

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

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



Regular Meeting of the Middle St. Croix Watershed Management Organization

HELD REMOTELY DUE TO COVID -19 PANDEMIC

Attend ONLINE VIA ZOOM by clicking this link: <https://us02web.zoom.us/j/83545784944>

OR

Attend by CONFERENCE CALL by dialing +1 312 626 6799 – Meeting ID 835 4578 4944

Thursday, November 12th, 2020

6:00PM

1. Call to Order – 6:00PM
 - a. Approval of Agenda
2. Approval of Minutes
 - a. Draft minutes – October 8th, 2020 **pg. 1-4**
4. Treasurer’s Report
 - a. Report of savings account, assets for November 12th, 2020
 - b. Approve payment of bills for November 12th, 2020
5. Public Comment
6. Old Business
7. New Business
 - a. 3M PFAS Reimbursement Request **pg. 5-7**
 - b. 2021 MSCWMO-WCD Technical Services Agreement **pg. 8-14**
 - c. 2021 Permit Review and Meeting Dates **pg. 15**
 - d. 2021 Project Review Fees **pg. 16**
 - e. Biennial Request for Professional Services **pg. 17**
 - f. 2020 BMP Maintenance Program Summary **pg. 18-19**
8. Grant and Cost Share Applications
 - a. Trinity Lutheran Church Parking Cost Share Request **pg. 20-22**
 - b. Fix Cost Share Payment **pg. 23-25**
 - c. Martin Cost Share Payment **pg. 26-28**
 - d. Ballweg Cost Share Payment **pg. 29-32**
9. Plan Reviews/Submittals
 - a. Plan Review and Submittal Summary **pg. 33**
 - i. Fox-**INFORM**
 - b. Erosion and Sediment Control Inspection Reports **pg. 34-49**
10. Staff Report **pg. 50-52**
11. 1W1P Updates
 - a. Summary of Actions for Plan Adoption **pg. 53-54**

Middle St. Croix Watershed Management Organization Member Communities

Afton, Bayport, Baytown, Lakeland, Lakeland Shores, Lake St. Croix Beach, Oak Park Heights, St. Mary’s Point, Stillwater, & West Lakeland

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- b. Sample Resolution to Adopt **pg. 55-56**
- c. LSC Joint Powers Agreement **pg. 57-67**

- 12. Other
- 13. Adjourn

Regular Meeting of the Middle St. Croix Watershed Management Organization
HELD REMOTELY DUE TO COVID -19 PANDEMIC

Thursday, October 8th, 2020

6:00PM

Present: Brian Zeller, Lakeland Shores; John Fellegly, Baytown Township; Mike Runk, Oak Park Heights; Tom McCarthy, Lake St. Croix Beach; Beth Olfelt-Nelson, St. Mary's Point; Ryan Collins, Stillwater; Susan St. Ores, Bayport; Annie Perkins, Afton; Cameron Blake, WCD; Aaron DeRusha, WCD; Administrator Matt Downing; Christopher Smith, Public.

Call to Order

Manager Zeller called the meeting to order at 6:01 PM.

Approval of Agenda

Manager Fellegly motioned to approve the agenda and Manager McCarthy seconded the motion. The motion passed on a roll call vote with all in favor.

Approval of Minutes

Manager Fellegly motioned to approve the September 10th minutes and Manager Collins seconded the motion. The motion passed on a roll call vote.

Treasurer's Report

The treasurer's report was presented by Administrator Downing. The remaining checking account balance on October 8th 2020 for the month of September was \$560,129.38. First State Bank CDs were valued at \$38,549.15. The ending balance in the RBC savings account for August 2020 was \$65,548.32 and for September 2020 was \$71,106.53.

Bills to be approved this month are: Washington Conservation District (Administration): \$2,726.00; Washington Conservation District (Technical Services): \$4,103.11; Washington Conservation District (EMWREP): \$1,575.00; Washington Conservation District (Water Monitoring): \$5,410.26; Total: \$13,814.37.

Manager Zeller asked if the bank balance was so large due to the MSCWMO holding funds for large projects and Administrator Downing confirmed this, but informed the board that the funds would be leaving the account for these projects soon. The board requested this be noted in the Treasurer's Report as a footnote or asterisk to indicate the funds are committed and soon to be used for projects. Administrator Downing agreed and also considered that they are only insured at the bank up to \$260,000. All community contributions are paid for the year.

Manager Zeller moved to accept the treasurer's report and approve payment of bills. Manager Runk seconded this motion, and the motion passed on a roll call vote with all in favor. Manager Perkins arrived before 6:08PM. Dawn Bulera (Lake St., Croix alt.) also joined the board meeting.

Public Comment

Christopher Smith said he has a grant related question covered by one of the topics later in the agenda.

RBC Investment Account

Manager Zeller asked if the account could be opened in 3 month increments to see if the interest rate improves. Administrator Downing said the account manager at the bank did not recommend this but he could check. Manager Fellegly asked if they should just keep the RBF. Administrator Downing explained that the original purpose of the RBF was to build money for the next plan update in 2025, and for equipment so there was not a need for urgency. The board thanked Administrator Downing for exploring the options.

Manager Olfelt-Nelson motioned for staff to direct RBC to transfer all savings funds into a 1 year term CD, and reassess the market conditions upon maturity. Manager Perkins seconded this and the motion passed on a roll call vote with all in favor.

Floodplain Vulnerability Assessment Participation

Administrator Downing informed the board that CLFLWD, BCWD, and CMSCWD have all decided to fund this assessment and that it could offer useful insight to future floodplain planning efforts. There is no board action needed. Manager's Olfelt-Nelson and McCarthy both expressed individual interest for their communities and will talk to Administrator Downing at a different time. Manager Susan St. Ores (Bayport alt.) asked Administrator Downing to check with Adam Bell from Bayport as well as Manager Dahl. The board indicated their comfort in individuals of the board participating in these discussions.

Adopt-a-Drain Request

Metro Watershed Partners has requested that the MSCWMO continue participation in the Adopt-a-Drain Program for 2020. They are seeking a \$500 commitment to funding, similar to the request that was fulfilled in 2019. Preliminary indications from available data are that an exponential increase in adoptions occurred, particularly in Stillwater. Through our partnership in the program, these adopters are informed of and directed to the MSCWMO for additional resources related to water quality improvements.

Manager McCarthy motioned to approve \$500 to fund the AAD program in 2020. Manager Runk seconded this motion and it passed on a roll call vote with all in favor.

2021 Water Quality Monitoring Proposal

Administrator Downing presented the proposed 2021 water monitoring budget which would include the cost of monitoring for the implementation of the Lily Lake Alum Treatment. The proposal comes in under the budgeted amount for 2021.

Manager Fellegly motioned to approve the 2021 monitoring proposal, and Manager Collins seconded this motion. The motion passed on a roll call vote with all in favor.

Martin Permeable Parking Cost Share Request

Ann Martin is requesting a MSCWMO Water Quality grant to install up to 300 square feet of permeable pavers to reduce runoff from her roof and adjacent yard. The TP load reduction for the project is 0.58 lbs/year. The total for the paver portion of the quote is approximately \$6,825.00. Staff is recommending a cost share request of \$1,500.00, which is 22% of the install cost.

Christopher Smith asked if the project was required to include permeable pavers to meet city ordinance, and Administrator Downing explained that it was an elective project, because there was not enough impervious surface involved to trigger any stormwater rules.

Manager Zeller asked what the maximum amount of cost-share the MSCWMO offered for these projects and Administrator Downing explained there were ambiguous categories with “up to” amounts. The MSCWMO has previously covered around 15-20% of the total project cost for these voluntary WQ projects. The board discussed previous decision to increase the cost-share budget vs. offering more assistance through the TA budget. In 2019 the board approved an increase to \$20,000 to accommodate more of these projects. The board has currently spent 83% of this budget (\$16,685.50). Manager Perkins asked what the frequency of these requests was and Administrator Downing said there was usually an increase after educational/public events. There is no downside to not using the full budgeted amount as the value will just roll over into the next year.

The board discussed impervious surfaces and pervious paver projects, with Manager Olfelt- Nelson wondering how permeable surfaces were treated when projects were below the MSCWMO stormwater trigger but on lots with a large percentage of impervious surface. Manager Zeller said this would vary based on the community. Some communities can chose to give infiltration credits, and river communities can be different in that regard. Manager Fellegly asked why different projects received different cost-share amounts and Administrator Downing explained that these projects had different costs, which is why the MSCWMO tried to be consistent in providing 15-20% of the total cost when it falls into the water quality category. The group discussed the role of the timing of these requests over the course of the year and whether it is an issue of cost share funds are used up early vs. being spread out over the course of the year. Administrator Downing explained that he would like to clarify the MSCWMO cost-share policy.

Manager Zeller motioned to approve the Martin cost share award of up to \$1500 and Manager McCarthy seconded this motion. The motion passed on a roll call vote with all in favor.

Erosion and Sediment Control Inspection Reports

Administrator Downing introduced ESC Inspector Aaron DeRusha from the WCD. Aaron DeRusha presented the materials he created and sent out to contractors to help them prepare their sites during the fall and spring, which are the times of year when soil erosion risk is the highest. He explained it is easier to stop erosion before it becomes sedimentation, and this is done by covering the soil somehow with blanket, hay, or hydromulch. The managers thanked Mr. DeRusha for his work.

Staff Report

Administrator Downing went through the staff report. The county budget workshop is on October 20th and Administrator Downing asked if anyone would be available, although he doesn't believe the WMO will have any issue from the commissioners about their budget. The Lily Lake project should begin in 2021, and the Lake. S.t Croix Beach project has already begun. The last sampling event of Perro Creek for E.coli showed no human markers which left the next steps unclear, although Administrator Downing was not recommending nay further sampling events; there will be a report on the E. coli sampling by the end of the year which will include a map of the findings. The samples taken this year can be stored and re-tested for additional animal markers to narrow down the source of the E. coli should the managers choose.

1W1P Updates

Manager Fellegy doesn't have any new information for the board as the plan is still in the BWSR review process. The next Policy Committee meeting is October 25th. Administrator Downing will check in with Manager Fellegy about next steps in the 1WW1P process.

Adjourn

Manager Fellegy motioned to adjourn and Manger Runk seconded that motion. The meeting adjourned at 6:53 PM.

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MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Matt Downing, Administrator
DATE: October 9th, 2020

RE: 7a.) 3M PFAS Contamination Groundwater Model Technical Services Reimbursement Request

Our consultant at EOR has been reviewing documents and providing technical input on the development of the water supply groundwater model as part of the 3M PFAS settlement. Staff is requesting reimbursement from MPCA totaling \$1,352.00 (EOR April, September).

Recommended Board Action- Approve Submittal of 3M PFAS Reimbursement Request Totaling \$1,352.00

Invoice

Emmons & Olivier Resources, Inc.
1919 University Ave. W, Ste 300
St. Paul, MN 55104-3455
Phone 651.770.8448
Fax 651.770.2552
www.eorinc.com



Invoice Total \$760.50

Matt Downing
Middle St. Croix WMO
C/O WCD
455 Hayward Avenue North
Oakdale, MN 55128

May 19, 2020
Invoice No: 00405-0011 - 8

Job 00405-0011 3M Groundwater Model Review

Summary of Work Performed:
•Attended subgroup 1 meeting 4/15/2020.
•Wrote project update memo for the MSCWD Board.

