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April 4, 2024

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

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

Dear Commissioners and Members:

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

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

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

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

Thank you.

Regards,

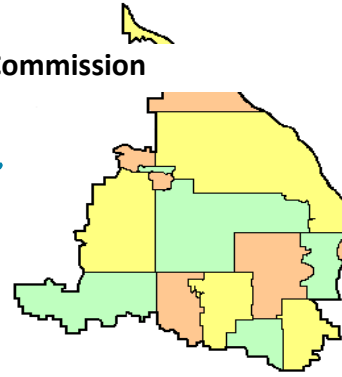
Judie A. Anderson
Administrator

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

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

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

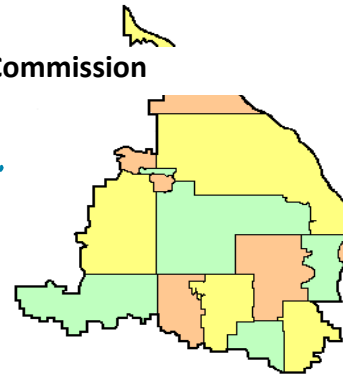


A meeting of the joint Technical Advisory Committee (TAC) of the Shingle Creek and West Mississippi Watershed Management Commissions is scheduled for **11:00 a.m., Thursday, April 11, 2024**, at the Plymouth Community Center.

AGENDA

1. Call to Order.
 - a. Roll Call.
 - b. Approve Agenda.*
 - c. Approve Minutes of Last Meeting.*
2. Twin and Ryan Lakes Carp Study.*
3. Revisions to Joint Powers Agreement.*
4. 2023 Annual Water Quality Report.* shinglecreek.org/water-quality.html
5. Letter to Republic Services.*
6. Other Business.
7. Next TAC meeting is scheduled for _____.
8. Adjournment.

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Technical Advisory Committee MINUTES | March 14, 2024

A meeting of the Technical Advisory Committee (TAC) of the Shingle Creek and West Mississippi Watershed Management Commissions was called to order by acting Chair Ben Scharenbroich at 11:05 a.m., Thursday, March 14, 2024, at the Plymouth Community Center, 14800 34th Avenue North, Plymouth, MN.

Present: Mitchell Robinson, Brooklyn Park; Ben Perkey, Crystal; Derek Asche, Maple Grove; Nick Macklem, New Hope; Ben Scharenbroich, Plymouth; Todd Shoemaker and Katie Kemmitt, Stantec; and Judie Anderson, JASS.

Not represented: Brooklyn Center, Minneapolis, Osseo, and Robbinsdale.

Also present: Andy Polzin, Plymouth; and Mike Sorensen, Minneapolis Park and Recreation.

I. Robinson volunteered to serve as **Vice Chair** of the Technical Advisory Committee. Mark Ray, former representative from Crystal, had previously held this position.

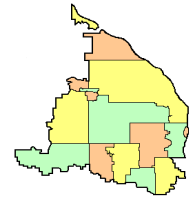
II. Motion by Asche, second by Robinson to **approve the agenda**. *Motion carried unanimously.*

III. Motion by Asche, second by Robinson to **approve the minutes*** of the February 8, 2024, meeting. *Motion carried unanimously.*

IV. **EAGLE/PIKE LAKE MANAGEMENT PLAN.**

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

B. The Shingle Creek Commission previously studied the Eagle Lake subwatershed through the Cedar Island, Pike, and Eagle Lakes Nutrient TMDL completed in 2010 and in the TMDL 5-year review. The TMDL concluded that internal load management, biological management, and reduction of nonpoint sources of phosphorus in the watershed by retrofitting Best Management Practices (BMPs) would have the most impact on reducing phosphorus load and improving water quality. The TMDL 5-Year review identified a 39% reduction in TP for Pike Lake and a 29% TP reduc-



tion for Eagle Lake. Pike Lake Subwatershed Assessments were completed in 2017 and 2019. These past studies identified general practices to reduce the watershed load to the lake.

