Regular Meeting of the Middle St. Croix Watershed Management Organization  
Bayport Public Library, Bayport, MN  
Thursday, October 11, 2018  
6:00PM

1. Call to Order – 6:00PM

2. Approval of Minutes  
   a. Draft minutes September 13, 2018  Page 1-4

3. Treasurer’s Report  
   a. Report of savings account, assets for October 11, 2018  
   b. Approve payment of bills for October 11, 2018  
   c. Budget Tracker Review

4. Public Comments

5. Old Business

6. New Business  
   a. Washington County Budget Presentation Materials  Page 5-11  
   d. Project Review Fees 2018 Summary

7. Grants  
   a. Quinn Native Bluff Stabilization Application, Lakeland  Page 26

8. Plan Reviews/Submittals  
   a. Beanies Marina-Lakeland


10. Adjourn
Regular Meeting of the Middle St. Croix Watershed Management Organization
Bayport Public Library, Bayport, MN
Thursday, September 13, 2018
6:00PM

Present: Brian Zeller, Lakeland Shores; Mike Runk, Oak Park Heights; Nancy Karras-Anderson, St. Mary’s Point; Tom McCarthy, Lake St. Croix Beach; Patrick McGann, Bayport; John Fellegy, Baytown Township; Lakeland; Doug Menikheim, Stillwater; Dan Kyllo, Cameron Blake, WCD; Administrator Mike Isensee.

Call to Order
The meeting was called to order at 6:00PM by Brian Zeller.

Approval of Minutes
A motion to approve the August 9th, 2018 minutes was made by John Fellegy, seconded by Nancy Karras-Anderson. Motion carried.

Treasurer’s Report
Report of savings account, assets for September 13, 2018
Approve payment of bills for September 13, 2018

The treasurer’s report was presented by Administrator Isensee. The remaining checking account balance is $201,655.15. First State Bank CDs are valued at $32,094.13. The ending balance in the RBC savings account is $48,870.12.

Bills to be approved this month are: Kennedy & Graven: $252.00; Landscape Alternatives: $159.45; Landscape Alternatives: $1,687.50; Landscape Alternatives: $2,319.30; Stillwater Area Public Schools: $73,463.00; Stillwater Area Public Schools: $92,388.05; Washington Conservation District (EMWREP): $6,812.56; Washington Conservation District (Water Monitoring): $552.64; Washington Conservation District (Administration- June): $975.00; Washington Conservation District (Technical Services- June): $2,926.50; Washington Conservation District (Administration-July): $3,426.78; Wenck: $1,373.40; Total: $186,336.10.

John Fellegy asked about the total bill this month and the total amount in the checking account. Mike Isensee explained that although there was discussion to move the CD’s into the savings account while closing out the grants, he wanted to wait to do that while contributions are coming in as it might not be necessary. Mike Runk moved to approve the treasurer’s report and bills, Nancy Karras-Anderson seconded, and the motion carried.

Brian Zeller asked for a budget tracker report. Mike Isensee reported that the admin budget was at 80% by September and was likely to exceed the budget by $6,000. He recommended transferring the remaining funds carried forward from last year’s budget to cover matching expenses for the Greeley Gully project. Mike Isensee also said he did not believe the admin budget should be increased for next year’s budget. Brain Zeller moved to transfer remaining Greeley Gully matching funds into the
2018 MSCWMO Administrative budget. John Fellegy seconded this motion, and the motion carried.

**Public Comment**
Mike Isensee reported citizen concerns submitted to the MSCWMO regarding Beanie’s Marina involving unpermitted and unapproved projects occurring. The DNR has been made aware of the land use issue and noted it is out of their jurisdiction as the projects are occurring above the OHW. Mike Isensee will meet with Jim Staton, City of Lakeland Staff, on Monday to evaluate proposed and completed projects to determine if new impervious surface has been added. Brian Zeller questioned the property is above the OHW and noted the property has been impervious surface and that he did not believe new impervious surface could be added.

**Lily Lake Final 45 Final Report**
John Fellegy motioned to approve the final Lily Lake Impaired Waters Delisting Report, Doug Menikheim seconded this motion, and the motion carried.

**711 Quixote Update**
Mike Isensee reported on the 711 Quixote project which potentially reconstructed impervious surface (MSCWMO performance standards are triggered by the addition of 500 square feet of new, or 6,000 square feet of redeveloped impervious surface). He reported he has recommended to the City the addition of trees of the lower portion of the bluff and woodland perennial vegetation on the upper bluff.

**Irrigation Controller Cost Share for 2019**
Brown’s Creek Watershed District is working in partnership with the Stillwater Water Board and the Carnelian Marine St. Croix Watershed District to implement an irrigation smart controller program to reduce irrigation water use in the City of Stillwater. They are requesting the MSCWMO Watershed Management Organization expand our cost share program to include cost share reimbursement for each controller purchased and installed by landowners within the watershed. Brian Zeller discussed the possibility of setting a cap for the possible reimbursement from the cost share program. Brian Zeller would like more information on the flexibility of reimbursement before making a decision because of the burden on the small budget of the MSCWMO. He stated the discounted rate is sufficient incentive for landowners and additional cost share is not necessary. John Fellegy agreed. Mike Isensee discussed setting aside $1,500 of the cost share budget for this for 2019. He stated he will bring the cost share program proposal back to a future board meeting when more details are developed.

**Final 2019 Budget**
The final budget proposes a decrease in the cost share budget by 5.4% and admin budget by a small amount to cover the increases in water monitoring and auditing cost.

**MSCWMO Grant Funding Overview**
Mike Isensee gave an overview of grant funding and an example of the progress of Clean Water Fund Grants in the MSCWMO.
**Manchu Tubergourd Invasive Species Control**
Mike Isensee gave an overview of the efforts made so far to address the new invasive species establishment discovered in Stillwater.

**Stillwater Country Club Potential Project**
The Lake St. Croix Direct Discharge Subwatershed Analysis identified a large area of Stillwater that is conveying stormwater directly to Lake St. Croix without treatment. This area, located on the south side of the Stillwater Country Club has many potential locations to reduce up to 9 pounds per year to Lake St. Croix. Administrator Isensee requested the board’s assistance reaching out and garnering input for the potential project.

**Greeley Gully Stabilization Final Payment**
The project is fully constructed and technical staff recommends reimbursement to Stillwater Schools for $73,463.00 based on a final payment voucher from Miller Excavating for $103,463.00. This project completes the expenditures and match for the 2014 Clean Water Fund Grant. Final reporting and reimbursements from the Board of Water and Soil Resources will be completed in November.