Professional Services from April 1, 2020 to April 30, 2020

Professional Personnel

	Hours	Rate	Amount	
Professional 4	4.50	169.00	760.50	
Totals	4.50		760.50	
Total Labor				760.50
		Total this Invoice		\$760.50

Invoice

Emmons & Olivier Resources, Inc.
1919 University Ave. W, Ste 300
St. Paul, MN 55104-3455
Phone 651.770.8448
Fax 651.770.2552
www.eorinc.com



Invoice Total \$591.50

Matt Downing
Middle St. Croix WMO
C/O WCD
455 Hayward Avenue North
Oakdale, MN 55128

October 27, 2020
Invoice No: 00405-0011 - 10

Job 00405-0011 3M Groundwater Model Review

Summary of Work Performed:
Attended subgroup 1 meeting 9/16/2020.

Professional Services from September 1, 2020 to September 30, 2020

Professional Personnel

	Hours	Rate	Amount	
Professional 4	3.50	169.00	591.50	
Totals	3.50		591.50	
Total Labor				591.50
		Total this Invoice		\$591.50

**2021 SERVICE AGREEMENT
BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION**

A. PARTIES

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

B. PURPOSE

WHEREAS, the MSCWMO has requested assistance from the WCD to implement the policies specified in MINN. STAT. §§ 103A.206 and 103D.201; and

WHEREAS, the WCD is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7 and 103D.335, subd. 21.

NOW, THEREFORE, the parties agree as follows:

C. TERM OF CONTRACT

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

D. SCOPE OF SERVICES

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

E. COST

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

- Exhibit A: Administrative Services - \$33,890.00
- Exhibit B: Technical Services - \$53,158
- Exhibit C: Water Monitoring Services - \$21,988.00

TOTAL: \$109,036.00

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

F. BILLING RATE AND PAYMENTS

1. Services in Exhibit A, B and Task 5 in Exhibit C are billed on an hourly basis at the rate of \$29.00 - \$84.00 per hour, based on personnel and task. Invoices for Exhibits A and B will be sent on a monthly basis and will list specifically the work performed.

AIS Watercraft Inspectors	\$29
Seasonal	\$39
Technician	\$59
Senior Technician/Specialist	\$64
Senior Tech II/Specialist II	\$70

Senior Specialist	\$76
Manager/Administrator/Engineer	\$84

Services for BWSR grants will be billed per the BWSR calculator. Tasks 1-4 in Exhibit C are billed on a lump sum basis for services and project expenses. Invoices in Exhibit C will be sent on a quarterly basis.

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

G. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, the WCD agrees to the following:

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

H. STANDARDS

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

I. DATA PRIVACY

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

J. AUDITS, REPORTS, AND MONITORING PROCEDURES

The WCD will:

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

K. INDEMNITY

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

L. INDEPENDENT CONTRACTOR

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

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

M. MODIFICATIONS

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

N. MERGER

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

O. TERMINATION

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

P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the MSCWMO used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the MSCWMO. The MSCWMO shall have the sole right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement.

**2021 SERVICE AGREEMENT
BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION**

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

APPROVED:

MSCWMO

WCD

BY: _____
Board Chair Date

BY: _____
Board Chair Date

BY: _____
Secretary Date

BY: _____
WCD Manager Date

Approval as to form and execution:

Date

EXHIBIT A

2021 MSCWMO ADMINISTRATIVE SERVICES AGREEMENT

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

TASK 1. Administrative Services

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

TASK 2. Bookkeeping

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

TASK 3. Meeting Minutes

The WCD will provide note taking services for all regularly scheduled MSCWMO Board meetings. These services will include a WCD staff member being present at MSCWMO meetings for note taking, and the compilation and presentation of meeting minutes to the board for approval prior to posting as public record.

BUDGET FOR 2020 = \$33,890.00

EXHIBIT B

2021 MSCWMO TECHNICAL SERVICES AGREEMENT

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

TASK 1. Review of Development Plans and Erosion Control Monitoring

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

TASK 2. Best Management Practices (BMP) Program Administration

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

TASK 3. Community Outreach and Education

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

TASK 4. Clean Water Grant Fund Administration and Implementation

The WCD will successfully carry out the work plan items identified in the Clean Water Fund Grants: Lake St. Croix Direct South Phase 1 (and Phase 2 if awarded) and Lily Lake Delisting grants. The WCD will administer and implement the grants in cooperation with member community staff and in compliance with Board of Water and Soil Resource documentation and reporting requirements.

TASK 5. Establishment Period Maintenance of Clean Water Grant Funded Projects

The WCD will carry out maintenance and outreach activities during the establishment period of two years for targeted stormwater best management practices designed and installed as part of the cooperative retrofit program.

BUDGET FOR 2021 = \$53,158

EXHIBIT C

2021 MSCWMO WATER MONITORING SERVICES AGREEMENT

TASK 1. Lake Monitoring Services

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

TASK 2. Lily Lake Alum Treatment Monitoring Services

The WCD will monitor Lily Lake to assess buffering capacity for an alum treatment and the conditions of benthic water. Hypolimnetic samples and near shore pH readings will be collected 14 times, April through October. In addition to baseline dissolved oxygen and temperature profiles, pH profiles and alkalinity samples will be collected prior to and following the alum treatment. Alkalinity samples and pH profiles will be used to calculate the lake's buffering capacity to increase the effectiveness of the alum treatment and water quality for aquatic life.

TASK 3. Brick Pond Flow and Water Quality Monitoring

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

TASK 4. Perro Creek Flow and Water Quality Monitoring

The WCD will install a fully automated monitoring station that collects stage, velocity, and discharge in 15-minute intervals at the Perro Creek outfall to Lake St. Croix. Flow measurements will be collected through the monitoring season, April through October. Monthly base grab samples and storm event composites will be collected to establish water quality and total discharge and loading to Lake St. Croix will be calculated.

TASK 5. Water Monitoring Report

A water monitoring report will be generated that will incorporate current and previous years' data.

Budget for 2021 = \$21,988.00

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MSCWMO PROJECT REVIEW PROCESS –SINGLE RESIDENTIAL LOT SUBMITTAL TIMING

Applications for qualifying projects shall be submitted for full review to the MSCWMO administrator at least 21 days prior to the scheduled meeting date of the MSCWMO Board. Late submittals or submittals with incomplete exhibits will be scheduled to a subsequent meeting date. Comments will be returned to the member community within 30 days of receipt of a complete application.

Member communities may require a reapplication meeting. The following table contains the pre-application meeting deadline, submittal deadline, and board meeting dates for 2021.

2021 PROJECT REVIEW IMPORTANT DATES

Pre-Application Meeting Deadline*	Submittal Deadline	MSCWMO Board Meeting
December 17 th , 2020	December 24 th , 2020	January 14 th , 2021
January 14 th , 2021	January 21 st , 2021	February 11 th , 2021
February 11 th , 2021	February 18 th , 2021	March 11 th , 2021
March 11 th , 2021	March 18 th , 2021	April 8 th , 2021
April 15 th , 2021	April 22 nd , 2021	May 13 th , 2021
May 13 th , 2021	May 20 th , 2021	June 10 th , 2021
June 11 th , 2020	June 18 th , 2020	July 8 th , 2021
July 15 th , 2021	July 22 nd , 2021	August 12 th , 2021
August 12 th , 2021	August 19 th , 2021	September 9 th , 2021
September 9 th , 2021	September 16 th , 2021	October 7 th , 2021
October 14 th , 2021	October 21 st , 2021	November 11 th , 2021
November 11 th , 2021	November 18 th , 2021	December 9 th , 2021

* *Not required*

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MSCWMO REVIEW FEES

The amount of the review fee is reviewed and revised by the MSCWMO Board of Managers on an annual basis or otherwise as warranted. An application is not deemed complete until the required fee has been submitted. Any costs incurred by the MSCWMO greater than the permit fee will be billed to the applicant. Projects not meeting applicable performance standards will require submittal of a new application and fee for re-review.

SINGLE LOT RESIDENCE REVIEW FEE: \$350

ALL OTHER DEVELOPMENT REVIEWS BY FEE SCALE

Total review fee = new or reconstructed impervious surface fee + land disturbance fee.

Standard 5.1 Water Quantity and Quality:			
Less than one acre of new or reconstructed impervious	\$400		_____
1-5 acres of new or reconstructed impervious	\$600		_____
5-20 acres of new or reconstructed impervious	\$1,500		_____
20 acres or more of new or reconstructed impervious	\$3,000		_____
Standard 5.2 Erosion and Sediment Control			
10,000 sqft-1 acre of land disturbance	\$350		_____
1 acre-5 acres of land disturbance	\$500		_____
5 acres-20 acres of land disturbance	\$750		_____
20 acres or more of land disturbance	\$1,500		_____
Total Review Fee			_____

Government entities are exempt from review fees

Projects not meeting applicable performance standards will require submittal of a new application and fee for re-review.

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MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Matt Downing, Administrator
DATE: October 26th, 2020

RE: 7e.) 2021-2022 Engineering and Legal Services Request

The MSCWMO is required to solicit for legal and engineering services every two years. Our current legal provider is Kennedy and Graven and our current engineering firm is Emmons and Olivier Resources. Staff will provide the request for quotes to the existing contractors as well as post the request on the public register.

Staff is seeking board input on advertising the RFP.

Discussion Item



MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Cameron Blake, Washington Conservation District
DATE: November 05, 2020
RE: 7f.) BMP Maintenance Program 2020 Summary

Agreement Summary:

Inlet cleanout on 10 raingardens in OPH Area D. Vegetative maintenance of the Perro Creek Shoreline Planting (Girl Scout Troop), Greeley Gully, the Stillwater Middle School IESF. Vegetative and inlet maintenance of the Stillwater Country Club BMP, and the 2019 raingarden installations (5): Ozark, St. Mary’s Church, 905 Pine Trail, and the 6th St. gardens. Maintenance assistance for the 2019 Bayport/Perro creek basins: 2 turf completed in 2019, one native planting completed in 2020.

- a) Maintenance activities include inlet cleanout, weed removal, supplemental planting, minor structural repairs, and litter removal.
- b) Material costs included composting and equipment rental.
- c) The WCD maintenance crew was used to support installation activities for new MSCWMO BMPs in 2020. The MSCWMO provided match for Golden Creeper eradication efforts in the Mulberry Ravine.

Services Provided:

Date	Activity	Time spent (hours)
3/6/2020	2020 maintenance/inspections planning	1
4/15/2020	2020 Bayport Basin Planting planning	2
4/20/2020	Inlet Cleanout	8.5
4/23/2020	Bayport Turf Basin lawn waste cleanout	8
5/5/2020	2020 Maintenance Planning and Mapping	2



5/13/2020	Inspect IESF, Greeley Gully, SCC	3
6/5/2020	Vegetative maintenance at all 2019 BMPs	9
6/8/2020	Vegetative maintenance at Perro Creek	3
6/11/2020	Vegetative maintenance at Greeley Gully	3.5
6/17/2020	SCC Inlet Cleanout, vegetative maintenance, and Perro planting prep	11
6/24/2020	Perro Planting prep	2
7/6/2020	Perro Planting prep and Perro Creek vegetative maintenance	1.5
7/29/2020	Watering new Bayport plantings	2
8/4/2020	Watering new Bayport plantings	3
8/5/2020	Greeley Gully vegetative maintenance, SCC Vegetative maintenance, SCC Inlet Cleanout	7.5
8/7/2020	Vegetative maintenance at Greeley Gully, IESF, 2019 Basins	5
8/19/2020	BMP Maintenance Program Meeting	1
9/2/2020	Inspect new Bayport plantings	1.25
9/24/2020	Mulberry Ravine Golden Creeper Evaluation	2
10/13/2020	2021 Planning and meeting with Bryan/Matt	3
11/3/2020	2020 BMP Maintenance Reporting	1

Expenditure Totals: \$4,079.75 for time (80.25 hours)

When possible the WCD maintenance program leverages other conservation resources to assist in BMP maintenance activities.

