

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 HAYWARD AVENUE, OAKDALE, MINNESTOA 55082
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Regular Meeting of the Middle St. Croix Watershed Management Organization Bayport Public Library, Bayport, MN Thursday, May 9, 2019 6:00PM

1. Call to Order – 6:00PM
2. Approval of Minutes
 - a. Draft minutes- March 14 , 2019 **pg. 1-5**
4. Treasurer’s Report
 - a. Report of savings account, assets for May 9, 2019
 - b. Approve payment of bills for May 9, 2019
5. Public Comment
6. Old Business
 - a. Lily Lake Raingardens Award **pg. 6-20**
 - b. Stillwater County Club Award **pg. 21-32**
7. New Business
 - a. Adopt A Drain Program **pg. 33-34**
 - b. Website Update Discussion **pg. 34-35**
 - c. St. Croix River Association Grant Application **pg. 37-39**
 - d. 3M Settlement Groundwater Modeling Technical Review **pg. 40-42**
 - e. Water Monitoring Equipment Replacement **pg. 42**
 - f. 2019 MSCWMO Watershed Annual Report
 - g. 2019 MSCWMO Annual Monitoring Report
8. Grant and Cost Share Applications
 - a. Perro Creek Girl Scouts Native Shoreline Restoration Grant **pg. 43**
 - b. Kelly Native Planting Grant
9. Plan Reviews/Submittals
10. Administrator’s Report **pg. 44-45**
11. Adjourn

Regular Meeting of the Middle St. Croix Watershed Management Organization
Bayport Public Library, Bayport, MN
Thursday, March 14, 2019
6:00PM

Present: Mike Runk, Oak Park Heights; Tom McCarthy, Lake St. Croix Beach; John Fellegly, Baytown Township; Lakeland; Ryan Collins, Stillwater; John Dahl, Bayport; Beth Oleft-Nelson, St. Mary's Point; Cameron Blake, WCD; Administrator Mike Isensee

Call to Order

The meeting was called to order at 6:00PM by Manager McCarthy.

Approval of Minutes

A motion to approve the January 10th, 2019 minutes was made by Manager Runk and seconded by Manager Fellegly. Motion carried.

Treasurer's Report

Report of savings account, assets for March 14, 2019
Approve payment of bills for March 14, 2019

The treasurer's report was presented by Manager McCarthy. The remaining checking account balance is \$33,700.68. First State Bank CDs are valued at \$32,094.13. The ending balance in the RBC savings account is \$63,098.91

Bills to be approved this month are: Carmen Simonet Design: \$403.75; Kennedy & Graven: \$108.00; Kennedy & Graven: \$36.40; League of MN Cities: \$2,275.00; State Register: \$64.00; Washington Conservation District (Administration): \$7,018.25; Washington Conservation District (Technical Services): \$5,151.00; Washington Conservation District (Lily Lake): \$1,080.00; Washington Conservation District (LSC Direct): \$1,488.90; Washington Conservation District (Grant Hours): \$31,479.72 Total: \$49,105.02

Manager Fellegly inquired about Stillwater's Annual Contribution being missing and what the structure for community contribution payments is. Administrator Isensee explained that communities split their annually payment in two, and that Stillwater has not paid its first half yet. Manager Fellegly inquired about manager signatures and Administrator Isensee said the Board needs to establish a third signature due to manager turnover. Manager McCarthy volunteered to be the third signature and Administrator Isensee will set that up at the bank this month.

Manager Fellegly moved to accept the Treasurer's report and bills, Manager Collins seconded, and the motion carried.

Public Comments

There was no public comment.

Greeley Gully Grant Closeout

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. In 2015 the City of Stillwater, Stillwater School District and MSCWMO agreed the stabilization of the Greeley Gully was the highest priority project in the Lily Lake Watershed. The project was constructed in 2017 and 2018 and the MSCWMO Board of Managers approved final payment of \$73,463.00 based on a total contractor invoice of \$103,463.00. The \$30,000 matching funds were paid by the City of Stillwater in accordance with the with the Cooperative Agreement between the City of Stillwater, Stillwater School District, and Middle St. Croix Watershed Management Organization executed February 22, 2017. During the grant close out process staff noted that the final reimbursement to Stillwater Schools was greater than the amount approved in the executed contract. This is due to the engineers estimate being \$158.00 less than the apparent low bidder and the contractor requesting and being granted a change order to address unforeseen circumstances in the construction documents. Specifically the change order removed 17 additional trees that at \$105 each and added 28 cubic yards of riprap at \$90 per cubic yard needed to adequately stabilize stormwater outfalls. MSCWMO technical staff and Stillwater School District Engineering approved the change order for \$4,305.00.

Motion by Manager Fellegly, seconded by Manager Collins, to approve the Greeley Gully change order to increase the not to exceed reimbursement total to Stillwater schools for 69,000.00 to \$73,463.00 for the Greeley Gully stabilization project. The motion carried.

2020 MSCWMO Budget Indication for Townships

The MSCWMO provides an early indication of the potential 2020 budget early in 2019 to inform the Townships budgeting process. The MSCWMO has not increased its budget since 2015. In 2020, staff is requesting the MSCWMO Board of Managers to consider an increase of 9.0% to cover program and service fee increases since 2015. The official MSCWMO 2020 annual budget is required to be completed by August, 2019. Manager Fellegly said Baytown Township's 2020 budget was approved last week and did not include an increase for MSCWMO's fee. There was discussion around the difference between city budget timelines and township budget timelines who have already passed their 2020 budget. Administrator Isensee explained that the fee increase could be up to 9.0% but not necessarily that high. Manager Dahl asked what would affect the amount of increase. Administrator Isensee said it could be many things and that it's based on what the Board wants to approve.

Motion by Manager Runk, second by Manager Oleft-Nelson to indicate to the MSCWMO Townships that the MSCWMO 2020 budget may increase by 9.0% in 2020. The motion carried.

Perro Creek Phase I Project Award

Administrator Isensee presented the proposed 2nd Street Drainage Improvement project which will install three bioretention swales that will intercept and infiltrate stormwater runoff from 6.7 acres of drainage along 2nd Avenue N. and 7th Street North that is directly discharging into Perro Creek. WinSLAMM water quality monitoring indicates the water quality swales will reduce phosphorous by 10.1 lbs. per year from entering Perro Creek and Lake St. Croix. Manager Fellegly asked what percentage of phosphorus load removal this project would achieve. Administrator Isensee said a 10 pound reduction is 10% of the targeted load reductions for the creek, as the catchment total load

reduction goal is about 100 pounds of phosphorus. Manager Fellegy said he believed outreach and education to residents about water quality impacts of leaves and dog poop is a cost effective and way to reduce pollutant loads. Administrator Isensee said an old cesspool was recently found which was contributing pollutants to Perro Creek.. He said there has been and continues to be outreach to residents specifically on the topic of Perro Creek and the last time the creek was walked in 2016 there was no sign of leaf or grass clipping dumping into the creek. The City adds an annual article on this topic in the Bayport newsletter. The board asked if this could be re-emphasized.

Manager Fellegy made a motion, seconded by Manager Dahl, to approve cost share not to exceed \$61,000.00 for the 2nd Street Drainage Improvement Project: Perro Creek Water Quality Retrofit Phase I. The motion carried.

Lily Lake Stormwater Quality Retrofits Release for Quotes

Design and construction documents are complete for the Lily Lake Stormwater Quality Retrofits Project. The project will install two raingardens (one at 905 Pine Tree Trail and one at 611 Lake Drive) in the direct drainage area to Lily Lake. Administrator Isensee discussed the Lily Lake watershed and load reduction efforts made in this watershed. Manager Runk provided a historical photo of Lily Lake and Brick Pond, and discussed historical dykes in the area.

Manager Fellegy made a motion, seconded by Manager Collins, to approve sending the Lily Lake Stormwater Quality Retrofits out for quotes. The motion carried.

2018 MSCWMO Year End Budget

The 2018 year end budget tracker identifies total expenditures of \$149,648.92 based on total receivables of \$153,570.00. The remaining 2018 budget is \$3,921.08. Due to a large number of grant funded water quality improvement project installations in 2018 and 2019, staff recommends encumbering these funds to cover the majority of match requirements for 2019.

Manager Runk made a motion, seconded by Manager Fellegy, to encumber \$3,921.08 for MSCWMO grant funded costs share project match costs for 2019. The motion carried.

2019 Clean Water Fund Grant Agreement– Lake St. Croix Small Communities Urban Phosphorus Reduction Grant

The Middle St. Croix Watershed Management Organization was awarded a \$200,000 Clean Water Fund Grant to install projects identified in the Lake St. Croix Direct Discharge South Subwatershed Analysis. The subwatershed analysis was completed in 2018 by the MSCWMO to target and prioritize water quality improvement projects between the south side of Bayport and St. Mary's Point. Staff is currently working with the City of Lake St. Croix Beach to consider evaluating the feasibility of stabilizing an eroding bluff on Lake St. Croix. The grant funding must be spent by December 31, 2022. Staff is requesting the Board of Managers approve entering into a grant agreement with the Board of Water and Soil Resources.

Manager Fellegy made a motion, seconded by Manager Oleft-Nelson, to enter into agreement with the Board of Water and Soil Resources for the FY 2019 Clean Water Fund Grant – Lake St. Croix Small Communities Urban Phosphorus Reduction Grant. The motion carried.

2019-2021 MSCWMO Consulting Services

In accordance with state statute the MSCWMO is required to post every two years for our engineering and legal consulting services. The attached Request for Proposals was posted in the Minnesota Register in January 2019. The letters of intent are presented for board consideration in a follow up email to the board pack. Staff recommends retaining current legal and engineering consultants

Manager Fellegy made a motion, seconded by Manager Collins, to select Emmons and Olivier Resources and Kennedy & Graven, Chartered to provide engineering and legal services for the MSCWMO from 2019-2021. The motion carried.

St. Mary’s Point Local Surface Water Management Plan Review

Staff recommends approving the plan with conditions. Manager Oleft-Nelson inquired about the Met Council’s comments on the LSWMP and if Administrator Isensee needed to respond to those comments. This was a roll call vote:

Manager Dahl	Yes
Manager Fellegy	Yes
Manager Collins	Yes
Manager Runk	Yes
Manager Oleft-Nelson	Yes

The motion carried.

Afton Local Surface Water Management Plan Review

Staff recommends approving the plan with conditions. This was a roll call vote:

Manager Dahl	Yes
Manager Fellegy	Yes
Manager Collins	Yes
Manager Runk	Yes
Manager Oleft-Nelson	Yes

The motion carried.

2019 BMP Maintenance and Match Allocation

Due to a high level of activity of grant funded water quality project installations in 2018 and planned installations in 2019, staff is requesting board action to allocate funding to complete grant match and maintenance obligations. Funds for this request will be allocated from two locations. The first allocation of \$12,000 will come from funds encumbered in 2016 to meet water quality maintenance

and grant match obligations. The second allocation of \$4,500 will come from the m the 2019 BMP cost share budget.

There was board discussion about maintenance of BMP's. The MSCWMO maintains new BMP's for the first two years, which has been found more cost effective than contracting this work out, and after that the maintenance obligation transfers to the party responsible in the maintenance agreement. Annual inspections also occur. Manager Oleft-Nelson asked about adding signs from the MSCWMO to St. Mary's Point raingardens.

Manager Fellegy made a motion, seconded by Manager Collins, to allocate \$12,000 from the 2016 encumbrance and \$4,500 from the 2019 cost share to meet grant maintenance and match obligations. The motion carried.

2019 Conservation Corps of Minnesota Crew Grant Approval

The MSCWMO applied for 18 days of Conservation Corps of Minnesota time for 2019 and was awarded a total of 11 days for a crew of 3-5 youth. In 2019 MSCWMO staff will work with the crews to install plants on newly installed projects and assist in the control the invasive vine *Manchu Tubergourd* discovered in the Mulberry Ravine in Stillwater in 2018.

Manager Fellegy made a motion, seconded by Manager Runk, to accept the grant award and enter into to a grant agreement with the Conservation Corps of Minnesota for 11 days of crew time in 2019. The motion carried.

Mulberry Yacht Club, Stillwater

Administrator Isensee received required submittal items on February 9, 2019 for the proposed Mulberry Point Yacht Harbor Improvements, located within MSCWMO boundaries and in the City of Stillwater. There is involvement with the Army Corps due to some disturbance below the OHWL. No board action needed.