Doug Menikheim moved to approve final payment of $73,463.00 for the installation of the Greeley Gully stabilization project, Nancy Karras-Anderson seconded this motion, and the motion carried.

**Stillwater Junior High Iron Enhanced Sand Filter Final Payment**
Stillwater Schools is requesting reimbursement of $92,388.05 based on a final payment voucher from Miller Excavating for $108,965.00. MSCWMO staff have confirmed the project was constructed per plan and recommend reimbursement. This project completes the expenditures and match for the 2015 Clean Water Fund Grant. Final reporting and reimbursements from the Board of Water and Soil Resources will be completed in November.

Motion by John Fellegy, seconded by Brian Zeller, to approve payment of $92,388.05 to Stillwater Schools based on a final payment voucher from Miller Excavating for $108,965.00 for the construction of the Stillwater Junior High Schools biofiltration and iron enhanced sand filter basin.

**Clean Water Fund Grant Applications Update**
On August 31, 2018 the MSCWMO submitted two FY2019 Clean Water Fund Grants. The first is Completing Lily Lake Phosphorus Load Reductions: $1,296,500.00 grant to complete the watershed and in lake load reductions for Lily Lake (based on the finding of the Lily Lake Impaired Waters Deslisting Road Map. The grant requires $324,125 match and proposed to complete design, installation and in-lake treatment by 2021. The second is Lake St. Croix Small Communities Urban Phosphorous Reductions: $200,000 grant to implement practices identified in the Lake St. Croix Direct Discharge South Subwatershed Analysis. This grant is focused for MSCWMO communities located south of Bayport. The grant requires $50,000 match to complete designs and install projects by 2021.
Orchards at Cahanes Farms Update, Baytown Township
Mike Isensee reported that the review is continuing with the cost of review over budget and another round of revision to review. Brian Zeller moved to notify Baytown Township of additional expenses, Nancy Karras-Anderson seconded this motion, and the motion carried. John Fellegy noted to be sure to receive payment before spending additional time reviewing the Orchards.

Water Street Inn, Stillwater
Mike Isensee recommends approval on the Water Street Inn with one condition. Brian Zeller moved to approve the Water Street Inn project with one condition, Doug Menikheim seconded and the motion carried.

Meeting Adjoined
John Fellegy moved to adjourn the meeting at 7:13pm, Nancy Karras-Anderson seconded this motion, and the motion carried.
MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Mike Isensee, Administrator
DATE: October 8, 2018
RE: 6a) Washington County Budget Presentation Materials

On Tuesday morning, October 23rd, the Washington County Board of Commissioners will hold the Annual County Watersheds and Conservation District Budget presentations during the regularly scheduled county board meeting. The following financial and project summaries will be shared.

Information Only
Watershed District and Joint Powers Watershed Organization
Update and Budget Overview
Stephanie Souter, Senior Planner
October 23, 2018

Watershed Authority and Role

- Two types in the metro:
  - Watershed Districts authorized in Minn. Stat. 103D
  - Watershed management organization (WMO) Joint Powers Boards authorized in Minn. Stat 103B.201 to 255
- Watershed districts and WMOs purposes as defined in statute include (not limited to):
  - Control or alleviate floodwaters
  - Improve stream channels
  - Control or alleviate soil erosion
  - Regulate improvements by riparian property owners
  - Protect and enhance water quality
  - Provide for the protection of groundwater

Watershed Role

- Mandated to create watershed plans, and then implement plans over a 10 year cycle
- Watershed District (WD) managers are appointed by county board to 3 year terms
- Joint Powers Watershed Organizations managers appointed by participating local governments

Watershed budget process

- Budget is driven by Watershed Management Plan(s).
- Each WMO looks at projected activities required to meet their goals, strategies, and implementation plan, and plans their budget in accordance
- Budget levels fluctuate depending on grants, status of projects identified in watershed plan
- Interaction with local partners throughout the year
  - City-county partner meetings
- May-June: Staff preparation*
- July-August: Board discussions on proposed budgets
- August-September: Public hearings, adopt draft budget
- Final budget certified by December 15th

*Middle St Croix starts budget process earlier

Agenda

- Watershed Overview
- 2019 Watershed Budgets
- Watershed Highlights
- Collaborative Activities
- Water Consortium Activities

Seven Watershed Districts

- Brown’s Creek (BCWD)
- Carnelian Marine St Croix (CMSCWD)
- Comfort Lake-Forest Lake (CLFLWD)
- Ramsey-Washington Metro (RWMWD)
- Rice Creek (RCWD)
- South Washington (SWWD)
- Valley Branch (VBWD)

One Joint Powers Watershed Management Organization

- Middle St Croix (MSCWMO)
### Watershed activities

- Highlighted project from each watershed
- Partnerships and cooperative efforts
- Cost and associated grant funds
- Outcomes

### 2019 watershed budgets

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Brown's Creek WD</td>
<td>$1,474,216</td>
<td>$1,488,030</td>
<td>0.9%</td>
<td>$1,007,490</td>
<td>$1,102,630</td>
<td>9.4%</td>
</tr>
<tr>
<td>Carnelian-Marine-St. Croix WD</td>
<td>$706,689</td>
<td>$848,483</td>
<td>20.1%</td>
<td>$574,943</td>
<td>$590,000</td>
<td>2.6%</td>
</tr>
<tr>
<td>Comfort Lake-Forest Lake WD</td>
<td>$2,290,223</td>
<td>$2,593,593</td>
<td>13.2%</td>
<td>$1,200,000</td>
<td>$1,300,000</td>
<td>8.3%</td>
</tr>
<tr>
<td>Rice Creek WD</td>
<td>$7,555,051</td>
<td>$7,345,030</td>
<td>-2.8%</td>
<td>$4,383,000</td>
<td>$4,710,392</td>
<td>7.5%</td>
</tr>
<tr>
<td>South Washington WD</td>
<td>$1,249,830</td>
<td>$2,151,127</td>
<td>65.5%</td>
<td>$1,105,000</td>
<td>$1,978,067</td>
<td>79.0%</td>
</tr>
<tr>
<td>Joint Power Water Management Org</td>
<td>$353,070</td>
<td>$293,070</td>
<td>-17.0%</td>
<td>$133,070</td>
<td>$133,070</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

### Internal Services

- Internal Services accounts for an average of 7% of total budgets

---

**Brown’s Creek WD**

- **Brown’s Creek Riparian Restoration**
  - Partner: Millbrook Homeowners Association
  - **$87,400 total**
    - $70,760 Clean Water Fund Grant
    - $8,640 BCWD Levy
  - Project ordered Sept 2018, install likely 2019
  - Restore 2,400 feet of riparian shading to reduce thermal loading to Brown’s Creek, improving downstream cold water fishery and habitat.

