MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

Meeting: Board of Managers
Meeting date: 11/5/2026
Agenda Item #: 11.1
Item type: Action

Title:	Authorization to Execute Memorandum of Understanding with Ducks Unlimited for Swamp Lake Water Quality & Habitat Improvement Evaluation
Resolution Number:	26-084
Prepared by:	Lucas Bulger, Planner – Project Manager 952-641-4582 lbulger@minnehahacreek.org
Reviewed by:	Michael Hayman, Director of Project Planning; Chuck Holtman, Smith Partners
Recommended action:	Authorize District Administrator to Execute Memorandum of Understanding with Ducks Unlimited for Swamp Lake Water Quality & Habitat Improvement Evaluation
Schedule:	November 5, 2026: Execute Memorandum of Understanding November 6, 2026, and beyond: Ongoing coordinated planning and implementation efforts towards Swamp Lake Water Quality & Habitat Improvement Evaluation
Past Board actions:	N/A

Summary
Since 2018, the Minnehaha Creek Watershed District (MCWD), local cities, and the Long Lake Waters Association have collaborated to improve water quality in the Long Lake Creek Subwatershed. This partnership led to the 2023 Long Lake Creek Roadmap, which identified priority projects to reduce pollution and restore impaired lakes, including Swamp Lake, where high phosphorus levels are believed to result from internal loading and rough fish activity.

Ducks Unlimited, Inc. is a nonprofit organization focused on wetland conservation, habitat restoration, and waterfowl management. In 2026, MCWD began discussions with Ducks Unlimited towards a partnership that would satisfy the mission of each organization. MCWD and Ducks Unlimited staff concluded that the missions of each organization are complementary, and agreed to further explore the mechanics of this potential partnership by developing a Memorandum of Understanding (MOU) to evaluate restoration strategies for Swamp Lake. The nonbinding MOU establishes a framework for joint project evaluation and coordination but does not commit either party to funding or implementation, which would require a separate future agreement.

Background
In 2014, the MCWD adopted its Balanced Urban Ecology (BUE) policy, which emphasizes the importance and benefits of integrating water resource management with land use planning. Central to this planning philosophy is building strong relationships with both public and private partners to understand their goals and priorities.

Since 2018, the cities of Long Lake, Medina, and Orono; Long Lake Waters Association (LLWA); and Minnehaha Creek Watershed District (MCWD) have been working together towards a common goal of improving water quality within the Long Lake Creek Subwatershed. This effort will help the cities meet state load reduction requirements for the five impaired lakes in the system and advance efforts toward the goal of swimmable and fishable area lakes.

To support this effort, the MCWD took on the role of convener and technical lead in 2018. With the support of the partners, MCWD obtained state grant funding and led a subwatershed assessment to provide a strong scientific understanding of the system, identify cost-effective projects and strategies, and develop a clear and actionable roadmap to

implement them. This subwatershed assessment was completed in January 2023 and is known as the Long Lake Creek Roadmap (Roadmap). The Roadmap identified 34 projects for advancement based on their cost-effectiveness and feasibility to implement.

Swamp Lake is a shallow lake of about 73 acres in the northwestern part of the Long Lake Creek subwatershed. Swamp Lake outlets downstream through a series of small waterbodies, including Wolsfeld Lake, and then to Long Lake. As noted in the Roadmap, Swamp Lake has a high phosphorus concentration that MCWD staff believe is due principally to a large internal phosphorus loading subject to disturbance by a population of bullheads, fathead minnows, and other rough fish.

Memorandum of Understanding

Ducks Unlimited, Inc., is a nonprofit organization with a mission to conserve, restore and manage wetlands and associated habitats for North America's waterfowl. Ducks Unlimited also wishes to advance water quality for its general habitat benefit. In early 2026, Ducks Unlimited contacted MCWD staff to request input on a lake drawdown project located within the Three Rivers Park District. Subsequently, MCWD staff continued conversations with Ducks Unlimited in the interest of new partnership opportunities that would support the long-range planning and project opportunities identified in the Long Lake Creek Roadmap.

Through these conversations, MCWD and Ducks Unlimited staff concluded that the missions of each organization are complementary, and agreed to further explore the mechanics of this potential partnership by developing a Memorandum of Understanding (MOU) towards implementing a project in the Long Lake Creek Roadmap. MCWD and Ducks Unlimited staff identified Swamp Lake as a suitable project opportunity that would satisfy the mission of each organization and collaborated to develop the MOU.

The MOU is a nonbinding agreement between MCWD and Ducks Unlimited to evaluate opportunities for improving water quality and habitat conditions in Swamp Lake. Under the MOU, MCWD and Ducks Unlimited agree to collaborate on evaluating potential management actions, including temporary lake drawdown, vegetation management, fish control measures, and other strategies to reduce phosphorus loading.

The MOU does not obligate either party to provide funding or undertake any project. Each organization will bear its own costs during the evaluation phase, remain independent entities, and coordinate through designated representatives. The MOU becomes effective upon execution, remains in force for two years, and may be terminated by either party with 30 days' written notice. Any specific project implementation effort would require a separate, legally binding agreement that defines roles, responsibilities, and funding commitments.