2019 Lakeland Street Improvements, Lakeland

Administrator Isensee updated the board on the Lakeland street improvement project. No board action needed.

Administrator's Report

Administrator Isensee presented the monthly update of activities. Administer Isensee explained that there is discussion in the metro area around watershed districts and permitting programs in an effort to develop consistency and efficiency between districts. There was discussion around the lack of state redevelopment standards. Managers Oleft-Nelson and Dahl both expressed a desire to avoid compromising water quality solely for the sake of consistency.

Adjourn

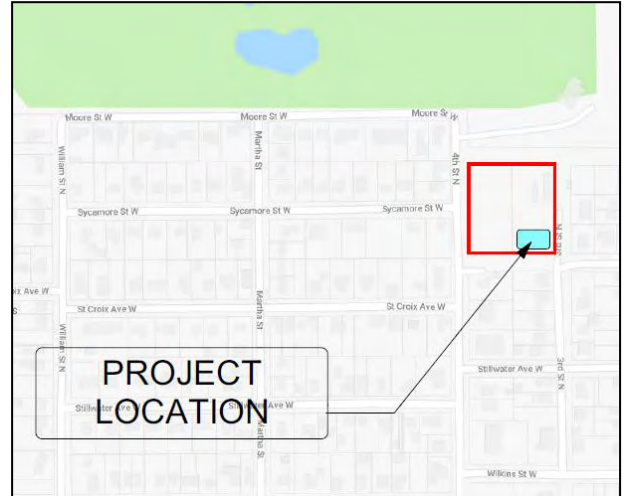
Manager Fellegy moved to adjourn the meeting and Manager Collins seconded this motion. Motion carried. Meeting was adjourned at 7:23pm.



MEMORANDUM

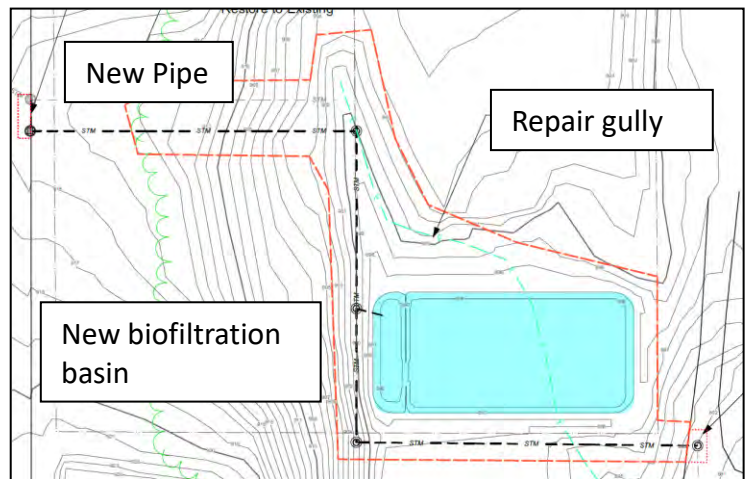
TO: Middle St. Croix WMO Board of Managers
FROM: Mike Isensee, Administrator
DATE: May 9, 2019
RE: 5a) Stillwater County Club Stormwater Retrofit Project

The MSCWMO, City of Stillwater, and Stillwater Country Club are proposing to enter into an agreement to construct a water quality improvement project on the southernmost parcel owned by the Stillwater Country Club. Funding for this project is provided through Clean Water Fund grants awarded in 2016 and 2018; St. Croix River Association Grant awarded in 2018; and Washington County Public Works Transportation Division cash in lieu of treatment for the CSAH 23 (3rd Street reconstruction in Stillwater) approved by the MSCWMO board on June 14, 2018.



Water Quality Practice Description

The practice will treat 9.4 acres of residential drainage that is currently discharging directly to Lake St. Croix. The proposed 7,750 ft² bioretention basin provides 11,625 ft³ of water quality storage and reduce total phosphorus (TP) loading to Lake St. Croix by 25.0 pounds per year based on WinSLAMM modeling. The 10 year cost benefit ranking of \$734.36 per lb. /yr., is #1 of 149 projects identified in the Lake St. Croix Direct Discharge Stormwater Retrofit Analysis.



Agreement Summary

The MSCWMO will administer and pay for construction the project. The MSCWMO will contract with the Washington Conservation District to install plants, provide establishment maintenance for year one and two, and provide annual maintenance until such time that the Stillwater Country Club utilize their water quality credit during reconstruction of the Club House or parking lot. The Stillwater Country Club provided the land for the basin and the agreed to a drainage and utility easement that encompasses the basin and the stormwater pipe. The City of Stillwater agreed to operate and maintain the stormwater pipe.

Requested Actions

Due to the cancellation of the April 11 regular MSCWMO Board meeting due to a snow storm and the requirement to expend grant funds by the end of 2019, the chair approved releasing the project for bids. Four separate actions are requested:

Action 1: Approval to enter into a cooperative agreement for the Stillwater County Club Drainage Improvement Project and to release the project for public bid.

Action 2: Approval to award the construction contract to Shoreline Landscaping for a total of \$183,615.45.

Action 3: Approval of a 5% construction contingency not to exceed \$9,180.00 to be utilized to address unforeseen costs and materials associated with the construction of the Stillwater County Club Drainage Improvement Project.

Action 4: Approve additional expenditures to not exceed \$12,400.00 for the 2019 Service Agreement between the Washington Conservation District and the MSCWMO for time and materials for the purchase, install, water, and maintain 2,000 perennial plants, trees, and shrubs for the Stillwater Country Club Stormwater Retrofit Project. Plants, installation, and maintenance are not included in the bid documents because it is more economical for the MSCWMO to have the WCD install the plants they are contracted to maintain.

Stillwater County Club Stormwater Retrofit Example Motions

Example Motion 1

Motion board member 1, second board member 2, to enter into agreement with the City of Stillwater and the Stillwater Country Club to construct, operate, and maintain the Stillwater Country Club Drainage Improvement Project in accordance of the terms outlines in the Cooperative Agreement.

Example Motion 2

Motion board member 1, second board member 2, to award the Stillwater Country Club Stormwater Retrofit Contract to Shoreline Landscape for a total of \$183,615.45.

Example Motion 3

Motion board member 1, second board member 2, to authorize a construction contingency amount not to exceed \$9,180.70 for the construction of the Stillwater Country Club Stormwater Retrofit project.

Example Motion 4

Motion board member 1, second board member 2, to authorize additional expenditures not to exceed \$12,400.00 for the 2019 Service Agreement between the Washington Conservation District and the MSCWMO for time and materials for the purchase, install, water, and maintain 2,000 perennial plants, trees, and shrubs for the Stillwater Country Club Stormwater Retrofit Project.

**COOPERATIVE AGREEMENT
STILLWATER COUNTRY CLUB DRAINAGE IMPROVEMENT PROJECT**

This Cooperative Agreement (“**Agreement**”) is made as of the ___ day of _____, 201___, by and among the Middle St. Croix Watershed Management Organization, a joint powers watershed management organization (“**WMO**”), Stillwater Country Club, Inc., a Minnesota nonprofit corporation (“**Club**”), and the City of Stillwater, a Minnesota municipal corporation (“**City**”). The WMO, the Club, 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 to reduce phosphorus discharge into Lake St. Croix (“**Lake**”).

1.2 This cooperative project involves diverting stormwater flows from the Club’s property, which is located at 1421 North 4th Street in the City of Stillwater (“**Club Property**”), the construction of new stormwater piping on the Club Property, the installation of an infiltration basin and pretreatment swale on the Club Property, and the removal of existing stormwater piping on the Club Property (collectively, the “**Project**”). The pretreatment swale, the infiltration basin, and the new storm sewer pipe to be constructed or placed as part of the Project are hereinafter collectively referred to as the “**Stormwater Management Facilities**.” As a result of the Project, stormwater will be diverted from running into the Lake, treated in the infiltration basin, and managed as part of the City’s existing storm sewer system.

1.3 WMO will bid, contract, and construct the Project on the Club Property. The Project includes the use of grant funding from the Clean Water Fund.

1.4 The purpose of the Project is to reduce sediment and phosphorous discharge to the Lake and will result in the Club, or a future owner of the Club Property, being awarded credit for volume control of 6,000 cubic feet (“**Credit**”) that can be applied toward new or redeveloped impervious surfaces on the Club Property, including parking lots, buildings, outside patios or sidewalk surfaces. The WMO is responsible for maintaining a record of the Credit and applying it to future projects as is appropriate.

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 Project; contracting to construct the Project in accordance with the designs, plans, and specifications; soliciting bids, awarding the contract, administering the contract, inspecting the work, and ensuring any warranty work to be performed by the contractor is

completed; installing and establishing vegetation on areas disturbed by the construction of the Project; operating, maintaining, cleaning, repairing, and replacing the pretreatment swale and infiltration basin until the utilization of any portion of the Credit by the Club; and conducting annual inspections of the Project. The WMO shall be responsible for reimbursing the costs to construct the Project as provided later in this Agreement.

2.2 The Club's duties include, but are not limited to, the operation, maintenance, cleaning, repair and replacement of the pretreatment swale and infiltration basin subsequent to the utilization of any portion of the Credit by the Club. The Credit will not expire as a result of WMO rule changes, including volume and rate control changes that may take place during the pre-development phase of the work to be performed on the Club Property.

2.3 Maintenance of the swale and infiltration basin by the WMO and the Club, as is required in sections 2.1 and 2.2 above, shall include (1) annual removal of accumulated sediment, trash, and debris, (2) annual eradication of noxious weeds and invasive species, (3) supplemental native vegetation, as needed, if barren areas form or if control of noxious or invasive species control exceeds 25% of the swale or infiltration basin area, (4) repair of any areas of erosion, as needed, and (5) replacement of nonfunctional filtration media impacted by sedimentation and with a measured infiltration rate less than 0.375 inches per hour.

2.4 The City shall be responsible for the operation, maintenance, cleaning, repair and replacement of new stormwater piping on the Club Property.

2.5 Once the Club utilizes the Credit, it shall become responsible for operating, maintaining, cleaning, repairing, and replacing the pretreatment swale and infiltration basin.

2.6 The swale and infiltration basin shall not be considered a "wetland" under Minnesota law for the purposes of future addition or modification.

3. **Payment.**

The WMO agrees to pay the actual costs of the Project, including costs associated with the development of the Agreement, design, construction and operations and maintenance as set forth in section 2 above. The Club and the City agree to pay for the operation, maintenance, cleaning, repair, and replacement costs set forth in section 2 above.

4. **Access.**

4.1 The Club hereby grants the City, the WMO, their employees, agents, and contractors a license to access the Club Property as needed to allow the WMO to design and construct the Project, to operate, maintain, clean, repair, and replace the pretreatment swale and infiltration basin, and to conduct annual inspections of the Project as provided in this Agreement. This license shall terminate once the Club uses its Credit and the WMO is no longer responsible for operation, maintenance, cleaning, repair, and replacement of the pretreatment swale and the infiltration basin.

- 4.2 The Club, with respect to the Club Property, hereby grants the WMO, its employees, agents, and contractors a license to access the Club Property 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 pretreatment swale and infiltration basin for the purpose of monitoring water quality and quantity, and the Project's efficacy.
- 4.3 Any party doing work pursuant to a license granted under this section shall be responsible for restoring the Club 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 Club Property being accessed.
- 4.4 The Club agrees to execute a drainage and utility easement to the developed watershed 100 year flood level of the basin. WMO will prepare the easement and submit to the Club and the City for signature and recording.
- 4.5 The Club agrees to execute a drainage and utility easement to the City with regard to the operation, maintenance, cleaning, repair and replacement of new stormwater piping on the Club Property. WMO will prepare the easement for its signature and recording.

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

CLUB: [Name, Title]
1421 4th Street North
Stillwater, MN 55082
[Phone Number]
[Email Address]

CITY: [Name, Title]
[Street Address]
[City, State, Zip]
[Phone Number]
[Email Address]

5.5 Liability. Each party is responsible 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 COUNTRY CLUB, INC.

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

CITY OF STILLWATER

By: _____

Its: _____

By: _____

Its: _____

Date: _____

EASEMENT FOR STORMWATER MANAGEMENT FACILITIES

For good and valuable consideration, Stillwater Country Club, Inc., a Minnesota nonprofit corporation (“Grantor”) grants and conveys an easement in favor of the City of Stillwater, a Minnesota municipal corporation (“Grantee”), as follows.