Recommendations for 2020:

Continue to provide routine maintenance for the Perro Creek Shoreline Planting (Girl Scout Troop), and inlet cleanout on 10 raingardens in OPH Area D. Perform second year of maintenance on MSCWMO projects installed in 2019 (5): Ozark, St. Mary’s Church, 905 Pine Trail, and the 6th St. gardens. Continue to provide maintenance assistance for the 2019/2020 Bayport BMPs (3). Continue to provide support for Golden Creeper eradication efforts in the Mulberry Ravine.

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: Bryan Pynn, WCD Staff
DATE: October 13, 2020
RE: **8a.) Trinity Lutheran Church - Cost Share Application**

Trinity Lutheran Church is requesting a MSCWMO Water Quality grant to install up to 3,000 square feet of Bee Lawn to improve pollinator habitat and slow runoff from 10,000 sq ft of adjacent property. The site is located at 115 4th Street North in Stillwater. The site was previously considered a great retrofit location based on the Lake St Croix Direct – North SWA due to its direct drainage to the St Croix River; but being in the DWSMA area in downtown Stillwater, infiltration practices are difficult to do and buffer strips such as this fit very well as an alternative BMP. A rough cost estimate and concept was prepared by WCD Staff.

This project would fit under the Landscaping for Water Quality grant program (\$500 cap).

Staff recommend approval.

Example Motion

Motion Board Manager 1, second Board Manager 2 to approve a cost share award not to exceed \$500.00 for the Trinity Lutheran Church Bee Lawn.

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue OAKDALE, MINNESOTA 55128
Phone 651.275.1136 x22 www.mscwmo.org



Landscaping for Habitat and Water Quality
Grant Application Form

1. Contact Information

Name Trinity Lutheran Church			
Address 115 4th Street N			
City Stillwater		State MN	Zip Code 55082
Project Location (if different than above)			
Lake or Stream (if applicable)		Previous Grant Recipient? What year? yes - 2011	
Home Phone		Work or Cell Phone 651-303-2594	
Email Address dohev4@comcast.net		Other Contact Info Sheila Maybanks, church member	

2. Project Type Raingarden Native Slope Stabilization Native Shoreline

3. Source of Runoff Roof Driveway Other (specify) lawn + building

4. Project Measurements

Size of Runoff Area (square feet) 10,000 sq. feet	Size of Raingarden / Native Slope Stabilization / Native Shoreline (square feet) 3000 sq. feet
--	---

5. Attach Project Plans and Completed Cost Estimate Worksheet.

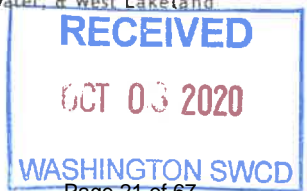
I certify to the best of my knowledge that the information included in this application is true, complete, and accurate. I acknowledge that if approved, cost share funding expires on November 30, 2020, unless an extension is granted by the MSCWMO prior to the expiration.

Signature of Applicant/Contact <i>S Maybanks</i>	Date 9-22-20	Signature of Property Owner <i>Christine R. Payne</i>	Date 9-29-20
---	-----------------	--	-----------------

Grants Policy

- Eligible project types are limited to native slope stabilization, raingardens and native shoreline stabilizations that demonstrate compliance with MSCWMO technical recommendations.
- Grant applicants must successfully complete an East Metro Watershed Education Program presentation and submit a grant application, project plan and cost estimate for the watershed to review and approval prior to beginning the installation. (Grant is not retroactive)
- Watershed staff will review applications, select grant recipients, verify completed projects and distribute grants in accordance to program policy.
- Applications requesting grant approval will be reviewed in two application rounds. Application must be received by a round's start date and awarded grants automatically expire if the project is not completed by the end date of the round it was awarded in.
- The Landscaping for Habitat Grant amount is limited to \$250.00 per approved application.
- The Landscaping for Water Quality amount is limited to \$500.00 per approved application. Qualifying projects must be raingardens or native shoreline restorations within the direct discharge areas of Lily Lake, Lake McKusick, Lake St. Croix or Perro Creek.
- Only one grant allowed per applicant per year. Applications not approved in a preceding round may be resubmitted for review in following rounds.
- Staff will prioritize grant awards based on watershed location, proximity to water resources and potential to provide water quality benefits.

Middle St. Croix Watershed Management Organization Member Communities
Afton, Bayport, Baytown, Lakeland, Lakeland Shores, Lake St. Croix Beach, Oak Park Heights, St. Mary's Point, Stillwater, & West Lakeland



GENERAL NOTES:

BEE LAWN: Create new Bee Lawn area along Myrtle Street.

BEE LAWN DIMENSIONS:

Width = 15 ft
 Length = 200 ft
 Total Area = 3,000 sq ft (approx)

BEE LAWN PLACEMENT: Keep a minimum 4' regular lawn strip between sidewalk and proposed bee lawn to help protect bee lawn from plow ridges and salt spray.

PROJECT COSTS:

Seedmix = \$200
 Core Aerator Rental = \$140 per day
 Herbicide or Mowing for Seedbed Preparation = In House
TOTAL COST = approx \$340

COST SHARE OPPORTUNITY:

The Middle St Croix Watershed Management Organization (MSCWMO) has a \$500 mini grant to apply for. No matching funds required. Paid on a reimbursement basis. See Bryan Pynn at Washington Conservation District, or MSCWMO directly, for application details.

WEED MANAGEMENT:

Recommend at least half season of weed management prior to installing seedmix.
 *If herbicide is used, apply once, let die, rake surface to get more weed seed to grow, the apply again once weeds come up. Should be about 6 weeks total. Aerate soils after total grass kill. Then seed in fall after frost or in the spring after melt. Do not remove grass prior to seeding.
 * If using mow-only method, let grass get tall, then mow it down to less than an inch height. Late August/Early September is a good time. Aerate after mowing, sow seed late fall or early spring.



1 Bee Lawn Area
 Scale: 1" = 40'-0"

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: Bryan Pynn, Washington Conservation District
DATE: November 2, 2020

RE: 8b) Fix Native Planting Cost Share Reimbursement Request

In September 2020, the MSCWMO board encumbered \$500.00 for a Native Plant grant in BMP cost share funds for installing a 2,000 sq ft native bluff planting, adding cover to bare soils and minor gullies. The project was installed in October 2020, and the homeowner is now requesting reimbursement. Homeowners will be expanding the restoration in 2021 and adding plugs to the existing seeded area. WCD staff approve the installation.

Project Cost: \$382.64
Amount of Phosphorus Removed: n/a
Cost Share Requested: \$382.64

Requested Board Action:

Motion by Board Member 1, seconded by Board Member 2, to approve final payment of \$382.64 for the installation of the Fix native bluff planting.

Photo (next page):



Before



After



RAMY TURF PRODUCTS

1329 N RIVERFRONT DRIVE, MANKATO MN 56001
PO BOX 3722, MANKATO MN 56001
PH: (800) 658-7269 - FAX: (507) 387-7033
www.RamyTurf.com
"...it starts with the seed"

Invoice

Date: 17-Sep-20 *Page 1*
Invc #: OP-73507-06
Acct #: STP.Ca

BILL TO Cash HomeOwner STP.
St Paul, MN 55104

SHIP TO Cash HomeOwner STP.
St Paul, MN 55104

Sale # OP-73507-06	Ordered: 17-Sep-20	Terms: COD
Sold By: House Accounts	Shipped: 17-Sep-20	Due: 17-Sep-20
Cust PO #:	Via: Custmr PickUp	FOB: .

	DESCRIPTION LOT CODE	QUANTITY	NET PRICE	EXTENSION Taxes/Taxes
1 Sale	EG RD 2S (100yd).Items. NONE.	2.00 items	\$35.000 /each	\$70.00
2 Sale	MN 35-221 RAMYT2008	12.17 PLS	\$23.5300007 /PLS	\$286.36

Total Lines:	\$356.36
Taxes/Taxes:	\$26.28
Invoice Total:	\$382.64

Tom Fix

gpchan@yq700.com

Square Payment
PAID

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: Bryan Pynn, Washington Conservation District
DATE: November 5, 2020

RE: 8c) Martin Permeable Paver - Cost Share Reimbursement Request

In October 2020, the MSCWMO board encumbered \$1,500.00 for a Water Quality grant in BMP cost share funds for installing a 300 sq ft permeable paver parking pad. The project was completed on November 5th, and the homeowner is now requesting reimbursement. WCD staff worked closely with the contractor to ensure MSCWMO BMP standards were followed. WCD Staff approve the installation.

Project Cost: \$6,525.90 (see attached, permeable pad and rigid insulation are only qualifying expenses)
Amount of Phosphorus Removed: 0.58 lbs/year
Cost Share Requested: \$1,500.00

Requested Board Action:

Motion by Board Member 1, seconded by Board Member 2, to approve final payment of \$1,500.00 for the installation of the Martin Permeable Pavers.

Photos:



After





ENVIRONMENTAL LANDSCAPE MGT., INC.

575 Schommer Drive Suite D
Hudson, WI 54016
Phone 715.386.7100 Fax 715.386.7636
Metro 651.436.1017

INVOICE

DATE:

INVOICE #
50-500

Bill To:
Ann Martin
1112 2nd St. N
Stillwater, MN 55082

For:
Landscape Project

Visit us online at www.elmonline.com

DESCRIPTION	AMOUNT
Chilton Retaining Installed as proposed	\$ 9,468.48
Permeable Parking Pad Installed as proposed	\$ 6,196.16
Wall Extension and Natural Stone Steps installed as proposed	\$ 5,751.20
Additions	
Additional Cypress Mulch installed as discussed	\$ 97.50
Ridged insulation to protect water line	\$ 329.74
Sales Tax	\$ 569.01
Less Down Payment	\$ (11,000.00)
Less Final Payment	\$ (11,412.09)
PROJECT PAID IN FULL	
TOTAL DUE WITH THIS INVOICE	\$ -

Make all checks payable to: **ENVIRONMENTAL LANDSCAPE**

THANK YOU FOR YOUR BUSINESS!

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: Brett Stolpestad, BMP Design Technician, Washington Conservation District
DATE: November 6, 2020

RE: 8d.) Ballweg Native Planting – 1980 Quinlan Ave S, Lakeland

In August 2020, the MSCWMO board encumbered \$250.00 for a Landscaping for Habitat Grant in BMP cost share funds for installing a 500 sq ft native planting on the corner of their property. The project was completed on October 5th, and the homeowner is now requesting reimbursement. WCD Staff approved the installation.

Project Cost: \$837.20
Amount of Phosphorus Removed: n/a
Cost Share Requested: \$250.00

Requested Board Action:

Motion by Board Member 1, seconded by Board Member 2, to approve final payment of \$250.00 for the installation of the Ballweg native planting.

Photos:



Paid Invoices (next page):

Printed: 9/11/2020 2:38:01 PM
Store: 1
Workstation: 7

Sales Receipt #11698

9/11/2020
Cashier: Torr
Page 1

Customer Copy



Out Back Nursery, Inc.

15280 110th Street So. Hastings MN 55033
Ph: (651) 438-2771 Fax: (651) 438-3816
www.outbacknursery.com

Bill To:
Anne Ballweg

Description 1	Attribute	Size	Orig Price	Disc %	Type	Qty	Price	Ext Price	Tax
Wild Columbine		01	\$9.95	30%	Buy 30 ge	24	\$6.97	\$167.16	T
False Solomon's Seal		01	\$12.95	30%	Buy 30 ge	9	\$9.07	\$81.59	T
Wild Ginger		Flat	\$49.00	25%		3	\$36.75	\$110.25	T

Subtotal: \$359.00
Tax 7.13 % Tax: + \$25.60
RECEIPT TOTAL: \$384.60

Credit Card: \$384.60 XXXX9952 Visa
Reference # 2000002688

Expiry Date: XX/XX Auth=007542
Entry: Swiped Merchant #***29618

Signature _____
I agree to pay above amount according to card issuer
agreement (merchant agreement if credit voucher).

