

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 HAYWARD AVENUE, OAKDALE, MINNESOTA 55082
Phone 651.330.8220 x22 fax 651.330.7747 www.mscwmo.org



Regular Meeting of the Middle St. Croix Watershed Management Organization Bayport Public Library, Bayport, MN Thursday, February 9, 2017 6:00PM

1. Call to Order – 6:00PM
2. Approval of Minutes
 - a) Draft minutes- January 12 , 2017
3. Treasurer's Report
 - a. Report of savings account, assets for February 9, 2017
 - b. Approve payment of bills for February 9, 2017
4. Public Comments
5. Old Business
6. New Business
 - a. 2018 Preliminary Budget for Townships- *Page 1*
 - b. 2017 Clean Water Fund Perro Creek and Lily Final 45 Grant Contracts- *Pages 2-6*
 - c. 2016 Watershed Annual Report- *Pages 7-22*
 - d. 2014 Clean Water Fund Grant Greeley Gully Final Design, Contracts, and Agreements *Pages 23-29*
 - e. Tree Removal Contract- *Pages 30-41*
 - f. 2015 Clean Water Fund Grant Stillwater Junior High Iron Enhanced Sand Filter and Bioretention Approval- *Pages 42-44*
7. Plan Reviews/Submittals
 - a. Engineered Supply Proposed Redevelopment- Bayport (update)- *Page 45*
 - b. Stensland Woods Proposed New Development- West Lakeland Township – *Page 46*
8. Administrator's Report- *Pages 47-48*
9. Adjourn

MSCWMO 2018 Draft Budget

	2017 MSCWMO Budget	2018 MSCWMO Budget	% CHANGE
ADMINISTRATION			
Administration - General	\$ 29,200.00	\$ 29,200.00	0.00%
Accounting	\$ 1,500.00	\$ 1,500.00	0.00%
Legal Fees - General	\$ 1,000.00	\$ 1,000.00	0.00%
Audit	\$ 1,900.00	\$ 1,900.00	0.00%
Insurance & Bonds	\$ 3,000.00	\$ 3,000.00	0.00%
Office supplies/equipment/postage	\$ 750.00	\$ 750.00	0.00%
Minutes/Clerical	\$ 1,100.00	\$ 1,100.00	0.00%
Copying/printing/reproduction/minutes	\$ 750.00	\$ 750.00	0.00%
Admin Total	\$ 39,200.00	\$ 39,200.00	0.00%
PROJECT FUNDS			
Project Contingency	\$ 2,000.00	\$ 2,000.00	0.00%
Engineering - Project	\$ 5,400.00	\$ 5,400.00	0.00%
Development Plan Reviews	\$ 4,800.00	\$ 4,800.00	0.00%
Erosion Monitoring Program	\$ 2,250.00	\$ 2,250.00	0.00%
BMP Cost-Share (general)	\$ 19,500.00	\$ 19,500.00	0.00%
BMP TA & Admin	\$ 25,859.00	\$ 25,859.00	0.00%
Community TA	\$ 3,000.00	\$ 3,000.00	0.00%
Water Resource Educator	\$ 6,000.00	\$ 6,000.00	0.00%
Website	\$ 750.00	\$ 750.00	0.00%
Inspection and Tracking Database	\$ 900.00	\$ 900.00	0.00%
Project Total	\$ 70,459.00	\$ 70,459.00	0.00%
WATER MONITORING			
Water Monitoring	\$ 16,411.00	\$ 16,411.00	0.00%
Water Monitoring Total	\$ 16,411.00	\$ 16,411.00	0.00%
LONG TERM PROJECT SAVINGS			
Water Monitoring - Set aside for equipment rep	\$ 1,000.00	\$ 1,000.00	0.00%
WMP Update	\$ 6,000.00	\$ 6,000.00	0.00%
Savings Total	\$ 7,000.00	\$ 7,000.00	0.00%
MSCWMO Member Contribution Budget	\$ 133,070.00	\$ 133,070.00	0.00%
GRANTS			
Lily Phase III	\$ 86,600.00		
Targeted Monitoring	\$ 7,100.00		
Lake St. Croix Direct Phase I	\$ 94,500.00		
Lake St. Croix Direct Phase II	\$ 40,000.00	\$ 110,000.00	
Perro Creek Phase I	\$ 15,000.00	\$ 40,000.00	
Lily Lake Final 45 Feasibility	\$ 12,000.00	\$ 60,000.00	
Grants Total	\$ 255,200.00	\$ 210,000.00	
Total Budget (Member Contribution + Grants)	\$ 388,270.00	\$ 343,070.00	



**FY 2017 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
COMPETITIVE GRANTS PROGRAM
GRANT AGREEMENT**

Vendor:	0000795682	VN#:	
PO#:	3000007766	Date Paid:	

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Middle St. Croix River WMO, 455 Hayward Ave Oakdale Minnesota 55128** (Grantee).

<i>This grant is for the following Grant Programs :</i>		
C17-1924	Lily Lake Stormwater Retrofit Feasibility and Design to Achieve State Water Quality Standards	\$58,000
C17-8256	Perro Creek Urban Stormwater Quality Improvements	\$63,000

Total Grant Awarded: \$121,000

Recitals

1. Minnesota Statutes 103B.101, subd. 9 (1), and 103B.3369, authorize the Board to award this grant.
2. The Laws of Minnesota 2015, 1st Special Session, Chapter 2, Article 2, Section 7(b – Projects and Practices) (c – Accelerated Implementation) (h – Community Partners) and (k – multi-purpose drainage), appropriated Clean Water Fund (CWF) funds to the Board for the FY 2017 Competitive Grants Program.
3. The Minnesota Department of Health transferred funds to the Board for the Well Sealing Grant Program.
4. The Board adopted the FY 2017 Clean Water Fund Competitive Grants Policy and authorized the FY 2017 Competitive Grants Program in Board Resolution 16-52.
5. The Board adopted Board Resolution 16-98 to allocate funds for the FY 2017 Competitive Grants Programs.
6. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
7. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
8. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is: **MSCWMO ADMINISTRATOR
455 HAYWARD AVENUE
OAKDALE, MN 55128
651-330-8220 X22**

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. Term of Grant Agreement

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The State's Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must**

not begin work under this grant agreement until it is executed.

- 1.2. **Expiration date:** December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 18. Intellectual Property Rights.

2. Grantee's Duties

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. The Grantee will display on its website the previous calendar year's detailed information on the expenditure of these State grant funds and measurable outcomes as a result of the expenditure of these State grant funds according to the format specified by the BWSR, by March 15 of each year.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2020 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. Time

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Terms of Payment

- 4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantee and approved by BWSR.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.
- 4.5. This grant includes an advance payment of 50 percent of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.
- 4.6. Contracting and Bidding Requirements per Minn. Stat. §471.345, Grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.
 - 4.6.1. If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - 4.6.2. If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the

vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

- 4.6.3. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
- 4.6.4. Support documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.6.5. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5. Conditions of Payment

All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2017 Clean Water Fund Competitive Grants Policy, and regulations. All Grantees must follow the Grants Administration manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

The Minnesota Department of Administration's Office of Grants Management Policy on Grant Closeout Evaluation (Policy 08 – 13) requires the Board to consider a grant applicant's past performance before awarding subsequent grants to them. The Board must consider a grant applicant's performance on prior grants before making a new grant award of over \$5,000. The Board may withhold payment on this and grants from other programs if the Grantee is not in compliance with all Board reporting requirements.

6. Assignment, Amendments, and Waiver

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.
- 6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. State Audits

Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and

are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

8.2. The Grantee or designated local unit of government implementing this Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

9. Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. Publicity and Endorsement

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

12. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination

13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

14. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage

It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which State prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

16. Constitutional Compliance

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding use of Clean Water Funds to supplement traditional sources of funding.

17. Signage

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, article 3, section 5 (b) for Clean Water Fund projects.

18. Intellectual Property Rights

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Middle St. Croix River WMO

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

2016 ANNUAL REPORT



Lake St. Croix Beach

Prepared by:

MIDDLE ST. CROIX WMO BOARD OF MANAGERS
APPROVAL DATE: February 9th, 2017

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INTRODUCTION

The Middle St. Croix WMO encompasses approximately 19.8 square miles and is located in the east-central part of Washington County. A distinction exists between the Middle St. Croix watershed and the other watersheds of Washington County in that the Middle St. Croix watershed has many small, parallel watersheds that all flow to the St. Croix, whereas the other watersheds in the County generally have one major drainage with a headwaters and outlet. Land use in the watershed is evenly distributed between agricultural uses, rural residential, high-density residential and commercial land uses.

The Middle St. Croix Watershed Management Organization (MSCWMO) is a Joint Powers Watershed Management Organization composed of ten St. Croix Valley communities that was established under State Statute 103B to cooperatively manage water resources within the watershed. The ten member communities of the MSCWMO are: Afton, Bayport, Baytown Township, Lakeland, Lakeland Shores, Lake St. Croix Beach, Oak Park Heights, St. Mary's Point, Stillwater, and West Lakeland Township

In general, the purposes of a Watershed Management Organization (WMO) are to conserve natural resources through land use planning, flood control, and other conservation projects in order to ensure continued public health and welfare. The specific purposes of a watershed management organization are:

- Cooperatively manage water resources in the watershed.
- Inventory and assess the resources of the watershed.
- Monitor the water quality of lakes and streams in the watershed.
- Provide education on water related issues in the watershed.
- Review development plans for stormwater management, erosion and sediment control, and provide wetland and shoreland protection.
- Plan and implement capital improvement projects that enhance the water resources of the watershed.

