

## Appendix F

### *Joint and Cooperative Agreement regarding Bassett Creek Tunnels*

***Joint and Cooperative Agreement  
for Boundary Change***

***Bassett Creek Watershed Management Commission***

***Middle Mississippi River  
Watershed Management Organization***



OCT 29 1999

**JOINT AND COOPERATIVE AGREEMENT  
FOR BOUNDARY CHANGE**

This Agreement is made this 28 day of SEPT, 2000, by and between the City of Minneapolis, a Minnesota municipal corporation; the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization; and the Middle Mississippi River Watershed Management Organization, a Minnesota joint powers organization.

**I. BACKGROUND**

- 1.1. The Bassett Creek Watershed Management Commission is a Minnesota joint powers organization created pursuant to Minnesota Statutes, Section 471.59 and is the successor in interest to the Bassett Creek Flood Control Commission and the Bassett Creek Water Management Commission by amendments to the joint powers agreement which originally formed the Bassett Creek Flood Control Commission in 1968, as amended in 1984 and 1993.
- 1.2. The Bassett Creek Watershed Management Commission (which, together with its predecessor organizations, is hereinafter referred to as "Bassett Creek WMO") is a watershed management organization pursuant to Minnesota Statutes, Sections 103B.205 to 103B.255 for the Bassett Creek watershed that flows to the Mississippi River. The boundaries established by the joint powers agreement are delineated on a map of the watershed on file and of record with the Minnesota Board of Water and Soil Resources. That part of the Bassett Creek watershed lying within the City of Minneapolis is shown on Attachment One, which is attached to this agreement and hereby made a part hereof.
- 1.3. In the 1900s, an underground conduit was constructed to divert the surface water flowing from the Bassett Creek watershed under the highly developed area of Minneapolis to the Mississippi River. That tunnel (the "Old Tunnel") was, and continues to be, owned and operated by the City of Minneapolis.

1.4. Between 1976 and 1992, a project was undertaken to plan, design, construct and operate, among other things, a new tunnel (the "New Tunnel") under the City of Minneapolis south of and roughly parallel to the Old Tunnel. This major flood control project was a cooperative effort of the member cities of the Bassett Creek WMO, the Minnesota Department of Transportation, and the Department of the Army.

1.5. The relationships and obligations of the parties as they related to the construction of the New Tunnel were defined in the following series of agreements between and among the parties, which agreements are attached to, and hereby made a part of, this agreement:

1. Local Cooperative Agreement between Department of the Army and the City of Minneapolis, Minnesota for Flood Protection on Bassett Creek, Hennepin County, Minnesota; June 27, 1986. (Attachment Two)

2. Agreement entered into pursuant to provisions of the joint powers agreement establishing the Bassett Creek Water Management Organization relating to the construction of an improvement project in cooperation with the U.S. Corps of Army Engineers.

Minneapolis and Minnetonka June 16, 1986 (Attachment Three)

Minneapolis and Robbinsdale June 17, 1986 (Attachment Four)

Minneapolis and Plymouth July 7, 1986 (Attachment Five)

Minneapolis and New Hope June 9, 1986 (Attachment Six)

Minneapolis and Golden Valley July 16, 1986 (Attachment Seven)

Minneapolis and Medicine Lake June 10, 1986 (Attachment Eight)

Minneapolis and Crystal June 17, 1986 (Attachment Nine)

Minneapolis and St. Louis Park June 11, 1986 (Attachment Ten)

3. Agreement No. 58881 between the State of Minnesota and the City of Minneapolis, State Project No. 2781-122; December 30, 1977; 2<sup>nd</sup> Street North Tunnel. (Attachment Eleven)

4. Agreement No. 64742 between the State of Minnesota, Department of Transportation and the City of Minneapolis, State Project No. 2789-51; May 27, 1988; 3<sup>rd</sup> Avenue North Tunnel. (Attachment Twelve)
  
- 1.6. Most of the surface water draining from the Bassett Creek watershed was diverted to the New Tunnel, leaving a relatively small area of the watershed continuing to discharge through the Old Tunnel directly to the Mississippi River. The area of the Bassett Creek Watershed that continues to flow through the Old Tunnel is shown on Attachment One as the "Area Tributary to old Bassett Creek tunnel."
  