Total Sales Discounts: \$143.36

PLEASE RETAIN FOR YOUR RECORDS

It is an honor and a privilege to serve you.



11698

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue N. Oakdale, MN 55128



Printed: 9/12/2020 11:26:04 AM
 Store: 1
 Workstation: 7

Sales Receipt #11702

9/12/2020
 Cashier: Tom
 Page 1

Customer Copy



Out Back Nursery, Inc.
 15280 110th Street So. Hastings MN 55033
 Ph: (651) 438-2771 Fax: (651) 438-3816
 www.outbacknursery.com

Bill To:
 Anne Ballweg

Description 1	Attribute	Size	Orig Price	Disc %Type	Qty	Price	Ext Price Tax
Wild Columbine		01	\$9.95	30%Buy 30 ge	-10	\$6.97	(\$69.65) T
False Solomon's Seal		01	\$12.95	100%	1	\$0.00	\$0.00 T
Dotted Mint		01	\$9.95	30%	6	\$6.97	\$41.79 T
Flowering Spurge		01	\$9.95	30%	2	\$6.97	\$13.93 T
Dotted Blazingstar		01	\$9.95	30%	4	\$6.97	\$27.86 T
Marsh Blazingstar		01	\$9.95	30%	3	\$6.97	\$20.90 T
Joe-Pye Weed		01	\$9.95	30%	1	\$6.97	\$6.97 T
Blanket Flower		01	\$9.95	30%	2	\$6.97	\$13.93 T
Wild Lupine		01	\$9.95	30%	3	\$6.97	\$20.90 T
Shooting Star		01	\$15.00	30%	4	\$10.50	\$42.00 T
Butterfly Milkweed		3"pot	\$5.50		5	\$5.50	\$27.50 T
Early Meadowrue		01	\$9.95	30%	4	\$6.97	\$27.86 T
Zig-Zag Goldenrod		01	\$9.95	30%	4	\$6.97	\$27.86 T
Aromatic Aster		01	\$9.95	30%	6	\$6.97	\$41.79 T

Subtotal: \$243.64
 Tax: 7.13 % Tax: + \$17.37
RECEIPT TOTAL: \$261.01

Credit Card: \$261.01 XXXX9952 Visa
 Reference # 2000002692

Expiry Date: XX/XX Auth=013244
 Entry: Swiped Merchant #***29618

Signature _____
 I agree to pay above amount according to card issuer agreement (merchant agreement if credit voucher).

Total Sales Discounts: \$105.59

False Solomon's was paid for on SR #11698.

PLEASE RETAIN FOR YOUR RECORDS
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Printed: 9/15/2020 2:41:17 PM
Store: 1
Workstation: 7

Sales Receipt #11714

9/15/2020
Cashier: Tom
Page 1

Customer Copy



Out Back Nursery, Inc.

15280 110th Street So. Hastings MN 55033
Ph: (651) 438-2771 Fax: (651) 438-3816
www.outbacknursery.com

Bill To:
Anne Ballweg

Description 1	Attribute	Size	Orig Price	Disc %	Type	Qty	Price	Ext Price	Tax
Great Blue Lobelia		01	\$9.95	30%		2	\$6.97	\$13.93	T
Hoary Vervain		01	\$9.95	30%		3	\$6.97	\$20.90	T
Blanket Flower		01	\$9.95	30%		3	\$6.97	\$20.90	T
Little Bluestem		01	\$9.95	30%		8	\$6.97	\$55.72	T
Mountain Mint		01	\$9.95	30%		4	\$6.97	\$27.86	T
Prairie Coreopsis		01	\$9.95	30%		4	\$6.97	\$27.86	T
Prairie Phlox		01	\$9.95	30%		4	\$6.97	\$27.86	T
Dotted Mint		01	\$9.95	30%		2	\$6.97	\$13.93	T

Subtotal: \$208.96
Tax 7.13 % Tax: + \$14.90
RECEIPT TOTAL: \$223.86

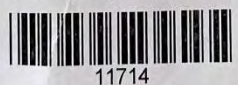
Credit Card: \$223.86 XXXX9952 Visa
Reference # 2000002702

Expiry Date: XX/XXAuth=022918
Entry: Swiped Merchant #***29618

Signature _____
I agree to pay above amount according to card issuer agreement (merchant agreement if credit voucher).

Total Sales Discounts: \$89.56

PLEASE RETAIN FOR YOUR RECORDS
It is an honor and a privilege to serve you.



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: Matt Downing, Administrator
FROM: Rebecca Nestingen, PE
DATE: November 5, 2020

RE: 9a) Plan Reviews/Submittals

The following is a summary of recent activity on projects submittals which qualify for plan review under the MSCWMO 2015 Watershed Management Plan (WMP):

- **Fox Trail.** The construction of a new trail down the bluff on a residential property is proposed at 1485 Rivercrest Road N. in Lakeland. A project application for review was received on October 22nd, 2020. A variance for construction within the bluff line will be needed from the City of Lakeland. Additional information regarding the surfacing of the trail was requested as well as materials for the erosion and sediment control plan. MWCMO staff are currently awaiting further information to complete the review and recommendation.



**MIDDLE ST. CROIX WATERSHED WMO
CONSTRUCTION SITE INSPECTION PROGRAM**

**EROSION & SEDIMENT CONTROL
INSPECTION REPORT**

Middle St. Croix Watershed WMO c/o
Washington Conservation District
455 Hayward Ave N
Oakdale, MN 55128
Phone: (651) 330-8220 x22
www.mscwmo.org

Bob Lind
16560 2nd St N
Lakeland Shores MN

October 14, 2020
MSCWMO Review #: 18-010
Electronic-Mailed (x)

Project: MN Party Bus

Dear **Bob Lind**:

The Middle St. Croix Watershed (MSCWMO) conducted an inspection for stormwater, erosion, and sedimentation control issues at the site noted above on **2020-10-13**. The following report summarizes the field inspection findings and describes areas of compliance/noncompliance with the MSCWMO Watershed Management Plan and approved construction plans.

Inspection information

Is this inspection routine or in response to a storm event: ✓ Routine Rainfall

Rainfall amount (if applicable):

Is site within one aerial mile of special or impaired water that can potentially receive discharge from the site? Yes ✓ No

Note: If **NA** is selected at any time, specify why in the comment area for that section.

Erosion prevention requirements

	Yes	No	NA
1. Are soils stabilized where no construction activity has occurred for 14 days (including stockpiles)? (7 days where applicable, or 24 hours during Minnesota Department of Natural Resources [DNR] Fish Spawning restrictions)		✓	
2. Has the need to disturb steep slopes been minimized?			✓
3. If steep slopes are disturbed, are stabilization practices designed for steep slopes used?			✓
4. Are ditches/swales stabilized 200' back from point of discharge or property edge within 24 hours? (Mulch, hydromulch, tackifier, or similar best management practices [BMPs] are not acceptable in ditches/swales if the slope is greater than 2%)			✓
5. Do pipe outlets have energy dissipation (within 24 hours of connection)?			✓
6. Is construction phasing being followed in accordance with the approved construction plans?			✓
7. Are areas not to be disturbed marked off (flags, signs, etc.)?			✓

Comments:

Soils not being driven over in rear of building near septic will require cover i.e. straw mulch, blanket, hydromulch, etc before freeze up.

Sediment control requirements

	Yes	No	NA
1. Are perimeter sediment controls installed properly on all down gradient perimeters?	✓		
2. Are appropriate BMPs installed protecting inlets, catch basins, and culvert inlets?			✓
3. Do all erodible stockpiles have perimeter control in place?			✓
4. Is there a temporary sediment basin on site, and is it built as shown in the approved stormwater management plan?			✓
5. Is soil compaction being minimized where not designed for compaction?			✓

Comments:

Berm has been created around perimeter boulder wall. Some silt fence maintenance necessary.

Maintenance and Inspections

	Yes	No	NA
1. Are all previously stabilized areas maintaining ground cover?			✓
2. Are perimeter controls maintained and functioning properly, sediment removed when one-half full?		✓	
3. Are inlet protection devices maintained and adequately protecting inlets?			✓
4. Are the temporary sediment basins being maintained and functioning properly?			✓
5. Are vehicle tracking BMPs at site exits in place and maintained and functioning properly?			✓
6. Is all tracked sediment being removed within 24 hours?			✓
7. Have all surface waters, ditches, conveyances, and discharge points been inspected?	✓		
8. Were any discharges seen during this inspection (i.e., sediment, turbid water, or otherwise)?		✓	

If yes, record the location of all points of discharge. Photograph and describe the discharge (size, color, odor, foam, oil sheen, time, etc.). Describe how the discharge will be addressed:

Comments:

Silt fence where fence meets west boulder wall along St. Croix Trail needs to be trenched in or supplemented with a biolog.

Other

	Yes	No	NA
1. Are pollution prevention management measures for solid waste, hazardous material, concrete, and truck washing in place?			✓
2. Is any dewatering occurring on site?			✓
If yes, what BMPs are being used to ensure that clean water is leaving the site and the discharge is not causing erosion or scour?			
3. Will a permanent stormwater management system be created for this project if required and in accordance with MSCWMO Performance Standards Section 7.2			
If yes, describe:			
4. If infiltration/filtration systems are being constructed, are they marked and protected from compaction and sedimentation?			
5. Is MSCWMO required buffer preserved around all streams, lakes, and wetlands during construction?			✓
Has buffer monumentation been installed?			✓

6. Description of areas of non-compliance noted during the inspection, required corrective actions, and recommended date of completion of corrective actions:

Install temporary or permanent soil cover on exposed soils before freeze up. Repair or supplement silt fence on west perimeter with biolog or trenched in silt fence.

7. Potential areas of future concern:

Comments:

Maintenance and Compliance Summary

Overall Site Grade:

C - Fair

A status described above as noncompliant must be addressed in accordance with the MSCWMO Standards. Follow-up inspections will be conducted on a regular basis.

Please contact me at the number below, or Matt Downing (mdowning@mnwcd.org) at (651) 330-8220 (ext. 29) if you have any questions.

Respectfully,

Aaron DeRusha (Cell: 612-816-7995)
MSCWMO Inspector
Cc: Matt Downing, MSCWMO

GRADE DESCRIPTIONS

A The site is in full compliance, all practices are in place, and the site is well maintained.

B The site is in compliance, but normal maintenance activities are required.

C The site is not in compliance. Maintenance or supplemental practices are required.

D The site is not in compliance. Erosion and sediment control practices are in poor condition and controllable water resources or off-site impacts are likely. Contact the District for a followup inspection as soon as correction measures have been taken.

E The site is in severe non-compliance. Controllable water quality or off-site impacts have occurred. Enforcement proceedings will be initiated unless immediate corrective actions are taken.



**MIDDLE ST. CROIX WATERSHED WMO
CONSTRUCTION SITE INSPECTION PROGRAM**

**EROSION & SEDIMENT CONTROL
INSPECTION REPORT**

Middle St. Croix Watershed WMO c/o
Washington Conservation District
455 Hayward Ave N
Oakdale, MN 55128
Phone: (651) 330-8220 x22
www.mscwmo.org

Tom Scanlan
125 Lakeland Shores Rd
Lakeland Shores MN

October 14, 2020
MSCWMO Review #: 17-013
Electronic-Mailed (x)

Project: Scanlan 125 Lakeland Shores Rd

Dear **Tom Scanlan**:

The Middle St. Croix Watershed (MSCWMO) conducted an inspection for stormwater, erosion, and sedimentation control issues at the site noted above on **2020-10-13**. The following report summarizes the field inspection findings and describes areas of compliance/noncompliance with the MSCWMO Watershed Management Plan and approved construction plans.