Recitals

- A. Grantor owns adjoining parcels of real property in Washington County, Minnesota, legally described in the attached Exhibit A (the “Property”).
- B. As part of a cooperative project to reduce phosphorus discharge into Lake St. Croix, Grantor has agreed to convey permanent easements over parts of the Property to Grantee for stormwater management purposes on the following terms.

Terms of Easements

- 1. Easement. Grantor hereby grants to Grantee permanent, non-exclusive easements as follows:
 - a) An easement for stormwater piping over, under, and across all that part of the Property described in the attached Exhibit B-1 (the “Stormwater Piping Easement Area”).
 - b) An easement for infiltration basin and pretreatment swale over, under, and across all that part of the Property described in the attached Exhibit B-2 (the “Water Treatment Easement Area”).

(Together the Stormwater Piping Easement Area and the Water Treatment Easement may be referred to as the “Easement Areas”).

The Easement Areas are depicted on the attached Exhibit C.

2. Scope of Easements.

- a) Stormwater Piping Easement. The easement for stormwater piping granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the Stormwater Piping Easement Area upon reasonable notice (except in the event of an emergency) for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing utilities, drainage ways and underground stormwater facilities in the Stormwater Piping Easement Area.
- b) Water Treatment Easement. The easement for water treatment granted herein includes the right of the Grantee, its contractors, agents, and employees, to enter the Water Treatment Easement Area upon reasonable notice (except in the event of an emergency) for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing an infiltration basin and a pretreatment swale, with appurtenances, in the Water Treatment Easement Area, together with improvements of any type that are not inconsistent with a water treatment easement, including drainage and utilities.

The foregoing easements granted herein also include the right to cut, trim, or remove from the Easement Areas any trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assignees.

3. Warranty of Title. The Grantor warrants that the Grantor is the fee owner of the Property and has the right, title and capacity to convey this easement to the Grantee.

4. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor and its successors and assigns.

STATE DEED TAX DUE: NONE

Dated _____

GRANTOR -- Stillwater Country Club, Inc.

By: _____

Its: _____

State of _____, County of _____

The foregoing instrument was acknowledged before me this ___ day of _____,
20___, by _____, as the _____ of Stillwater
Country Club, Inc., on behalf of the corporation.

NOTARY STAMP OR SEAL

Notary Public

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered
470 US Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

EXHIBIT A

Legal Description of the Property

Parcel 1

Lots 1, 2, and 3, in Block 20, Carli and Schulenburg's Addition to Stillwater, Minnesota, Washington County, Minnesota.

Parcel 2

Lots 4, 5, and 6, in Block 20, Carli and Schulenburg's Addition to Stillwater, Minnesota, Washington County, Minnesota.

(Abstract Property)

EXHIBIT B-1

Legal Description of the Stormwater Piping Easement Area

A 20.00 foot wide easement over, under and across Lots 2, 3, 4 and 5, Block 20, CARLI & SCHULENBERG'S ADDITION, Washington County, Minnesota. The centerline of said easement is described as follows: BEGINNING at the intersection of a line that is parallel with and 150.00 feet north of the south line of said Block 20 and the west line of said Lot 5, Block 20; thence easterly along said parallel line a distance of 150.00 feet, more or less to the east line of said Lot 5; thence southerly along the east lines of said Lots 5 and 4 a distance of 150.00 feet, more or less to the southeast corner of said Lot 4 and hereinbefore described centerline there terminating. EXCEPT the south 75.00 feet of said Lot 3.

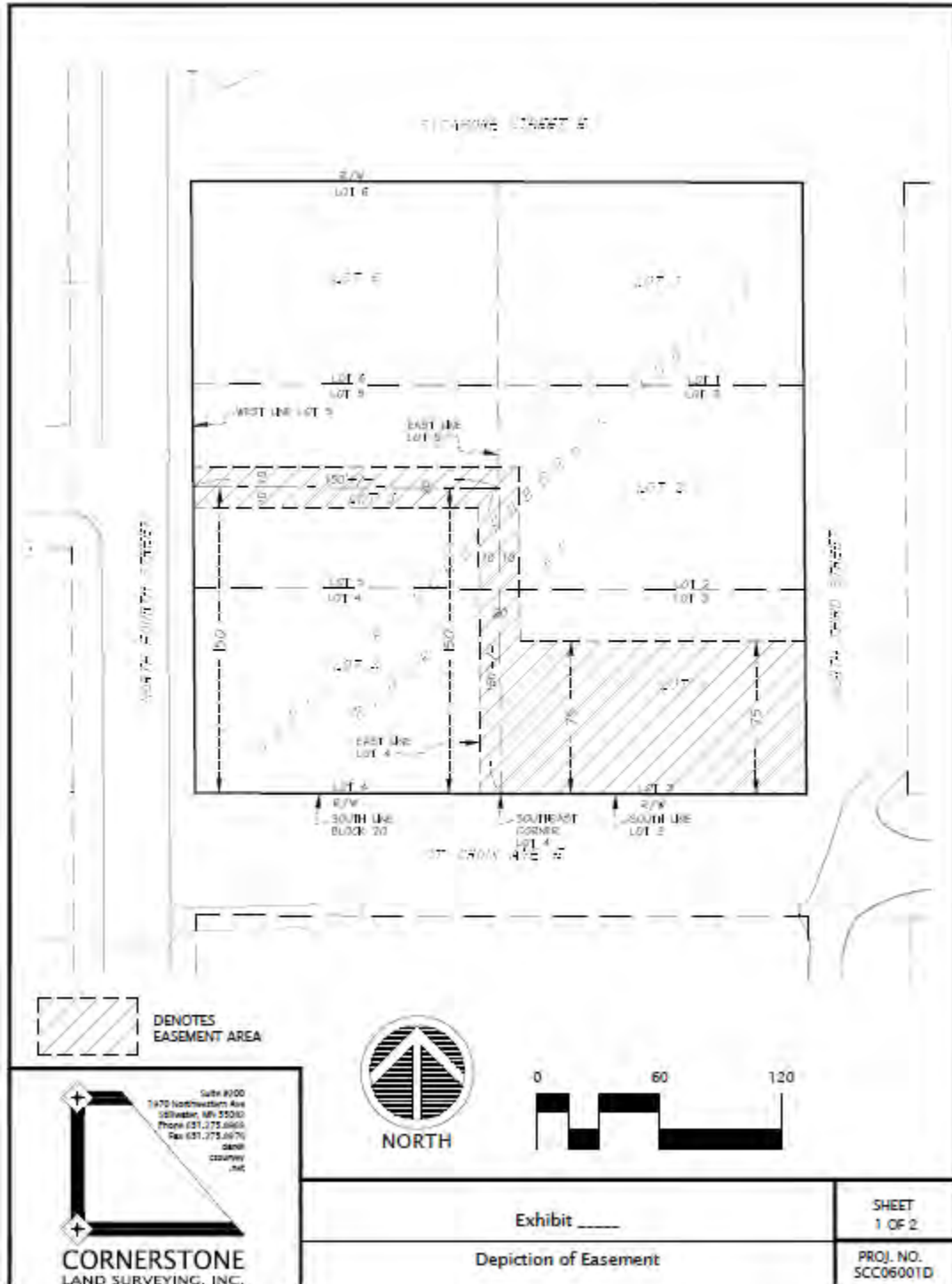
EXHIBIT B-2

Legal Description of the Water Treatment Easement Area

An easement over, under and across the south 75.00 feet of Lot 3, Block 20, CARLI & SCHULENBERG'S ADDITION, Washington County, Minnesota.