- 1.7. In periods of extreme flooding, water from the Bassett Creek watershed which cannot be accommodated by the New Tunnel will flow overland to the Old Tunnel. To accommodate the diversion of a 48-inch storm sewer from the Old Tunnel to the New Tunnel at station 140+81, an overflow must be maintained from Bassett Creek to the Old Tunnel. During a 100-year flood, 50 cubic feet per second will overflow into the Old Tunnel. With this exception and the exception of the area described in Section 1.6, the waters of the Bassett Creek watershed now flow to the Mississippi River through the New Tunnel.
  
- 1.8. A portion of the Bassett Creek watershed abuts the area under the jurisdiction of the Middle Mississippi River Watershed Management Organization (hereinafter referred to as the "Middle Mississippi River WMO"), a joint powers organization and watershed management organization created and operated pursuant to Minnesota Statutes, Section 471.59 and Sections 103B.205 to 103B.255. The Middle Mississippi River WMO manages the local drainage area adjacent to the Mississippi for nearly its entire length through the City of Minneapolis. Prior to the diversion of waters from the Bassett Creek watershed to the New Tunnel, the upstream reaches of the Bassett Creek watershed were diverted to the Old Tunnel along with Minneapolis local drainage. Therefore, it was appropriate that the entire area tributary to the Old Tunnel should be included within the Bassett Creek watershed. However, now that the waters of the upper Bassett Creek

watershed no longer flow into this tunnel along with the Minneapolis local drainage, it is more appropriate that that part of the Bassett Creek watershed that flows to the Old Tunnel be managed by the Middle Mississippi River WMO along with the other subwatersheds making up the Minneapolis local drainage area.

- 1.9. For this reason, and to facilitate financing of planned local public improvements in the area tributary to the Old Tunnel, the City of Minneapolis has requested that the area tributary to the Old Tunnel currently under the jurisdiction of the Bassett Creek WMO be transferred, by a boundary change, to the jurisdiction of the Middle Mississippi River WMO.
  
- 1.10. The request of Minneapolis is that the area tributary to the Old Tunnel be transferred to the Middle Mississippi River WMO. The transfer of this area would isolate a small part of the Bassett Creek watershed which is tributary to the New Tunnel and leave it surrounded by area under the jurisdiction of the Middle Mississippi River WMO. The Bassett Creek Commissioners have concluded that this isolated area, consisting of approximately 67 acres, and depicted on Attachment One as the "Area tributary to New Tunnel within Bassett Creek WMO" should also be transferred to the jurisdiction of the Middle Mississippi River WMO. Transfer of this area to the Middle Mississippi River WMO would mean that runoff to the New Tunnel would include runoff coming from land previously in the Bassett Creek watershed over which the Bassett Creek WMO would not have control. There is also currently an area within the Middle Mississippi River WMO boundaries that drains to the New Tunnel but that is not under the jurisdiction of the Bassett Creek WMO. This area, which is approximately 106 acres in size, is labeled on Attachment One as the "Area tributary to New Tunnel within MMRWMO". The parties to this agreement have determined that it is appropriate that an agreement be reached which addresses, among other things, the management of storm water within this area over which the Bassett Creek WMO will not have jurisdiction but which contributes storm water that could affect the adequacy of Bassett Creek systems to manage the volume of storm water or impair water quality for which Bassett Creek WMO could have responsibility or liability.