Inspection information

Is this inspection routine or in response to a storm event: ✓ Routine Rainfall

Rainfall amount (if applicable):

Is site within one aerial mile of special or impaired water that can potentially receive discharge from the site? ✓ Yes No

Note: If **NA** is selected at any time, specify why in the comment area for that section.

Erosion prevention requirements

	Yes	No	NA
1. Are soils stabilized where no construction activity has occurred for 14 days (including stockpiles)? (7 days where applicable, or 24 hours during Minnesota Department of Natural Resources [DNR] Fish Spawning restrictions)		✓	
2. Has the need to disturb steep slopes been minimized?			✓
3. If steep slopes are disturbed, are stabilization practices designed for steep slopes used?			✓
4. Are ditches/swales stabilized 200' back from point of discharge or property edge within 24 hours? (Mulch, hydromulch, tackifier, or similar best management practices [BMPs] are not acceptable in ditches/swales if the slope is greater than 2%)			✓
5. Do pipe outlets have energy dissipation (within 24 hours of connection)?			✓
6. Is construction phasing being followed in accordance with the approved construction plans?			✓
7. Are areas not to be disturbed marked off (flags, signs, etc.)?			✓

Comments:

Soils around rain garden should receive cover before freeze up i.e. straw blanket, hydromulch, sod, etc

Sediment control requirements

	Yes	No	NA
1. Are perimeter sediment controls installed properly on all down gradient perimeters?	✓		
2. Are appropriate BMPs installed protecting inlets, catch basins, and culvert inlets?			✓
3. Do all erodible stockpiles have perimeter control in place?			✓
4. Is there a temporary sediment basin on site, and is it built as shown in the approved stormwater management plan?			✓
5. Is soil compaction being minimized where not designed for compaction?			✓

Comments:

Maintenance and Inspections

	Yes	No	NA
1. Are all previously stabilized areas maintaining ground cover?			✓
2. Are perimeter controls maintained and functioning properly, sediment removed when one-half full?			✓
3. Are inlet protection devices maintained and adequately protecting inlets?			✓
4. Are the temporary sediment basins being maintained and functioning properly?			✓
5. Are vehicle tracking BMPs at site exits in place and maintained and functioning properly?			✓
6. Is all tracked sediment being removed within 24 hours?			✓
7. Have all surface waters, ditches, conveyances, and discharge points been inspected?	✓		
8. Were any discharges seen during this inspection (i.e., sediment, turbid water, or otherwise)?		✓	

If yes, record the location of all points of discharge. Photograph and describe the discharge (size, color, odor, foam, oil sheen, time, etc.). Describe how the discharge will be addressed:

Comments:

Other

	Yes	No	NA
1. Are pollution prevention management measures for solid waste, hazardous material, concrete, and truck washing in place?			✓
2. Is any dewatering occurring on site?			✓
If yes, what BMPs are being used to ensure that clean water is leaving the site and the discharge is not causing erosion or scour?			
3. Will a permanent stormwater management system be created for this project if required and in accordance with MSCWMO Performance Standards Section 7.2	✓		
If yes, describe: Rain garden has been constructed			
4. If infiltration/filtration systems are being constructed, are they marked and protected from compaction and sedimentation?			✓
5. Is MSCWMO required buffer preserved around all streams, lakes, and wetlands during construction?			✓
Has buffer monumentation been installed?			✓

6. Description of areas of non-compliance noted during the inspection, required corrective actions, and recommended date of completion of corrective actions:

Open soils will need some form of temporary or permanent cover before freeze up.

7. Potential areas of future concern:

Comments:

Maintenance and Compliance Summary

Overall Site Grade:

B - Good

A status described above as noncompliant must be addressed in accordance with the MSCWMO Standards. Follow-up inspections will be conducted on a regular basis.

Please contact me at the number below, or Matt Downing (mdowning@mnwcd.org) at (651) 330-8220 (ext. 29) if you have any questions.

Respectfully,

Aaron DeRusha (Cell: 612-816-7995)
MSCWMO Inspector
Cc: Matt Downing, MSCWMO

GRADE DESCRIPTIONS

A The site is in full compliance, all practices are in place, and the site is well maintained.

B The site is in compliance, but normal maintenance activities are required.

C The site is not in compliance. Maintenance or supplemental practices are required.

D The site is not in compliance. Erosion and sediment control practices are in poor condition and controllable water resources or off-site impacts are likely. Contact the District for a followup inspection as soon as correction measures have been taken.

E The site is in severe non-compliance. Controllable water quality or off-site impacts have occurred. Enforcement proceedings will be initiated unless immediate corrective actions are taken.



**MIDDLE ST. CROIX WATERSHED WMO
CONSTRUCTION SITE INSPECTION PROGRAM**

**EROSION & SEDIMENT CONTROL
INSPECTION REPORT**

Middle St. Croix Watershed WMO c/o
Washington Conservation District
455 Hayward Ave N
Oakdale, MN 55128
Phone: (651) 330-8220 x22
www.mscwmo.org

Ahren and Dee Locke
1868 Redwing Ave
Lake St. Croix Beach MN

October 14, 2020
MSCWMO Review #: 1868 Redwing
Electronic-Mailed (x)

Project: Locke Home

Dear **Ahren and Dee Locke**:

The Middle St. Croix Watershed (MSCWMO) conducted an inspection for stormwater, erosion, and sedimentation control issues at the site noted above on **2020-10-13**. The following report summarizes the field inspection findings and describes areas of compliance/noncompliance with the MSCWMO Watershed Management Plan and approved construction plans.

Inspection information

Is this inspection routine or in response to a storm event: ✓ Routine Rainfall

Rainfall amount (if applicable):

Is site within one aerial mile of special or impaired water that can potentially receive discharge from the site? ✓ Yes No

Note: If **NA** is selected at any time, specify why in the comment area for that section.

Erosion prevention requirements

	Yes	No	NA
1. Are soils stabilized where no construction activity has occurred for 14 days (including stockpiles)? (7 days where applicable, or 24 hours during Minnesota Department of Natural Resources [DNR] Fish Spawning restrictions)			✓
2. Has the need to disturb steep slopes been minimized?			✓
3. If steep slopes are disturbed, are stabilization practices designed for steep slopes used?			✓
4. Are ditches/swales stabilized 200' back from point of discharge or property edge within 24 hours? (Mulch, hydromulch, tackifier, or similar best management practices [BMPs] are not acceptable in ditches/swales if the slope is greater than 2%)			✓
5. Do pipe outlets have energy dissipation (within 24 hours of connection)?			✓
6. Is construction phasing being followed in accordance with the approved construction plans?			✓
7. Are areas not to be disturbed marked off (flags, signs, etc.)?		✓	

Comments:

Site was recently opened up. Temporary stabilization of stockpiles and inactive areas will be needed before freeze up.

Sediment control requirements

	Yes	No	NA
1. Are perimeter sediment controls installed properly on all down gradient perimeters?	✓		
2. Are appropriate BMPs installed protecting inlets, catch basins, and culvert inlets?			✓
3. Do all erodible stockpiles have perimeter control in place?	✓		
4. Is there a temporary sediment basin on site, and is it built as shown in the approved stormwater management plan?			✓
5. Is soil compaction being minimized where not designed for compaction?			✓

Comments:

Silt fence and biologs are used effectively throughout site and are in good shape.

Maintenance and Inspections

	Yes	No	NA
1. Are all previously stabilized areas maintaining ground cover?			✓
2. Are perimeter controls maintained and functioning properly, sediment removed when one-half full?	✓		
3. Are inlet protection devices maintained and adequately protecting inlets?			✓
4. Are the temporary sediment basins being maintained and functioning properly?			✓
5. Are vehicle tracking BMPs at site exits in place and maintained and functioning properly?	✓		
6. Is all tracked sediment being removed within 24 hours?	✓		
7. Have all surface waters, ditches, conveyances, and discharge points been inspected?	✓		
8. Were any discharges seen during this inspection (i.e., sediment, turbid water, or otherwise)?		✓	

If yes, record the location of all points of discharge. Photograph and describe the discharge (size, color, odor, foam, oil sheen, time, etc.). Describe how the discharge will be addressed:

Comments:

Other

	Yes	No	NA
1. Are pollution prevention management measures for solid waste, hazardous material, concrete, and truck washing in place?			✓
2. Is any dewatering occurring on site?			✓
If yes, what BMPs are being used to ensure that clean water is leaving the site and the discharge is not causing erosion or scour?			
3. Will a permanent stormwater management system be created for this project if required and in accordance with MSCWMO Performance Standards Section 7.2	✓		
If yes, describe: 2 rain gardens providing 355 cf of treatment			
4. If infiltration/filtration systems are being constructed, are they marked and protected from compaction and sedimentation?		✓	
5. Is MSCWMO required buffer preserved around all streams, lakes, and wetlands during construction?			✓
Has buffer monumentation been installed?			✓

6. Description of areas of non-compliance noted during the inspection, required corrective actions, and recommended date of completion of corrective actions:

None. Temporary soil cover i.e. hydromulch, straw blanket, straw mulch, etc will be needed for inactive areas over winter.

7. Potential areas of future concern:

Soil compaction may be a concern if areas where vehicles have driven are not tilled up.

Comments:

Maintenance and Compliance Summary

Overall Site Grade:

A - Excellent

A status described above as noncompliant must be addressed in accordance with the MSCWMO Standards. Follow-up inspections will be conducted on a regular basis.

Please contact me at the number below, or Matt Downing (mdowning@mnwcd.org) at (651) 330-8220 (ext. 29) if you have any questions.

Respectfully,

Aaron DeRusha (Cell: 612-816-7995)
MSCWMO Inspector
Cc: Matt Downing, MSCWMO

GRADE DESCRIPTIONS

A The site is in full compliance, all practices are in place, and the site is well maintained.

B The site is in compliance, but normal maintenance activities are required.

C The site is not in compliance. Maintenance or supplemental practices are required.

D The site is not in compliance. Erosion and sediment control practices are in poor condition and controllable water resources or off-site impacts are likely. Contact the District for a followup inspection as soon as correction measures have been taken.

E The site is in severe non-compliance. Controllable water quality or off-site impacts have occurred. Enforcement proceedings will be initiated unless immediate corrective actions are taken.



**MIDDLE ST. CROIX WATERSHED WMO
CONSTRUCTION SITE INSPECTION PROGRAM**

**EROSION & SEDIMENT CONTROL
INSPECTION REPORT**

Middle St. Croix Watershed WMO c/o
Washington Conservation District
455 Hayward Ave N
Oakdale, MN 55128
Phone: (651) 330-8220 x22
www.mscwmo.org

Matt and Shannon Stordahl
16884 Island Terr
Lakeland MN 55044

October 14, 2020
MSCWMO Review #: 19-006
Electronic-Mailed (x)

Project: Stordahl Home Reconstruction

Dear **Matt and Shannon Stordahl**:

The Middle St. Croix Watershed (MSCWMO) conducted an inspection for stormwater, erosion, and sedimentation control issues at the site noted above on **2020-10-13**. The following report summarizes the field inspection findings and describes areas of compliance/noncompliance with the MSCWMO Watershed Management Plan and approved construction plans.

Inspection information

Is this inspection routine or in response to a storm event: ✓ Routine Rainfall

Rainfall amount (if applicable):

Is site within one aerial mile of special or impaired water that can potentially receive discharge from the site? ✓ Yes No

Note: If **NA** is selected at any time, specify why in the comment area for that section.