**Comfort Lake-Forest Lake Watershed District**

- **Alum Treatments – Moody Lake & Shields Lake**
  - Partners: Chisago Lake Twp; Forest Hills Golf Club/City of FL
  - Budgets: $235,000; $175,000
  - Timeline: Spring, Fall 2019
  - Outcomes: Two lakes at the top of the watershed will go from impaired to meeting state standards and 2040 District goals. Combined phosphorus reduction >1,200 lb/yr

**Carnelian-Marine-St. Croix Watershed District**

- 197th St. Ravine
- CMSCWD/Scandia
- Construction $77,500, Total Cost $135,000
- Planning 2013, Bidding 2015, Completion 2016
- Annual Phosphorus Reduction 33 lbs and Sediment Reduction 8 tons

**Middle St. Croix WMO**

- Stillwater Middle School Iron Enhanced Sand Filter
- Stillwater Schools
- $123,000
- 2015-2018
- Outcomes
  - 15.1 lbs. Annual total phosphorus (TP) reduction
  - 9.6 Acre drainage area
Targeted Retrofit Projects: New Horizon Academy and House of Prayer Lutheran Church

- Partners: RWMWD, Washington County, Land owners, BWSR, Barr Engineering
- Budget: $78,760 – Watershed Based Clean Water Fund Washington County Grant and Watershed Match
- Timeline: Construction in Fall of 2018 with planting in the spring of 2019.
- Outcomes:
  - 1.00 acre-ft/year volume reduced
  - 1.10 lbs/year phosphorus reduction
  - 1.00 ton/year sediment reduction

Rice Creek Watershed District

- Partners: Benefitting property owners and the City of Hugo
- Budget- $1.2 million (engineer’s est. total project cost)
  - $660,000 included in the approved 2019 prelim budget
  - Balance of project cost anticipated to be included in 2020 budget
- Projected Timeline –
  - Construction proposed to begin in 2019 / 2020
  - Pre-construction
    - Public Meeting/Hearing (late 2018 – early 2019)
    - Board Order of Repair (anticipated 2019)
    - Plans and permitting (anticipated 2019)
- Outcomes:
  - AW JD3 is the only outlet system for the City of Hugo’s developing areas
  - This is part of a systematic effort by the RCWD to ensure predictable & long-term drainage, flood control, & stormwater management for Washington County.

South Washington Watershed District

Central Draw Overflow Phases III and IV – Ravine Lake Outlet and Conveyance Channel in Cottage Grove Ravine Park

- Partner: Washington County
- Budget: $1,860,115
- Timeline: April – December, 2017
- Outcome: 1 mile of stabilized channel, new Ravine Lake outlet – regional and park flood control, improved access, support future development, vegetation restoration

Valley Branch Watershed District

- Sunnybrook Lake

May 2018 County-Watershed Joint Meeting

- Over 60 attendees
- Representatives from all 8 watersheds, the county, Washington Conservation District
- Opportunity for informal conversations
- County will continue to work on county-watershed relationships in 2019

One Watershed One Plan

- Involves 15 local units of government, including several from Washington County
- Non-metro counties/SWCDs from Chisago, Pine, and Isanti
- 18 month process
- Still in early phases

8 of 28
Watershed-Based Funding

- New funding source from Board of Water and Soil Resources
- Pilot process in 2018
- County, WCD and watersheds met over several months to discuss funding allocation
- 2018 – equal split, ~$78,000 to each entity
- May change in future years per BWSR direction, and require further conversation among all entities.

Water Consortium Update

- Aquatic Invasive Species Updates
- Land cover and pollinator mapping
- Watershed Based Funding discussion
- University of Minnesota Turf grass Study
- Washington County Municipal Water Coalition, Efficiency Study
- Minnesota Technical Assistance Program – Carwash Study and City of Woodbury project

Water Consortium - tours

- St Croix Valley Wastewater Treatment Plant
- Minneapolis St Paul International Airport

