



CITY COUNCIL AGENDA ITEM

Subject: Consider Whale Tail Lake Alum Treatment Cost Share Agreement Amendment

Prepared By: Jasper Kruggel, City Administrator

Meeting Date: December 8, 2025

Issue: On May 15, 2023, the City of Minnetrista partnered with Three Rivers Park District and the Pioneer-Sarah Creek Watershed District to conduct a phosphorus treatment project on Whale Tail Lake to help reduce phosphorus in the lake and improve water quality. This project consists of two treatments using alum, the first of which has been completed, and the second to come in 2026. The cost to treat has increased, and the City of Minnetrista portion is proposed to move from \$15,000 to \$25,000 as described in the agreement amendment.

Overview: Senior Water Resources Manager for Three Rivers Park District, Brian Vlach has been facilitating this project. He has provided the following comments related to this project:

- The second half-dose of the alum treatment was to be completed this past spring of 2025. Unfortunately, there were no bids received to complete the project. The primary contractor who bids on alum treatment projects already had too many projects scheduled for the year of 2025 and couldn't fit the project in their already busy schedule.
- A second request for bids was advertised (late October of 2025) with one bid received (November 18, 2025) from SOLitude Lake Management. The bid received for the second half-dose of alum (\$379,393.01) was higher in contrast to the first alum treatment (\$183,028.00).
 - Mobilization costs were significantly higher because the contractor underestimated the distance traveled from the public boat access to the South basin of Whale Tail Lake to apply the alum.
 - The alum cost per gallon was also significantly higher (\$1.98/gallon vs \$2.67/gallon).
- The 2nd half dose of alum needs to be completed by this spring of 2026 to take advantage of the BWSR Clean Water Legacy Funds available for the project. The project received an extension to spend BWSR Clean Water Legacy Grant Funds (\$405,000) by July of 2026.
- In addition, the 2nd half-dose of alum will preserve/extend the longevity and effectiveness of alum treatment to ensure that the lake will continue to meet water quality standards and be removed from the MPCA's Impaired Water's list.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

Council Member Vickery, who also is the Minnetrista Representative on the Pioneer-Sarah Creek Watershed District Commission, is recommending proceeding with this amendment and project due to the water quality improvements related to the alum treatment. The City's maximum cost will move from \$15,000 to \$25,000, which will be funded using the City's Environmental Fund.

Recommended City Council Action: Staff recommend City Council approve the amendment to the cooperative agreement approved on May 15, 2023, and proceed with the alum treatment project on Whale Tail Lake.

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

**COOPERATIVE WATER RESOURCES MANAGEMENT PROJECT
COOPERATIVE AGREEMENT**

BETWEEN

**Three Rivers Park District
Pioneer-Sarah Creek Watershed Management Commission
City of Minnetrista**

1. PARTIES

The Three Rivers Park District (hereinafter referred to as the “the Park District”), the Pioneer-Sarah Creek Watershed Management Commission (hereinafter referred to as “the Commission”), and the City of Minnetrista (hereinafter referred to as “Minnetrista”), all being governmental units of the State of Minnesota hereby enter into this Cooperative Agreement (“Agreement”). The Park District, the Commission, and Minnetrista from time to time may be referred to hereinafter as “the Parties.”

2. PURPOSE

The Park District, the Commission, and Minnetrista recognize that intergovernmental cooperation in achieving internal phosphorus loading reduction called for in the Pioneer-Sarah Creek Watershed Management Commission TMDL to improve water quality in Whaletail Lake is in the mutual interest of the Parties, the citizens of Hennepin County, and the metropolitan area. The Parties enter into this Agreement to facilitate the improvement of Whaletail Lake water quality through the implementation of a batch alum treatment.

3. DUTIES OF THE PARK DISTRICT

The Park District will be responsible for:

- a. Execution of the Board of Water and Soil Resources Clean Water Fund Grant by completing the Project work plan and delivering the grant agreement to the Commission for signature.
- b. Completing Whaletail Lake-South Basin Alum Feasibility Study and securing regulatory approval from the Minnesota Pollution Control Agency to allow the Project to proceed.
- c. Administer a Project coordinating committee to facilitate communication about the Project and manage Project execution.
- d. Securing the services of a qualified contractor to execute the alum treatment(s) on Whaletail Lake-South basin. The Park District will go through a formal competitive

bidding process as per required by Minnesota Statutes Section §471.345 to select and hire the contractor.

- e. Securing a fully executed contract between the selected contractor, the Park District, and the Commission to carry out the Project.
- f. Provide coordination with, and supervision of, the contractor to assure proper application of the alum.
- g. Coordinate the invoicing process for the work, including review of the invoices from the contractor and forwarding of the contractor invoices to the Commission for payment consistent with the Project contracts.
- h. Preparation of Project reports as required by the granting agency.
- i. Providing cash contribution of 29% (percent of the Park District shoreline owned) of the non-grant cost of the Project up to a maximum amount of \$30,000 as the Park District's share of the capital cost of the Project.