Erosion prevention requirements

	Yes	No	NA
1. Are soils stabilized where no construction activity has occurred for 14 days (including stockpiles)? (7 days where applicable, or 24 hours during Minnesota Department of Natural Resources [DNR] Fish Spawning restrictions)		✓	
2. Has the need to disturb steep slopes been minimized?			✓
3. If steep slopes are disturbed, are stabilization practices designed for steep slopes used?			✓
4. Are ditches/swales stabilized 200' back from point of discharge or property edge within 24 hours? (Mulch, hydromulch, tackifier, or similar best management practices [BMPs] are not acceptable in ditches/swales if the slope is greater than 2%)			✓
5. Do pipe outlets have energy dissipation (within 24 hours of connection)?			✓
6. Is construction phasing being followed in accordance with the approved construction plans?			✓
7. Are areas not to be disturbed marked off (flags, signs, etc.)?			✓

Comments:

Yard has been smoothed. Will require blanket, hydromulch, sod, or other stabilization before freeze up.

Sediment control requirements

	Yes	No	NA
1. Are perimeter sediment controls installed properly on all down gradient perimeters?	✓		
2. Are appropriate BMPs installed protecting inlets, catch basins, and culvert inlets?			✓
3. Do all erodible stockpiles have perimeter control in place?			✓
4. Is there a temporary sediment basin on site, and is it built as shown in the approved stormwater management plan?			✓
5. Is soil compaction being minimized where not designed for compaction?			✓

Comments:

Install biologs below gully to have in place in spring.

Maintenance and Inspections

	Yes	No	NA
1. Are all previously stabilized areas maintaining ground cover?			✓
2. Are perimeter controls maintained and functioning properly, sediment removed when one-half full?	✓		
3. Are inlet protection devices maintained and adequately protecting inlets?			✓
4. Are the temporary sediment basins being maintained and functioning properly?			✓
5. Are vehicle tracking BMPs at site exits in place and maintained and functioning properly?			✓
6. Is all tracked sediment being removed within 24 hours?	✓		
7. Have all surface waters, ditches, conveyances, and discharge points been inspected?	✓		
8. Were any discharges seen during this inspection (i.e., sediment, turbid water, or otherwise)?		✓	

If yes, record the location of all points of discharge. Photograph and describe the discharge (size, color, odor, foam, oil sheen, time, etc.). Describe how the discharge will be addressed:

Comments:

Other

	Yes	No	NA
1. Are pollution prevention management measures for solid waste, hazardous material, concrete, and truck washing in place?			✓
2. Is any dewatering occurring on site?			✓
If yes, what BMPs are being used to ensure that clean water is leaving the site and the discharge is not causing erosion or scour?			
3. Will a permanent stormwater management system be created for this project if required and in accordance with MSCWMO Performance Standards Section 7.2	✓		
If yes, describe: Rain garden has been roughed out to take water from roof			
4. If infiltration/filtration systems are being constructed, are they marked and protected from compaction and sedimentation?	✓		
5. Is MSCWMO required buffer preserved around all streams, lakes, and wetlands during construction?			✓
Has buffer monumentation been installed?			

6. Description of areas of non-compliance noted during the inspection, required corrective actions, and recommended date of completion of corrective actions:

Open soils in yard will need temporary or permanent cover before freeze up. Biologs or silt fence needed below gully to be ready for spring.

7. Potential areas of future concern:

Comments:

Maintenance and Compliance Summary

Overall Site Grade:

B - Good

A status described above as noncompliant must be addressed in accordance with the MSCWMO Standards. Follow-up inspections will be conducted on a regular basis.

Please contact me at the number below, or Matt Downing (mdowning@mnwcd.org) at (651) 330-8220 (ext. 29) if you have any questions.

Respectfully,

Aaron DeRusha (Cell: 612-816-7995)
MSCWMO Inspector
Cc: Matt Downing, MSCWMO

GRADE DESCRIPTIONS

A The site is in full compliance, all practices are in place, and the site is well maintained.

B The site is in compliance, but normal maintenance activities are required.

C The site is not in compliance. Maintenance or supplemental practices are required.

D The site is not in compliance. Erosion and sediment control practices are in poor condition and controllable water resources or off-site impacts are likely. Contact the District for a followup inspection as soon as correction measures have been taken.

E The site is in severe non-compliance. Controllable water quality or off-site impacts have occurred. Enforcement proceedings will be initiated unless immediate corrective actions are taken.

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

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



Staff Report- October 2020

Administration

- Prepared November meeting materials
- 2021 Service Agreements preparation
- Conducted Invoice Audit through September
- Reviewed LSC 1W1P Documents

Project Reviews

- Fox Trail-INFORM

Lily Lake Phosphorus Reductions for Delisting – CWF Grant C20-6055

Description: Awarded \$513,500 for in-lake alum treatment and filtration basin to remove 120lbs of phosphorus from Lily Lake.

Activities This Month: Met with Emmons, Olivier Resources (EOR) for design kickoff meeting for the Lily Lake Park basin. They are hoping to have 90% plans done by Mid November. Staff will review for edits, and hope to go out for bid starting in 2021.

Staff: Bryan Pynn-WCD; Matt Downing-MSCWMO

Watershed Based Funding- Lily Lake Raingardens

Description: \$39,636 CWF Watershed Based Funding 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: Funding approved for re-allocation to the LSCB Bluff project. LSCB Bluff project under construction.

Staff: Bryan Pynn - WCD

Lake St. Croix Small Communities Phosphorus Reduction Grant

Description: \$200,000 grant for stormwater quality improvement south of Bayport (2019-2021). Planning to work in partnership with City of Lake St. Croix Beach to stabilize the bluff on the north side of town.

Activities This Month: Project under construction. Should complete mid-November.

Staff: Bryan Pynn - WCD; Matt Downing - MSCWMO

3M PFAS Settlement MPCA Staff Reimbursement Grant

Description: Up to \$40,000 reimbursement of staff time for both the Administrator and consultant (Stu Grub with EOR) to participate in the development of the groundwater model for the PFAS contamination in the southern portion of the watershed.

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Activities This Month: Email updates have been sent as received. Worked with EOR on missing invoices. Engaged with the MPCA to increase available grant funding from \$25,000 to \$40,000.

Staff: Matt Downing, MSCWMO; Stu Grub, EOR

Microbial Source Tracking of *E. coli* in Perro Creek

Description: The MSCWMO and the City of Bayport agreed to partner on an effort to identify the source of *E. coli* contamination of Perro Creek. 4 locations on the creek were sampled for the presence or absence of human DNA in the bacteria. This effort is above and beyond the concentration monitoring already being conducted by the MSCWMO.

Activities This Month: Sampling has been concluded for the year and results will be reported in the 2020 Annual Monitoring Summary.

Staff: Rebecca Oldenburg Giebel, WCD

Water Monitoring Program

Description: The MSCWMO water monitoring program includes the monitoring of flow at three sites. These sites have that equipment serves to collect data on the total volume of water flowing into Lily Lake at the Greeley Street Inlet, through Perro Creek at the Diversion Structure, as well as, the Perro Creek Diversion Structure Overflow. Water quality is also collected at the Greeley Street Inlet and the Perro Creek Diversion Structure on a monthly basis, as well as during storm events.

Additionally, the MSCWMO monitors two lakes, Lily and McKusick for several parameters from April-October. Data is collected on both lakes on a biweekly basis and includes: water level, clarity, pH, temperature and dissolved oxygen profiles, an aesthetics and user profile, and field conditions. Additionally, water quality samples are collected from the surface of the lakes and analyzed for total phosphorus, total Kjeldahl nitrogen, and chlorophyll.

Activities This Month: A faulty logger was removed for the year at the Perro Creek Diversion Structure Overflow site on October 5. Stream monitoring equipment was removed for the year to prevent ice damage prior to a hard freeze-up at Perro Creek Diversion Structure and Greeley St. on October 19 and October 22, respectively. Stream monitoring has concluded for the year with four base flow grab samples and two storm flow grab samples collected at Greeley St, and two *E. coli* grab samples collected at Perro Diversion Main Channel for the bacteria source tracking project. Lake monitoring on Lily and McKusick has concluded with twelve samples having been collected on each lake.

Staff: Rebecca Oldenburg Giebel, WCD; Aaron DeRusha, WCD

Erosion and Sediment Control Inspections

Description: The MSCWMO has contracted with the WCD to conduct erosion and sediment control inspections for construction projects that have been reviewed and recommended for permit approval by partner communities.

Activities This Month: The fall site preparation reminder flyer was sent out to all known active sites. Inspections were made at the MN Party Bus, Scanlan, Locke, and Stordahl

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sites to assess winter preparations. Sites were found to be well prepared for winter and compliance was high. Follow up occurred with two sites to get soil cover in place, which was installed prior to snowfall. Activities this month should use up the remaining funds for inspection services.

Staff: Aaron DeRusha WCD

BMP Maintenance

Description: The MSCWMO has a maintenance obligation for its Capital Improvement Projects and projects funded by Clean Water Fund grants. The MSCWMO partners with the Washington Conservation District to fulfill this maintenance requirement.

October Activities: 2021 budget planning occurred and the 2020 year-end report was started. CWF MCC Crew Applications were discussed for further Golden Creeper Treatment in 2021.

Staff: Cameron Blake, WCD

Meetings

- Lake St. Croix Beach Bluff Preconstruction Meeting-October 5th
- LSC1W1P Steering Team Meeting-October 7th
- County Budget Workshop-October 20th
- Lake St. Croix Beach Trail and Levee Repairs-October 21st
- Hills of Spring Creek Pre-application Meeting-October 26th



MEMORANDUM

TO: Middle St. Croix WMO Board of Managers
FROM: Matt Downing, Administrator
DATE: November 4th, 2020

RE: 11a.) Lower St. Croix Comprehensive Watershed Management Plan and Joint Powers Agreement

This memo provides to the MSCWMO Board with an update on the development of the Lower St. Croix Comprehensive Watershed Management Plan (“Plan”). This memo also overviews the approvals and authorizations that are necessary for the collaborative partner organizations to fully implement the State approved Plan and to enter into the Lower St. Croix Joint Powers Agreement (JPA”). The JPA is the formal agreement amongst the collaborative partner organizations that provides for the governance and administration of the Plan throughout its 10-year implementation.

Update

On its July 27, 2020 meeting, the Lower St. Croix 1W1P Policy Committee (“Policy Committee”) approved the final draft of the Plan for purposes of submission to and approval by BWSR. The final draft of the Plan was approved by the BWSR Board at its **October 28, 2020** meeting.

On October 26, 2020 the Policy Committee recommended a final JPA. Some terms of the agreement are summarized as follows:

- The JPA forms a joint powers collaboration, not an entity.
- The MSCWMO, if it joins the agreement, will have one seat on the Policy Committee that must be filled by a MSCWMO board member. The MSCWMO may also have a representative on the staff-level Advisory Committee.
- Initial parties must join within 60 days of State approval of the plan (i.e. by Dec. 28, 2020). Parties my join subsequently, however would not be party in time to be part of discussion and approval of the first annual plan, which is the basis of the first request for State watershed based implementation funds.
- A primary task of the Policy Committee is to develop annual work plans that determine how State Watershed Based Implementation Funding will be used.
- The Policy Committee is empowered to make recommendations to the governing bodies, such as the MSCWMO board, county boards, and boards of other parties. Such recommendations become final if approved by 2/3rds of the governing bodies.
- Upon notice, parties may leave the agreement with 90 days’ notice.

Approvals and Authorizations Needed for Plan Implementation

Implementation Lower St. Croix One Watershed One Plan initiative requires the governing bodies of the partnering organizations do the three items below. Those actions are included in the attached resolution and reasoning is summarized below.