The mission of the Middle St. Croix Watershed Management Organization is to jointly and cooperatively manage the water resources of the watershed. The ten member communities will do so to conserve and protect the water resources in an efficient and effective manner.

ORGANIZATION AND BUDGET

MSCWMO Board of Managers

Each member municipality or township within the MSCWMO appoints one member to the MSCWMO Board. The 2016 representatives from each participatory community are listed below.

Vacant Afton, MN	Tom McCarthy 16455 20 th St. S. Lake St. Croix Beach, MN 55043 651.436.7031
Brian Zeller (Chair) 55 Lakeland Shores Rd Lakeland Shores, MN 55043 612.325.3038	Nancy Anderson 2870 Itasca Ave. S. St. Mary's Point, MN 55043 651.436.7157
Chuck Dougherty 14168 Oak Park Blvd. N. Oak Park Heights, MN 55082 651.439.4439	John Fellego 4220 Osgood Ave N. Baytown Twp., MN 55082 612.275.2200
Doug Menikheim 527 Broadway Ave. S. Stillwater MN 55082 612.382.4929	Joe Paiement 1190 St. Croix Trail South Lakeland, MN 55043 651-436-4430
Dan Kylo 1891 Oldridge Ave. N. West Lakeland Township, MN 55082 651.436.1134	Dan Goldston 294 North Third St. Bayport, MN 55003 651-275-4404

MSCWMO Contract Support Staff

The MSCWMO does not employ staff but does contract with several organizations for professional services. The organizations providing these services are listed below.

Administrator Mikael Isensee Washington Conservation District 455 Hayward Avenue, Oakdale MN 55128 651.330.8220 Ext. 22	Attorney Troy Gilchrist 470 Pillsbury Center 200 South Sixth Street Minneapolis, MN 55402 612.337.9215 tgilchrist@kennedy- graven.com	Recording Secretary Jenn Radtke Washington Conservation District 455 Hayward Avenue, Oakdale MN 55128 651.330.8220 Ext. 27
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Table 1: 2016 Budget

Administration Budget	Community Contributions
Administration - General	\$ 29,200
Accounting	\$ 1,500
Legal Fees – General	\$ 1,000
Audit	\$ 1,900
Insurance	\$ 3,000
Office supplies/equipment/postage	\$ 750
Minutes/Clerical	\$ 1,100
Copying/printing	\$ 750
Subtotal	\$ 39,200
Project Budget	
Project Contingency	\$ 2,000
Engineering - Project	\$ 5,400
Development Plan Reviews	\$ 4,800
Erosion Monitoring Program	\$ 2,250
BMP Program Tech. Assistance	\$ 25,859
BMP Program Cost Share	\$ 19,500
Community TA	\$ 3,000
Water Resource Educator	\$ 6,000
Website	\$ 750
Inspection and Tracking Database	\$ 600
Water Monitoring	\$ 16,411
Water Monitoring Equip. Savings	\$ 1,000
2025 WMP Update	\$6,000
Subtotal	\$ 93,570
TOTAL	\$ 132,770

Table 2: 2017 Draft Budget

Administration Budget	Community Contributions
Administration - General	\$ 29,200
Accounting	\$ 1,500
Legal Fees – General	\$ 1,000
Audit	\$ 1,900
Insurance	\$ 3,000
Office supplies/equipment/postage	\$ 750
Minutes/Clerical	\$ 1,100
Copying/printing	\$ 750
Subtotal	\$ 39,200
Project Budget	
Project Contingency	\$ 2,000
Engineering - Project	\$ 5,400
Development Plan Reviews	\$ 4,800
Erosion Monitoring Program	\$ 2,250
BMP Program Tech. Assistance	\$ 25,859
BMP Program Cost Share	\$ 19,500
Community TA	\$ 3,000
Water Resource Educator	\$ 6,000
Website	\$ 750
Inspection and Tracking Database	\$ 900
Water Monitoring	\$ 16,411
Water Monitoring Equip. Savings	\$ 1,000
2025 WMP Update	\$6,000
Subtotal	\$ 93,870
TOTAL	\$ 133,070

AUDIT REPORT

Michael Peterson, Certified Public Accountant & Consultant, completed an audit of the financial management of the WMO for the year 2016. The result of this audit disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards, and that the MSCWMO does comply with the material terms and conditions of applicable legal provisions. In the opinion of the auditor, the financial statements of the MSCWMO for the year ending December 31, 2016 were in conformity with accounting principles generally accepted in the United States of America.

2016 PROGRAMS AND PROJECTS

2016 Implementation of Performance Standards

The mission of the MSCWMO is to jointly and cooperatively manage water resources within the WMO and to provide effective and efficient services to the residents of the watershed. To work towards meeting this goal, the MSCWMO chose to integrate its performance standards into existing city and township review processes rather than create its own separate permit program. This integration has two levels. One, the communities within the WMO are to submit project applications to the WMO for staff level review whenever a proposed project requires a city building permit and adds 500 square feet of new impervious surface, or if a project requires a variance from local impervious surface zoning requirements for the property. And, two for projects that meet the criteria listed in section 7.0 of the 2016 WMP, full project review and comment by the MSCWMO board is required.

Community Ordinance Updates

In 2014 the MSCWMO received a Minnesota Board of Water and Soil Resources Clean Water Fund Accelerated Implementation Grant to Integrate Minimal Impact Design Standards into local controls. In 2016, at the completion of the grant, all MSCWMO with the exception of the City of Stillwater and the City of Afton had adopted full revisions of their Stormwater and Erosion Control Ordinance to be consistent with the 2015 MSCWMO Watershed Management Plan standards.

Community Implementation of MSCWMO Performance Standards

Table 3 summarizes project reviews which were completed in the MSCWMO in 2016. All ten of the member communities Local Water Management Plans provide guidance on how to complete the MSCWMO review process. The MSCWMO review process is applied consistently in each of its ten member communities.

Table 3: 2016 Community Implementation of Performance Standard

Community	2016 Implementation of Performance Standards
City of Afton	<ul style="list-style-type: none"> No projects referred to the MSCWMO in 2016 for staff level review
City of Bayport	<ul style="list-style-type: none"> Bayport City Parking Lot Redevelopment, 169 3rd Street North
Baytown Township	<ul style="list-style-type: none"> Stillwater Area Public Schools Bus Maintenance Facility, 3547 Stagecoach Tr. N.
City of Lakeland	<ul style="list-style-type: none"> 1067 Quixote Ave, Residential Reconstruction 745 Quixote Ave., Timber Wall Replacement Lakeland City Hall New Development, 12th Street and St. Croix Trail 2016 Streets Improvement, Redevelopment
City of Lakeland Shores	<ul style="list-style-type: none"> 55 Lakeland Shores Road Garage and Trail Stabilization
City of Oak Park Heights	<ul style="list-style-type: none"> CSAH 23 Redevelopment Oak Park Crossing Trail New Development CSAH 26, Redevelopment Holiday Station, 5965 Osgood Ave, Redevelopment Dahl-Tec, 5805 St. Croix Trail, Addition Boutwells Chapel, 5450 Nolan Parkway N, New Development Baytown Substation, 13809 60th St. N., New Development
City of Stillwater	<ul style="list-style-type: none"> CSAH 12 Redevelopment Mulberry Harbor Yacht Marina, 575 Main St. N., Pier Replacement 2016 Stillwater Streets Improvement
City of Lake St. Croix Beach	<ul style="list-style-type: none"> 1640 Riviera Addition 2016 Streets Improvement, Redevelopment
City of St. Mary's Point	<ul style="list-style-type: none"> No projects referred to the MSCWMO in 2016 for staff level review
West Lakeland Township	<ul style="list-style-type: none"> No projects referred to the MSCWMO in 2016 for staff level review

Information and Education Program

Shared Water Resource Educator

The MSCWMO continues to participate in the shared East Metro Water Resource Education Program (EMWREP). During 2016, EMWREP continued to use a variety of strategies to educate the general public about stormwater pollution and other issues affecting the quality of surface and groundwater resources, and to inform them about partner programs and activities. EMWREP contributed 54 press releases and news columns to 18 area newspapers, in addition to producing educational content for city newsletters, social media, and on-line news sites. EMWREP staff attended more than 20 community events and participated in the planning and program development for several regional water education initiatives as well.

Though the impact of these larger public education and awareness raising efforts is often hard to measure directly, we know they greatly improve the success of our targeted outreach activities and are usually the initial gateway through which people learn about EMWREP partner organizations and engage at a higher level by attending a workshop, participating in a watershed planning process, or installing a clean water project on their property.

In 2016, the watershed also completed the following activities

- Concluded outreach to landowners in the prioritized catchment SD-3 of the Lake St. Croix Direct Discharge Subwatershed Analysis to identify potential locations for voluntary retrofit projects.
- Provided education about groundwater and water conservation at the Washington County Fair.
- Supported a prairie planting with 1,100 grade school students at St. Croix Preparatory Academy.

Blue Thumb Program: EMWREP uses Blue Thumb – Planting for Clean Water (www.BlueThumb.org) tools and resources to conduct public education and enhance outreach efforts, as well as promote watershed cost-share programs, conduct targeted outreach for neighborhood raingarden projects, and teach educational workshops for homeowners. The program was developed by the Rice Creek Watershed District in 2006 and is now led by Metro Blooms.