4. DUTIES OF THE COMMISSION

The Commission will be responsible for:

- a. Acting as the signatory for the Clean Water Fund grant contract with the Board of Soil and Water Resources (BWSR) as well as being party to a fully executed contract between the selected contractor, the Park District and the Commission to carry out the Project.
- b. Acting as the Fiscal Agent for the Clean Water Fund grant. This includes receipt and management of Clean Water Funds issued by BWSR for the Project as per the terms of the grant contract, prompt payment of invoices received by the alum application contractor, invoicing the Parties to pay their share of the Project cash cost ((as specified in Sections 3i.) and 5c.), and such other duties as are required for the successful fiscal management of the Project.
- c. Providing a cash contribution of 25% of the total project cost up to a maximum amount of \$60,000 as the Commission's share of the capital cost of the Project.
- d. Assuring the timely and responsive participation of a designated individual to represent the Commission on the coordinating committee for the Project.

5. DUTIES OF THE CITY OF MINNETRISTA

Minnetrista will be responsible for:

- a. Assuring the timely and responsive participation of a designated individual to represent Minnetrista on the coordinating committee for the Project.
- b. Coordinating the Project public outreach to notify and inform Minnetrista residents as well as lakeshore homeowner residents about the Project.
- c. Providing a cash contribution of 18% of the non-grant costs of the project up to a maximum amount of \$15,000 as Minnetrista’s share of the capital cost of the Project.

6. AMENDMENT

Any amendment to this Agreement must be in writing and approved by the Parties. The Parties shall have full power to amend this Agreement to add or delete items from the scope of this Agreement upon such terms as are agreed to between the Parties.

7. TERMINATION

This Agreement will terminate upon completion of the Whaletail Lake-South basin alum treatment Project or on December 31, 2024, whichever comes first. Notwithstanding, this Agreement shall terminate in the event the State of Minnesota terminates the Grant Agreement with the Commission. In the event of termination, all parties will pay pro rata for that portion of the Project completed in accordance with Sections 3, 4, and 5.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed and effective as of the date of signature of the last party to the Agreement.

THREE RIVERS PARK DISTRICT



 Luke Skinner, Associate Superintendent



 Jami Markle, Director of Natural Resources


5-17-2023

 Date

5/17/23

 Date

PIONEER-SARAH CREEK WATERSHED MANAGEMENT COMMISSION



 Joe Baker, Chair



 Amy Junnunen, Administrator

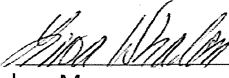
5-18-2023

 Date

5/18/23

 Date

CITY OF MINNETRISTA



Lisa Whalen, Mayor

Date



Dawn Motzko, City Clerk

May 15, 2023

Date

**AMENDMENT
WHALETAIL LAKE-SOUTH BASIN ALUM TREATMENT**

**COOPERATIVE WATER RESOURCES MANAGEMENT PROJECT
COOPERATIVE AGREEMENT**

BETWEEN

**THREE RIVERS PARK DISTRICT,
PIONEER-SARAH CREEK WATERSHED MANAGEMENT COMMISSION,
AND CITY OF MINNETRISTA**

This is an Amendment (hereinafter referred to as “Amended Agreement”) to the Cooperative Agreement that was initially executed on May 18, 2023 (hereinafter referred to as the “2023 Agreement”) between Three Rivers Park District (“Park District”), the Pioneer-Sarah Creek Watershed Management Commission (“Commission”), and the City of Minnetrista (“Minnetrista”), all being governmental units of the State of Minnesota. The Park District, the Commission, and Minnetrista may be referred to hereinafter as the “Parties.”

WHEREAS, the Parties entered into the 2023 Agreement to improve water quality in Whaletail Lake through implementation of a batch alum treatment (the “Project”);

WHEREAS, Section 7 of the 2023 Agreement provides a termination date of December 31, 2024, but the second alum treatment still needs to be completed for Whaletail Lake – South Basin in 2026; and

WHEREAS, in accordance with Section 6 of the 2023 Agreement, the Parties hereby desire to amend the 2023 Agreement to provide for an extended termination date and updated Project costs and contribution amounts.

NOW THEREFORE, in consideration of mutual covenants contained within the 2023 Agreement referenced above, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Except as herein provided, the terms, conditions, and provisions of the 2023 Agreement shall apply to and govern the provisions of this Amended Agreement.

A. Section 3(i.) of the 2023 Agreement shall be replaced with the following:

3. i. Providing cash contribution of \$45,652.09, representing 29% (percent of the Park District shoreline owned) of the non-grant cost of the Project, as the Park District’s share of the cost of the Project.

B. Section 4(c.) of the 2023 Agreement shall be replaced with the following:

4. c. Providing a cash contribution of \$61,768.92 as the Commission’s share of the capital cost of the Project.

C. Section 5(c.) of the 2023 Agreement shall be replaced with the following:

- 5. c. Providing a cash contribution of \$25,000 as Minnetrista’s share of the capital cost of the Project.

D. Section 7 of the 2023 Agreement shall be replaced with the following:

7. TERMINATION

This Agreement will terminate upon completion of the Whaletail Lake-South basin alum treatment Project or on December 31, 2026, whichever comes first. Notwithstanding, this Agreement shall terminate in the event the State of Minnesota terminates the Grant Agreement with the Commission. In the event of termination, all parties will pay pro rata for that portion of the Project completed in accordance with this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be executed and effective as of the date of signature of the last party to the Amended Agreement.

THREE RIVERS PARK DISTRICT

Luke Skinner, Associate Superintendent

Jami Markle, Director of Natural Resources

Date

Date

PIONEER-SARAH CREEK WATERSHED MANAGEMENT COMMISSION

Joe Baker, Chair

Amy Juntunen, Administrator

Date

Date

CITY OF MINNETRISTA

Lisa Whalen, Mayor

Ann Meyerhoff, City Clerk

Date

Date