1. **Authorization to Withdraw from the Planning Memorandum of Agreement.**

An authorization to withdraw from Memorandum of Agreement which the partner organizations entered into in 2018. Entering in the Memorandum of Agreement was necessary to secure planning grant funding the development of a comprehensive watershed management plan for the Lower St. Croix Watershed Region. The limited purpose of the Memorandum of Agreement has been completed with the submission of the final draft plan to BWSR and the planning grant recently expired in September 2020. An authorization to withdraw from the Memorandum of Agreement terminates the rights and obligations of the partnering organizations as contained in that document. Withdrawal becomes effective 30-days after giving notice to other partner organizations.

2. Adoption of the Lower St. Croix Comprehensive Watershed Management Plan

Adoption of the State approved Plan is a requirement for becoming a party to the JPA. BWSR has recommended that when adopting the Plan that the governing bodies also clarify in adopting language whether the Plan will replace an existing plan, supplement an existing plan or serve as guidance document to their existing local water plan. For the MSCWMO, I recommend adopting the plan as a guidance document to your MSCWMO Watershed Management Plan.

3. Approval and Authorization of the Joint Powers Agreement.

The JPA supersedes the Memorandum of agreement in the sense that the purpose of JPA is to provide for administration of the Plan once the plan receives State approval. The JPA is the working document that defines the manner in which partner organizations will work together in administering the Plan throughout its 10-year implementation. The JPA also provides a structured framework for the development and decision-making process for annual work plans that will utilize, upon state approval, non-competitive State Watershed Based Implementation Funding.

4. Appointment a Representative and Alternate to the Policy Committee

5. Designate staff to the Advisory Committee, or leave it to administrative staff to do so

Recommended Motion:

Approve the resolution to adopt the Lower St. Croix Comprehensive Watershed Management Plan And enter into the Joint Powers Agreement for the Implementation of the Lower St. Croix Comprehensive Watershed Management Plan. Authorize [board member] to serve as the MSCWMO's Policy Committee representative and [board member] to serve as alternate through the January 2022 MSCWMO board meeting.

**Resolution to Adopt the Lower St. Croix Comprehensive Watershed
Management Plan
And Enter Into a Joint Powers Agreement for the Implementation of the
Lower St. Croix Comprehensive Watershed Management Plan**

WHEREAS, the Middle Saint Croix Watershed Management Organization (MSCWMO) entered into the Lower St. Croix Watershed Memorandum of Agreement as a collaborative partner with 14 other political subdivisions and watershed management organizations to develop a comprehensive watershed management plan for the Lower St. Croix Watershed and the collaborative submitted a draft Lower St. Croix Comprehensive Watershed Management Plan to the Minnesota Board of Soil and Water Resources (BSWR) for State approval.

WHEREAS, on October 28, 2020, BWSR announced its approval of the Lower St. Croix Comprehensive Watershed Management Plan, requiring the governing boards of the partnering organizations to make additional authorizations and approvals to move forward the important work of implementing Lower St. Croix Comprehensive Watershed Management Plan.

NOW, THEREFORE, BE IT RESOLVED that the MSCWMO Board hereby adopts the Lower St. Croix Comprehensive Watershed Management Plan and such plan shall be a guidance document to the 2015-2025 Middle Saint Croix WMO Watershed Management Plan.

BE IT FURTHER RESOLVED that the MSCWMO Board authorizes the implementation of the Lower St. Croix Comprehensive Watershed Management Plan for the MSCWMO jurisdictional area identified within said plan.

BE IT FURTHER RESOLVED that, on behalf the MSCWMO, the MSCWMO Board withdraws from the Lower St. Croix Watershed Memorandum of Agreement and directs it's Administrator to take all steps necessary to terminate and wind down the rights and obligations of MSCWMO, including, but not limited to, giving notice of withdrawal to the partner organizations within 30-days of this resolution.

BE IT FURTHER RESOLVED that, pursuant to Minnesota Statute Section 471.59, the MSCWMO Board authorizes and agrees to enter into the Joint Powers Agreement, attached hereto and incorporated herein, for the collaborative implementation of the Lower St. Croix Comprehensive Watershed Management Plan.

BE IT FURTHER RESOLVED that, pursuant to the terms of said Joint Powers Agreement, the MSCWMO Board appoints _____, Board Supervisor, to serve as standing representative of the MSCWMO on the Policy Committee as provided in the Joint Powers Agreement and the length of such appointment shall be for a term commencing on November 12, 2020 and lapsing on January 6, 2022.

BE IT FURTHER RESOLVED that, pursuant to the terms of said Joint Powers Agreement, the MSCWMO Board appoints _____, Board Supervisor, to serve as alternate representative of MSCWMO on the Policy Committee as provided in the Joint Powers Agreement and the length of such appointment shall be for term of _____ year(s), commencing on November 12, 2020 and lapsing on January 6, 2022.

BE IT FURTHER RESOLVED that the MSCWMO Board authorizes and directs it's Administrator or contracted administrative service provider to carry-out all duties and obligations required of MSCWMO under the Joint Powers Agreement, including, but not limited to, serving on the Advisory Committee under the Joint Powers Agreement.

CERTIFICATION

MIDDLE SAINT CROIX WATERSHED MANAGEMENT ORGANIZATION

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by the MSCWMO at a duly authorized meeting thereof held on the 12th of November, 2020.

Brian Zeller, Chair

1 **JOINT POWERS AGREEMENT**
2 **FOR THE IMPLEMENTATION OF**
3 **THE LOWER ST. CROIX COMPREHENSIVE WATERSHED MANANGEMENT PLAN**
4

5 Pursuant to Minnesota Statute Section 471.59, this Joint Powers Agreement is entered by
6 and between the political subdivisions and local units of governmental units of the State of
7 Minnesota and identified, as follows:

8 The Counties of Anoka, Chisago, Isanti, Pine, Ramsey and Washington each by and
9 through its respective Board of Commissioners (collectively referred to as the Counties);

10 The Anoka, Chisago, Isanti, Pine and Washington Soil and Water Conservation Districts,
11 each by and through its respective Board of Supervisors (collectively referred to as the
12 SWCDs);

13 The Brown’s Creek, Carnelian Marine St. Croix, Comfort Lake Forest Lake, South
14 Washington and Valley Branch Watershed Districts, each by and through its respective
15 Board of Managers (collectively referred to as the Watershed Districts); and

16 The Middle St. Croix, and Sunrise River Joint Powers Watershed Management
17 Organizations, each by and through its respective governing board (collectively referred
18 to as the Watershed Management Organizations).

19 Together, the above identified Counties, SWCD’s, Watershed Districts and Watershed
20 Management Organizations collectively formed the Lower St. Croix Watershed Implementation
21 Partnership and for purposes of this Agreement, said political subdivisions and local units of
22 government and those added in accordance with the terms of this Agreement are herein
23 collectively referred to as “Parties” and individually, as “Party.”

24
25 **RECITALS**

26 WHEREAS, pursuant Minnesota Statutes Section 103B.305, Subd. 5 and 103B.3363, each of the
27 Parties to this agreement is a local unit of government having the responsibility and authority to
28 separately or cooperatively, by joint agreement pursuant to Minnesota Statute Section 471.59, to
29 prepare, develop, adopt, implement and administer a comprehensive local water management
30 plan, as defined pursuant to Section 103B.3363, subd. 3, or a comprehensive watershed
31 management plan, as a substitute thereof, and carry out implementation actions, programs and
32 projects toward achievement of goals and objectives of such plans.

33
34 WHEREAS, pursuant to Minnesota Statute Sections 103B.101 and 103B.801, the Minnesota
35 Board of Water and Soil Resources (BWSR) is authorized, amongst things, to coordinate the
36 water and resource planning and implementation activities of counties, soil and water
37 conservation districts, watershed districts and watershed management organizations and to
38 administer and oversee the Minnesota Comprehensive Watershed Management Planning
39 Program, known as the One Watershed, One Plan program; and

1 WHEREAS, each of the Parties exercises water management authority and responsibility within
2 the Lower St. Croix River Watershed Management Area, a geographical area consisting of those
3 portions of Anoka, Chisago, Isanti, Pine, Ramsey and Washington counties that drain into the St.
4 Croix River watershed as depicted on Exhibit A, attached hereto and incorporated herein; and

5
6 WHEREAS, the Parties have previously entered into the Lower St. Croix Watershed
7 Memorandum of Agreement for the purpose to collaboratively develop, as local government
8 units, a coordinated comprehensive watershed management plan for the Lower St. Croix River
9 planning boundary ; and

10
11 WHEREAS, in accordance with BWSR policy, the Memorandum of Agreement for planning
12 established a framework of consistency and cooperation through a governing structure having a
13 Policy Committee and an Advisory Committee and provisions that the role and authority of the
14 governing bodies of the Parties, the Policy Committee and Advisory Committee; and

15
16 WHEREAS, in accordance with BWSR policy adopted pursuant to Minnesota Statute Section
17 103B.801, the Parties have developed the Lower St. Croix Comprehensive Watershed
18 Management Plan, hereinafter referred to as the “Plan” and it is the intent of the Parties that said
19 Memorandum of Agreement shall remain in full force and effect and this Agreement shall not be
20 construed as to modify or supplant the terms or provisions of the Memorandum of Agreement;
21 and

22
23 WHEREAS, with matters that relate to coordination of water management authorities pursuant to
24 Minnesota Statute Chapters 103B, 103C, and 103D and with public drainage systems pursuant to
25 Minnesota Statute Chapter 103E, this Agreement does not change the rights or obligations of the
26 public drainage system authorities; and

27
28 WHEREAS, this Agreement and the Lower St. Croix Comprehensive Watershed Management
29 Plan does not replace or supplant local land use, planning, or zoning authority of the respective
30 Parties and the Parties intend that this Agreement shall not be construed in that manner.

31
32 TERMS AND CONDITIONS

33
34 NOW THEREFORE, pursuant to Minnesota Statutes Section 471.59 and other relevant state law
35 and in consideration of the mutual promises and benefits that the parties shall derive herefrom,
36 all Parties hereby enter into this joint powers agreement and agree, as follows:

- 37
38 1. Purpose: This Agreement has the following purposes:
39

- 1 a. This Agreement establishes the terms and conditions, governing structure and
2 processes by which the Parties will jointly and cooperatively continue the planning
3 and the implementation of the Plan. Consistent with its terms and conditions, this
4 Agreement authorizes the Parties to cooperatively exercise their common and similar
5 power of local water planning and management notwithstanding the territorial limits
6 within which they may otherwise exercise separately.
7
- 8 b. This Agreement does not establish a joint powers entity. Rather, this Agreement
9 continues the collaborative governing structure established under the Memorandum
10 of Agreement and redefines the role and authority of the governing bodies, the Policy
11 Committee and Advisory Committee in the decision-making process as applicable for
12 implementation of the plan. This Agreement provides criteria and a process to add
13 additional local units of government as Parties to this Agreement.
14
- 15 c. This Agreement identifies the process of preparing, adopting and carrying out annual
16 work plans that will serve as the mechanism essential for Plan implementation.
17
- 18 d. This Agreement provides for the designation and appointment of a Party or Parties or
19 their representative to carry out the administrative responsibilities associated with the
20 continued collaborative planning and implementation of the Plan and to perform all
21 fiscal responsibilities associated Plan implementation.
22

23 2. Eligibility and Procedure to Become A Party
24

- 25 a. Qualifying Party: A county, SWCD, watershed district or watershed management
26 organization located and authorized to carry out water planning and resource
27 management responsibilities within the Lower St. Croix River Management Area is
28 eligible to become a Party to this Agreement.
29
- 30 b. Initial Parties: A county, SWCD, watershed district or watershed management
31 organization may be an initial Party through adoption of one or more resolutions by
32 its respective governing board that indicates its intent to be a Party to this Agreement;
33 that adopts and authorizes such local unit of government to enter into this Agreement;
34 and that adopts and begins implementation of the Plan, or later amendments, within
35 60 days of State approval of the Plan, or within 45 days of executing this Agreement,
36 whichever is later. Such local unit of government shall also give notice of plan
37 adoption in accordance with provisions of Minnesota Statutes Chapters 103B and
38 103D. Any qualifying county, SWCD, watershed district or watershed management
39 organization that desires to become a Party after expiration of the 60 day period for
40 joining as an Initial Party will be eligible to become a Party as an Additional Party
41 pursuant to Section 2.c., below

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c. Adding Additional Parties: A qualifying local unit of government that desires to become a Party to this Agreement at any time later than 60-days following State approval of the Plan shall provide the Administrative Coordinator a formal statement that indicates its intent to become a Party to this Agreement and a certified copy of the resolution or motion adopted by its governing board that contains all of the following:

- i. A declaration of intent to join as a Party to the Agreement;
- ii. A statement that the local government unit is authorized to enter into and be bound by the terms and conditions of this Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee; and
- iii. A statement that the local government unit adopts the Plan.