EXHIBIT C

Depiction of the Easement Areas



ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	Bell Excavating		New Look Contracting		Rachel Contracting		US SiteWork		Shoreline Landscaping	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
2021.501	MOBILIZATION	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 50,000.00	\$ 50,000.00	\$ 12,399.60	\$ 12,399.60	\$ 3,285.00	\$ 3,285.00	\$ 5,000.00	\$ 5,000.00
2101.505	CLEARING	ACRE	0.6	\$ 15,000.00	\$ 9,000.00	\$ 45,000.00	\$ 27,000.00	\$ 11,600.00	\$ 6,960.00	\$ 11,590.00	\$ 6,954.00	\$ 15,500.00	\$ 9,300.00
2101.505	GRUBBING	ACRE	0.6	\$ 6,000.00	\$ 3,600.00	\$ 30,000.00	\$ 18,000.00	\$ 11,600.00	\$ 6,960.00	\$ 11,590.00	\$ 6,954.00	\$ 14,000.00	\$ 8,400.00
2104.502	REMOVE CONCRETE APRON	EACH	1	\$ 500.00	\$ 500.00	\$ 725.00	\$ 725.00	\$ 1,310.00	\$ 1,310.00	\$ 296.00	\$ 296.00	\$ 100.00	\$ 100.00
2104.503	REMOVE SEWER PIPE (STORM)	LF	150	\$ 12.00	\$ 1,800.00	\$ 20.00	\$ 3,000.00	\$ 23.20	\$ 3,480.00	\$ 35.50	\$ 5,325.00	\$ 40.00	\$ 6,000.00
2104.503	REMOVE BITUMINOUS CURB	LF	20	\$ 8.00	\$ 160.00	\$ 5.00	\$ 100.00	\$ 54.90	\$ 1,098.00	\$ 5.30	\$ 106.00	\$ 5.00	\$ 100.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SY	34		\$ -		\$ -		\$ -		\$ -		\$ -
2106.507	EXCAVATION - CHANNEL AND POND	CY	1959	\$ 17.00	\$ 33,303.00	\$ 30.00	\$ 58,770.00	\$ 16.60	\$ 32,519.40	\$ 27.50	\$ 53,872.50	\$ 6.00	\$ 11,754.00
2106.507	COMMON EMBANKMENT (CV)	CY	45	\$ 15.00	\$ 675.00	\$ 20.00	\$ 900.00	\$ 10.00	\$ 450.00	\$ 8.70	\$ 391.50	\$ 6.00	\$ 270.00
2211.507	AGGREGATE BASE (CV) CLASS 5	CY	15.0	\$ 32.00	\$ 480.00	\$ 50.00	\$ 750.00	\$ 187.00	\$ 2,805.00	\$ 70.00	\$ 1,050.00	\$ 60.00	\$ 900.00
2231.509	BITUMINOUS PATCHING MIXTURE	TON	7.7	\$ 256.50	\$ 1,975.05	\$ 250.00	\$ 1,925.00	\$ 389.00	\$ 2,995.30	\$ 465.00	\$ 3,580.50	\$ 235.00	\$ 1,809.50
2451.507	FINE FILTER AGGREGATE (CV)	CY	202	\$ 89.20	\$ 18,018.40	\$ 40.00	\$ 8,080.00	\$ 55.30	\$ 11,170.60	\$ 43.50	\$ 8,787.00	\$ 64.00	\$ 12,928.00
2535.503	BITUMINOUS CURB	LF	20	\$ 18.75	\$ 375.00	\$ 12.00	\$ 240.00	\$ 71.70	\$ 1,434.00	\$ 79.00	\$ 1,580.00	\$ 30.00	\$ 600.00
2511.507	RANDOM RIPRAP CLASS II	CY	13	\$ 130.75	\$ 1,699.75	\$ 150.00	\$ 1,950.00	\$ 304.00	\$ 3,952.00	\$ 190.00	\$ 2,470.00	\$ 90.00	\$ 1,170.00
2511.515	GEOTEXTILE FILTER TYPE IV	SY	36	\$ 2.65	\$ 95.40	\$ 5.00	\$ 180.00	\$ 11.90	\$ 428.40	\$ 2.70	\$ 97.20	\$ 5.00	\$ 180.00
2540.618	CONCRETE PAVERS	SF	500	\$ 27.00	\$ 13,500.00	\$ 20.00	\$ 10,000.00	\$ 25.00	\$ 12,500.00	\$ 21.50	\$ 10,750.00	\$ 12.00	\$ 6,000.00
2502.503	4" PVC PIPE DRAIN	LF	80	\$ 25.00	\$ 2,000.00	\$ 30.00	\$ 2,400.00	\$ 13.00	\$ 1,040.00	\$ 30.00	\$ 2,400.00	\$ 11.00	\$ 880.00
2502.503	4" PERF PE PIPE DRAIN	LF	220	\$ 11.00	\$ 2,420.00	\$ 10.00	\$ 2,200.00	\$ 10.10	\$ 2,222.00	\$ 17.00	\$ 3,740.00	\$ 5.00	\$ 1,100.00
2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	6	\$ 125.00	\$ 750.00	\$ 350.00	\$ 2,100.00	\$ 261.00	\$ 1,566.00	\$ 298.00	\$ 1,788.00	\$ 60.00	\$ 360.00
2504.602	4" GATE VALVE & BOX	EACH	1	\$ 150.00	\$ 150.00	\$ 715.00	\$ 715.00	\$ 655.00	\$ 655.00	\$ 632.00	\$ 632.00	\$ 300.00	\$ 300.00
2501.502	18" RC PIPE APRON	EACH	1	\$ 1,070.00	\$ 1,070.00	\$ 2,500.00	\$ 2,500.00	\$ 1,270.00	\$ 1,270.00	\$ 1,130.00	\$ 1,130.00	\$ 900.00	\$ 900.00
2501.602	TRASH GUARD FOR 18" PIPE APRON	EACH	1	\$ 1,120.00	\$ 1,120.00	\$ 600.00	\$ 600.00	\$ 847.00	\$ 847.00	\$ 991.00	\$ 991.00	\$ 700.00	\$ 700.00
2503.503	15" RC PIPE SEWER DES 3006 CL V	LF	414	\$ 53.26	\$ 22,049.64	\$ 110.00	\$ 45,540.00	\$ 69.50	\$ 28,773.00	\$ 112.00	\$ 46,368.00	\$ 65.00	\$ 26,910.00
2503.503	18" RC PIPE SEWER DES 3006 CL III	LF	98	\$ 58.76	\$ 5,758.48	\$ 115.00	\$ 11,270.00	\$ 79.70	\$ 7,810.60	\$ 175.00	\$ 17,150.00	\$ 70.00	\$ 6,860.00
2503.602	18" PIPE PLUG	EACH	1	\$ 1,700.00	\$ 1,700.00	\$ 850.00	\$ 850.00	\$ 1,350.00	\$ 1,350.00	\$ 595.00	\$ 595.00	\$ 150.00	\$ 150.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1	\$ 1,800.00	\$ 1,800.00	\$ 2,200.00	\$ 2,200.00	\$ 774.00	\$ 774.00	\$ 1,005.00	\$ 1,005.00	\$ 1,200.00	\$ 1,200.00
2503.602	CONSTRUCT BULKHEAD	EACH	1	\$ 950.00	\$ 950.00	\$ 500.00	\$ 500.00	\$ 794.00	\$ 794.00	\$ 1,600.00	\$ 1,600.00	\$ 500.00	\$ 500.00
2506.502	ADJUST FRAME & RING CASTING	EACH	1	\$ 600.00	\$ 600.00	\$ 1,500.00	\$ 1,500.00	\$ 622.00	\$ 622.00	\$ 1,080.00	\$ 1,080.00	\$ 900.00	\$ 900.00
2506.502	CASTING ASSEMBLY	EACH	5	\$ 875.00	\$ 4,375.00	\$ 1,000.00	\$ 5,000.00	\$ 1,300.00	\$ 6,500.00	\$ 1,045.00	\$ 5,225.00	\$ 490.00	\$ 2,450.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN 48-4020 (B/B-1)	LF	21.9	\$ 1,086.95	\$ 23,804.21	\$ 600.00	\$ 13,140.00	\$ 484.00	\$ 10,599.60	\$ 696.00	\$ 15,242.40	\$ 490.00	\$ 10,731.00
2506.503	CONST DRAINAGE STRUCTURE DESIGN 60-4020 (C/C-1)	LF	4.6	\$ 1,086.95	\$ 4,999.97	\$ 1,000.00	\$ 4,600.00	\$ 1,040.00	\$ 4,784.00	\$ 1,400.00	\$ 6,440.00	\$ 527.00	\$ 2,424.20
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD	LF	3.3	\$ 939.40	\$ 3,100.02	\$ 1,000.00	\$ 3,300.00	\$ 881.00	\$ 2,907.30	\$ 1,095.00	\$ 3,613.50	\$ 1,500.00	\$ 4,950.00
2506.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	\$ 1,800.00	\$ 1,800.00	\$ 1,000.00	\$ 1,000.00	\$ 3,510.00	\$ 3,510.00	\$ 1,505.00	\$ 1,505.00	\$ 1,200.00	\$ 1,200.00
2506.601	INFILTRATION AND FILTRATION SYSTEMS	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 40,000.00	\$ 40,000.00	\$ 31,100.00	\$ 31,100.00	\$ 2,420.00	\$ 2,420.00	\$ 11,600.00	\$ 11,600.00
2506.602	CONSTRUCT CONTROL STRUCTURE	EACH	1	\$ 2,700.00	\$ 2,700.00	\$ 5,000.00	\$ 5,000.00	\$ 11,300.00	\$ 11,300.00	\$ 4,480.00	\$ 4,480.00	\$ 3,800.00	\$ 3,800.00
2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$ 1,800.00	\$ 1,800.00	\$ 850.00	\$ 850.00	\$ 2,210.00	\$ 2,210.00	\$ 2,100.00	\$ 2,100.00	\$ 1,500.00	\$ 1,500.00
2573.502	SEDIMENT CONTROL LOG TYPE COMPOST	LF	80	\$ 13.00	\$ 1,040.00	\$ 6.00	\$ 480.00	\$ 9.00	\$ 720.00	\$ 4.70	\$ 376.00	\$ 3.50	\$ 280.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	4	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00	\$ 327.00	\$ 1,308.00	\$ 136.00	\$ 544.00	\$ 200.00	\$ 800.00
2573.503	SILT FENCE, TYPE HI	LF	225	\$ 7.00	\$ 1,575.00	\$ 3.50	\$ 787.50	\$ 8.70	\$ 1,957.50	\$ 5.80	\$ 1,305.00	\$ 2.00	\$ 450.00
2574.505	SOIL BED PREPARATION	ACRE	0.7	\$ 2,000.00	\$ 1,400.00	\$ 600.00	\$ 420.00	\$ 3,670.00	\$ 2,569.00	\$ 291.00	\$ 203.70	\$ 1,500.00	\$ 1,050.00
2574.505	SUBSOILING	ACRE	0.1	\$ 2,000.00	\$ 200.00	\$ 1,500.00	\$ 150.00	\$ 24,400.00	\$ 2,440.00	\$ 2,710.00	\$ 271.00	\$ 78,000.00	\$ 7,800.00
2574.507	FILTER TOPSOIL BORROW	CY	197	\$ 27.00	\$ 5,319.00	\$ 60.00	\$ 11,820.00	\$ 67.80	\$ 13,356.60	\$ 71.50	\$ 14,085.50	\$ 82.70	\$ 16,291.90
2574.507	COMPOST GRADE 2	CY	24	\$ 80.00	\$ 1,920.00	\$ 120.00	\$ 2,880.00	\$ 53.80	\$ 1,291.20	\$ 39.00	\$ 936.00	\$ 91.90	\$ 2,205.60
2574.508	FERTILIZER TYPE 3	LB	18	\$ 2.50	\$ 45.00	\$ 6.00	\$ 108.00	\$ 1.20	\$ 21.60	\$ 2.70	\$ 48.60	\$ 30.00	\$ 540.00
2575.504	EROSION CONTROL BLANKETS CATEGORY 0	SY	2556	\$ 3.50	\$ 8,946.00	\$ 3.50	\$ 8,946.00	\$ 2.00	\$ 5,112.00	\$ 2.10	\$ 5,367.60	\$ 1.50	\$ 3,834.00
2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	SY	689	\$ 2.75	\$ 1,894.75	\$ 3.50	\$ 2,411.50	\$ 2.00	\$ 1,378.00	\$ 1.80	\$ 1,240.20	\$ 1.25	\$ 861.25
2575.504	TURF REINFORCEMENT MAT CATEGORY 2	SY	74	\$ 36.00	\$ 2,664.00	\$ 12.00	\$ 888.00	\$ 23.90	\$ 1,768.60	\$ 28.00	\$ 2,072.00	\$ 8.00	\$ 592.00
2575.505	SEEDING	ACRE	0.7	\$ 750.00	\$ 525.00	\$ 6,000.00	\$ 4,200.00	\$ 1,790.00	\$ 1,253.00	\$ 678.00	\$ 474.60	\$ 3,500.00	\$ 2,450.00
2575.505	WEED SPRAYING	ACRE	0.3	\$ 750.00	\$ 225.00	\$ 3,000.00	\$ 900.00	\$ 1,790.00	\$ 537.00	\$ 903.00	\$ 270.90	\$ 1,000.00	\$ 300.00
2575.506	WEED SPRAY MIXTURE	GAL	0.2	\$ 325.00	\$ 65.00	\$ 1,500.00	\$ 300.00	\$ 359.00	\$ 71.80	\$ 115.00	\$ 23.00	\$ 60.00	\$ 12.00
2575.502	SEED MIXTURE 21-111	LB	13.0	\$ 1.50	\$ 19.50	\$ 60.00	\$ 780.00	\$ 11.90	\$ 154.70	\$ 1.40	\$ 18.20	\$ 2.00	\$ 26.00
2575.508	SEED MIXTURE 25-151	LB	6.0	\$ 4.75	\$ 28.50	\$ 60.00	\$ 360.00	\$ 11.90	\$ 71.40	\$ 5.80	\$ 34.80	\$ 6.00	\$ 36.00
2575.608	SEED MIXTURE SPECIAL - WOODLAND EDGE	LB	6.0	\$ 390.00	\$ 2,340.00	\$ 60.00	\$ 360.00	\$ 89.60	\$ 537.60	\$ 40.50	\$ 243.00	\$ 180.00	\$ 1,080.00
2575.608	SEED MIXTURE SPECIAL - SEDGE BASIN	LB	2.0	\$ 360.00	\$ 720.00	\$ 60.00	\$ 120.00	\$ 89.60	\$ 179.20	\$ 35.50	\$ 71.00	\$ 240.00	\$ 480.00
2575.523	WATER	MGAL	0.6	\$ 4,500.00	\$ 2,700.00	\$ 1,500.00	\$ 900.00	\$ 10,200.00	\$ 6,120.00	\$ 339.00	\$ 203.40	\$ 1,000.00	\$ 600.00
Grant Total=				\$ 221,655.67		\$ 365,096.00		\$ 261,944.00		\$ 252,792.10		\$ 183,615.45	

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue N. Oakdale, MN 55128
Phone 651.330.8220 x22 fax 651.330.7747 www.mscwmo.org



MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Mike Isensee, Administrator
DATE: May 9, 2019

RE: 5b) Lily Lake Water Quality Improvement Projects

In 2018 the MSCWMO received \$78,760 from the Board of Water and Soil Resources from the Watershed Based Funding Grant for the watershed based funding for project implementation. On April 12, 2018, the MSCWMO Board of Managers approved the application of grant funds to design and install water quality practices in the direct drainage areas of Lily Lake and installation of water quality improvement projects on Perro Creek. The funding requires a minimum of 10% match.



Water Quality Practice Description

Two raingardens will treat 2.1 acres of residential drainage that is currently discharging direction to Lily Lake. The proposed bioretention basins are 200 ft² each providing a total of 400 ft³ water quality storage and reduce total phosphorus (TP) to Lily Lake by 1.8 pounds per year based on WinSLAMM modeling. The two basins were identified as five remaining high priority locations for raingardens in the Lily Lake Impaired Waters Desisting Roadmap.

Agreement Summary

Stormwater Facilities Agreements with each landowner have been completed. The agreements stipulate the MSCWMO will design, construct, and provide maintenance for the first two years of operation of the bioretention basins and requires the landowners provide long term maintenance of the basins.

Requested Actions

Due to the cancellation of the April 11 regular MSCWMO Board meeting due to a snow storm and the requirement to expend grant funds by the end of 2019, the chair approved releasing the project for bids. Four separate actions are requested:

Action 1: Approval to enter into a cooperative agreement for the Lily Lake Water Quality Improvement Projects and to release the project for public bid.