- In 2016, EMWREP conducted raingarden Urban Landscaping design workshops in Lake Elmo and coordinated a neighborhood party in Lakeland.

Stormwater U: In 2016 the watershed coordinated with the University of Minnesota Erosion and Stormwater Management Certification Programs to provide a Regulatory Inspectors Training on May 17th. The watershed also provided educational presentations on infiltration design for the Stormwater Pollution Prevention Design Recertification classes on March 29th, April 7th, and April 15th. On April 28, 2016 the MSCWMO met with member community Building Inspectors to review watershed erosion and sediment control standards.

The watershed also supported EMWREP development and distribution a set of ten 10-minute PowerPoint presentations for municipal staff monthly meetings. The presentations covered training topics included under Minimum Control Measure 6 of the MS4 permit.

NEMO: The Northland NEMO program (Non-point Education for Municipal Officials) provides local elected officials and decision makers with resources and information to make informed decisions about land use and water quality in their communities. Northland NEMO is hosted by the University of Minnesota Extension and EMWREP is a partner organization.

- During 2016 the watershed collaborated with NEMO and local partners to host the annual St. Croix River Workshop on the Water on Sept 14 for local decision makers:

The MSCWMO plans to continue working through the EMWREP in 2017.

A full report of EMWREP activities completed in 2016 can be viewed at the following link:

<http://www.mscwmo.org/watershed-education>

Website

The MSCWMO continued to update its website in 2016. The website contains up to date meeting dates, agendas, minutes, annual reports, water monitoring information, contact information and more. In addition, the website also contains a section for grant reporting which highlights projects completed as part of the BWSR Clean Water Legacy Program. The website also contains a tab “for developers” and “for builders” which provides all necessary information on the MSCWMO’s project review process. The MSCWMO website can be viewed at the following link:

<http://www.mscwmo.org>

2016 Data Collection Program

Water Quality Monitoring Program

In 2016 the Middle St. Croix Watershed Management Organization (MSCWMO) continued condition monitoring and water quality and elevation biweekly on McKusick Lake and Lily Lake. Information from the Brown’s Creek Diversion Drainage which flows to McKusick Lake is monitored by the Brown’s Creek Watershed District, but resulting information is also provided to the MSCWMO for use in management planning. The MSCWMO also continued its problem identification monitoring at Lily Lake. In 2015 the MSCWMO conducted flow and nutrient grab sample monitoring on seven outfalls discharging to Lily Lake, including the Brick Pond outfall. In 2016 flow and nutrient sampling continued at four outfalls into Lily Lake. Additionally, in 2016 flow and nutrient sampling was conducted at the two outfalls of Perro Pond and at the diversion structure at Perro Creek. These monitoring results will enable the MSCWMO will use this data to more effectively implement management strategies and practices to address phosphorous discharges to Lily Lake.

Full water monitoring reports can be viewed on our website. The 2016 monitoring report will be available in July of 2017.

<http://www.mscwmo.org/water-monitoring>

2016 Projects

Construction Monitoring Program

The MSCWMO construction-monitoring program was developed to ensure that the policies and performance standards of the MSCWMO were implemented on the ground for qualifying projects. Staff continues to monitor projects, which were reviewed by the MSCWMO board. The MSCWMO coordinates its inspection program with its member communities and their building/permit inspectors.

BMP Inspections and Maintenance

The MSCWMO BMP Inspection and Tracking Database was developed to ensure that the installed practices are meeting functional and aesthetic expectations. In 2016 106 MSCWMO projects were inspected. Utilizing MCC Crews from Clean Water Funding, targeted maintenance was performed on over 100 best management practices.

Groundwater

The MSCWMO continued to recognize the Washington County Groundwater Plan during 2016 and continued to participate in County wide technical advisory committee meetings to prioritize implementation and identify responsible parties for specific activities. In addition, the MSCWMO continued to participate in the North and East Metro Groundwater Management Plan Stakeholder Input Process.

Local Government Controls

The MSCWMO continued to work with its member communities to strengthen water quality and natural resource management. Through a Clean Water Fund Accelerated Implementation grant the MSCWMO is assisting its member communities to update their local controls. By the end of 2016 the MSCWMO plans to have council resolutions to adopt Minimum Impact Design Standards into local ordinance and code. All communities will continue to participate in the MSCWMO's project review program.

St. Croix Beach Shoreline Stabilization

The MSCWMO worked collaboratively with the City of Lake St. Croix Beach and the St. Croix River Association to stabilize an eroding shoreline on Lake St. Croix. Specifically the project applied bio-engineering practices in combination with hard armor shoreline stabilization methods to stabilize 400 feet of Lake St. Croix in the City of Lake St. Croix Beach. Stabilizing this shoreline, which was substantially damaged during high water levels of June 2014, reduced soil loss by 268 tons and reduce phosphorous 228 lbs. as estimated by the Board of Water and Soil Resources Pollutant Load Estimator. Incorporating bio-engineering approaches which include native vegetation serve multiple functions: decreasing erosion during flood events, reducing shoreline damage during spring ice flow, maintaining native habitat along the river flyway, and reducing the establishment of terrestrial invasive species.

Subwatershed Implementation Program

Lake St. Croix Direct South

In 2016 the MSCWMO allocated funds from the general budget and received funding from the Metropolitan Conservation Districts to conduct a subwatershed analysis of the southern portions fo

the MSCWMO that directly discharge to Lake St. Croix. Work completed to date includes ArcSWAT drainage analysis based on new LiDAR data, collection of updated drainage data from MnDOT and municipalities, and field identification of culverts. In 2017, WinSLAMM pollutant loading models will be developed and potential BMPs will be located. The final report will include locations and cost/benefit evaluation of potential stormwater practices to reduce nutrients discharging to Lake St. Croix.

Lake St. Croix Direct North

The MSCWMO received a 2015 Board of Water and Resources Clean Water Fund grant to install stormwater treatment features as prioritized in the 2014 Lake St. Croix Direct Discharge Subwatershed Analysis. The MSCWMO coordinated with the City of Oak Park Heights to install the first phase of the project, seven curb cut bioretention cells, in 2016. Additionally, the MSCWMO completed the design of a large bioretention basin with iron enhanced sand filters at the Stillwater Junior High School. The final design infiltrates and filtrates stormwater from a 10.75 acre watershed prior to discharging directly to Lake St. Croix.

Additionally, the MSCWMO received a 2016 Board of Water and Soil Resources Clean Water Fund grant to install phase II of the prioritized stormwater retrofit projects identified in the 2014 Subwatershed Analysis. Currently two large curb cut bioretention basins have been designed and will be installed in 2017.

Lily Lake, Stillwater

In 2013 the MSCWMO received funding from the BWSR's Clean Water Legacy Program to fund the third phase of project implementation within the Lily Lake Subwatershed. In 2016 design was completed for a large gully stabilization project on Brick Pond. The project will stabilize the gully by diverting 6 acres of drainage into a large filtration basin and routing high flows to the City of Stillwater storm sewer system. The project will be bid and installed in 2017.

Lake McKusick, Stillwater:

In 2016 the MSCWMO provided review and installation quality control inspections for the installation of two biofiltration basins in conjunction with the reconstruction of County Road 12, which drains to Lake McKusick.

Perro Creek:

In 2016 the MSCWMO provided review and installation quality control inspections for the installation of a bioretention basin in conjunction with the redevelopment of the City of Bayport Parking Lot. The parking lot area drains to Perro Creek and was identified in the 2013 Perro Creek Subwatershed analysis. Implementation of retrofit BMPs identified in the subwatershed analysis is planned for 2018.

Best Management Practices Program

The MSCWMO continued to promote its Best Management Practices Program during 2016. A total of \$45,359 was designated in the 2016 budget for both cost-share and technical assistance for residents and communities within the MSCWMO. These projects were awarded funding in 2016:

The following is a list of completed projects and a brief description of the project:

St. Croix Prep Academy Native Prairie Restoration (TP: 2.4): A 6 acre native prairie restoration in the Perro Pond subwatershed catchment. The prairie was hand seeded by 1,100 students.

Manley Raingarden, Lake St. Croix Beach (TP: 0.7; TN: 2.2; TSS: 272): A 500 square foot bioretention basin that infiltrates stormwater from two acres of street drainage from a medium density residential neighborhood, prior to discharging directly to Lake St. Croix.

2017 WORKPLAN

Best Management Practices Program

The MSCWMO will continue to promote its Best Management Practices Program in 2017. A total of \$45,359 of the 2017 budget has been dedicated to both cost-share and technical assistance. The MSCWMO will continue to work to engage landowners in the Lily Lake, McKusick Lake and Stillwater direct discharge subwatersheds. The MSCWMO will continue to look for opportunities to collaborate with multiple landowners and communities to leverage additional funding and complete larger projects as part of its Best Management Practices Program. For 2017, the board is reviewing and considering revisions to its cost share programs.

Water Monitoring

The MSCWMO will continue water quality condition monitoring program for Lily and McKusick Lakes. The MSCWMO has hired the Washington Conservation District to complete condition monitoring activities on McKusick Lake and Lily Lake. The MSCWMO will implement a second year of outfall monitoring on Perro Creek and Perro Pond in 2017. The monitoring results from two years outfall monitoring will be summarized in a final report that will be used to initiate a Lily Lake Subwatershed Analysis update in 2017. The targeted outfall monitoring is enabling the MSCWMO to better target sources of phosphorous loads and more effectively implement management strategies and practices to address those sources.