Thank you!
## 2019 WMO Internal Services Summary

<table>
<thead>
<tr>
<th>Watershed Name</th>
<th>BCWD</th>
<th>CMSCWD</th>
<th>CLFLWD</th>
<th>MSCWMO</th>
<th>RWMWD</th>
<th>RCWD</th>
<th>SWWD</th>
<th>VBWD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Budget</td>
<td>$1,488,030</td>
<td>$848,483</td>
<td>$2,593,593</td>
<td>$133,070</td>
<td>$13,416,258</td>
<td>$7,345,030</td>
<td>$3,792,911</td>
<td>$2,151,127</td>
</tr>
<tr>
<td>Manager Compensation &amp; Expenses</td>
<td>$10,000</td>
<td>$11,000</td>
<td>$18,250</td>
<td>$0</td>
<td>$10,000</td>
<td>$19,500</td>
<td>$13,000</td>
<td>$17,000</td>
</tr>
<tr>
<td>Dues &amp; Publications</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$6,869</td>
<td>$0</td>
<td>$11,000</td>
<td>$9,700</td>
<td>$13,085</td>
<td>$8,000</td>
</tr>
<tr>
<td>Accounting/Audit</td>
<td>$12,400</td>
<td>$16,000</td>
<td>$32,828</td>
<td>$1,500</td>
<td>$55,000</td>
<td>$70,929</td>
<td>$17,000</td>
<td>$21,000</td>
</tr>
<tr>
<td>Insurance &amp; Bonds</td>
<td>$3,500</td>
<td>$4,000</td>
<td>$6,718</td>
<td>$3,000</td>
<td>$35,000</td>
<td>$5,785</td>
<td>$21,630</td>
<td>$13,000</td>
</tr>
<tr>
<td>Administrative Assistant and/or Clerical Costs</td>
<td>$4,000</td>
<td>$5,000</td>
<td>$38,210</td>
<td>$1,100</td>
<td>$150,000</td>
<td>$10,000</td>
<td>$78,160</td>
<td>$2,400</td>
</tr>
<tr>
<td>Office Supplies &amp; Equipment</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$17,200</td>
<td>$750</td>
<td>$25,000</td>
<td>$28,841</td>
<td>$20,000</td>
<td>$300</td>
</tr>
<tr>
<td>Office Space</td>
<td>$11,000</td>
<td>$36,612</td>
<td>$0</td>
<td>$250,000</td>
<td>$18,146</td>
<td>$25,000</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Legal Costs - General</td>
<td>$23,400</td>
<td>$12,000</td>
<td>$10,000</td>
<td>$1,000</td>
<td>$40,000</td>
<td>$30,161</td>
<td>$9,000</td>
<td>$7,000</td>
</tr>
<tr>
<td>Staff Engineer Costs - General, not project specific</td>
<td>$25,200</td>
<td>$3,500</td>
<td>$5,000</td>
<td>$0</td>
<td>$90,000</td>
<td>$61,000</td>
<td>$75,000</td>
<td></td>
</tr>
<tr>
<td>Administrator - General Administration Costs</td>
<td>$54,000</td>
<td>$28,000</td>
<td>$8,181</td>
<td>$29,200</td>
<td>$90,000</td>
<td>$144,106</td>
<td>$87,246</td>
<td>$0</td>
</tr>
<tr>
<td>Overhead/Benefits for administrative staff</td>
<td>$6,931</td>
<td>$17,530</td>
<td>$0</td>
<td>$40,000</td>
<td>$38,462</td>
<td>$49,331</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Full time admin staff or contract?</th>
<th>1.5 FTE contract with WCD</th>
<th>Full time</th>
<th>Full time</th>
<th>Contract</th>
<th>Full time</th>
<th>full time</th>
<th>Staff</th>
<th>Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Internal Services Budget from items listed above:</td>
<td>$140,500</td>
<td>$105,431</td>
<td>$197,398</td>
<td>$36,550</td>
<td>$796,000</td>
<td>$436,630</td>
<td>$333,452</td>
<td>$143,700</td>
</tr>
<tr>
<td>% of total budget that is internal services</td>
<td>9%</td>
<td>12%</td>
<td>8%</td>
<td>27%</td>
<td>6%</td>
<td>6%</td>
<td>9%</td>
<td>7%</td>
</tr>
</tbody>
</table>

The county recognizes this is not an all inclusive list of all watershed activities, these are internal services (Administrative) costs only. See definition spreadsheet for additional details about what constitutes internal services costs.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Brown's Creek</td>
<td>$1,474,216</td>
<td>$1,488,030</td>
<td>0.9%</td>
<td>$1,007,490</td>
<td>$1,102,630</td>
<td>9.4%</td>
</tr>
<tr>
<td>Carnelian Marine St. Croix</td>
<td>$706,689</td>
<td>$848,483</td>
<td>20.1%</td>
<td>$574,943</td>
<td>$590,000</td>
<td>2.6%</td>
</tr>
<tr>
<td>Comfort Lake- Forest Lake</td>
<td>$2,290,223</td>
<td>$2,593,593</td>
<td>13.2%</td>
<td>$1,200,000</td>
<td>$1,300,000</td>
<td>8.3%</td>
</tr>
<tr>
<td>Ramsey Washington Metro</td>
<td>$12,795,336</td>
<td>$13,416,258</td>
<td>4.9%</td>
<td>$6,565,860</td>
<td>$6,775,548</td>
<td>3.2%</td>
</tr>
<tr>
<td>Rice Creek**</td>
<td>$7,555,051</td>
<td>$7,345,030</td>
<td>-2.8%</td>
<td>$4,383,000</td>
<td>$4,710,392</td>
<td>7.5%</td>
</tr>
<tr>
<td>South Washington***</td>
<td>$3,948,388</td>
<td>$3,792,911</td>
<td>-3.9%</td>
<td>$1,077,888</td>
<td>$1,142,061</td>
<td>6.0%</td>
</tr>
<tr>
<td>Valley Branch</td>
<td>$1,299,800</td>
<td>$2,151,127</td>
<td>65.5%</td>
<td>$1,105,000</td>
<td>$1,978,067</td>
<td>79.0%</td>
</tr>
<tr>
<td>Joint Power Water Management Organization****</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Middle St. Croix</td>
<td>$353,070</td>
<td>$293,070</td>
<td>-17.0%</td>
<td>$133,070</td>
<td>$133,070</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

* The levy for multi county watershed districts is the total amount certified to all counties.
** Interest/Fees includes $199,688 special assessments for three active water management districts (WMDs). Carry over /FB budgeted for several previous years in anticipation of implementation of several large regional flood control projects in 2019.
*** A majority of the revenue in 2019 will be collected through a storm water utility fee rather than levy.
**** All revenue comes from communities pursuant to the joint powers agreement.
AGREEMENT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE 2019-2021
EAST METRO WATER RESOURCE EDUCATION PROGRAM

A. PARTIES

This Agreement is made and entered into by Washington Conservation District, hereinafter referred to as HOST, and members of the East Metro Water Resource Education Program, hereinafter referred to individually as a PARTNER. A PARTNER is defined as an entity that executes this agreement, and this Agreement provides for the withdrawal or addition of PARTNERS to the East Metro Water Resource Education Program. Eligible PARTNERS include watershed organizations and municipalities partially or wholly within Washington County.

B. PURPOSE

WHEREAS, the PARTNER and the HOST have a common objective of educating the citizens of the Twin Cities east metro area about water resource, stormwater, and groundwater management in order to improve water quality; and
WHEREAS, the PARTNER has identified a need for education assistance; and
WHEREAS, 8 watershed organizations in Washington County have education components in their respective watershed management plans; and
WHEREAS, 25 communities, including multiple watersheds and the County, in Washington County are required to obtain a Municipal Separate Storm Sewer System (MS4) Permit from the Minnesota Pollution Control Agency (MPCA), which requires nonpoint source pollution education; and
WHEREAS, the PARTNER agrees it is in its best interest to define its respective responsibilities and obligations; and
WHEREAS, the PARTNER agrees that collaborative efforts are needed to more effectively and efficiently deliver water resource education and meet MS4 permit education requirements; and
WHEREAS, the PARTNER requests assistance from the HOST to implement the policies specified in MINN. STAT. §§ 103A.206; and
WHEREAS, the HOST is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7.
NOW, THEREFORE, the PARTNER agrees as follows:

C. TERM OF CONTRACT

The term of this agreement shall be from January 1, 2019 to December 31, 2021 unless extended or terminated earlier as provided herein.