In 2023, the Commission authorized Stantec to complete the Eagle Lake Subwatershed Assessment that built on the previous studies to identify specific locations for BMPs in the Eagle Lake subwatershed and evaluate internal loading in Eagle and Pike Lakes. The Eagle Lake Subwatershed Assessment is still being finalized, but sediment core data collected in Summer 2023 and presented to the Commission in August indicated a need for internal load management in both Eagle and Pike. The Commission's Fourth Generation Plan includes a 2024 project to complete Lake Management Plans for Eagle and Pike Lakes similar to those recently completed in Bass, Pomerleau, Crystal, and Meadow lakes. This would include targeted monitoring; alum treatments to control internal phosphorus load; aquatic vegetation monitoring and treatment; and if necessary rough fish management.

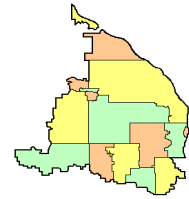
The Commission submitted a Clean Water Fund Projects & Practices grant to BWSR in August 2023 for \$527,500 (\$337,500 grant and \$190,000 match) to fund the Eagle and Pike Lakes internal load project; however, the Commission did not receive an award. Based on the findings of the internal load assessment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

C. Similar to previous projects, Staff recommend that the Commission consider ordering the overall project, which would proceed in three actions at the March 14 meeting: first, approve the project; second, authorize a work order for Stantec to perform the professional services associated with the project; and third, authorize entering into a cooperative agreement with Maple Grove to serve as the contracting agent for the alum treatments. Future aquatic vegetation management would be completed under separate contract with a specialized contractor.

This project is listed on the Shingle Creek Capital Improvement Program for 2024, and typically the Commission would consider levying for it in Fall 2024. The Commission maintains the Closed Projects account in which to deposit levy funds that are "left over" when CIP projects are completed for less than the amount levied. The Commission has designated that those funds are to be used for limited purposes: to cover overages when CIP projects exceed the budget; to fund additional projects; or to complete special studies such as feasibility studies to help define and scope future CIP projects and to prepare them for grant applications. The Commission currently holds a large balance in the Closed Projects Account (estimated at around \$850,000) after several past projects came in well under budget. Based on the Commission's desire to not hold a large balance in their closed projects account, Staff recommend this project be funded through the Closed Projects Account rather than being levied for in 2024.

D. Stantec's **Work Order 24-02** revised March 12, 2024, provides a Scope of Work comprised of four tasks:

Task 1 – Engineering Support for alum treatments, with the City of Maple Grove



acting as the contracting agent for the treatments from Fall 2024 to Fall 2026. \$11,424.

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

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

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

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

E. Contractor Fee Estimates.

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

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

Estimated contractor fees = \$352,000.

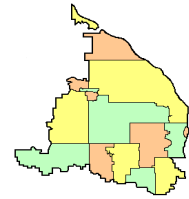
Motion by Asche, second by Macklem to recommend to the Commission to approve the project, authorize the work order, enter into a cooperative agreement with the City of Maple Grove, and fund the project from the Closed Project Account. *Motion carried unanimously.*

V. 2024 PROPOSED MAINTENANCE FUND ACTIVITIES.*

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

A. Bass Lake Curly-leaf Pondweed Management. Bass Lake has been treated with diquat herbicide for four consecutive years for a curly-leaf pondweed (CLP) infestation. CLP is persistent and often requires up to 7 years of treatment per DNR recommendation. Bass Lake requires additional CLP management in 2024. This additional year of Bass Lake CLP management includes: (1) Curly-leaf pondweed delineation and mapping; (2) Herbicide treatment permitting and coordination; and (3) Contract with herbicide applicator and application oversight.

The cost of the herbicide treatment will depend on the applicator, the delineated area of CLP growth, and the unit price of diquat herbicide, which is market-dependent. The expected cost of the herbicide application including applicator fees and materials is \$4,000. Stantec will coordinate a request for quote following the delineation. This applicator cost estimate of \$4,000 is Staff's best estimate based on last year's treatment and estimated 2024 herbicide unit prices. The window between when the delineation area is approved by the DNR



and when the optimal treatment window occurs is narrow, thus Stantec recommends the Commissions provide authorization for application to proceed immediately after obtaining the quote. The contract will be reviewed by the Commissions' attorney before application and will be brought to the following meeting for ratification. (A draft services agreement* is included in the meeting packet.) If the applicator fees are substantially more than estimated, Stantec will contact the Chair and get his decision and approval to proceed.