Public Education and Outreach Programs

The MSCWMO will continue to participate in the East Metro Water Resource Education Program. The activities and programs offered through this partnership will help MSCWMO meet its goals for education and outreach.

Comprehensive and Local Water Management Plan Assistance

The MSCWMO will continue to offer assistance to its member communities to update comprehensive plan and will review draft plan updates for consistency with the MSCWMO 2015 Watershed Management Plan.

Erosion and Sediment Control and Stormwater Management Ordinance Updates

The MSCWMO will continue to assist its member communities to update local controls to incorporate MSCWMO performance standards. All updates are anticipated to be complete by the end of 2017.

Development Plan Reviews and Erosion Monitoring Program; MSCWMO Policies and Performance Standards

The MSCWMO will continue to review qualifying projects for consistency with the 2016 Watershed Management plan, and will continue to coordinate its review process with its member communities. Staff will also continue to monitor current and past projects to ensure stormwater management features are functioning as planned. The MSCWMO will promote trainings and events that will improve performance on future projects.

Urban Subwatershed Assessments and Implementation

The MSCWMO will work with the City of Stillwater to implement the recommendations of the 2010 Lily Lake Subwatershed Assessments. In 2013 the MSCWMO received funding from the BWSR's Clean Water Legacy Program to fund the third phase of project implementation within the Lily Lake Subwatershed. Final project design and installation is planned for 2016.

An assessment of the Perro Creek/Perro Pond subwatershed was completed in 2013. This assessment prioritized stormwater runoff pollutant reduction practices mostly for the community of Bayport. In 2016 the MSCWMO will be conducting targeted monitoring to more effectively target the implementation recommendations of the report. The MSCWMO will also work collaboratively with the City of Bayport to identify water quality retrofit opportunities during the development of a long-term drainage improvement plan.

In 2014 the MSCWMO completed Lake St. Croix Direct Discharge Subwatershed Analysis. The analysis prioritized projects in the catchments of Oak Park Heights, Stillwater and Bayport that drain directly to Lake St. Croix without treatment. In 2016 the MSCWMO will continue to work collaboratively with its member communities to identify, design and install water quality retrofit projects identified in the Subwatershed Analysis.

City of Lake St. Croix Beach Stabilization and Buffer Project

In 2016 the City of Lake St. Croix Beach received funding to repair flood damage done to 400' of shoreline along Lake St. Croix. Working in partnership with the MSCWMO the City received grant funding from the St. Croix River Association to fund a green infrastructure solution to stabilize the shoreline. City Engineering designed and installed soil filled rip-rap along the shoreline in the fall of 2016. In 2016 the MSCWMO will assist the city to establish native perennial vegetation and monitor the effectiveness of the Stabilization and Buffer Project.

Website Update and Maintenance

The MSCWMO continues to update and maintain its website.



MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Mikael Isensee, Administrator
DATE: February 9, 2017

6b) 2014 Clean Water Fund Grant Project- Greeley Gully Stabilization Project

Background

Drainage improvement projects in the 1970's and 1980's directed hundreds of acres of urban stormwater runoff to Lily Lake. Currently, Lily Lake does not meet State water quality standards due to excess phosphorous which impacts its aquatic recreation use. Subsequently, in 2002 it was included on the State's Impaired Waters List or 303d list. The 2007 Lake Management Plan for Lily Lake identifies 145 lbs. of phosphorous reduction is required to achieve the State water quality standard. The Minnesota Pollution Control Agency lists a 2021 start date for a Total Maximum Daily Load study (TMDL). The collective goal identified in the MSCWMO Watershed Management Plan is to direct resources to complete the required phosphorous load reductions to Lily Lake prior to the State requiring the TMDL study. This could save the residents of the City \$50,000 to \$100,000 for a TMDL study.

Improving Water Quality and Phosphorous Load Reductions to Lily Lake

Since 2007, the MSCWMO and City of Stillwater have successfully secured \$396,000 of Clean Water Fund grant funding and collaboratively installed 36 projects in the Lily Lake watershed, including two other gully stabilization projects, for a total reduction of 59.3 lbs. of phosphorous per year. In 2015 the long-term water quality trend of Lily Lake showed signs of improvement for the first time since monitoring began in 1985. Modeling indicates stabilizing the Greeley Gully will reduce phosphorous discharging to Brick Pond by 40.6 pound per year, bringing the total load reductions to Lily Lake to 99.9 lbs. per year.

Grant Funding

In 2014 the MSCWMO was awarded a \$109,000 Clean Water Fund Grant to continue to install water quality improvement projects in the Lily Lake watershed. The MSCWMO committed to \$10,000 match funding for the grant, with the remaining balance of the match coming from the City of Stillwater. In 2015 the City of Stillwater and MSCWMO agreed the stabilization of the Greeley Gully was the highest priority project in the Lily Lake Watershed. Project concepts, survey, design, and legal agreements have been in process since 2015, leading to the final design completed February 2107. The grant expires on December 31, 2017.

The Project

To stop the Greeley Gully erosion the goal of the project was to divert all stormwater runoff away from the gully. To achieve this, Stillwater Area Public Schools have voluntarily agreed to place a diversion berm and stormwater infiltration basin on their property at 1875 Greeley Street S. The basin, when full, will overflow to a new pipe which will convey stormwater to the existing City stormwater system. The soil excavated to construct the infiltration basin will be used partially refill

the gully. The MSCWMO and Washington Conservation District have designed the project in partnership with both the City of Stillwater Public Works and Stillwater Area Public Schools Facilities Management.

Agreements

To complete this project, a number of agreements are required. All agreements have been drafted by the MSCWMO attorney. The adjacent landowners have signed construction easements to allow temporary construction and restoration to occur on their properties.

The City of Stillwater and Stillwater Area Public Schools have agreed to enter into an agreement with the MSCWMO and have agreed to the following division of responsibilities:

1. School District agrees to place the diversion berm and infiltration basin on their property.
2. School District will provide construction administration (quotes, contracts, and payments).
3. MSCWMO will provide construction quality control, installation of plants (utilizing Minnesota Conservation Corps), and first two years maintenance of the project, which is standard for all MSCWMO grant projects.
4. MSCWMO will retain records of a volume control credit of 1,744 cubic feet for new or redevelopment on the School District property for 15 years.
5. The MSCWMO will reimburse the School District for project installation costs (from the grant) for a total not to exceed \$69,000.00.
6. City agrees to the installation of the stormwater pipe across Anez Park and connection to existing City stormwater system.
7. City will provide maintenance for years 3-15.
8. City will reimburse the School District for project installation costs for a total not to exceed \$30,000.00.

Greeley Gully Cooperative Agreement

Motion by Board Member 1, seconded by Board Member 2, to enter into the cooperative agreement with the City of Stillwater and Stillwater Area Public Schools for the Greeley Gully Stabilization Project.

COOPERATIVE AGREEMENT
1875 GREELEY STREET SOUTH DRAINAGE IMPROVEMENT PROJECT

This Cooperative Agreement (“Agreement”) is made as of the ___ day of February, 2017, by and among the Middle St. Croix Watershed Management Organization, a joint powers watershed management organization (“WMO”), the Stillwater Area Public Schools, a Minnesota independent school district (“District”), and the City of Stillwater, a Minnesota municipal corporation (“City”). The WMO, District, and the City may hereinafter be referred to individually as a “party” or collectively as the “parties.”

1. Background.

- 1.1 The parties wish to undertake a cooperative stormwater project on District property that contains the Stillwater Public Schools Administrative Building and is located at 1875 Greeley Street South, Stillwater, MN 55082 (“School Property”).
- 1.2 This cooperative stormwater project involves the construction of a berm and biofiltration basin on the School Property, and a new storm sewer pipe that runs from the basin east across the City’s Anez Ridge Park (“Park Property”) and connects to the City’s existing storm sewer system (collectively, the “Project”). The berm, biofiltration basin, and new storm sewer pipe to be constructed or places as part of the Project are hereinafter collectively referred to as the “Stormwater Management Facilities.” The berm will serve to divert stormwater from flowing from the School Property onto the neighboring property and into an active gully that runs to Lily Lake. As a result of the Project, stormwater will be diverted from running into the lake, treated in the biofiltration basin, and managed as part of the City’s existing storm sewer system.
- 1.3 The purpose of the Project is to reduce sediment and phosphorous discharge to Lily Lake and will result in the District, or a future owner of the School Property, being awarded credit for volume control of 1,744 cubic feet (“Credit”) that can be applied toward new construction, redevelopment, or the expansion of an existing building on the School Property. The WMO is responsible for maintaining a record of the Credit and applying it to future projects as is appropriate.
- 1.4 The District will let the contract to construct the Project, and the WMO and the City will reimburse the Project costs, which are estimated to be \$99,000, as provided in this Agreement.

2. Design, Contracting, Construction, and Maintenance.

The parties agree they shall have the following duties with respect to the Project and maintenance of the Stormwater Management Facilities.

- 2.1 The WMO shall be responsible for each of the following: preparing this Agreement; preparing the designs, plans, and specifications for the construction of the Stormwater Management Facilities; installing and establishing vegetation on areas disturbed by the

construction of the Project; maintaining the Stormwater Management Facilities for two years from the completion of construction; and conducting annual inspections of the Stormwater Facilities as part of the Project. The WMO shall be responsible for reimbursing a portion of the costs to construct the Project as provided later in this Agreement.