1.11. The drainage area contributing to the New Tunnel from I-94 and a portion of Minneapolis, west of I-94, is 375 acres. The design assumed the watershed was 42 percent impervious and the calculated peak discharge was 785 cubic feet per second (cfs). This area is tributary to the New Tunnel at the wye at Station 6200. The drainage area contributing to the New Tunnel from I-394 and portions of Minneapolis is 159 acres. The design assumed the watershed was 85 percent impervious and the calculated peak discharge was 284 cfs. This area is tributary to the New Tunnel at Station 860. Minneapolis drains 33-acre watershed with 85 percent impervious surface, and a peak discharge of 82 cfs to the New Tunnel at Station 6365. The Bassett Creek watershed flows into the New Tunnel at Station 6700 and the total tributary watershed is 39.6 square miles. Severe rainfalls on the Bassett Creek watershed cause two peaks to occur at the New Tunnel entrance, one approximately 2 to 6 hours into the storm and the second 20 to 25 hours later. The first peak, 1,030 cfs, occurs at the same time as the peak from I-394, I-94, and Minneapolis drainage areas. The sum of the peak discharges, 2,181 cfs, were used to design the New Tunnel downstream of the wye at Station 6280. The design discharge for the New Tunnel from the wye to Station 860 was 1,314 cfs and the design discharge for the New Tunnel from Station 860 to the entrance was 1,030 cfs. Any changes to the watershed areas, impervious surface area, or inlets to the New Tunnel that add to these design discharges will cause flood damage upstream of the New Tunnel entrance with the design storm.

11.12. The comments of the Minnesota Board of Water and Soil Resources on the proposed boundary change have been solicited pursuant to Minnesota Statutes, Section 103B.211, Subd. 2, received and duly considered by the parties.

1.13. All members of both the Bassett Creek WMO and Middle Mississippi River WMO have authorized the boundary change by duly approved resolutions of their city councils.

1.14. Accordingly, the parties to this agreement wish to effect the change of boundary described in this agreement and to assign duties and responsibilities relating to water



management in areas in which the parties have a common interest and to maintenance of capital facilities, and other duties and responsibilities for administrative matters relating to the change in boundary.

## II. BOUNDARY CHANGE

- 2.1. Upon approval of the boundary change by all cities that are members of the Bassett Creek and Middle Mississippi River WMOs, and approval and execution of this agreement by both the Bassett Creek and Middle Mississippi River WMOs, the chairs of both organizations are authorized and directed to file jointly an amended map or other description of the two watersheds in which the areas labeled "Area tributary to old Bassett Creek tunnel" and "Area tributary to New Tunnel within Bassett Creek WMO", which are more particularly described on Attachment One attached hereto and hereby made a part hereof, are removed from the area under the jurisdiction of the Bassett Creek WMO and added to the area under the jurisdiction of the Middle Mississippi River WMO, whereupon the boundary change will be effective.

## III. ADMINISTRATIVE EXPENSE REIMBURSEMENT

- 3.1. The City of Minneapolis will reimburse the Bassett Creek WMO for all expenses incurred in connection with, and as a result of, the boundary change including, but not limited to, engineering fees, legal fees, printing costs, postage, and other such expenses incurred in connection with the consideration of, planning for, and effecting the boundary change including attendance at meetings, negotiating contracts, drafting documents, communications with the Minnesota Board of Water and Soil Resources, evaluating and making necessary changes to the Bassett Creek WMO's surface water management plan, and the like.
- 3.2. The City of Minneapolis shall reimburse the Bassett Creek WMO for such expenses incurred within 30 days of receipt of an invoice therefor from the Bassett Creek WMO.

- 3.3. Bassett Creek WMO shall provide such reasonable detail of expenses incurred as may be requested by Minneapolis. Books and records of the Bassett Creek WMO relating to such invoices shall be open to inspection by representatives of the City of Minneapolis at any reasonable time.

#### IV. MINNEAPOLIS CONTRIBUTION TO BASSETT CREEK WATERSHED MANAGEMENT COMMISSION BUDGET AND EXPENSES

- 4.1. The City of Minneapolis will pay its assessment to the Bassett Creek WMO for all year 2000 assessments, costs and expenses in accordance with the joint powers agreement creating the Bassett Creek WMO in all respects as though the boundary change had not occurred. For all year 2001 assessments, costs and expenses shall be allocated in accordance with the terms of the joint powers agreement based on the amended boundary.