Action 2: Approval to award the construction contract to xxxxxx for a total of \$xx,xxx.xx.

Action 3: Approval of a 5% construction contingency not to exceed \$x,xxx.xx to be utilized to address unforeseen costs and materials associated with the construction of the Lily Lake Water Quality Improvement Projects.

Action 4: Approve additional expenditures to not exceed \$3,600.00 for the 2019 Service Agreement between the Washington Conservation District and the MSCWMO for time and materials for the purchase, install, water, and maintain 115 perennial plants for the Lily Lake Water Quality Improvement Projects. Plants, installation, and maintenance are not included in the bid documents because it is more economical for the MSCWMO to have the WCD install the plants they are contracted to maintain.

Lily Lake Water Quality Improvement Projects Example Motions

Example Motion 1

Motion board member 1, second board member 2, to enter into agreement with the City of Stillwater and the property owners at 905 Pine Tree Trail and 611 Lake Drive to construct, operate, and maintain the Lily Lake Water Quality Improvement Project in accordance of the terms outlined in the landowner agreements.

Example Motion 2

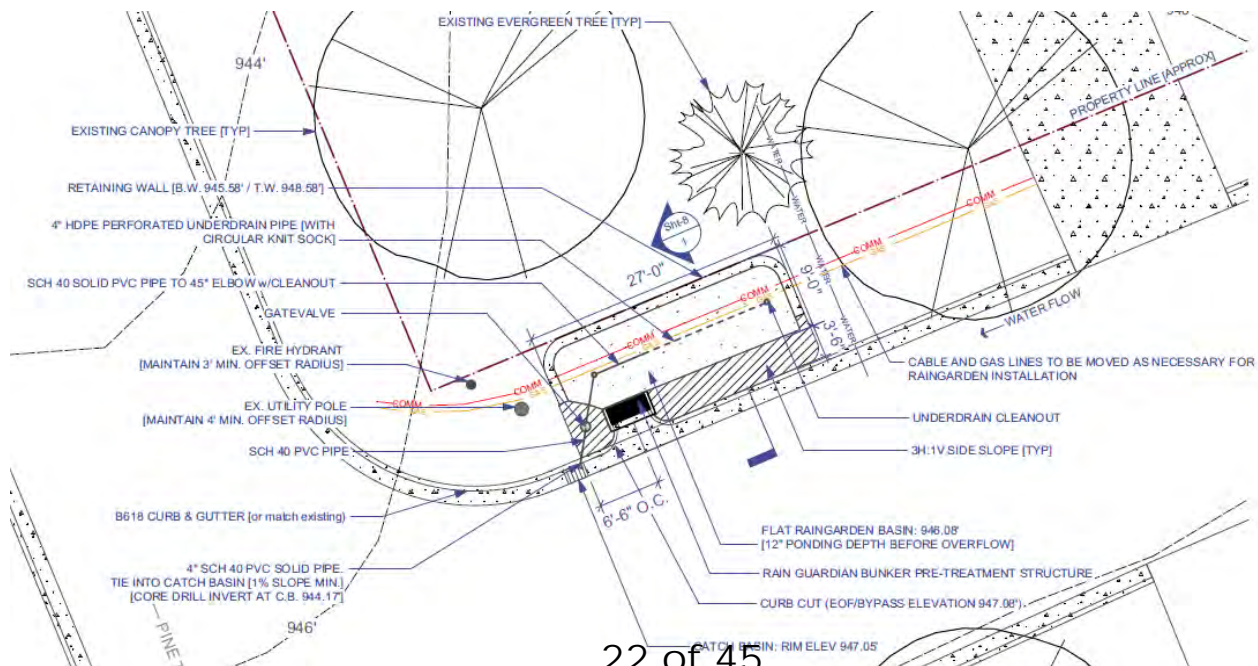
Motion board member 1, second board member 2, to award the Lily Lake Water Quality Improvement Projects Contract to xxxxxx for a total of \$xx,xxx.xx.

Example Motion 3

Motion board member 1, second board member 2, to authorize a construction contingency amount not to exceed \$x,xxx.xx for the construction of the Lily Lake Water Quality Improvement project.

Example Motion 4

Motion board member 1, second board member 2, to authorize an additional not to exceed amount of \$3,600.00 for the 2019 Service Agreement between the Washington Conservation District and the MSCWMO for time and materials for the purchase, install, water, and maintain 2,000 perennial plants, trees, and shrubs for the Stillwater Country Club Stormwater Retrofit Project.



**STORMWATER FACILITIES AGREEMENT AMONG PATRICIA A. JOHNSON, THE CITY OF STILLWATER, AND THE MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION
(Lily Lake Rain Garden Project)**

This Stormwater Facilities Agreement (“Agreement”) is entered into by and among Patricia A. Johnson (“Landowner”), the fee title owner of the property located at 611 Lake Drive, Stillwater, Minnesota, and legally described in the attached **Exhibit A** (“Property”), the City of Stillwater (“City”), a municipal corporation, and the Middle St. Croix Watershed Management Organization (“WMO”), a joint powers watershed management organization. The Landowner, the City, and the WMO may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The WMO adopted the Middle St. Croix Watershed Management Organization 2015-2025 Watershed Management Plan (“Plan”), a watershed management plan within the meaning of Minnesota Statutes, section 103B.231;
- B. The Plan includes a capital improvement program (“CIP”) that identifies a number of water quality project capital improvements, including to support the construction of facilities such as rain gardens;
- C. The Landowner desires to construct a stormwater-management rain garden (“Rain Garden”) that will be located within the City’s street right-of-way as shown in the attached **Exhibit B** (“Project Site”);
- D. The City is willing to allow the construction and maintenance of the Rain Garden within its street right-of-way located at 611 Lake Drive, subject to the terms and conditions of this Agreement; and
- E. The WMO desires to provide design and construction of the Rain Garden and to conduct initial maintenance of the Rain Garden to help decrease stormwater flowing into Lily Lake and reduce loading of stormwater volume and phosphorus, sediment and other pollutants to public waters in order to improve water quality in furtherance of the Plan.

AGREEMENT

In consideration of the mutual promises and agreements hereinafter set forth, and intending to be legally bound, the parties do hereby agree as follows:

- 1. **Design.** The WMO shall prepare the plans and specifications for the Rain Garden at its own cost. The WMO shall forward the draft plans and specifications (“Construction Plans”) to the Landowner and the City for review. The Landowner and City shall have at least 15 days to review and offer any comments they may have to the WMO on the proposed Plans. The WMO will work to incorporate the recommended changes to the extent reasonably feasible and will

prepare the final Construction Plans. The WMO will forward the final Construction Plans to the Landowner and the City, along with a proposed construction schedule.

2. **Construction**. The WMO shall be responsible for undertaking its usual contracting procedures to select and hire a contractor to construct the Rain Garden at the Project Site in accordance with the final Construction Plans. The WMO will notify the City and the Landowner when construction is completed. The WMO engineer will be responsible for certifying the Rain Garden was constructed in accordance with the final Construction Plans. The date on which the WMO engineer certifies the Rain Garden was properly constructed shall constitute the completion of construction for the purposes of this Agreement.
3. **Maintenance**.
 - (a) **Maintenance Plan**. Maintenance of the Rain Garden shall be done in accordance with the maintenance plan attached hereto as **Exhibit C** (“Maintenance Plan”). The Maintenance Plan may be amended to account for design and construction changes made in developing the final Construction Plans for the Rain Garden. Such amendments shall be incorporated in, and constitute, the Maintenance Plan for the purposes of this Agreement.
 - (b) **Initial Maintenance**. The WMO will maintain the Rain Garden for the two years following construction. During that period, the WMO will consult with the Landowner on the establishment of plants and the proper maintenance of the Rain Garden to better enable the Landowner to assume maintenance of the Rain Garden.
 - (c) **On-Going Maintenance**. The Landowner shall assume maintenance of the Rain Garden at the end of the initial two-year period and shall be responsible for maintaining the Rain Garden in accordance with the Maintenance Plan. The Landowner agrees to keep the Rain Garden in place and maintained for at least 15 years from the completion of construction. If the Landowner fails to maintain the Rain Garden in accordance with the Maintenance Plan, the WMO may, but is not obligated to, enter the Property to maintain the Rain Garden. The WMO will provide the Landowner written notice of the failure to maintain the Rain Garden, what must be done to correct the lack of maintenance and, that if the WMO elects to undertake maintenance activities, it may charge the costs of such maintenance against the Landowner.
 - (d) **General Maintenance Standards**. All construction and maintenance activities undertaken by the WMO and the Landowner on the Property will be conducted in a safe and workmanlike manner. In the event the Property is damaged by any activities relating to, or arising from, the exercise of any rights under this Agreement, the party responsible will promptly repair or restore any damage to the Property to the extent reasonably practicable, including alteration of existing grades and grading, filling and other activities within the Project Site as necessary to ensure the function and health of the Rain Garden. In the event that the Rain Garden is damaged during the term of this Agreement by City in the course of its maintenance or improvement of the street and right-of-way adjacent to the Property, including control of snow and ice and storage of snow in the right of way, the City and the WMO will meet to assess options for the repair, restoration or

- replacement of the Rain Garden including, but not limited to, options for the funding of such repair, restoration, or replacement.
4. **Costs.** The costs to construct and maintain the Rain Garden shall be paid for as provided in this Section.
 - (a) **Design, Construction and Initial Maintenance.** The WMO shall pay all costs of design, permitting, construction and establishment of the Rain Garden according to the Construction Plans, including the costs of establishing plants and maintenance of the Rain Garden in accordance with the Maintenance Plan for two years after completion of construction.
 - (b) **Ongoing Maintenance.** The Landowner shall be responsible for the costs to provide for the ongoing maintenance and repair of the Rain Garden after the initial two-year period of maintenance by the WMO. All such maintenance and repair work shall be done in accordance with the Maintenance Plan.
 5. **City License.** The City hereby grants a license to the WMO and the Landowner to enter, construct, maintain, repair, and inspect the Rain Garden in the portion of the City's street right-of-way identified as the Project Site, provided such work is done in accordance with the terms and conditions of this Agreement and the following:
 - (a) The City shall not be responsible for any damage that may result to the Rain Garden from its maintenance of the City's right-of-way.
 - (b) The City may require the Landowner to remove or reconfigure the Rain Garden if the City determines it will interfere with an improvement the City proposes to construct within its right-of-way. No such request may be made within ten years from the completion of construction of the Rain Garden unless no other reasonable alternative exists to accommodate the proposed improvement. Thereafter, any such request must be preceded by at least 12 months' written notice submitted by the City to the Landowner and the WMO. The City shall be responsible for the costs to remove or reconfigure the Rain Garden if it terminates the license within 10 years from the completion of construction.
 6. **Landowner Authorization and License.** The Landowner hereby grants the WMO, its officers, employees, and contractors a license to enter the Property to construct, maintain, repair, and inspect the Rain Garden at the Project Site in accordance with the terms and conditions of this Agreement. The Landowner agrees to not terminate the license for the term of this Agreement.
 7. **Agreement Binding.** This Agreement runs with the Property and shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. In the event that Landowner elects to convey the Property prior to the conclusion of the initial two-year period after construction of the Rain Garden, the Landowner shall notify the WMO at least 30 days before conveying the Property and will facilitate communication between WMO and the subsequent purchaser of the Property to help ensure the Rain Garden is constructed and maintained as contemplated by this Agreement.