2.2 The District shall be responsible for contracting to construct the Project in accordance with the designs, plans, and specifications prepared by the WMO. The District's duties include, but are not limited to, soliciting bids, awarding the contract, administering the contract, inspecting the work, and ensuring any warranty work to be performed by the contractor is completed. The District will not issue any change orders related to the construction of the Stormwater Management Facilities without prior consultation with the WMO. The District shall develop and maintain all financial records regarding the construction of the Project as may be needed to prepare and submit reimbursement request and to satisfy any grant requirements that may apply to the funds being expended for the Project.

2.3 The City shall be responsible for removing accumulated solids from the pretreatment cell of the basin every four years and repairing minor erosion issues related to the Stormwater Management Facilities for a term of 15 years, or until such time that the District utilizes any portion of its Credit, whichever occurs first. Once District uses any portion of the Credit, the District shall become responsible for maintaining, cleaning, repairing and replacing the Stormwater Management Facilities. The City shall be responsible for reimbursing a portion of the costs to construct the Project as provided later in this Agreement.

2.4 The WMO and the City agree to allow the basin stormwater volume and phosphorous reduction to be used by the District, or future property owner, until December 31, 2032 as credit toward future construction on the School Property.

2.5 The District agrees to utilize typical practices, such as parking lot sweeping and maintenance of the existing stormwater basin located at the eastern end of the parking lot, to minimize the discharge of solids such as sand and soil to the basin.

3. Payment.

The WMO and City agree to reimburse the District for the actual costs it incurs to construct the Project as provided in this section. The District shall submit receipts or other proof of payment with each reimbursement request. Each reimbursement request submitted to the WMO or the City shall identify the specific portion of the Project to which the costs relate.

3.1 The WMO agrees to reimburse the District in an amount not to exceed \$69,000.00 for the costs actually incurred by the District to construct the Project.

3.2 The City agrees to reimburse the District in an amount not to exceed \$30,000.00 for the costs actually incurred by the District to construct the Project.

3.3 Only those costs directly related to the construction of the Project are eligible for reimbursement. No reimbursement shall be made for District staff costs or expenses.

3.4 The reimbursement payments to the District by the WMO and the City shall be applied equally to the initial costs of the Project until the maximum contribution by the City is reached, then the WMO shall continue its reimbursement payments until the its maximum contribution is reached. The District shall be responsible for all other costs to construct the Project, including any costs that exceed the total maximum amounts of the reimbursements by the WMO and the City.

4. Access.

4.1 The City hereby grants the District, its employees, agents, and contractors a license to access the Park Property as needed to allow the District to install the storm sewer pipe as part of the Project, and to maintain the storm sewer inlet structure and pipe free of blockage on the School Property once the District assumes that responsibility. This license shall be ongoing as long as the District is responsible for maintaining the storm sewer pipe located on the Park Property.

4.2 The District hereby grants the City, its employees, agents, and contractors a license to access the School Property as needed to allow the City to maintain the Stormwater Management Facilities as provided in this Agreement. This license shall terminate once the District uses its Credit and the City is no longer responsible for maintenance of the Stormwater Management Facilities.

4.3 The District, with respect to the School Property, and the City, with respect to the Park Property, hereby grant the WMO, its employees, agents, and contractors a license to access their respective properties to allow the WMO to conduct such inspections, take such measurements, and to undertake such other activities as may be needed to perform its duties under this Agreement, including access for the life of the Stormwater Management Facilities for the purpose of monitoring water quality and quantity, and the Projects efficacy.

4.4 Any party doing work pursuant to a license granted under this section shall be responsible for restoring the property to at least the same condition it was in prior to performing the work and for not unreasonably interfering with the use of the property being accessed.

5. Miscellaneous.

5.1 Term. This Agreement shall be effective as of the date first written above and shall remain on-going until stormwater is no longer managed through the Stormwater Management Facilities constructed as part of this Agreement.

5.2 Disputes. The parties will attempt in good faith to resolve any controversy or claim arising out of or related to this Agreement by negotiation. If negotiation is not successful,

any party may request that the matter be mediated using a mediator acceptable to all parties, the expense of which will be shared equally. If the matter has not been resolved within 60 days of the first written notice of the dispute, or if any party refuses to participate in mediation, a party may seek appropriate relief in a court of competent jurisdiction.

5.3 Amendments. Any amendments to this Agreement must be in writing and signed by all of the parties. This Agreement replaces any prior discussion or understandings of the parties regarding the Project.

5.4 Notices. Any notices under this Agreement shall be given to the following people, unless either party gives written notice to the other that the person designated to receive notice has been changed:

WMO: Mikael Isensee, Administrator
455 Hayward Avenue
Oakdale, MN 55128
(651) 330-8220, ext. 22
misensee@mnwcd.org

DISTRICT: Kristen Hoheisel, Executive Director of Finance and Operations
1875 South Greeley Street
Stillwater, MN 55082
651-351-8321
hoheiselk@stillwaterschools.org

CITY: Shawn Sanders, Director of Public Works
1250 West Broadway Avenue
Minneapolis, MN 55411
(651) 430-8835
ssanders@ci.stillwater.mn.us

5.5 Liability. Each party shall be liable for the acts and omissions of itself and its officers and employees to the extent authorized by law. No party is accepting liability for any other party. Nothing herein shall be deemed a waiver by either party of any applicable exclusions from or limits on liability including, without limitation, Minnesota Statutes, Chapter 466. The liability limits under Minnesota Statutes, section 466.04 applicable to the parties shall not be added together for determining total liability and they shall instead be treated as a single governmental unit as provided under Minnesota Statutes, section 471.59, subdivision 1a.

5.6 Compliance. Each of the parties shall be responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances in carrying out their respective duties under this Agreement.

IN WITNESS WHEREOF, the undersigned, as duly authorized representations of the parties, have entered into this Agreement effective as of the date first written above.

**MIDDLE ST. CROIX WATERSHED
MANAGEMENT ORGANIZATION**

STILLWATER PUBLIC SCHOOLS

By: _____

Its: _____

By: _____

Its: _____

Date: _____

By: *Kristen H. Hill*

Its: *Executive Director of Finance & Operations*

By: *Dennis Pontelli*

Its: *Superintendent*

Date: *1-31-17*

CITY OF STILLWATER

By: _____

Its: _____

By: _____

Its: _____

Date: _____

**CONTRACT BETWEEN
MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION and
[CONTRACTOR]**

1875 Greeley and Anez Ridge Park Tree Removal

This contract is entered into by the Middle St. Croix Watershed Management Organization, a public body with powers set forth in Minnesota Statutes chapters 103B and 103D (MSCWMO), and _____, a private Minnesota corporation (CONTRACTOR). In consideration of the terms and conditions set forth herein, including mutual consideration, the sufficiency of which is hereby acknowledged, MSCWMO and CONTRACTOR agree as follows:

1. Scope of Work

CONTRACTOR will remove The Work will be completed in accordance with the Contract Documents, which consist of the following,:

Change orders;

Notice to proceed;

This contract;

Addendums;

CONTRACTOR's completed quote form; and

Exhibit A - Plans titled "MSCWMO 1875 Greeley and Anez Ridge Park Tree Removal" (1 sheet, March 7, 2016); Division II and Division III sections of the 2005 MNDOT Specifications Manual (available at <http://www.dot.state.mn.us/pre-letting/spec/>).

In the event of apparent conflict between terms in Contract Documents, interpretive priority will be given to the first-listed document above. Exhibit A is incorporated into this contract and its terms, conditions and schedules are binding on CONTRACTOR as a term hereof. CONTRACTOR will furnish all materials, machinery, equipment, tools, labor and expertise needed to complete the Work. MSCWMO, at its discretion, in writing may at any time suspend work or amend the contract to delete any task or portion thereof. Authorized work by CONTRACTOR on a task deleted or modified by MSCWMO will be compensated in accordance with the terms of this contract generally and paragraph 5 specifically.

2. Independent Contractor

CONTRACTOR is an independent contractor. CONTRACTOR will select the means, method and manner of performing the Work. Nothing herein constitutes CONTRACTOR as the agent, representative or employee of MSCWMO in any respect. Personnel performing the Work on behalf of CONTRACTOR will not be

considered employees of MSCWMO and will not be entitled to any compensation, rights or benefits of any kind from MSCWMO.

3. Subcontract and Assignment

CONTRACTOR may not assign, subcontract or transfer any obligation or interest in this contract or any of the Work without the written consent of MSCWMO and pursuant to any conditions included in that consent. MSCWMO consent to any subcontracting does not relieve CONTRACTOR of its responsibility to MSCWMO to perform the Work or any part thereof, nor in any respect affect its warranty, insurance, indemnification, duty to defend or agreement to hold harmless with respect to the Work.

4. Warranty and Indemnification

CONTRACTOR warrants that it will perform the Work in a proper, workmanlike and good quality manner and that all materials and labor will be in strict conformity in every respect with the Contract Documents. CONTRACTOR warrants the completed Work the date MSCWMO determines the Work to be complete. CONTRACTOR warrants that it has examined the site to the extent necessary to agree to the price of the Work and accepts any increased cost resulting from changes to the Work in response to site conditions that were foreseeable.

