is currently scheduled to be released for public comment this fall 2023.

Project Updates*Meadow Lake*

Meadow Lake received an alum treatment on May 16th. Stantec completed one of two vegetation surveys on the lake this summer, and water quality on the lake is being monitored every two weeks by a CAMP lake monitoring volunteer.

Crystal Lake

Carp removals on Crystal Lake have wrapped up for the season and nets were uninstalled. Stantec is waiting on final carp removal numbers from subconsultant WSB and will update the Commission in August.

Legal Boundary Update

We submitted the final list of parcels in Shingle Creek and West Mississippi Watersheds to Hennepin County along with the updated boundary for the three adjacent watersheds of Bassett Creek, Elm Creek, and Mississippi WMO. Hennepin County is currently in the process of updating the taxing boundaries to reflect these changes.

Eagle Lake Subwatershed Assessment

Projects to address watershed loading were filtered down to the six that appear feasible based on recent site visits. We are completing estimates of phosphorus reduction and concept-level project costs

to allow prioritization. The final set of potential projects will be prioritized based on water quality impact and cost and presented in August to select one project to move forward to the concept design stage. We are analyzing the results of the Eagle Lake and Pike Lake sediment core analysis to determine suitability for alum dosing. The early-season aquatic vegetation survey was completed in June for Eagle and Pike Lakes.

Gaulke Pond Subwatershed Assessment

Stantec has been working through the additional information provided by the City of New Hope on May 23, 2023 to identify additional opportunities within the City parks system that may provide volume reduction without impacting existing turf spaces. Two additional sites, Sunnyside Park and Fred Sims Park, have been reviewed and are being considered for underground volume reduction BMPs. Construction cost information is still being gathered and will be incorporated into the final recommendation memo and presented to the TAC and Board in August to select one project to move forward to the concept design stage.

Shingle Creek Brookdale Park Remeander

Stantec has developed two preliminary concept alternatives with associated concept level costs, which will be presented to the Technical Advisory Committee (TAC) in July for feedback. TAC feedback along with the selected concept will aid development of the final recommendations' memo and 30% preliminary drawings.

Shingle Creek Trail Bank Stabilization and Fish Access Improvements

Stantec has developed one conceptual plan with concept level costs, which will be presented to the Technical Advisory Committee (TAC) in July for feedback. TAC feedback will aid development of the final recommendations' memo and 30% preliminary drawings.