Next Steps

Following execution of the MOU, MCWD and Ducks Unlimited will share data and technical expertise, begin engagement with property owners, consult with agencies and funding partners such as the Minnesota Department of Natural Resources and the Lessard-Sams Outdoor Heritage Council, and assess the feasibility and effectiveness of potential projects.

Supporting Documents:

- Attachment 1: Memorandum of Understanding with Ducks Unlimited for Swamp Lake Water Quality & Habitat Improvement Evaluation

MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

RESOLUTION

Resolution number: 26-084

Title: Authorization to Execute Memorandum of Understanding with Ducks Unlimited for Swamp Lake Water Quality & Habitat Improvement Evaluation

WHEREAS the Minnehaha Creek Watershed District (MCWD) adopted its 2017 Watershed Management Plan (WMP) to guide the District's long-range planning, policies, and implementation strategies for protecting and improving water resources within the watershed;

WHEREAS since 2018, MCWD, local cities, and the Long Lake Waters Association have collaborated to improve water quality in the Long Lake Creek Subwatershed;

WHEREAS in 2023, the Long Lake Creek Subwatershed partners completed the Long Lake Creek Roadmap, which identifies priority projects to reduce pollution and restore impaired lakes, including Swamp Lake, where high phosphorus levels are believed to result from internal loading and rough fish activity;

WHEREAS Ducks Unlimited, Inc., is a nonprofit organization with a mission to conserve, restore and manage wetlands and associated habitats for North America's waterfowl;

WHEREAS in 2026, MCWD and Ducks Unlimited, Inc. expressed mutual interest in partnering on projects that would satisfy the mission of each organization;

WHEREAS MCWD and Ducks Unlimited, Inc. have developed a nonbinding Memorandum of Understanding (MOU) to explore the mechanics of a potential partnership by collaborating to evaluate opportunities for improving water quality and habitat conditions in Swamp Lake;

WHEREAS the MOU does not obligate either party to provide funding or undertake any project, and each organization will bear its own costs during the evaluation phase, remain an independent entity, and coordinate through designated representatives;

WHEREAS the MOU becomes effective upon execution, remains in force for two years, and may be terminated by either party with 30 days' written notice;

WHEREAS any specific project implementation effort will proceed by means of a separate, legally binding agreement that defines roles, responsibilities, and funding commitments;

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorizes the District Administrator, on advice of counsel, to execute the Memorandum of Understanding with Ducks Unlimited for Swamp Lake Water Quality & Habitat Improvement Evaluation, with adjustment of paragraph 11 and such non-substantive modifications as the District Administrator deems appropriate and are consistent with the intent of the Memorandum of Understanding.

Resolution Number 26-084 was moved by Manager _____, seconded by Manager _____.
Motion to adopt the resolution ___ ayes, ___ nays, _____abstentions. Date: November 5, 2026.

_____ Date: _____
Secretary

MEMORANDUM of UNDERSTANDING
SWAMP LAKE WATER QUALITY & HABITAT IMPROVEMENT STUDY

A. This Memorandum of Understanding (MOU) is made between Minnehaha Creek Watershed District (MCWD) and Ducks Unlimited (together, the "Parties"). MCWD is a political subdivision with purposes and powers, as set forth at Minnesota Statutes Chapters 103B and 103D, to engage in projects and programs to enhance and manage water resources and provide for their beneficial public use and enjoyment. Ducks Unlimited, Inc. is a District of Columbia nonprofit organization with a primary business address of One Waterfowl Way, Memphis, Tennessee 38120 with a mission to conserve, restore and manage wetlands and associated habitats for North America's waterfowl.

B. Swamp Lake, also known as School Lake, is a shallow lake of about 73 acres in the northwestern part of the Long Lake Creek subwatershed. Swamp Lake outlets downstream through a series of small waterbodies, including Wolsfeld Lake, and then to Long Lake. Swamp Lake has a high phosphorus concentration that the parties believe is due principally to a large internal phosphorus loading subject to disturbance by a population of bullheads, fathead minnows and other rough fish.

C. MCWD is a convener of and participant in the Long Lake Creek Partnership in which the Cities of Long Lake, Medina, and Orono; Long Lake Waters Association (LLWA); and MCWD are working together to improve water quality within the Long Lake Creek subwatershed. The partnership roadmap prescribes addressing internal phosphorus loads in the upper subwatershed in order to progress toward water quality goals for surface waters.

D. The Parties wish to explore the potential for work to reduce the internal phosphorus loading of Swamp Lake, in order to improve lake habitat and the water quality within the lake and downstream.

TERMS of UNDERSTANDING

This MOU is nonbinding and does not obligate either Party to provide funding, personnel, services, data, property access, or other resources; undertake or complete any study or project; enter into any subsequent agreement; or proceed with any proposed activity, but documents mutual goals and establishes a cooperative framework within which the potential for beneficial project or program work may be identified. If the work under the MOU results in identifying an undertaking of mutual benefit, the Parties at that time will enter into legally binding terms for the purpose of advancing the work.