CONTRACTOR will defend, indemnify and hold harmless MSCWMO, its officers, board members, employees and agents from : (a) CONTRACTOR's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by CONTRACTOR to MSCWMO. For any claim subject to indemnification under this paragraph by an employee of CONSULTANT or a subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or a subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

MSCWMO will indemnify, defend and hold harmless CONTRACTOR, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by MSCWMO that is the basis for MSCWMO's liability in law or equity.

5. Compensation

MSCWMO will compensate the CONTRACTOR on a progress payments basis for completed work. Invoices will be submitted monthly for work performed during the preceding month. MSCWMO will pay for undisputed work within 40 days of receipt of invoice. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of MSCWMO administrator. In accordance with

Minnesota Statutes section 471.425, subdivision 4a, CONTRACTOR will pay any subcontractor within 10 days of CONTRACTOR's receipt of payment from MSCWMO for undisputed services provided by the subcontractor. CONTRACTOR will pay interest of 1½ percent per month or any part of a month to a subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, CONTRACTOR will pay the actual penalty due to the subcontractor.

Total compensation due under this contract will not exceed \$X. "Total compensation" means all sums to be paid whatsoever, including but not limited to mobilization, incidental, administrative and overhead costs, subcontract costs and reimbursement of direct costs, whether specified in this contract or subsequently authorized by MSCWMO administrator.

5.1 CONTRACTOR will maintain all records pertaining to fees or costs incurred in connection with the Work for six years from the date of completion of the Work. Any authorized MSCWMO representative or representative of the Minnesota State Auditor will have access to and the right to examine, audit or copy any such records during normal business hours.

6. Compliance with Laws; Site Control

CONTRACTOR will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Work. CONTRACTOR will procure all licenses, permits and other rights and approvals required for the Work, except that MSCWMO has procured the rights necessary to access and use the sites of the Work. CONTRACTOR will comply with all relevant provisions of the cooperative agreements among the City of Stillwater and the owners of the sites of the Work, attached hereto as Attachment 1, and with all local requirements as to traffic, staging, site ingress and egress, work hours and site maintenance.

CONTRACTOR is responsible for site conditions relating to worker and public safety, cleanliness and environmental protection and in all other respects. CONTRACTOR will report to Gopher State One Call before any excavation in accordance with Minnesota Statutes chapter 216 as may be applicable to the Work and is responsible to identify and protect all structures and utilities, whether above or below ground, and for any damage or injury resulting from the failure to do so. CONTRACTOR will not injure or destroy any shrub or tree on site except as agreed to by MSCWMO in writing.

In its performance of the Work, CONTRACTOR will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex,

disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

7. Termination; Continuation of Obligations

This contract is in force until **DATE**, unless earlier terminated as set forth herein. MSCWMO may suspend or terminate this contract with or without cause by a written termination notice stating specifically what prior authorized or additional Work it requires CONTRACTOR to complete. If the contract is suspended or terminated for convenience, CONTRACTOR will be compensated for all authorized work completed, including reasonable costs for actions directed by MSCWMO to stabilize the site of the Work. If suspension or termination is for cause, CONTRACTOR will stabilize all disturbed work sites before vacating, without extra compensation. CONTRACTOR will be given a reasonable opportunity to cure before termination for cause.

It is understood and agreed that insurance obligations; warranties and obligations to defend, indemnify and hold harmless; and document-retention requirements survive the completion of the Work and the term of this contract.

8. Waiver

MSCWMO's failure to insist on CONTRACTOR's strict performance of any obligation, condition or provision of this contract, or to exercise any option, remedy or right herein, will not waive its rights in the future to do so. The waiver of either party on one or more occasion of any provision or obligation of this contract will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term herein, the contract creates no rights in any third party, and MSCWMO waives no tort defense, immunity or liability limit with respect to CONTRACTOR or any third party.

9. Insurance

At all times during the term of this contract, CONTRACTOR will have and keep in force the following insurance coverages:

- A. General liability: \$1.5 million each occurrence and aggregate, covering completed operations and contractual liability on an occurrence basis.

- B. Automobile liability: combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis, \$1.5 million.
- C. Workers' compensation: in accordance with legal requirements applicable to CONTRACTOR.

CONTRACTOR will not commence work until it has filed with MSCWMO a certificate of insurance clearly evidencing the required coverage and naming MSCWMO as an additional insured with primary coverage for general liability on a noncontributory basis, along with a copy of the additional-insured endorsement. The certificate will name MSCWMO as a holder and will state that MSCWMO will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as CONTRACTOR.

10. Records

All documents and information obtained or generated by CONTRACTOR or a subcontractor in performing the Work, including hard and electronic copy, software, and in any other forms in which the materials are contained, documented or memorialized, are the property of MSCWMO.

MSCWMO may immediately inspect, copy or take possession of any such materials on written request to CONTRACTOR. CONTRACTOR may maintain a copy of any such materials at its expense.

Any document or information supplied to CONTRACTOR by MSCWMO or deriving from MSCWMO is given and accepted without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. Absent MSCWMO written approval, CONTRACTOR will not use any such document or information other than for performance of the Work. CONTRACTOR will not disclose to any third party proprietary material so denominated by MSCWMO.

11. Data Practices; Confidentiality

If CONTRACTOR receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) CONTRACTOR possesses or has created as a result of this contract, CONTRACTOR will inform MSCWMO immediately and transmit a copy of the request. If the request is addressed to MSCWMO, CONTRACTOR will not provide any information or documents, but will direct the inquiry to MSCWMO. If the request is addressed to CONTRACTOR, CONTRACTOR will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with MSCWMO and its legal counsel before replying. Nothing in the preceding sentence supersedes

CONTRACTOR's obligations under this contract with respect to protection of MSCWMO data, property rights in data or confidentiality. Nothing in this section constitutes a determination that CONTRACTOR is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

CONTRACTOR agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by MSCWMO and so denominated by MSCWMO. CONTRACTOR will not use any such materials for any purpose other than performance of the Work without MSCWMO written consent. This restriction does not apply to materials already possessed by CONTRACTOR or that CONTRACTOR received on a non-confidential basis from MSCWMO or another party.

12. MSCWMO Property

All property furnished to or for the use of CONTRACTOR or a subcontractor by MSCWMO and not fully used in the performance of the Work, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, will remain the property of MSCWMO and returned to MSCWMO at the conclusion of the performance of the Work, or sooner if requested by MSCWMO. CONTRACTOR further agrees that any proprietary materials are the exclusive property of MSCWMO and will assert no right, title or interest in the materials. CONTRACTOR will not disseminate, transfer or dispose of any proprietary materials to any other person or entity unless specifically authorized in writing by MSCWMO. Any property including but not limited to materials supplied to CONTRACTOR by MSCWMO or deriving from MSCWMO is supplied to and accepted by CONTRACTOR as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, CONTRACTOR's warranty under paragraph 4, above, does not extend to materials provided to CONTRACTOR by MSCWMO or any portion of the Work that is inaccurate or incomplete as the result of CONTRACTOR's reliance on those materials.

13. Notices

Any written communication to MSCWMO required under this contract will be directed to:

Mikael Isensee
455 Hayward Avenue North
Oakdale, Minnesota 55128
651-330-8220 x22

Written communication to CONTRACTOR:

CONTRACTOR NAME
COMPANY
ADDRESS 1
ADDRESS 2
PHONE

14. Choice of Law, Venue and Jurisdiction

This contract will be construed under and governed by the laws of the State of Minnesota.

15. Completion of Work

The Work, except maintenance, must be certified by the CONTRACTOR as substantially complete for the purposes intended on or before **DATE**

16. Whole Contract

The entire contract between the parties is contained herein and this contract supersedes all oral contracts and negotiations relating to the subject matter hereof. MSCWMO may amend this contract by means of a proper work change directive clearly denominated as such. Any other amendment must be signed by both parties.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this contract.

[CONTRACTOR]

MIDDLE ST. CROIX WATERSHED
MANAGEMENT ORGANIZATION

By _____
Its _____

By _____
Its _____

State of: Minnesota
County of:

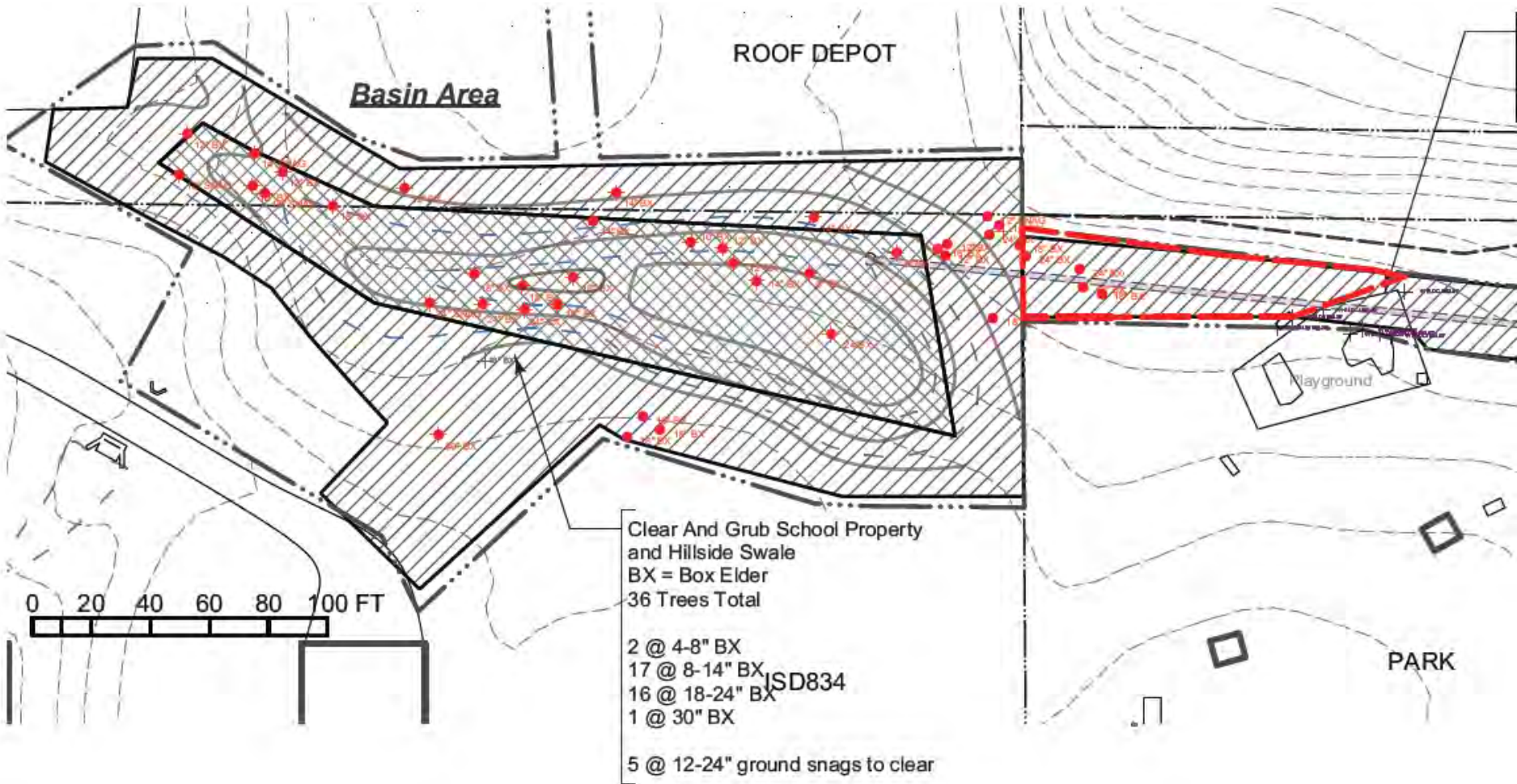
This instrument was acknowledged
before me on _____,
by _____ as
_____ of
[CONTRACTOR].

[Signature of notarial officer]

[Stamp]

**EXHIBIT A
PLANS AND DESIGNS**

**ATTACHMENT 1
COOPERATIVE AGREEMENTS**





MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Mikael Isensee, Administrator
DATE: February 9, 2017

6b) 2015 Clean Water Fund Grant Project- Stillwater Junior High School Bioretention Basin and Iron Enhanced Sand Filtration Basin

Background

The St. Croix River, its tributary streams and rivers, and Lake St. Croix are highly valued state and regional resources that provide exceptional recreational opportunities that are enjoyed by over 200,000 visitors each year. The St. Croix River and Lake St. Croix are also valued by the communities along the river for its quality recreational opportunities and economic benefits. However, over the years, eutrophication, or nutrient enrichment, has occurred in Lake St. Croix due to increasing amounts of phosphorus entering the lake from the watershed. The elevated level of phosphorus in Lake St. Croix results in algae blooms which diminish the enjoyment and use of the lake and impact its ecologic integrity.

The 2012 Lake St. Croix Total Maximum Daily Load (TMDL) Implementation Plan identified 1,521 pounds annual phosphorous load reduction for the Middle St. Croix Watershed (from the 1992 baseline) is needed to bring Lake St. Croix back to current State water quality standards. The study distributed anthropogenic runoff loads (identified in the Lake St. Croix TMDL) spatially based on land use.

In 2014 the MSCWMO and Washington Conservation District conducted an inventory and targeting study. The "Lake St. Croix Direct Discharge: Stormwater Retrofit Analysis" evaluated catchments directly discharging to the Lake St. Croix in Stillwater, Oak Park Heights and northern Bayport. Using WinSLAMM V 10.2 the analysis of the 1,852 acre subwatershed modelled pollutant loads from each catchment. Using these results, the study recommends the type and locations of stormwater practices to reduce phosphorous loads in each catchment.

Rather than completing further inventories or studies, the 2015 Clean Water Fund Grant provides the technical and financial assistance needed to move forward with practice design and installation.

2015 Clean Water Fund Grant

The 2015 Lake St. Croix Direct Phase I Clean Water Fund Grant addresses the nutrient impairment of Lake St. Croix through the installation of targeted stormwater treatment best management practices as prioritized in the 2014 Lake St. Croix Direct Discharge Stormwater Retrofit Assessment. The goal is to install practices to treat at least 8 acres of urban development to reduce pollutant loading to Lake St. Croix by at least 8.0 pounds phosphorous and 3,000 pounds TSS and 1.0 acre foot of stormwater per year.

In 2015 the MSCWMO was awarded a \$142,000 Clean Water Fund Grant to install water quality improvement projects in the Lake St. Croix Direct Watershed. The MSCWMO committed to

\$10,000 match funding for the grant. Stillwater Area Public Schools are committing in-kind time for project administration and contributing \$20,000 to the final project. In 2015 the City of Oak Park Heights and MSCWMO collaborated to install 8 bioretention basins. In 2016 MSCWMO utilized grant funds to design in filtration basin and bioretention basin in partnership with the Stillwater Area Public School District to design the proposed projects. Total remaining grant funds are \$97,072. The grant expires December 31, 2017.

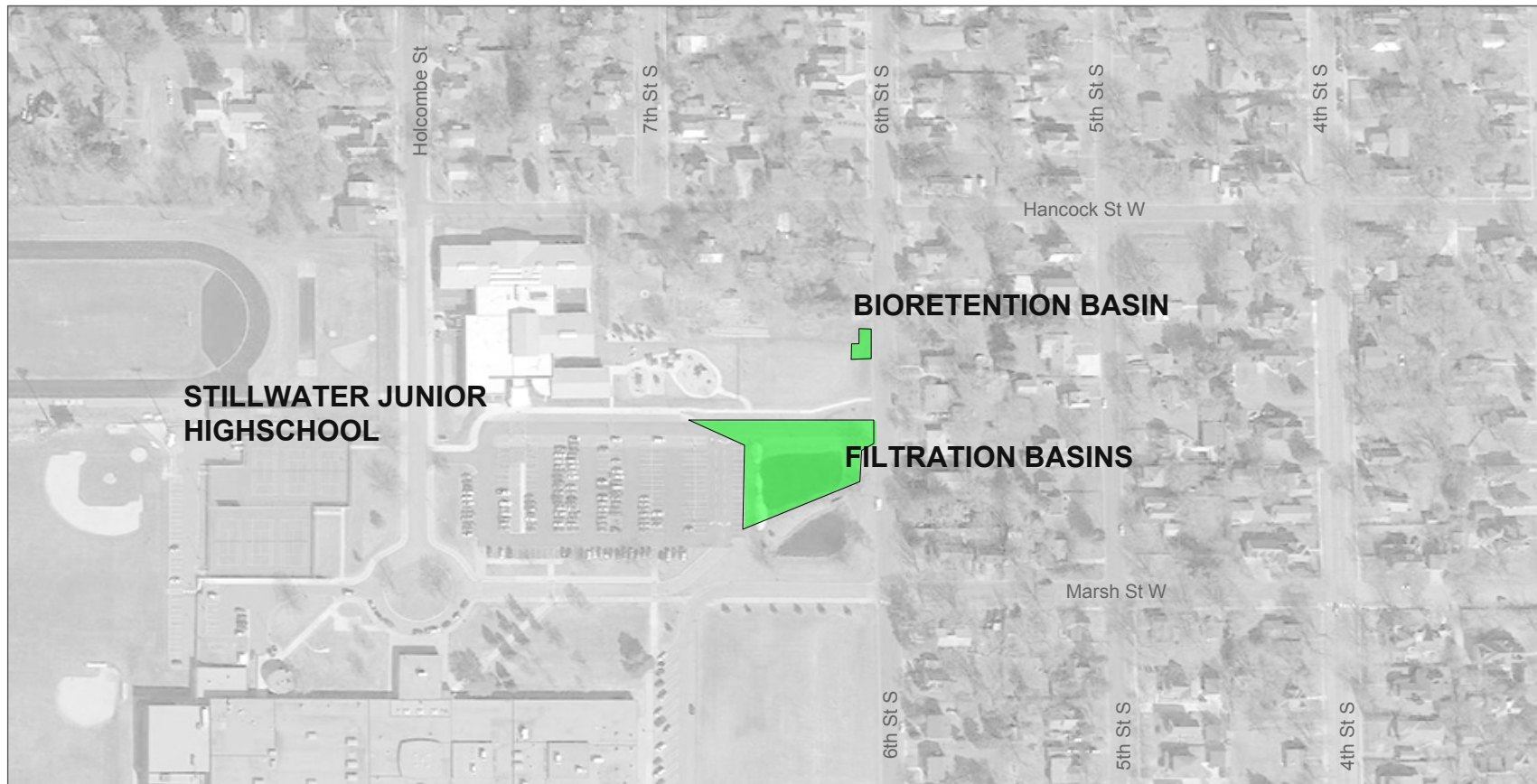
Proposed Stillwater Junior High Projects Description

The proposed filtration basin is located on Stillwater Public Area Schools property at the North East corner of the property at 523 Marshal Street West, Stillwater. The proposed and bioretention basin is located on 6th Street South at the North East corner of the same property. The proposed basin intercepts and treats 12.81 acres of urban runoff. Modeling indicates the proposed basin will reduce annual phosphorous discharges to Lake St. Croix by 15.10 lbs. per year.