B. Ryan Creek Carp Barrier Maintenance. The Ryan Creek carp barrier installed on Ryan Creek off of France Avenue functions as the first step in carp population control in the Twin Lakes chain. The fish barrier at France Avenue (outlet of Twin Lakes to Ryan Lake) frequently clogs, which reduces flow capacity through the barrier and floods backyards of adjacent properties. Stantec and City staff must routinely clean off the barrier when it gets clogged, particularly in the spring with snowmelt. Staff recommends budgeting \$6,664.56 from the Maintenance Fund for carp barrier cleaning and maintenance in 2024. Site visits involve 2 staff entering Ryan Creek with equipment and yard waste bags for removing debris. Site visits typically last 1-2 hours. Stantec will complete up to 6 site visits in 2024 under the proposed budget.

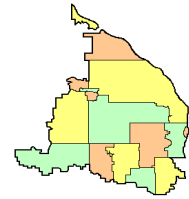
C. Stantec's **Work Order 24-03** dated March 7, 2024 shows Stantec fees for the Bass Lake project of \$5,200.04 and for the Ryan Lake project of \$6,664.56. Estimated contractor fee for the Bass Lake project is \$4,000.

Motion by Ashe, second by Robinson to recommend that the Commission approve the 2024 maintenance activities as described and to fund them from the Commission's Maintenance Fund. *Motion carried unanimously.*

IV. COLORADO AVENUE INFILTRATION TRENCH FEASIBILITY STUDY.

A. The Shingle Creek Watershed Management Commission (SCWMC) completed the Gaulke Pond Subwatershed Assessment in 2023. That study identified the Colorado Avenue infiltration trench as the highest ranked practice to reduce flooding and improve water quality within the Gaulke Pond Watershed, a large, fully developed mixed use subwatershed. The study also recommended the Commission study the trench location and design in more detail before final design because of its potential proximity to the adjacent drinking water reservoir. The Commission subsequently applied for and received a grant from the MPCA to study the trench feasibility. Work Order 24-01 dated March 7, 2024, details the tasks and costs to complete the feasibility study.

The 890 acres of urban landscape in question drains into the regional Gaulke Pond, which is land locked. During wet periods, the pond is pumped to Twin Lake to increase pond storage and mitigate upstream flooding. The City of Crystal has studied the pond and its watershed extensively to identify and prioritize efforts to reduce flooding within Gaulke Pond and other connected ponds just upstream. The Cities of Robbinsdale and Crystal and the Commission collaborated in 2021 to more extensively study and establish an emergency pumping plan for Gaulke Pond. The City implemented the Central Core Stormwater project in 2022 to provide additional flood storage within the chain of ponds. In 2023, these entities further collab-



orated to conduct an assessment of the Gaulke Pond subwatershed. The Gaulke Pond SWA identified eleven potential practices to reduce runoff volume within the watershed, which were ranked according to runoff reduction volume, watershed area, construction cost, lifetime cost, and cost per acre-foot infiltrated.

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

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

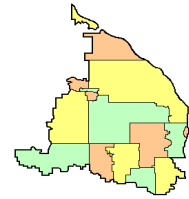
Task 2 – Geotechnical Evaluation. Staff will evaluate existing information to determine the presence of potential contamination, proximity of the proposed infiltration trench to the underground drinking water reservoir, key design features, and the potential slope stability concerns during construction/excavation of the infiltration trench. It involves assessing the groundwater regime, soil stratigraphy, and hydraulic conductivity of the soil as it affects the functioning of the infiltration facility. Additionally, it involves an evaluation of the geotechnical stability of the facility, such as slope stability, the effect of seepage forces or soil piping at adjacent structures and slopes, and design of fills that control the retention, diversion, or discharge of the collected stormwater. Timeframe: May – August 2024

Task 3 – Reporting. A feasibility study report will be completed that includes results/recommendations from the geotechnical evaluation. The report will also feature an update to the Shingle Creek PC-SWMM model that includes the infiltration trench and the water quantity benefit, and an updated conceptual design based on the geotechnical evaluation and design infiltration rate. Stantec will submit a final grant project report using the MPCA template approximately one month prior to the end of the grant agreement, June 30, 2025, or at completion of the project, whichever occurs first. Staff will respond promptly to any requests by the MPCA authorized representative for additional information and/or corrections to the report and will provide electronic files of all project deliverables to the MPCA authorized representative. Timeframe: September-February 2025