D. MEMBERSHIP STRUCTURE

In accordance to the program goals of collaboration and partnership, entities may become a PARTNER by signing the Signature Page at the end of this Agreement. A new PARTNER shall apply to the HOST and sign a separate contract and its signature page shall be attached to the original document. The HOST will coordinate with each PARTNER, update the project budget, and distribute it to each PARTNER.
Each PARTNER will assign a member to the Steering Committee of the East Metro Water Resource Education Program. This Committee will assist the Shared Water Resource Educator and HOST to prepare the Annual Workplan, Annual Budget, and Annual Report. A Membership Summary will be included in the Annual Report prepared by the HOST.

E. SCOPE OF SERVICES

The HOST will perform for the PARTNER the services and furnish and deliver work products generally described in Exhibit A, attached and made part of this agreement. Services for a specific PARTNER will be defined in the Annual Workplan developed as described in Exhibit A. PARTNER-specific services will constitute approximately 15% of the total Annual Workplan. Eighty-five (85) percent of the total Annual Workplan will be committed to shared, multi-jurisdictional benefit educational activities.

F. COST

In full consideration for services under this agreement, the PARTNER shall provide its portion of the annual costs to the HOST in accordance with the executed Signature Page at the end of this Agreement. The total annual budget for the program is as shown in Exhibit B with contributions outlined in Paragraph G. If all PARTNER contributions total less than the Total Budget, educational material expenses not otherwise paid for will not be incurred. PARTNER’s annual contribution may be increased from the amount stated in the Signature Page at the end of the Agreement only with approval of PARTNER’s governing body.

In the case that overall contributions of funding from all of the PARTNERS exceeds the budget in Exhibit B by less than 20%, the excess contributions will be used to fund additional educational materials or support staff. Once the revised overall funding contribution from all of the PARTNERS exceeds the budget in Exhibit B by 20%, the PARTNERS have the option of having their proportional amount of the excess budget refunded or can direct the funds to be used for EMWREP activities.

G. FUNDING STRUCTURE

Each PARTNER is suggested to contribute annually in accordance with the following funding structure:

- County: $12,800/year
- Small Watershed Districts (Taxable Market Value < $1 Billion): $12,800/year
- Medium Watershed Districts (TMV $1-5 Billion): $19,300/year
- Large Watershed Districts (TMV >$5 Billion): $25,000/year
- Watershed Management Organizations: $6,300/year
- Large MS4 Cities: $2,700/year (Population > 5,000)
- Small MS4 Cities: $700/year (Population < 5,000)

In-kind matches from existing educational staff from within partner organizations are also encouraged. The WCD shall provide $12,800 of in-kind match to the program per year. As shown in Exhibit B, PARTNER contributions will be reviewed and adjusted on an annual basis, as needed.

H. PAYMENTS

1. The services in Exhibit A provided by the HOST will be billed in accordance to Exhibit B. Invoices will be sent on a quarterly basis and will summarize the work performed. Invoices are payable within 60 days.
2. Office supplies, in-house reproduction expenses, and transportation are included in the overhead noted above. Out source reproduction, special bulk mailings and other direct costs beyond the actual current budget as established in accordance with the Annual Workplan (the combined
contributions of each PARTNER) noted in Paragraph F are to be reimbursed at actual cost with prior approval from the PARTNERs.

I. EQUAL EMPLOYMENT OPPORTUNITY-CIVIL RIGHTS

During the performance of this Agreement, the HOST agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

J. STANDARDS

The HOST shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

K. DATA PRIVACY

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the HOST’s performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The HOST agrees to abide by these statutes, rules and regulations and as they may be amended.

L. AUDITS, REPORTS, AND MONITORING PROCEDURES

The HOST will:

1. Maintain records that reflect all revenues, cost incurred and services provided in the performance of the Agreement.

2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the HOST which are relevant to the contract. The annual audit conducted for the Washington Conservation District that includes EMWREP activities.

M. INDEMNITY

No party to this Agreement agrees to be responsible for the acts or omissions of another, its agents, officials, contractors or employees within the meaning of Minnesota Statutes section 471.59, subdivision 1a. Each PARTNER and HOST will hold harmless, defend and indemnify all other parties to this Agreement, their officers, board members, employees and agents for any and all damage, liability, cost or claim (including reasonable attorneys’ fees) to the extent it is the result of its negligent act or of another action or inaction that is the basis for its liability in law or equity. The PARTNER agrees to provide proof of contractual liability insurance upon request. This paragraph does not constitute a waiver or otherwise diminish, any statutory or common law defense, immunity or limit on liability any PARTNER or HOST may enjoy as against any third party.

N. INDEPENDENT CONTRACTOR
It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the HOST as the agent, representative, or employee of PARTNER organization for any purpose or in any manner whatsoever. The HOST is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The HOST represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the HOST or other person, while engaged in the performance of any work or services required by the HOST under this Agreement, shall have no contractual relationship with the PARTNER and shall not be considered employees of the PARTNER.

**O. MODIFICATIONS**

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the HOST and the PARTNER shall not require written approval. Contract extensions will be handled as a material alteration.

**P. MERGER**

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph O above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

**Q. TERMINATION**

This Agreement will commence when executed by HOST and all PARTNERS and will continue until terminated. The Agreement will commence with respect to each additional PARTNER on that PARTNER’S execution of a signature page acceding to the terms of the Agreement. This Agreement will terminate immediately upon completion of the activities enumerated herein and the program duration expires. Any party to this Agreement may withdraw participation on an agreement-year basis with 60 days written notice to HOST prior to the annual anniversary date of the Agreement, with the actual termination date falling on the anniversary date. Pro-rated contributions will be returned to the terminated or terminating PARTNER. The HOST will promptly notify all PARTNERS of any PARTNER’s termination. Termination by any one PARTNER will not constitute the termination of this Agreement. If HOST determines that PARTNER termination has resulted in inadequate funds to deliver the work products generally described in Exhibit A, the HOST will terminate the Agreement effective the anniversary date unless adequate funds can be procured. Termination by the HOST will constitute termination of this Agreement in whole and pro-rated contributions will be returned to each PARTNER.