#### V. OBLIGATIONS RELATING TO OLD TUNNEL

- 5.1. The City of Minneapolis shall continue to own and be responsible for the Old Tunnel and shall continue to maintain and operate its storm drainage systems so as to provide, during a 100 year flood event, a capacity of fifty cubic feet per second for flood overflow of stormwaters which cannot be accommodated in the New Tunnel, as described in paragraph 1.7.

#### VI. OBLIGATIONS RELATING TO THE NEW TUNNEL

- 6.1. Regulation of public and private projects.

- 6.1.1. Neither Minneapolis nor the Middle Mississippi River WMO will construct public improvements or authorize private projects which will increase the area tributary

to the New Tunnel beyond the area within the adjusted Middle Mississippi River WMO boundaries shown on Attachment One as “Area tributary to New Tunnel within Bassett Creek WMO” and “Area tributary to New Tunnel within MMRWMO” without the written approval of Bassett Creek WMO.

- 6.1.2. Neither Minneapolis nor the Middle Mississippi River WMO will construct public improvements or authorize private projects which will add connections or outlets to the New Tunnel without the written approval of Bassett Creek WMO.
  - 6.1.3. Neither Minneapolis nor the Middle Mississippi River WMO will construct public improvements or projects or authorize private projects which will change the rate of runoff to the New Tunnel for any property affected, in cubic feet per second, for the 10, 50 or 100 year rainfall events without the prior written approval of Bassett Creek WMO.
  - 6.1.4. In determining whether to approve projects or activities described in Sections 6.1.1, 6.1.2, and 6.1.3, the standard which will be applied is that only projects which will not increase either the first or second peak flows to the New Tunnel will be approved.
  - 6.1.5. The Bassett Creek WMO may authorize its engineer to approve projects or activities described in Sections 6.1.1, 6.1.2, and 6.1.3, without formal action by the Bassett Creek WMO Commission, on such terms and conditions as may be specified by the Bassett Creek WMO Commissioners from time to time.
- 6.2. Compliance with future water quality standards. Following the change of boundary, the New Tunnel will carry waters to the Mississippi River from areas within both the Bassett Creek and Middle Mississippi River WMO areas of jurisdiction. The parties recognize that federal, state, or regional authorities may impose storm water quality standards in the future. If this should occur, it will be desirable to have in place a means of allocating

responsibility between the two WMOs for compliance with such standards. Accordingly, the parties agree to follow the following procedure:

6.2.1. First, the Bassett Creek and Middle Mississippi River WMOs will work together to attempt to ensure that if target pollution loads, or other standards, are established, they are established at the boundaries of the WMOs so that responsibility for the quality of urban storm water runoff is determined separately for each WMO.

6.2.2. If the parties are not successful in having target pollution loads or other standards established at the boundaries of their jurisdictions, the Bassett Creek and Middle Mississippi River WMOs agree to use water quality data or water quality modeling techniques to establish responsibility for load reductions. If adequate water quality data is available for the Bassett Creek WMO and the portions of the Middle Mississippi River WMO tributary to the New Tunnel, the data will be used to represent a representative base condition for the quality of existing runoff. If the water quality loads for a base condition can be determined for both WMOs based on sampling data, the responsibility for load reductions will be determined in the same proportion as their contribution to the total load. If the water quality loads for the representative base condition can be determined for one of the WMOs based on adequate water quality data, then the responsibility for load reductions will be determined by water quality modeling. The model used to establish the "Target Pollution Loads" will be calibrated to the water quality data for the portion of the watershed that data is available for. The model will be used to calculate loads for the portion of the watershed that water quality data is not available for and for the entire watershed. Responsibility for load reductions will be determined in the same portions as the measured loads and calculated loads to the calculated total load.