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

Motion by Asche, second by Robinson to recommend that the Commission accept the MPCA Community Resiliency Grant for the Colorado Avenue Infiltration Trench Feasibility Study in the amount of \$18,309, provide \$1,831 matching funds from the Closed Project Fund, and approve the Scope of Work as outlined. *Motion carried unanimously.*

V. Grant Opportunities. The MPCA is soliciting grant applications for their Implementation Grants for Stormwater Resilience program. Over \$35 million is available to fund implementation of stormwater projects such as retention ponds, rain gardens, and infiltration basins. Applications



are due April 11, 2024, at 4:00 p.m. As part of the nearly complete Eagle Lake Subwatershed Assessment, the Commission identified a project in Maple Grove as a top priority watershed BMP. The project is an infiltration basin in Eagle Woods Park. Stantec will draft a grant application for the pond project to be reviewed at the next Commission meeting ahead of submittal. Motion by Asche, second by Robinson to recommend to the Commission authorization for Staff to proceed with the grant application. *Motion carried unanimously.*

VI. OTHER BUSINESS.

The **next TAC meeting** is scheduled for Thursday, April 11, 2024, at 11:00.

There being no further business, the TAC meeting was adjourned at 11:59 a.m.

Respectfully submitted,

Handwritten signature of Judie A. Anderson.

Judie A. Anderson
Recording Secretary
JAA:tim

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To: Shingle Creek Watershed Management Commission

From: Todd Shoemaker PE
Dendy Lofton, PhD, CLM

Date: April 3, 2024

Subject: Twin and Ryan Lakes Carp Study

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

Introduction

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

Background

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

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

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

Scope of Work

Task 1 – Conduct Common Carp Surveys

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

Task 1 Deliverables:

- Fisheries Research Permit
- Raw data
- Map of transects

Task 2 – Data Analysis and Reporting

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

Task 2 Deliverables:

- Draft technical memo
- Final technical memo

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

Task 3 – Project Management, Meetings and Coordination

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

Assumptions

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

Fee Estimate

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

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

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CHARTERED

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MEMORANDUM

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

From: Troy Gilchrist, Attorney

Date: April 5, 2024

Re: Working Draft of Joint Powers Agreement

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

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

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

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

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

SHINGLE CREEK WATERSHED MANAGEMENT ORGANIZATION JOINT POWERS AGREEMENT

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

RECITALS

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

AGREEMENT

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

SECTION I ESTABLISHMENT, GENERAL PURPOSE, AND DEFINITIONS

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

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

SECTION II MEMBERSHIP

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

SECTION III BOARD OF COMMISSIONERS

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

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

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

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

SECTION IV POWERS AND DUTIES OF THE BOARD

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

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

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

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

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

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

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

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

4.3 Projects.

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

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

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

- (c) Responsible Member.

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

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

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

4.5 Local Water Plans.

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

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

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

SECTION V FINANCES

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

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

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

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

5.5 Capital Improvement Program Project Funding.

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

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

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

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

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

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

SECTION 6 TERMINATION AND DISSOLUTION

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

SECTION 7 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[signature pages follow]

To: Shingle Creek/West Mississippi WMO Commissioners

From: Katie Kemmitt
Ali Stone

Date: April 4, 2024

Subject: 2023 Annual Water Quality Report

**Recommended
Commission Action**

For review and information.

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

The Shingle Creek and West Mississippi Watersheds monitor:

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

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

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

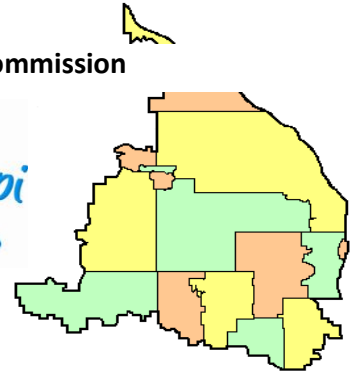
Shingle Creek

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

West Mississippi

- 65th Avenue Outfall
- Environmental Preserve outlet

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



April 11, 2024

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

Dear Republic Services,

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

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

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

April 11, 2024

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

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

Sincerely,

Andy Polzin, Chair
Shingle Creek Watershed Management Commission

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