**R. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All property of the HOST or a PARTNER used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the HOST and the PARTNER providing the property. The HOST and PARTNERS shall jointly own and each party has the individual right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement. Durable goods purchased by the HOST, such as office equipment and computers, shall remain the property of the HOST.
CONTRACT BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MEMBERS OF THE
EAST METRO WATER RESOURCE EDUCATION PROGRAM

HOST: Washington Conservation District

PARTNER: Middle St. Croix Watershed Management Organization

Annual Contribution Amount: $6,300

Contract start date: January 1, 2019

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

PARTNER

BY: ____________________________
   ______________________________
   ______________________________

HOST

BY: ____________________________
   ______________________________
   ______________________________
   ______________________________

Approval as to form and execution:

________________________________________
   ______________________________
EXHIBIT A

SCOPE OF SERVICES

EAST METRO WATER RESOURCE EDUCATION PROGRAM

HOST responsibilities:
1. Hire, employ and supervise the Water Resource Educator/s that will successfully serve the education needs as prescribed herein.
2. Obtain financial reimbursement from each PARTNER as prescribed in this agreement.
3. Work in good faith to achieve the goals identified in this agreement.
4. Maintain a strict accounting of all financial transactions.
5. Develop and disseminate annual summaries of accomplishments and budgetary analysis to partners of the East Metro Water Resource Education Program.
6. Provide office space, office furniture, computer, transportation, and phone. Equipment purchased by the HOST will remain the property of the HOST following the term of this agreement.

PARTNER responsibilities:
1. Provide a single representative to the Steering Committee of the East Metro Water Resource Education Program. This person shall actively participate in the Steering Committee and assist in employee selection, Annual Workplan Development, and other tasks as needed.
2. Provide funds for the East Metro Water Resource Education Program described herein.
3. Provide appropriate and timely feedback to the HOST manager regarding the performance of the Water Resource Educator/s.
4. Share equipment, staff, and educational resources to facilitate Education Program planning and implementation.
5. As initiated by the HOST, discuss the progress of the Water Resource Educator/s and agree to take any action that is appropriate to ensure the successful fulfillment of project objectives.
6. Work with the Water Resource Educator/s to ensure that services are being used to address high priorities at the local level.

Water Resource Educator/s responsibilities:
1. Prepare, coordinate, and revise East Metro Water Resource Education Program Plan annually with the Steering Committee of the East Metro Water Resource Education Program.
2. Review and advise watershed district PARTNERS annually on educational aspects of their watershed district plans.
3. Develop annual plan of work with the Steering Committee of the East Metro Water Resource Education Program. Workplan will reference Washington County MS4 education programs and watershed district PARTNERS education plans.
4. Implement annual work plan, including planning, implementing, evaluating, and reporting on such anticipated activities as presentations, workshops, in-field training, demonstration projects, and published materials.
5. Pursue grants and other funding sources to enhance the East Metro Water Resource Education Program.
6. Coordinate with “Watershed Partners” and other entities conducting water resource education efforts to minimize overlap and maximize effectiveness.
8. Presents papers as appropriate at professional meetings within Minnesota.
9. Prepare annual education report (which meets MS4 requirements) and conduct shared MS4 annual meetings for participating East Metro Water Resource Education Program members.
EXHIBIT B
BUDGET

Shared Water Resource Education Program - Washington Conservation District Annual Budget

<table>
<thead>
<tr>
<th>Staff Support and Overhead Expenses</th>
<th>Materials</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$144,200</td>
<td>$10,000</td>
<td>$154,200.00</td>
</tr>
</tbody>
</table>

MEMBERSHIP STRUCTURE AND FUNDING CONTRIBUTIONS*

* PARTNER contributions will be reviewed and adjusted on an annual basis, as needed and in accordance with the terms of the Agreement.

<table>
<thead>
<tr>
<th>PARTNER</th>
<th>Annual Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>SWWD</td>
<td>$25,000</td>
</tr>
<tr>
<td>VBWD</td>
<td>$19,300</td>
</tr>
<tr>
<td>BCWD</td>
<td>$19,300</td>
</tr>
<tr>
<td>CLFLWD</td>
<td>$19,300</td>
</tr>
<tr>
<td>CMSCWD</td>
<td>$12,700</td>
</tr>
<tr>
<td>RWMWD</td>
<td>$12,700</td>
</tr>
<tr>
<td>RCWD</td>
<td>$3,000</td>
</tr>
<tr>
<td>Washington County</td>
<td>$12,800</td>
</tr>
<tr>
<td>MSCWMO</td>
<td>$6,300</td>
</tr>
<tr>
<td>Cottage Grove</td>
<td>$2,700</td>
</tr>
<tr>
<td>Forest Lake</td>
<td>$2,700</td>
</tr>
<tr>
<td>Lake Elmo</td>
<td>$2,700</td>
</tr>
<tr>
<td>Hugo</td>
<td>$2,700</td>
</tr>
<tr>
<td>Oakdale</td>
<td>$2,700</td>
</tr>
<tr>
<td>Stillwater</td>
<td>$2,700</td>
</tr>
<tr>
<td>Woodbury</td>
<td>$2,700</td>
</tr>
<tr>
<td>Dellwood</td>
<td>$700</td>
</tr>
<tr>
<td>Grant</td>
<td>$700</td>
</tr>
<tr>
<td>Newport</td>
<td>$700</td>
</tr>
<tr>
<td>Oak Park Heights</td>
<td>$700</td>
</tr>
<tr>
<td>St. Paul Park</td>
<td>$700</td>
</tr>
<tr>
<td>West Lakeland</td>
<td>$700</td>
</tr>
<tr>
<td>Willernie</td>
<td>$700</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$154,200.00</strong></td>
</tr>
</tbody>
</table>
2019 SERVICE AGREEMENT  
BETWEEN  
WASHINGTON CONSERVATION DISTRICT  
AND MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION  

A. PARTIES  
This Agreement is made and entered into by Washington Conservation District, (WCD), and the Middle St. Croix Watershed Management Organization (MSCWMO).  

B. PURPOSE  
WHEREAS, the MSCWMO has requested assistance from the WCD to implement the policies specified in MINN. STAT. §§ 103A.206 and 103D.201; and  
WHEREAS, the WCD is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7 and 103D.335, subd. 21.  
NOW, THEREFORE, the parties agree as follows:  

C. TERM OF CONTRACT  
The term of this agreement shall be from January 1, 2019 to December 31, 2019 unless extended or terminated earlier as provided herein.  