## VII. MISCELLANEOUS PROVISIONS

- 7.1. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this agreement promptly by negotiations between representatives of the parties. If the controversy or claim is not resolved within 60 days of the first meeting of the parties' representatives, the parties agree to engage in mediation of the dispute with a mutually acceptable neutral third party before seeking a solution in court. Fees for the services of any neutral third party shall be shared equally between or among the parties involved.

CITY OF MINNEAPOLIS

By *Joe Beinas*  
Its \_\_\_\_\_

And \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

BASSETT CREEK WATERSHED  
MANAGEMENT COMMISSION

By *Joe Gustafson*  
Its *Chairman*

And *Ronald M. Peterson*  
Its *Secretary*

ATTEST:

*Charles Peterson*  
Its *Attorney*

MIDDLE MISSISSIPPI WATERSHED  
MANAGEMENT COMMISSION

By *Joe Bevinic*  
Its *Chair, 9-5-2000*

And *Amy A Sparks*  
Its *VICE CHAIR, 9-5-2000*

ATTEST:

*Thomas W. Paul, 9-5-2000*  
Its *Staff member*

Approved as to Form

*Larry J. Cooper*  
Asst. City Attorney



CITY OF MINNEAPOLIS

By Sharon Sayles Belton  
Mayor

Attest Alvin Osterben  
City Clerk  
**Assistant**

Countersigned Mary Fox-Stroman  
Finance Officer  
*Asst*

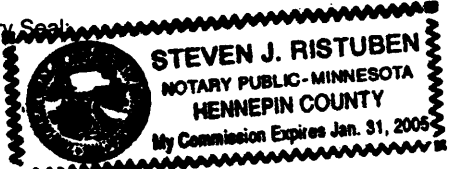
Date

Approved as to form and execution:

Corey M. Crover  
Assistant City Attorney

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

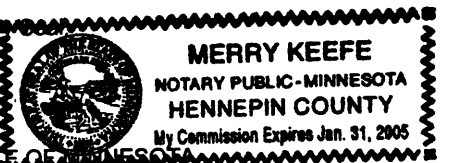
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 1999, by Sharon Sayles-Belton, the Mayor of the City of Minneapolis, a municipal corporation organized and existing under the laws of Minnesota, on behalf of the corporation.

Notary Seal:  STEVEN J. RISTUBEN  
NOTARY PUBLIC - MINNESOTA  
HENNEPIN COUNTY  
My Commission Expires Jan. 31, 2005

Alvin Osterben  
Notary Public Signature

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 22 day of August, ~~1999~~ <sup>2000</sup>, by Steve Ristuben, the Assistant City Clerk of the City of Minneapolis, a municipal corporation organized and existing under the laws of Minnesota, on behalf of the corporation.

Notary Seal:  MERRY KEEFE  
NOTARY PUBLIC - MINNESOTA  
HENNEPIN COUNTY  
My Commission Expires Jan. 31, 2005

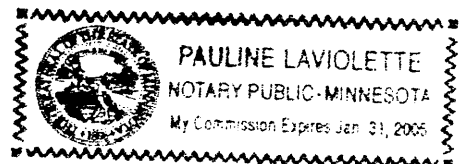
Merry Keefe  
Notary Public Signature

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of September, ~~1999~~ <sup>2000</sup>, by Mary Fox-Stroman, the Assistant Finance Officer, of the City of Minneapolis, a municipal corporation organized and existing under the laws of Minnesota, on behalf of the corporation.

Notary Seal:






Pauline Lavolette  
Notary Public Signature

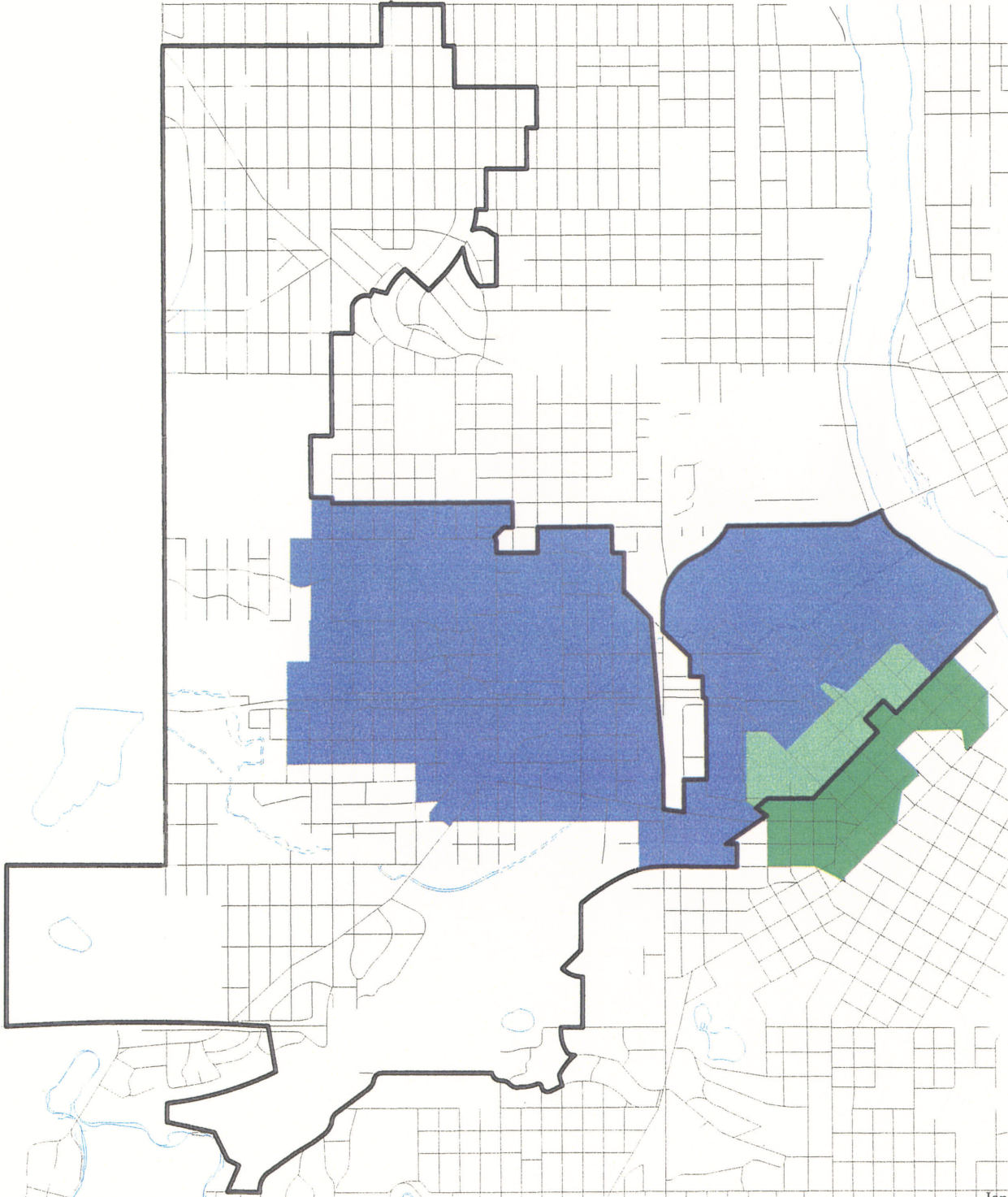
 PAULINE LAVIOLETTE  
NOTARY PUBLIC - MINNESOTA  
My Commission Expires Jan. 31, 2005





# Bassett Creek WMO

	1998 pay	1999 Tax Capacity
 Existing Bassett Creek Boundary		\$11,128,002.00
 Area tributary to Bassett Creek		\$5,228,603.00
 Area tributary to New Tunnel within Bassett Creek WMO		\$736,370.00
 Area tributary to New Tunnel within MMRWMO		\$3,099,431.00
 Area tributary to old Bassett Creek tunnel		\$5,159,398.00



January 21, 1999