8. **Signage; Public Access; Publicity.** The WMO, at its own cost and in consultation with Landowner, may place and maintain appropriate signage on the Property at the Project Site identifying and describing the Rain Garden and informing the public of its purposes. Any such sign shall be placed outside of the City's street right-of-way. Upon reasonable notice to Landowner, WMO representatives may accompany members of the public onto the Property to view the Rain Garden from time to time. This Agreement does not create any right of public entry onto Landowner's property except as coordinated with Landowner as provided herein. The WMO may reference the Rain Garden and its location, and may depict the Rain Garden in text, photographs or other media it provides to government agencies or to the public.
9. **Indemnification.**
- (a) **Generally.** Except as specifically provided herein, each party is responsible for its own acts and omissions and the results thereof. Minnesota Statutes, chapter 466 and other applicable law govern the City's and the WMO's liability. A party's approval of or concurrence in plans prepared by or on behalf of another party is solely to allow the first party to ascertain the nature and timing of its own contributions to the work described by this Agreement. Such approval does not in any respect constitute a certification or warranty to the other party, or any third party, of plans and specifications. No action or inaction of a party under this Agreement creates a duty of care for the benefit of any third party. This Agreement creates no right in and waives no immunity, defense or liability limitation with respect to any party who is not a party to this Agreement. Notwithstanding any other term of this Agreement, the WMO and the City waive no immunities in tort. Pursuant to Minnesota Statutes, section 471.59, subdivision 1a, neither the City nor the WMO will be liable for the acts or omissions of the other. For purposes of determining total liability for damages, the WMO and the City are considered a single governmental unit and the WMO's and the City's total liability will not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes, section 466.04, subdivision 1.
- (b) **Negligence.** Each party agrees to defend, indemnify and hold the other parties harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from the indemnifying party's negligent actions or inactions, or the negligent actions or inactions of the indemnifying party's agents or designees. The party or parties seeking to be indemnified and defended shall provide timely notice to the indemnifying party when the claim is brought. The indemnifying party shall retain all rights, defenses, and immunities available to the party or parties being indemnified.
10. **Insurance.** The Landowner shall remain solely responsible for maintaining property, liability and other insurance for its own use of the Property, such coverages shall include the Rain Garden.
11. **Term.** The Agreement is effective when fully executed by all of the parties and expires 15 years thereafter. The indemnification obligation in this Agreement shall survive termination.

12. **Notices**. Any written communication required under this Agreement will be addressed to the other parties as follows, except that a party may change its address for notice by so notifying the other parties in writing:

To Landowner:

Patricia A Johnson
2225 Orleans St W # 107
Stillwater, MN 55082

To WMO:

Administrator, Middle St. Croix Watershed Management Organization
455 Hayward Ave North
Oakdale, MN 55128

To City:

Director, Public Works/Engineering
City of Stillwater
216 – 4th Street North
Stillwater MN 55082

13. **Miscellaneous Provisions**.

- (a) **Independent Relationship**. The parties agree that no employee, representative, contractor, or consultant of any party to this Agreement has acted or may act in any respect as the agent or representative of any other party.
- (b) **Waiver**. A party's failure to insist on strict performance of any obligation under this Agreement or to exercise any option, remedy, or right herein will not waive or relinquish that party's right in the future to insist on strict performance of that or any other obligation. A party's waiver of a breach of an obligation of this Agreement will not be construed as a waiver of any subsequent breach of that or any other obligation. A waiver must be in writing and signed by the party.
- (c) **Compliance With Laws**. The parties shall comply with all applicable laws in performing their obligations and exercising their rights under this Agreement.
- (d) **Governing Law; Venue**. This Agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Washington County, Minnesota.

- (e) Entire Agreement. This Agreement contains all the negotiations and agreements among the parties hereto. No other understanding regarding this Agreement, whether written or oral, binds any party.
- (f) Amendment. Any amendment to this Agreement must be in writing and will not be effective until it has been signed by all of the parties.
- (g) Parties. References herein to the WMO, the City, and the Landowner include their respective officers, employees, agents, and contractors.

INTENDING TO BE BOUND, THE PARTIES EXECUTE AND DELIVER THIS AGREEMENT.

[LANDOWNER(S)]

----- Date:
 Name: _____
 Its: _____

----- Date:
 Name: _____
 Its: _____

CITY OF STILLWATER

----- Date:
 Name: _____
 Its: _____

----- Date:
 Name: _____
 Its: _____

APPROVED AS TO FORM & EXECUTION

 City Counsel

WMO MIDDLE ST. CROIX WMO MANAGEMENT ORGANIZATION

By: _____ Date:
 Mike Isensee
 Its administrator

Exhibit A
Legal Description of the Property

Lot 3, Block 2, HILL'S LILY LAKE ADDITION, City of Stillwater, Washington County, Minnesota, according to the recorded plat thereof, filed on the 18th day of July, 1960 in the Office of the County Recorder, Washington County, Minnesota.

EXHIBIT B Rain Garden Location

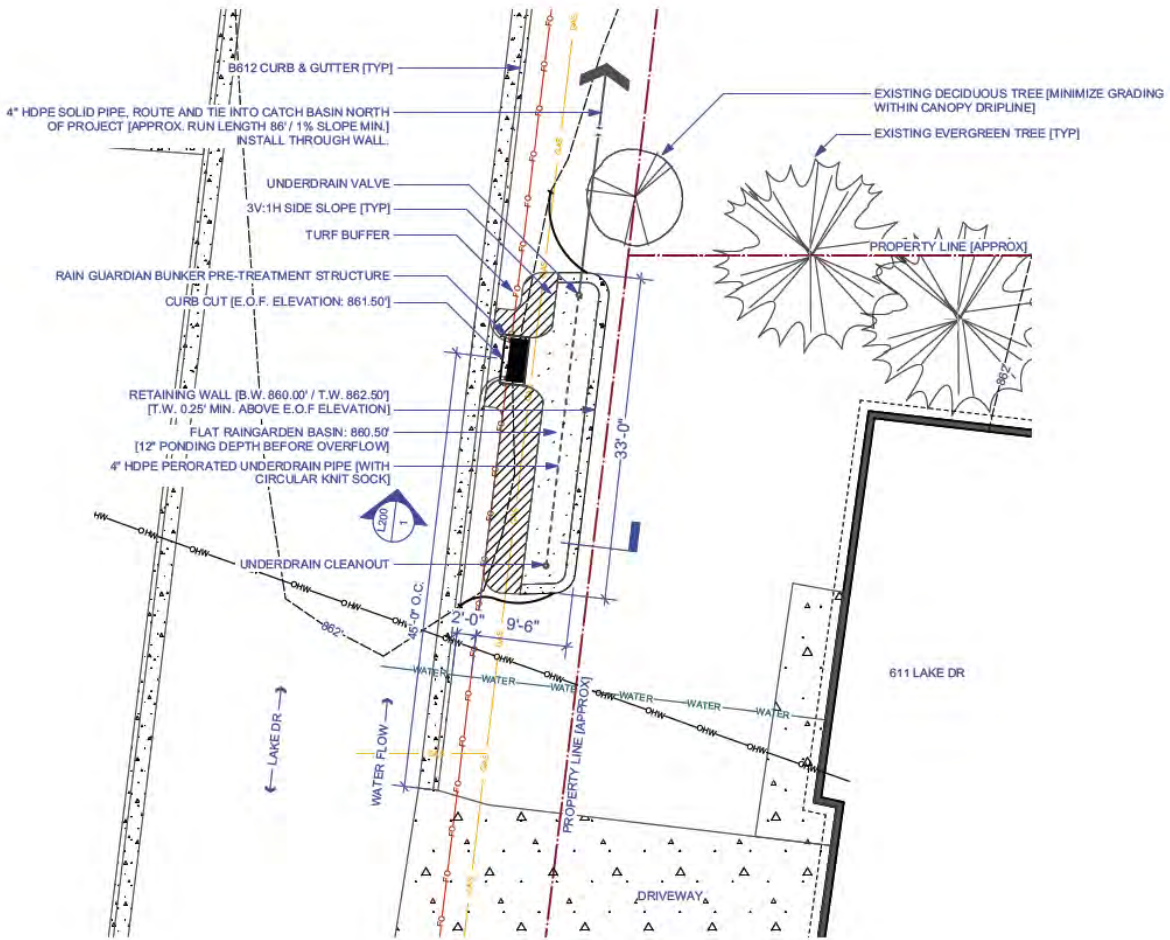


Exhibit C
Rain Garden Maintenance Plan & Schedule

Landowner must regularly inspect and repair or replace the rain garden's components and plants. Generally, this involves routine maintenance similar to any vegetated landscaped area.

Maintenance should be undertaken as follows and according to the following schedule:

- a. Annually, an inspection of the rain garden area should occur after rain events when any clogging will be obvious. After a rainstorm, inspect the cell and make sure that drainage paths are clear and that ponding water dissipates over 18 to 24 hours. (Water may pond for longer times during the winter and early spring.)
- b. Weed regularly, at least 2 times per year, once in late spring and once in late summer prior to flowering weeds going to seed.
- c. Clean out the pretreatment sump 2 times per year, once in the spring and once in the fall to remove accumulated sediment and leaves.
- d. During times of extended drought, look for physical features of stress (unrevived wilting, yellow, spotted or brown leaves, loss of leaves, etc.). Water in the early morning as needed.
- e. Contact the Washington Conservation District at 651-330-8220 with any maintenance questions or concerns.

Action 3: Approval of a 5% construction contingency not to exceed \$x,xxx.xx to be utilized to address unforeseen costs and materials associated with the construction of the Lily Lake Water Quality Improvement Projects.

Action 4: Approve additional expenditures to not exceed \$3,600.00 for the 2019 Service Agreement between the Washington Conservation District and the MSCWMO for time and materials for the purchase, install, water, and maintain 115 perennial plants for the Lily Lake Water Quality Improvement Projects. Plants, installation, and maintenance are not included in the bid documents because it is more economical for the MSCWMO to have the WCD install the plants they are contracted to maintain.

Lily Lake Water Quality Improvement Projects Example Motions

Example Motion 1

Motion board member 1, second board member 2, to enter into agreement with the City of Stillwater and the property owners at 905 Pine Tree Trail and 611 Lake Drive to construct, operate, and maintain the Lily Lake Water Quality Improvement Project in accordance of the terms outlined in the landowner agreements.

Example Motion 2

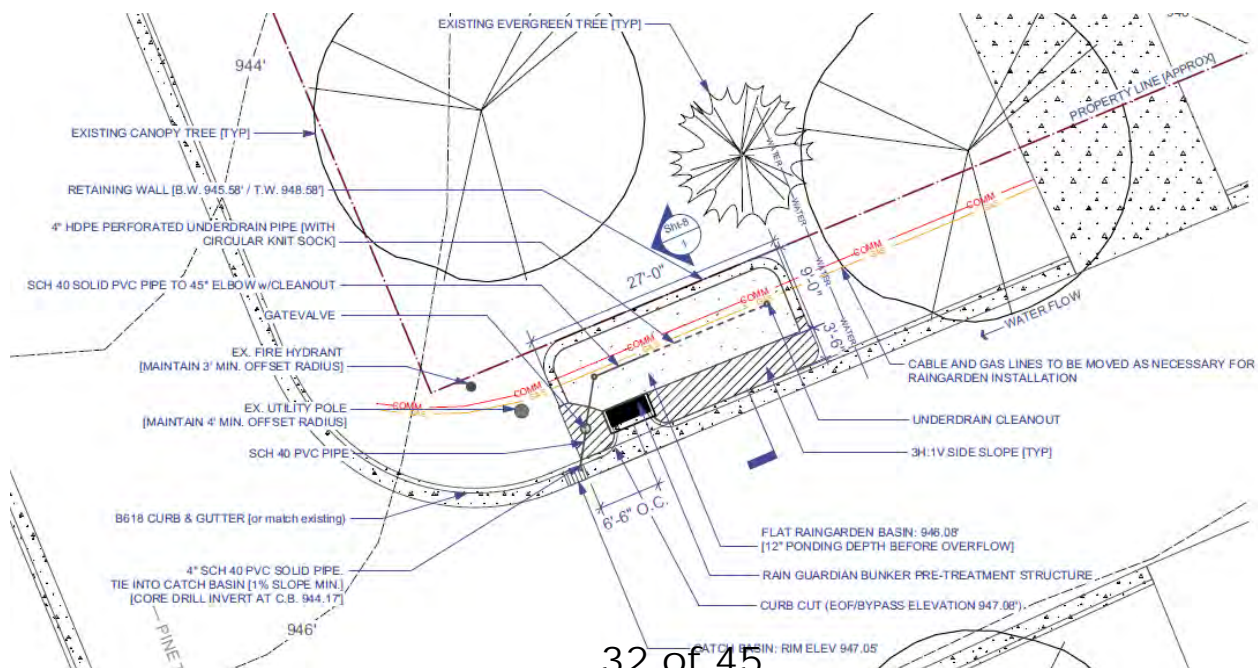
Motion board member 1, second board member 2, to award the Lily Lake Water Quality Improvement Projects Contract to xxxxxx for a total of \$xx,xxx.xx.