D. SCOPE OF SERVICES  
The WCD will perform all services and furnish and deliver work products generally described the attached Exhibits.  

E. COST  
In full consideration for services under this agreement, the WCD shall charge the MSCWMO for its services at the rate set forth in Section F. Costs for services for activities detailed in the attached Exhibits include:  

Exhibit A: Administrative Services - $30,300.00  
Exhibit B: Technical Services - $46,000  
Exhibit C: Water Monitoring Services - $21,293.00  

TOTAL: $97,593.00  

Any additional costs for special studies or capital projects must be set forth in a written amendment to this Agreement.  

F. BILLING RATE AND PAYMENTS  
1. Services in Exhibit A and B are billed on an hourly basis at the rate of $27.00 - $81.00 per hour, based on personnel and task. Invoices for Exhibits A and B will be sent on a monthly basis and will list specifically the work performed.  
AIS Watercraft Inspectors $27
Seasonal $39  
Technician $57  
Senior Technician/Specialist $62  
Senior Tech II/Specialist II $68  
Senior Specialist $71  
Manager/Administrator/Engineer $81  

Services for BWSR grants will be billed per the BWSR calculator. Services in Exhibit C are billed on a lump sum basis for services and project expenses. Invoices in Exhibit C will be sent on a quarterly basis.

2. Project expenses will be billed as they are accrued.
3. Invoices are payable by the MSCWMO within 60 days.
4. Office supplies, normal office reproduction expenses, and transportation are included in the hourly rate. Other expenses are to be reimbursed at actual cost.

G. **EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS**

During the performance of this Agreement, the WCD agrees to the following:
No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

H. **STANDARDS**

The WCD shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

I. **DATA PRIVACY**

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the WCD’s performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq. Or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The WCD agrees to abide by these statutes, rules and regulations and as they may be amended.

J. **AUDITS, REPORTS, AND MONITORING PROCEDURES**

The WCD will:
1. Maintain records that reflect all revenues, cost incurred and services provided in the performance of the Agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to the rights to examine audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the WCD which are relevant to the contract.

K. **INDEMNITY**

The WCD and the MSCWMO mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless for any and all damages, liability or cost (including reasonable attorneys’ fees and costs of defense)
arising from their own negligent acts, errors or omissions in the performance of their services under this agreement, to the extent each party is responsible for such damages and losses on a comparative basis of fault. Parties agree to provide proof of contractual liability insurance upon request. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the WCD or the MSCWMO may enjoy under law.

L. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the WCD as the agent, representative, or employee of MSCWMO for any purpose or in any manner whatsoever. The WCD is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The WCD represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the WCD or other person, while engaged in the performance of any work or services required by the WCD under this Agreement, shall have no contractual relationship with the MSCWMO and shall not be considered employees of the MSCWMO.

M. MODIFICATIONS

Any material alteration or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by written agreement of the WCD and the MSCWMO shall not require written approval.

N. MERGER

It is understood and agreed that the entire agreement of the parties is contained here, except as modified during the term of the Agreement by a writing under Paragraph M above concerning a non-material change, and that this contract supersedes oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

O. TERMINATION

Either the WCD or the MSCWMO may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination. If the MSCWMO terminates this Agreement, it may specify work to be performed by the WCD before termination is effective and shall pay the WCD for services performed by the WCD up to the time specified for termination. If the WCD terminates the Agreement, it will not be compensated for part completion of a task except to the extent part completion has value to the MSCWMO.

P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the MSCWMO used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the MSCWMO. The MSCWMO shall have the sole right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement.
2018 SERVICE AGREEMENT
BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

APPROVED:

MSCWMO

BY: _________________________________
    Board Chair                      Date

WCD

BY: _________________________________
    Board Chair                      Date

BY: _________________________________
    Secretary                       Date

BY: _________________________________
    WCD Manager                     Date

Approval as to form and execution:

________________________________________
Date
EXHIBIT A

2018 MSCWMO ADMINISTRATIVE SERVICES AGREEMENT

At the request of the MSCWMO the WCD shall furnish the following services under the terms of the AGREEMENT.

**TASK 1. Administrative Services**
The WCD will provide administrative services to the MSCWMO. A WCD staff member shall serve as the Administrator of the MSCWMO. This staff member will be appointed by the WCD. The Administrator shall act on behalf of the Board of Managers to implement MSCWMO policies and actions. Administrative services will include: agenda and board packet preparation and distribution; receiving and sending official MSCWMO correspondence; submitting official notices for publication; coordination of meetings for the board, committees and other groups as necessary; maintaining the MSCWMO website; maintaining the MSCWMO files (except for projects conducted by the Watershed’s Engineer or confidential legal records); directing activities between the MSCWMO, Engineer, Attorney, Recording Secretary, Local and State Units of Government and the public; acting as the primary and first response to inquiries from the public as to programs, projects and written policies or rules and other questions on MSCWMO issues, and other administrative duties as assigned by the MSCWMO Board.

**TASK 2. Bookkeeping**
The WCD will provide bookkeeping services to the MSCWMO. These services include: administration of accounts receivable and accounts payable including check generation, preparation of invoices for disbursement, and monthly bank reconciliation; coordination of annual audit and preparation of items necessary for audit; preparation of monthly reporting to the Board; preparation of budgets; and coordination of cash investment activities. The MSCWMO Board will direct any changes to accounts or investments.

**BUDGET FOR 2018 = $30,300.00**
EXHIBIT B

2018 MSCWMO TECHNICAL SERVICES AGREEMENT

At the request of the MSCWMO the WCD shall furnish the following services under the terms of the AGREEMENT.

TASK 1.  Review of Development Plans and Erosion Control Monitoring
The WCD will provide review and comment on development plans on behalf of the MSCWMO. Comments and recommendations for erosion and sediment control, grading, drainage, and wetland protection will be made. Follow-up development site inspections will be performed if deemed appropriate and coordinated with the member communities. Plan Review Fees will offset the cost of this program to the greatest extent possible.

TASK 2. Best Management Practices (BMP) Program Administration
The WCD will act as the primary and first response to inquiries from the public regarding general MSCWMO BMP Program information, program eligibility, and best management practice information. One WCD staff person will be identified as the BMP Program Coordinator. Initial inquiries about general topics and water quality issues, and initial site visits will be responded to as part of the standard WCD programs and not charged under this contract. Specific inquiries regarding MSCWMO cost share, development of site concepts and designs, implementation assistance, receiving and sending official MSCWMO correspondence related to the Program, maintaining the Program files, administering cost-share documents needed as a part of the Program, and follow-up project reviews will be responded to as part of the MSCWMO BMP Program and will be charged as a part of this contract. Overall program coordination, summary reports, and ongoing program evaluation will be provided.