1. MCWD's principal immediate goal is to manage rough fish within Swamp Lake and its connected waters for water quality benefit. MCWD also wishes to improve native vegetation composition and aquatic and riparian habitat. The principal goal of Ducks Unlimited is to improve wetland and shallow lake habitat for waterfowl. Ducks Unlimited also wishes to advance water quality for its general habitat benefit. Each party will examine the conditions within Swamp Lake and its hydrologic setting in the context of its own current priorities and programming, and identify work in which it may wish, in its sole discretion, to invest its resources. The evaluation will include temporary lake drawdown as an initial action for rough fish control and vegetation management,

but may include chemical treatment and any other work pertaining to internal phosphorus load and movement through the hydrologic system.

2. Each party, itself and through its technical advisors, possesses technical expertise and is willing to invest a reasonable measure of resources in the above evaluation. Each party will cooperate to share data or information it possesses that may assist the other party. The MCWD commitment is limited by its obligation under the Minnesota Data Practices Act (MDPA) to protect certain data that are not public, and is subject to its ordinary licensing protocols, without charge to Ducks Unlimited. Ducks Unlimited recognizes that data and information in MCWD possession is subject to the MDPA. Where Ducks Unlimited believes that certain data or information is sensitive, it will advise MCWD and the Parties will cooperate to determine whether and how the data or information can be protected from public availability. If a data need is identified, the Parties will cooperate to explore whether it is prudent to obtain the data and, if so, how they will be obtained.

3. The Parties will conduct the evaluation with reasonable promptness and will confer to share their findings, assess whether to proceed with feasibility work for one or several potential undertakings, and define the scope of a feasibility study. The Parties will seek concurrence in who will perform the feasibility study, how the Parties will coordinate in the work, and how the cost will be allocated. At the request of a party, the Parties will document the commitments in a legally binding way.

4. The Parties agree that any work should have the support of residents owning property riparian to or encompassing the bed of Swamp Lake. MCWD holds easement rights on certain such parcels, and Ducks Unlimited has existing relationships with certain parcel owners. In parallel with the evaluation described in paragraphs 1 and 2 above, the Parties will share ownership and relationship information and confer as to the most productive way to engage property owners. In parallel with a feasibility study under paragraph 3, the Parties jointly will develop an outreach approach, and will engage property owners pursuant to that approach, to the extent it bears on the feasibility assessment.

5. Also, in parallel with the work under paragraphs 1 and 2 above, the Parties will consider the benefit of, and cooperate in, consulting with other public or institutional entities such as, but not limited to, the MN Department of Natural Resources and the Lessard Sams Outdoor Heritage Council (LSOHC). Ducks Unlimited is an active LSOHC grantee, and may advise MCWD as to grant funds that may apply to the work described in this MOU.

6. If a party needs entry onto private property for the purpose of its activity pursuant to this MOU, the Parties will cooperate to consider how legal authority and relationships may be used to obtain entry.

7. Each party will designate a representative to maintain contact and coordination in order to achieve progress under this MOU. Each party will draw on those within its organization and consultants as is appropriate to contribute to progress. Each representative will coordinate briefing of and action by his or her decisionmakers when appropriate. MCWD will advise the members of

DRAFT

the Long Lake Creek Partnership of this MOU and activity under it. Ducks Unlimited will cooperate in outreach to the partnership as may be useful.

8. Except as otherwise agreed, each party will bear the cost of its participation in the activities described in this MOU. The Parties will work together in good faith and communicate in a timely fashion to advance the goals of this MOU. Each party recognizes that assistance provided by the other is informal and without any warranty or duty of care whatsoever. At such time as the Parties wish to proceed to implement a specific initiative, or to formalize other coordination in a binding manner, they will enter into a written agreement that establishes legally binding roles, responsibilities and financial obligations.

9. This MOU is effective when fully executed by the Parties and expires two years thereafter. Either party may terminate this MOU on 30 days' advance written notice to the other party.

10. The Parties are independent entities. Nothing in this MOU creates a partnership, joint venture, agency, fiduciary relationship, or other legal association, and neither Party has authority to bind or make commitments on behalf of the other.

11. Neither Party shall use the other Party's name, logo, trademarks, service marks, trade names, or other proprietary identifiers in any press release, marketing materials, fundraising materials, public announcement, publication, social media posting, website content, or other external communication without the other Party's prior written consent. Any approved use shall be subject to the trademark owner's branding and usage requirements. Nothing in this MOU grants either Party any right, title, or interest in the other Party's trademarks, service marks, logos, or other intellectual property.

MINNEHAHA CREEK WATERSHED DISTRICT

_____ Date:

By: James Wisker
District Administrator

DUCKS UNLIMITED, INC.

_____ Date:

By: James A. Rader
Director of Operations
Great Lakes/Atlantic Region

DRAFT