Example Motion 3

Motion board member 1, second board member 2, to authorize a construction contingency amount not to exceed \$x,xxx.xx for the construction of the Lily Lake Water Quality Improvement project.

Example Motion 4

Motion board member 1, second board member 2, to authorize an additional not to exceed amount of \$3,600.00 for the 2019 Service Agreement between the Washington Conservation District and the MSCWMO for time and materials for the purchase, install, water, and maintain 2,000 perennial plants, trees, and shrubs for the Stillwater Country Club Stormwater Retrofit Project.



MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue N. Oakdale, MN 55128
Phone 651.330.8220 x22 fax 651.330.7747 www.mscwmo.org



MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Mike Isensee, Administrator
DATE: April 11, 2019
RE: **6a) Adopt A Drain Program**

The Adopt-a-Drain program was created and is maintained by Hamline University's Center for Global Environmental Education on behalf of Watershed Partners, a metro area collaborative with 60+ partners.

The [Adopt-a-Drain](#) program has expanded to the entire seven-county metro area. The program engages community residents in helping to prevent stormwater pollution by cleaning leaves, litter and other debris off of storm drains near their homes.

Volunteers get reminders via text or email and are asked to report their actions on-line so that cities can track the program's impact. The East Metro Water Resource Education Program (of which the MSCWMO is a member) will be actively promoting this program throughout Washington County.

The use of the website for volunteers is free. Partner organizations receive access to volunteer adoption and clean-up data, the ability to update stormwater data, and a year-end summary of all the activity that occurred within their area. The website will also have the logo of the watershed when residents go to the site. The fee for the MSCWMO and our member communities to receive these benefits is \$500 per year.

Staff is recommending participating as a partner in the Adopt A Drain Program.

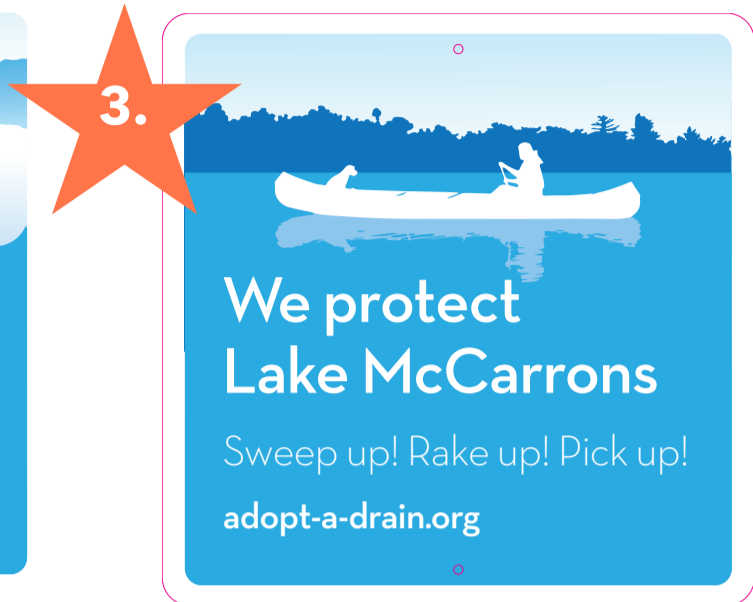
Example Motion:

Motion Board Member 1, second Board Member 2 to participate in the Adopt A Drain program for \$500 per year.

ADOPT-A-DRAIN MEMBERSHIP



MINNESOTA WATER
LET'S KEEP IT CLEAN



Level	Description	Cost	Deliverables	Terms and conditions
1.	Membership in Watershed Partners gives access to the basic partnership level of the Adopt-a-Drain program.	Based on city population or [watershed] annual budget (see table on reverse side).	<ul style="list-style-type: none"> Resident participation in Adopt-a-Drain program; participants receive automated email welcoming them to the program with links to information online. Access to purchase (at cost) customized Adopt-a-Drain print resources to promote Adopt-a-Drain, Access to digital Adopt-a-Drain promotional assets for social media, Access to purchase mailed packets and yard signs for participants, Access to reports on the number of drains adopted and the amount of debris reported in service area, Use of Clean Streets Clean Water neighborhood cleanup toolkit, Use of Clean Water MN stories, photo galleries, and tracked reports on click-throughs to Clean Water MN on SWPPP report, Watershed listserv, monthly meetings and trainings. 	Members agreed to promote Adopt-a-Drain in their service area using only approved, branded materials; and to use approved logos and fonts whenever representing the program online and via print. Membership fee is an annual fee. Reports are not shareable between entities, meaning, for example, that a Watershed District cannot join on behalf of its cities and share program information such as debris reports to be used on a SWPPP.
2.	Members of Watershed Partners can purchase a mailed packet that includes small Coroplast yard sign [not customized, see above].	Fee of \$11 per packet billed to partner.	<p>CGEE staff mails packet to resident that includes:</p> <ul style="list-style-type: none"> customized welcome letter with partner logo on it; printed Adopt-a-Drain welcome brochure with tips on how to Adopt-a-Drain and stay safe while doing it, instructions on waste disposal, and information on tracking and reporting collected debris; small Coroplast yard sign with the message: We protect Minnesota lakes, rivers and wetlands. Rake up! Sweep up! Pick up! Adopt-a-Drain.org 	Members sign a contract with CGEE agreeing to pay additional \$10 per resident who signs up to Adopt-a-Drain in their service area. (It's possible and encouraged for partners to share costs of signs and packets between cities and watershed districts.)
3.	Customized program materials and services; contract negotiated with CGEE (see example of a customized sign above).	Members of Watershed Partners have the option to order customized metal yard signs from CGEE, and to purchase other promotional materials and services.	CGEE staff customizes materials and has them fabricated for partner. Promotional and delivery services, and fees for those services, are negotiated with partners, who sign a contract for payment with CGEE. Sample estimated costs: Metal yard signs generally cost \$10-\$15 a piece, not including design fees or delivery. It's possible to mail the metal yard sign for about \$12. Mailed packets without a sign cost about \$4 a piece. Contact CGEE for more information about this option.	Partner agrees to use only approved, branded membership materials for promotion of Adopt-a-Drain, and to deliver Adopt-a-Drain materials and services professionally and in a timely manner. It is possible and encouraged for cities and watershed agencies to work together to cover costs and support for Adopt-a-Drain members in their joint service areas.

From: Carmen Simonet Design LLC
 354 Stonebridge Blvd.
 Saint Paul, MN 55105

Date: March 7, 2019

To: Mike Isensee
 Administrator
 Middle St. Croix Watershed Management Organization
 455 Hayward Ave.
 Oakdale, MN 55128

RE: Proposal for Professional Services: Redesign of MSCWMO website

Dear Mike:

Thank you for the opportunity to propose on the redesign of the Middle St. Croix Watershed Management website. This proposal is based on using Squarespace. The Squarespace platform is template based and contains a set of tools for customizing the styles and structure of the template. It also uses responsive design standards which means the website will look good and function well on all devices (desktop, tablet, phone).

Proposed Scope of Work

The following summarizes the tasks and hours estimated to perform the work.

TASK	ITEM	HOURS	COST
1	Project Start-up - Needs Assessment and Site Structure		
	Collect background information and share with client for review and discussion: 1) Download existing site directory. 2) Review newly updated websites of other watershed districts and watershed management organizations with the goal of identifying well organized content and positive user experience - create a list of good practices/trends for potential use in the redesign.	1.5	\$ 127.50
	Planning meeting with client, either online/phone or in person, to discuss goals of redesign, review current site directory, and discuss trends to consider incorporating into the redesign.	2	\$ 170.00
	Based on our meeting, prepare draft outline of site structure showing the flow and names of proposed pages and navigation. Client will assess and revise as needed.	2	\$ 170.00
	Subtotal		\$ 467.50
2	Site Design		
	Share link to the Squarespace development site with client, for ongoing review and comment.	NA	
	Select template and customize: Develop styles plan for overall website (font type and hierarchy; color palette; site, header and footer layout; etc.) and apply the styles to the template.	20	\$ 1,700.00
	Page Layout: Develop an overall strategy for page layout. Mock up homepage and a variety of other pages for client review.	16	\$ 1,360.00
	Subtotal		\$ 3,060.00

3	Content		
	Download existing website content, organize for use on new platform.	4	\$ 340.00
	Client to provide any new content in folders with the name corresponding to the page where it belongs.	NA	
	Optimize images for homepage, page banners, featured projects, news items, etc.	8	\$ 680.00
	Add content to pages. Upload and link documents and images to new pages. Estimating about 22 pages.	40	\$ 3,400.00
	Subtotal		\$ 4,420.00
4	Test and Launch Website		
	Transfer or redirect domain to Squarespace. (Discuss with client on preference).	2	\$ 170.00
	Cleanup site. Validate pages, check for errors, broken links.	4	\$ 340.00
	Subtotal		\$ 510.00
5	Content Management Documentation & Tutorial		
	Document general site information including the file structure, how to login into Squarespace and its content management area. Document details on site management including how to prepare and upload files, edit pages, and add links.	2	\$ 170.00
	Provide over the phone/online tutorial session with MSCWMO staff on how to access and use the content management area. Walk through preparing/uploading files, linking, and setting up a new page.	2	\$ 170.00
	Subtotal		\$ 340.00
	Total		\$ 8,797.50

Compensation for services will be at an hourly rate of \$85/hour.

This proposal sets forth an Agreement between you and Carmen Simonet Design LLC regarding this project. This Agreement will be effective for the duration of the services unless earlier terminated by either you or me. Upon your direction to proceed, Carmen Simonet Design LLC will begin work. If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided, and return it to me for my records.

Sincerely,

Carmen Simonet Design LLC

Accepted this ____ day of ____ 2019



By _____

By _____

Its President

Its

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

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Phone 651.330.8220 x22 fax 651.330.7747 www.mscwmo.org



MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Mike Isensee, Administrator
DATE: April 11, 2019

RE: 6c) St. Croix River Association Lake St. Croix Watershed Improvement (LSCWI) Grant

The St. Croix River Association has released a Request for Proposals for the LSCWI grant. Staff recommends applying to conduct targeting monitoring of Mulberry Ravine and stormwater outfalls to Lake St. Croix in Stillwater. This monitoring data will guide prioritization of project installations in catchments with the highest annual loading.

Example Motion:

Motion Board Member 1, second Board Member 2 to apply for the 2019 St. Croix River Association Lake St. Croix Watershed Improvement Grant.

Request for Proposals Lake St Croix Watershed Improvement (LSCWI)

The St. Croix River Association is soliciting proposals for funding consideration within the Lake St. Croix Watershed Improvement (LSCWI) program. The intent of the program is to encourage partnerships and capacity growth to: 1) identify sources of phosphorus nutrient loading to Lake St. Croix and 2) to implement best management practices to reduce phosphorus loading to Lake St. Croix to help meet Lake St. Croix TMDL phosphorus reduction goals.

Funding for this program comes from a Minnesota Clean Water Land and Legacy appropriation specifically for watershed improvements on the Minnesota side of the St. Croix watershed. The Minnesota Pollution Control Agency has made \$200,000 in funding available to the St. Croix River Association to allocate towards phosphorus reduction and monitoring activities beginning in 2019.

Selected projects are designed to measurably reduce nutrient runoff to Lake St. Croix and to gain a better understanding of nutrient movement throughout the watershed. Projects leverage technical and financial resources between organizations and their partners to complete on-the-ground activities within the Minnesota side of the St. Croix River watershed. Awards may not be used for lobbying, fundraising, political advocacy, or litigation.

Eligible Applicants:

Non-state agencies and organizations are eligible to apply, including local government units, non-profit organizations, institutions of higher learning, and other conservation organizations. All non-profit organizations must be registered as a 501(c)(3).

Project Timeline, Grant Amount, and Match Requirements:

A watershed improvement grant may be awarded for a period not to exceed **two years, and grantees must provide at least 25% of the total project cost. The maximum award amount is up to \$40,000 per application.** Match may be a combination of cash and in-kind from non-state sources. The SCRA may decrease the matching requirement to as low as 10% if the applicant can demonstrate in writing that fiscal circumstances are constrained to such an extent that fulfilling the matching funds requirement would impose undue hardship.