TASK 3. Community Outreach and Education
The WCD will use targeted and broad-based outreach techniques to generate interest in and understanding of the MSCWMO. The techniques used will include participation in local fairs, events, and community group meetings as a representative of the MSCWMO. The WCD will provide technical assistance and information to the citizens and communities of the MSCWMO through this program. This task is separate from but coordinated with the East Metro Water Resource Education Program.

TASK 4. Clean Water Grant Fund Administration and Implementation
The WCD will successfully carryout the work plan items identified in the Clean Water Fund Grants: Lake St. Croix Direct Discharge Phase II and Lake St. Croix Direct Phase III, Perro Creek Phase I, Watershed Based Funding, and the Saint Croix River Association grants. The WCD will administer and implement the grants in cooperation with member community staff and in compliance with Board of Water and Soil Resource documentation and reporting requirements.

TASK 5. Establishment Period Maintenance of Clean Water Grant Funded Projects
The WCD will carry out maintenance and outreach activities during the establishment period of two years for targeted stormwater best management practices designed and installed as part of the cooperative retrofit program.

BUDGET FOR 2019 = $46,000.00
EXHIBIT C  
2018 MSCWMO WATER MONITORING SERVICES AGREEMENT

TASK 1. Lake Monitoring Services  
The WCD will monitor McKusick Lake and Lily Lake 14 times per year, April through October. Surface water quality samples are collected and analyzed for total phosphorus, chlorophyll-a, and total Kjeldahl nitrogen. Other measurements include Secchi disk transparency, dissolved oxygen and temperature profiles, and lake level. The fee includes labor, lab costs, all equipment, vehicles, canoe, ice, storage, etc. that is required to conduct the monitoring.

TASK 2. Brick Pond Flow and Water Quality Monitoring  
The WCD will install flow monitoring equipment the outfall of Brick Pond to Lily Lake. Water quality samples will be collected and analyzed for total phosphorus and total suspended solids.

Task 3. Perro Creek Flow and Water Quality Monitoring  
The WCD will install flow monitoring equipment at the Perro Creek outfall to Lake St. Croix. Water quality samples will be collected for total phosphorus, total suspended solids, and E. coli. E. coli samples will also be collected at 9 locations in an attempt to more accurately identify sources.

TASK 3. Water Monitoring Report  
A water monitoring report will be generated that will incorporate current and previous years’ data.

Budget for 2019 = $21,293.00
MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Mike Isensee, Administrator
DATE: October 11, 2018
RE: 8e) Quinn Native Slope Stabilization Grant Application

Pamela Quinn is requesting a $500 water quality improvement grant to install a native shoreline stabilization project at their residence 641 Quixote Avenue, Lakeland. The native slope stabilization replaces invasive species and establishes deep rooted perennial vegetation to reduce soil loss on the native bluff slope on Lake St. Croix and will reduce annual phosphorus discharge by 0.21 pounds per year.

Total project costs are estimated at $750.00.

Staff recommend approval of 75% cost share not to exceed $500.00 for the water quality improvement grant.

Example Motion
Motion Board Manager 1, second Board Manager 2 to approve the Quinn Water Quality Grant for 75% cost share not to exceed $500.00.
Administrator’s Report- October 2018

Administration
- MSCWMO 2018 contributions and 2019 budget notification
- 2019 MSCWMO final budget
- Stillwater Country Club memos and draft agreements (proposed project)
- Grant writing for Lily Lake and Lake St. Croix Direct South
- West Lakeland Township LSWMP Communications
- Watershed Based Funding Work Plan
- County budget presentation materials development
- 2019 WCD services agreement

Project Reviews
- Johnson Residence (continuing), Lakeland
- Palmer Station Stormwater BMP Maintenance Agreement, Oak Park Heights
- Beanies Marina, Lakeland
- 333 Lake Street Residence, Bayport

Lily Lake Phase III Grant
Description: $109,000 for stormwater quality improvements for areas discharging to Lily Lake (2014-2018). This grant is fully allocated to the Greeley Gully Stabilization Project.
Activities This Month: Final payment and 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: Grant Completed.

Lake St. Croix Direct Discharge Phase I
Description: $142,000 grant for stormwater quality improvements in Oak Park Heights, Stillwater and Bayport (2014-2018).
Activities This Month: Final payments and reporting.

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: Multiple meetings and communications with the Stillwater Country Club.

Lily Lake Final – 45
Description: $58,000 grant to identify and partially design stormwater practices to reduce phosphorous discharges to Lily Lake by at least 45 lbs. per year.
Activities This Month: Writing final report and grant reporting.

Perro Creek Water Quality Improvements Phase I
Description: $63,000 grant to design and install stormwater quality practices to reduce nutrients and bacteria discharging directly into Perro Creek and then to Lake St. Croix.
Activities This Month: Project management of basins design by WCD staff.

Beske Gully Stabilization Project
Description: $20,000 Washington Conservation District 319 grant to design and install stormwater quality practices to reduce erosion and nutrients discharging to Lake St. Croix from an actively eroding gully. $30,000 St. Croix River Association Grant to reduce erosion and nutrients discharging to Lake St. Croix.
Activities This Month: Project management of basins design by WCD staff and legal agreement development with MSCWMO Attorney.

Lake St. Croix Direct Phase III
Description: $34,000 grant for stormwater quality improvements in Oak Park Heights, Stillwater and Bayport (2018-2021)
Activities This Month: No progress to report.

Meetings
- One Watershed One Plan Policy Committee Meeting, August 27
- One Watershed One Plan Steering Meeting, October 3
- EPA Tour of MSCWMO BMPs, September 28
- American Society of Civil Engineers BMP Maintenance Meeting, September 21

Upcoming Events
- One Watershed One Plan Advisory Committee Meeting, October 11
- Stillwater Country Club Members Meeting (proposed project presentation), October 15
- One Watershed One Plan Policy Committee Meeting, October 22
- Washington County Budget Presentation, October 23
- Board of Soil and Water Resources Academy (presenting), October 29-30
- 33rd Annual Conference on the Environment (presenting), November 7
- Washington County Water Consortium, November 7