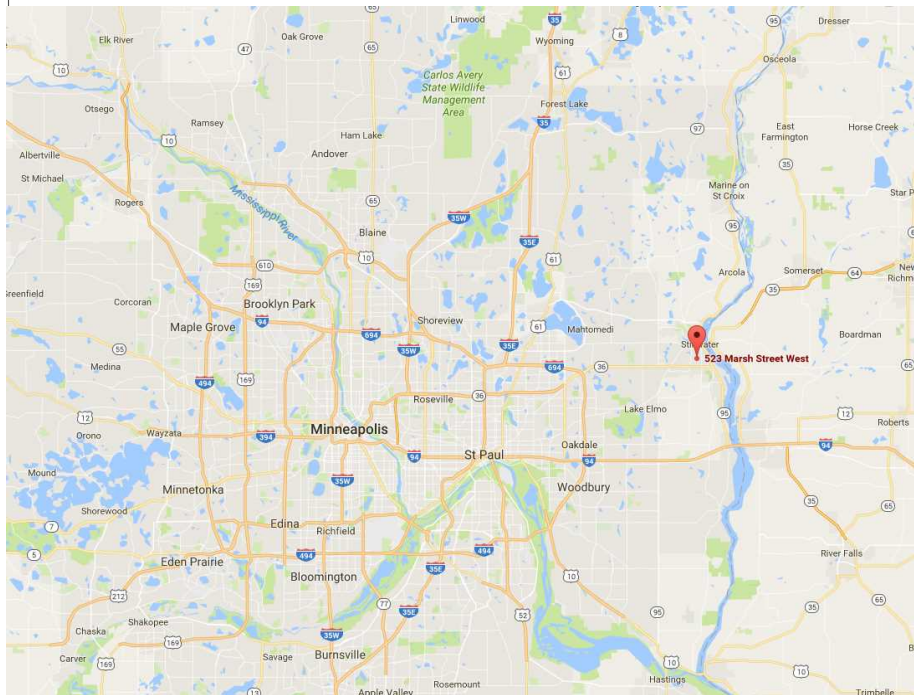
The proposed bioretention basin (raingarden) is located on Stillwater Public Area Schools property on 6th Street at the North East Corner of the property at 523 Marshal Street West, Stillwater. The proposed raingarden intercepts and treats 2.7 acres of urban runoff. Modeling indicates the proposed raingarden will reduce annual phosphorous by 1.8 lbs. per year.

Stillwater Junior High Filtration Basin and Bioretention Basin

Motion by Board Member 1, seconded by Board Member 2, to approve sending the proposed Stillwater Junior High Filtration Basin and Bioretention Basin out for quotes.



INSTALLATION LOCATIONS



PROJECT LOCATION

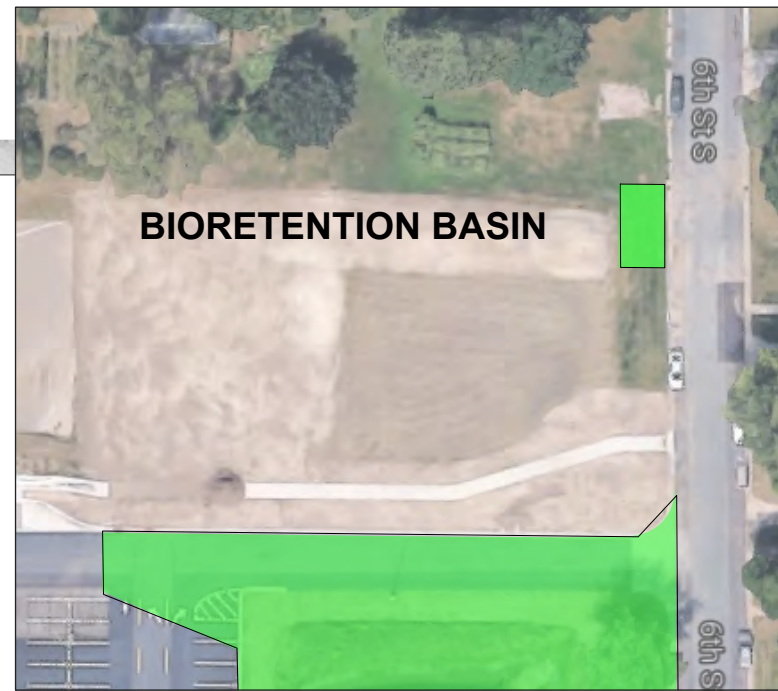


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16	Details - Erosion Control
17	Pipe Connection details
18	Flared Pipe End Detail
19	Level Spreader Section
20	ACD Turret Detail

Performance

TP: 25.44 lbs/yr
 TSS: 7464 lbs/yr
 Drainage Area: 10.2 Acres

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

James A. Landin DATE: 01/31/2017
 JAMES A. LANDIN REG. NO. 44638



Washington Conservation District
 WWW.MNWCD.ORG
 Fax: 651-330-7747
 Phone: 651-330-8220
 455 Hayward Ave, Oakdale, MN 55128

Project Title: Stillwater JR High Pond Retrofit
Document Type: Construction
Project Address: 523 Marsh St. W, Stillwater, MN 55082

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

James A. Landin DATE: 01/31/2017
 JAMES A. LANDIN REG. NO. 44638

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NONE



MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Mikael Isensee, Administrator
DATE: February 9, 2017

7 a) Engineered Supply Redevelopment, Bayport

On December 21st the MSCWMO received an application for the proposed redevelopment of an industrial property located within in the boundaries of the MSCWMO at 201 2nd Avenue South, Bayport. The proposed project will add two buildings and stormwater piping to the gravel parking lot.

Technical staff reviewed the submittals and requested additional information on December 21st.

Revised plans were submitted on January 27th. Review results were transmitted to the City of Bayport on February 3, 2017. The findings request revisions and resubmission. Review results are attached.

Information only.



MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Mikael Isensee, Administrator
DATE: February 9, 2017

7 b) Stensland Woods New Residential Development

On January 23, 2017 the MSCWMO received an application for new development located within in the boundaries of the MSCWMO on the South side of 8th Street West in West Lakeland Township. The proposed project consists of a three (3) lot residential subdivision with a township road extension, one (1) Wet pond, one (1) infiltration basin, and all associated utilities. The existing site is currently mostly woods with a gravel driveway.

Preliminary review findings were transmitted on January 26th, 2017. Revised plans were submitted on February 6th. Review results of the review revisions will be shared at the Board meeting.

Motion by Board Member 1, seconded by Board Member 2, to recommend approval with X conditions for the proposed Stensland Woods New Residential Development in West Lakeland Township

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 HAYWARD AVENUE, OAKDALE, MINNESOTA 55082
Phone 651.330.8220 x22 fax 651.330.7747 www.mscwmo.org



Administrator's Report- January 2017

Project Applications

- Engineered Supply, Bayport
- Stenslund Woods, West Lakeland

Inspections

- Stillwater Lake St. Croix Potential Shoreline Stabilization Project

Administration

- Year End Financials
- MIDS Grant Final Report
- Clean Water Fund Annual Grant Reporting
- 2016 MSCWMO Annual Report
- Audit Materials

Managing Existing Projects

St. Croix Watershed Improvement Grant

Description: \$40,000 grant from St. Croix River Association with a goal to monitor phosphorous discharge to target the location for future phosphorous reduction best management practices (2015-2017).

Activities This Month: Grant reporting. Monitoring summary report.

MIDS Community Ordinance Updates Grant

Description: \$127,000 grant to assist communities to update stormwater and erosion control ordinances (2014-2017). To date the communities of Lakeland, Lakeland Shores, Lake St. Croix Beach, Bayport, St. Mary's Point, West Lakeland Township, Baytown Township have adopted updated ordinances.

Activities This Month: Final grant reporting and final request for reimbursement.

Lake St. Croix Direct Discharge Grant

Description: \$142,000 grant for stormwater quality improvements in Oak Park Heights, Stillwater and Bayport (2014-2017).

Activities This Month: Final design and bid documents. Year-end grant reporting

Lily Lake Phase III Grant

Description: \$109,000 for stormwater quality improvements for areas discharging to Lily Lake (2014-2017)

Activities This Month: Final design, agreements and bid documents. Year-end grant reporting.

South Lake St. Croix Direct Discharge Subwatershed Analysis Grant

Description: \$10,000 grant to investigate and prioritize water quality improvement projects in the South MSCWMO (2016).

Activities This Month: None.

Lake St. Croix Direct Discharge Phase II

Description: \$151,000 grant for stormwater quality improvements in Oak Park Heights, Stillwater and Bayport (2015-2018).

Activities This Month: Year-end grant reporting.

Meetings

- North American Stormwater and Erosion and Sediment Control Conference- Presented Design, Installation, Operation and Maintenance of Iron Enhanced Sand Filters.