Proposal Submission:

Proposals should be completed by **Wednesday, May 15th, 2019** and submitted electronically to Monica Zachay, SCRA, at monicaz@scramail.com. Any format is acceptable if the content requirements below are addressed. Selections will be announced by June 1st, 2018 with an anticipated project start date of June 30th, 2018.

Proposal Review and Selection:

An evaluation of eligible projects received will be completed by a Proposal Ranking Team consisting of SCRA representatives and non-competing members of the St. Croix Water Resources Planning Team (Basin Team). Proposals will be evaluated based on clarity of the project description, goals, and activities; the overall need for the project; the extent to which resources are leveraged and partnerships utilized; and the overall impact of the project shown using measurable results.

Additional Information and Requirements:

Consideration will be given to all qualified applications. Applications selected for funding will be required to enter into a grant agreement with the SCRA. Payments will be based on reimbursable expenses. A semi-annual Accomplishment Report and a Final Report will be required of selected projects (further guidance will be provided). All implemented BMPs must be entered into the State of Minnesota's eLink and all monitoring data must be submitted to the MPCA for submittal into the EQUIS database.

Proposal Outline and Instructions:

The body of proposals should be no more than 4 pages (maps, budget, and project design plans may appear in an appendix). Proposals must contain the following information:

- 1) Project Title
- 2) Primary Points of Contact – *list names and contact information for lead applicant and any project managers associated with the project*
- 3) Project Area – *describe the project area*
- 4) Need – *describe the need for the project*
- 5) Project Description – *provide clear goals, objectives, activities, and results of your proposed project. For a phosphorus reduction project, the applicant must explain how the proposed project will result in a quantifiable reduction of phosphorus loading into Lake St Croix. For a proposed monitoring project, the applicant must explain how the project will lead to improved monitoring data or that the identified monitoring will lead to an increased understanding of current and future phosphorus levels in the applicant's targeted area. Applicants should provide supporting information, as applicable.*
- 6) Partner Engagement and Contributions – *list actively engaged partners and contributions (funds, staff, or other). Include a budget table clearly showing the financial contribution or dollar value of contribution in-kind from each partner.*
- 7) Monitoring and Evaluation – *describe how you will measure the impact of your project and estimated nutrient reductions, if applicable.*
- 8) Budget - *include a budget table clearly outlining how grant and matching funds will be spent over the two year project period. Include items such as staff wages, anticipated supplies, mileage, printing, consultant fees, and any additional expenses. Cash and in-kind contributions to the project must be identified in the budget as to source and use, and be applicable to the project.*
- 9) Letter of Support - *letters confirming cash and in-kind support from partners and other funding sources must be included with the application.*
- 10) Maps and project designs – *any pertinent project designs and maps of the project location may be included in the proposal as an appendix. Maps and project designs will not count towards the four page maximum proposal length.*

Application submissions, and additional questions regarding the application process and proposal eligibility should be submitted to:

Monica Zachay, *Land & Water Director*
St. Croix River Association
monicaz@scramail.com or (715) 483-3300

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

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MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Mike Isensee, Administrator
DATE: May 9, 2019
RE: 6d) 3M Settlement Groundwater Modeling Technical Review

On Feb. 20, 2018, the state of Minnesota settled its lawsuit against the 3M Company in return for a settlement of \$850 million. Minnesota's attorney general sued 3M in 2010 alleging that the company's production of chemicals known as PFCs had damaged drinking water and natural resources in the southeast Twin Cities metro area. After legal and other expenses are paid, about \$720 million will be invested in drinking water and natural resource projects in the Twin Cities east metropolitan region.

On April 3, the MSCWMO attended a meeting for watershed districts within the affected area. The "Drinking Water Supply Technical Subgroup 1 Meeting" was facilitated by the MPCA with technical presentations from MPCA, DNR, MDH, MGS, and the consulting firm Wood. The technical workgroup is seeking input from Watersheds on the development of a groundwater model which will serve as the basis for a Drinking Water Supply Plan for the communities within the PFAS plume area.

Action Items

Staff is requesting the board of managers approve the Administrator and the MSCWMO Consultant Senior Hydrogeologist, Stu Grub participate in the development of the groundwater model that will impact decision making for coming decades. The MPCA is offering reimbursement for time for participation in the technical workgroup and development of these plans. To participate, the MSCWMO must designate a signatory to approve reimbursement requests from the MPCA using the SWIFT (Statewide Integrated Financial Tool) system.

3M Groundwater Model Development Example Motions:

Example Motion 1:

Motion Board Member 1, second Board Member 2 to approve MSCWMO consultant and staff time to attend technical meetings, review and provide technical comments for the development of a groundwater model and a drinking water supply plan.

Example Motion 2:

Motion Board Member 1, second Board Member 2 to authorize the MSCWMO Administrator as the signatory for the State of Minnesota SWIFT.

Project Experience

Groundwater Modeling in Washington County

White Bear Lake Surface Water/Groundwater Interactions

White Bear Lake Business Owners Group./ Senior Hydrogeologist
Provided analysis and expert testimony regarding low water levels in White Bear Lake. Analyzed pumping and drawdown in area wells. Made revisions to the North and East Metro Groundwater Model developed by USGS to analyze the effects of various pumping rates on lake levels.

Ramsey, Anoka, and Washington County Wellhead Protection Modeling

Minnesota Department of Health. / Senior Hydrogeologist
Developed regional groundwater flow models used for wellhead protection planning. Modeled capture zones for all municipal wells in a three-county metropolitan area.

South Washington Watershed Infiltration Model

South Washington Watershed District. /Senior Hydrogeologist
Created a regional MLAEM groundwater model to evaluate stormwater infiltration effects on groundwater.

Valley Creek Groundwater Model

St. Croix Watershed Research Station. / Senior Hydrogeologist
Mapped groundwater resources and created a mathematical model of groundwater flow in the Valley Creek Watershed. Model was used to demonstrate potential effects of proposed municipal water supplies on trout habitat.

Surface Water-Groundwater Interaction Study (North Washington Groundwater Study)

Washington County, MN./ Senior Hydrogeologist
Managed this project which involved groundwater and surface water modeling, field measurements, groundwater elevation contouring, groundwater-dependent natural resource inventories, groundwater-surface water interactions in lakes and streams, monitoring well installation, and public education

Groundwater Related Studies

Various Watershed Districts. / Senior Hydrogeologist.
Responsible for evaluating many groundwater-related issues including Hardwood Creek total maximum daily load (TMDL), Brown's Creek trout habitat protection infiltration ponds, Kismet Basin Outlet infiltration areas, storm water permit reviews involving infiltration.

Gravel Pit Analysis

Lower St. Croix WMO, Carnelian Marine St. Croix Watershed District/ Senior Hydrogeologist.
Modeled potential effects of groundwater pumping on nearby water resources such as wetlands and spring creeks.



**Stuart E.
Grubb**

PG

Senior
Hydrogeologist

Mr. Grubb has over 30 years of experience in environmental consulting and has served as the lead senior hydrogeologist and project manager for large, multi-disciplinary environmental permitting projects and regional groundwater studies.

He has worked extensively with groundwater infiltration and recharge both on local and regional scales. Mr. Grubb has designed stormwater infiltration basins & modeled aquifer recharge for water resource management organizations.

Mr. Grubb has served as project manager for over 15 sites with leaking underground storage tanks or petroleum spills. He has conducted remedial investigations for sites polluted by petroleum, heavy metals, PCB's and volatile organic compounds, and has designed and conducted various remediation actions, including site closure.

Education

- 1985 Bachelor of Science in Geology, Carleton College
- 1989 Master of Science in Water Resources Science, University of Michigan
- 2004 Master of Business Administration, University of Saint Thomas

Professional Registration

#30051 MN Professional Geologist

Professional Affiliations

- MGWA Minnesota Ground Water Assoc. Past President
- National Ground Water Assoc.
- Society of Mining Engineers
- Freshwater Society
- Board of Directors

Areas of Expertise

- Hydrogeology
- Groundwater Modeling & Hydraulics
- Pollution Remediation
- Wellhead Protection & Assessments

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MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Mike Isensee, Administrator
DATE: May 9, 2019
RE: **6e) Monitoring Equipment Replacement**

Water quality monitoring technical staff sent the MSCWMO Area Velocity Sensor to the manufacturer testing because it was not operating within the required parameters. The manufacturer verified it was not functioning accurately and was not repairable.

The replacement unit is \$1,409.00. The expenditure will be taken out of the water quality monitoring equipment savings account (RBC Savings Account).

Due to the April 11, 2019 board meeting cancellation, the board chair approved the purchase and board approval is being requested after the purchase (and installation) of the monitoring equipment. Urgency was required so not to miss spring runoff water quality monitoring.

Example Motion:

Motion Board Member 1, second Board Member 2 to approve the purchase of a water quality monitoring area velocity sensor and 25.0' cord for \$1,409.00

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MEMORANDUM

TO: Middle St. Croix WMO Board of Managers

FROM: Mike Isensee, Administrator

DATE: April 11, 2019

RE: 7a) Perro Creek Shoreline Restoration Cost Share Application

Since 2018, the Bayport Girl Scouts Troop 56631 of Bayport has been working in partnership with the City of Bayport and the MSCWMO to restore native buffers on both sides of Perro Creek. In 2018 the Girl Scouts raised \$500 for native plants and installed for 100 linear feet along the Southwest side of Perro Park in Bayport. The buffers reduce shoreline erosion, block grass clippings from discharging into the creek, and re-establish native habitat along the creek corridor.

Material costs for erosion control blanket, mulch and plants for the next 100 linear feet is \$1,750. Technical staff recommend allocating \$1,750.00 from the 2019 MSCWMO Cost Share for the purchase of materials to support the Girl Scouts restoration of the next 100 linear feet of Perro Creek native buffer.

Example Motion

Motion board member 1, second board member 2 to approve expenditures from the MSCWMO Cost Share budget not to exceed \$1,750 for the Perro Creek Native Shoreline Restoration.



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Administrator's Report- April 2019

Administration

- MSCWMO Annual Audit
- MSCWMO 2018 Watershed Annual Report
- MSCWMO 2018 Water Monitoring Report

Project Reviews

- Villas at Inspiration, Bayport
- CSAH 24 TH 36 Project Team meeting, Stillwater
- Inspiration Phase IV Stormwater Basins Review, 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: 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: Completed.

Lake St. Croix Direct Discharge Phase II and Phase III

Description: \$151,000 (phase II) and a \$34,000 (phase III) grant for stormwater quality improvements in Oak Park Heights, Stillwater and Bayport (2015-2018). Currently working with the Stillwater Country Club to design a basin to reduce 25.0 lbs. of phosphorus per year discharging into Lake St. Croix.
Activities This Month: Final design and memo to 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: No action.

Perro Creek Water Quality Improvements Phase I and Watershed Based Funding

Description: \$63,000 CWF grant and \$20,000 allocation from CWF 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: No action.

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Gully Stabilization Grant

Description: \$30,000 St. Croix River Association Grant to reduce erosion and nutrients discharging to Lake St. Croix.

Activities This Month: Initial project cancelled. Communicating with grantors to apply the funding to the Stillwater Country Club project.

Watershed Based Funding- Lily Lake Raingardens

Description: \$53,000 Clean Water Fund allocation to improve water quality. The funding is approved to provide the design and installation of two raingardens on Lily Lake in Stillwater.

Activities This Month: Project sent out to bid.

Lake St. Croix Small Communities Phosphorus Reduction Grant

Description: \$200,000 grant for stormwater quality improvement south of Bayport (2019-2021)

Activities This Month: No action.

Meetings

- Master Water Stewards Capstone Project Meeting, March 9
- One Watershed One Plan Advisory Committee, March 14
- One Watershed One Plan Policy Committee, March 25
- TH36 CSAH 24 Project Meeting, April 2
- SSTS Risk Assessment Meeting, April 3
- MPCA 3M PFAS Meeting, April 3
- Inspiration Site Review with Bayport Public Works, April 4

Up Coming:

- One Watershed One Plan Advisory Committee, April 11
- Stillwater Country Club Board of Directors Meeting, Monday, April 15
- Washington County Water Consortium, Wednesday, May 1
- 3M Water Supply Technical Meeting, Wednesday, May 1
- One Watershed One Plan Policy Committee Meeting, Tuesday, May 28
- Girl Scouts Perro Creek Planting, Saturday, June 1