Upon receipt of such certified documents, the Administrative Coordinator shall issue a signature page to the local government unit and instructions to execute and return the same along with the name and contact data of the representatives appointed by the local government unit to serve on the Policy Committee and the names and contact information of staff of the local government unit assigned to serve on the Advisory Committee. The local government unit will have all duties, rights and responsibilities as a Party to this Agreement upon filing with the Administrative Coordinator a copy of its authorized signature to this Agreement.

d. Procedure for Parties to Leave Membership of Agreement: Any Party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made 90 days in advance of leaving. A Party that leaves the membership of the Agreement remains obligated to comply with the terms of any grants associated with the Agreement until the grant has ended.

3. Payments and Financial Responsibilities of the Parties

Each Party is financially responsible for its costs and expenses incurred in implementing the Plan or in carrying out related implementation activities, projects, and programs.

4. Term and Termination

- a. Effective Date: This Agreement is effective upon signature of all initial Parties and will remain in effect until December 31, 2031, unless terminated consistent with terms of this Agreement or as otherwise provided under law.
- b. Review: Commencing in the second year following the effective date of this Agreement and continuing each year thereafter, the Policy Committee will annually conduct a review of the adequacy and effectiveness of the joint and collaborative partnership provided by this Agreement and the governing structure of the Policy Committee. With the assistance of the Advisory Committee, the Policy Committee shall prepare a report on its findings and provide recommendations as appropriate to

1 governing boards of the Parties. The report and recommendations should be
2 submitted to the governing boards at the time in which the Policy Committee
3 provides its recommendation on the proposed annual work plan. Any
4 recommendation of the Policy Committee to revise a term or condition of this
5 Agreement will only become effective upon 2/3rds approval of the governing boards
6 of the then present Parties.

- 7 c. Termination: This Agreement may be terminated by resolution adopted by the
8 governing bodies of all of the then existing Parties. The parties acknowledge their
9 respective and applicable obligations, if any, under MN Statutes Section 471.59,
10 Subd. 5 after the agreement has been terminated or the purpose of the Agreement has
11 been completed.

12
13 5. General Provisions

- 14 a. Compliance with Laws/Standards: The Parties agree to abide by all federal,
15 state, and local laws; statutes, ordinances, rules and regulations now in effect or
16 hereafter adopted pertaining to this Agreement.
- 17 b. Timeliness: The Parties agree to perform the obligations under this Agreement
18 in a timely manner and inform each other about delays that may occur.
- 19 c. Liability and Insurance: Each Party shall be liable for the acts, errors and omissions
20 of its respective officers, employees or agents and each Party shall carry liability
21 insurance coverage of not less than \$1.5 million per occurrence, the maximum
22 liability for each Party as provided under Minnesota Statutes Section 466.04. The
23 Parties may participate in a self-insurance pool to meet this requirement.
- 24 d. Indemnification: The provisions of the Municipal Tort Claims Act, Minnesota
25 Statute Chapter 466 and other applicable laws govern liability of the Parties. To the
26 full extent permitted by law, actions by the Parties, their respective officers,
27 employees, and agents pursuant to this Agreement are intended to be and shall be
28 construed as a “cooperative activity.” It is the intent of the Parties that they shall be
29 deemed a “single governmental unit” for the purpose of liability, as set forth in
30 Minnesota Statutes Section 471.59, subd. 1a(a). For purposes of Minnesota Statutes
31 Section 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not
32 create any liability or exposure of one party for the acts or omissions of any other
33 party. If a Party is found responsible for any liability associated with the actions of
34 the Lower St. Croix One Watershed, One Plan Policy Committee or implementation
35 of the Comprehensive Watershed Management Plan, said Party agrees to indemnify
36 and hold harmless any of the other non-labile parties of this Agreement for any
37 defense costs and expenses associated with any such claim.
- 38 e. Employee Status: The respective employees and agents of each Party shall remain
39 the employees of each individual respective Party.
- 40 f. Data Practices, Data Management and Record Retention: Notwithstanding
41 Minn. Stat. 13.82, subd. 24 or any other provision of law the parties agree that for
42 purposes of the Minnesota Government Data Practices Act and all other statutes and
43 provision of law related to data practices, data management and records retention,

1 each party shall remain the exclusive responsible authority, as defined in Minn. Stat.
2 13.02, subd. 16, for its own data management, for responses to data requests and for
3 all aspects of records retention for any and all data in any form that is collected,
4 created, received, maintained or disseminated by the party agency. This section
5 includes but is not limited to all data regardless of its classification as the term
6 government data is defined in Min. Stat. 13.02, subd. 7.

- 7 g. Auditor Access and Review of Business Records: Pursuant to Minn. Stat.
8 16C.05 subd. 5 the parties agree that each party, the State Auditor or legislative
9 Auditor, or any duly authorized representative at any time during normal business
10 hours and as often as they deem reasonably necessary, shall have access to and the
11 right to audit, excerpt and transcribe any books, documents, papers, records, etc. that
12 are pertinent to the accounting practices and procedures of the parties and involve
13 transactions relating to this Agreement. The parties agree to maintain and make
14 available these business records for a period of at least 6 years from the date of the
15 termination of this agreement.

16
17 6. Annual Work Plans:

- 18 a. Required Contents: Annual work plans will be developed that detail
19 implementation of the Plan, minimally including projects and programs to be
20 completed collaboratively and associated budgets. A fiscal agent and a responsible
21 Party or Parties shall be identified for each project, program or implementation
22 activity contained in the annual work plan. The responsible Party or Parties must
23 provide any grant matching funds and accept responsibility for implementation and
24 outcomes. The annual work plans may include a summary of projects, programs and
25 implementation activities to be accomplished with state Watershed Based
26 Implementation Funds, competitive state grants, local funds or others.

27 b. Process for Development and Adoption of Annual Work Plans.

28 The decision – making process in the development and adoption of annual work
29 plans shall be as follows:

- 30 1. The Advisory Committee shall draft and prepare the proposed annual work plan
31 ranking projects, programs and implementation activities utilizing the selection
32 criteria contained in the Plan.
- 33 2. The Advisory Committee shall present the proposed annual work plan to the
34 Policy Committee for discussion and revision as appropriate.
- 35 3. The Policy Committee shall vote to recommend a proposed annual work plan to
36 the governing boards of the Parties for approval. A vote of 2/3rd of the members
37 present of the Policy Committee is necessary to move a recommended annual
38 work plan onto the governing boards.
- 39 4. The governing bodies of the Parties shall approve the annual work plan for its
40 implementation. An annual work plan will be approved only through approval
41 of 2/3rd of the governing bodies of then existing Parties.

42 7. Structure and Governance

1 To carry out the coordinated and collaborative planning, development and
2 implementation of the Plan and development, adoption of annual work plans, the Parties
3 will continue the Policy Committee and Advisory Committee, as established under the
4 Memorandum of Agreement. The function and the authority of the governing boards of
5 the Parties and the composition, function and authority of the Policy Committee and
6 Advisory Committee are as follows;

7 a. Governing Boards of Parties

- 8 i. The governing boards are the elected or appointed officials of the respective
9 Party to this Agreement.
- 10 ii. Responsibilities: The governing boards of the Parties have the responsibility
11 to take approval action on matters required by the terms of this Agreement
12 and on matters recommended by the Policy Committee. Matters on which
13 governing boards must take formal action include, but are not limited to, as
14 follows:
- 15 1. Designation of an elected or appointed member or members to serve on
16 the Policy Committee and set the term of service of each member so
17 designated.
 - 18 2. Approval of Annual Work Plans;
 - 19 3. Amendments to the provisions of the Plan; and
 - 20 4. Adoption or approval of other matters necessary for Plan implementation.
- 21 iii. Authority: A governing board of a Party shall exercise its decision-
22 making authority only by adoption of a formal resolution. Governing boards
23 must act on Policy Committee recommendations within 60 days after the day
24 in which the Policy Committee formally adopted such recommendation. The
25 decisions of the various governing boards of the Parties will be deemed
26 approved for purposes of this Agreement when 2/3rds of the governing bodies
27 have adopted formal action on the respective recommendation.

28
29 b. Policy Committee

- 30 i. Responsibilities: The Policy Committee has the responsibility to develop and
31 make recommendations on those matters that require approval by the
32 governing boards of the Parties, including, but not limited to, annual work
33 plans, additional parties to this Agreement, revisions and modifications to this
34 Agreement and amendments to the Plan. Each member of the Policy
35 Committee member shall serve as a liaison to his or her respective governing
36 board; keep such governing board informed on the implementation of the
37 Plan; and ensure that the preferences and ideas of such governing board are
38 communicated to the Policy Committee.
- 39 ii. Composition: The Policy Committee shall be composed of one
40 representative from each Party to this Agreement, except that Chisago County
41 shall have three representatives seated on the Policy Committee. Each party may

1 also have one alternate in the absence of the designated representative. With
2 exception of Chisago County, representatives and alternates must be an elected or
3 appointed member of that Party's governing board and selected by the Party's
4 governing board. The Chisago County Board of Commissioners must appoint
5 three representatives to the Policy Committee, with one representative and an
6 alternative representative each being a Commissioner and the two other
7 representatives and respective alternatives to the Policy Committee appointed by
8 the Chisago County Board of Commissioners as it may determine as appropriate.
9 The term of each representative is decided by the appointing governing board.

10 iii. Governance: The Policy Committee shall be governed pursuant to by-
11 laws and rules of procedure as the Policy Committee may develop, adopt and
12 revise from time to time. The Policy Committee may utilize bylaws adopted in
13 the preparation and development of the Plan and may revise the same to be
14 suitable for purposes of Plan implementation. Bylaws and rules of procedure
15 shall comply with relevant statutory provisions and be in as much as possible
16 consistent with the terms of this Agreement. In the event of conflict or
17 ambiguity, the terms of this Agreement shall prevail.

18 iv. Rules of Procedure: At a minimum, the rules of procedure of the Policy
19 Committee must provide that:

- 20 1. The Policy Committee will have at least twice-annual meetings and
21 special meetings as necessary for implementation of the Plan.
- 22 2. The Chair or any four representatives may call special meetings giving not
23 less than 72 hours written notice of the time, place and purpose of such a
24 meeting delivered by mail or email to each Party.
- 25 3. All meetings of the Policy Committee will comply with statutes and rules
26 requiring open and public meetings. The official posting location for
27 meeting dates and locations shall be the Lower St. Croix One Watershed
28 One Plan website.
- 29 4. The conduct of all meetings of the Policy Committee shall be generally
30 guided by the most recent edition of Robert's Rules of Order.
- 31 5. A quorum for decision-making shall consist of at least 50% plus one of the
32 representatives.
- 33 6. Each representative present shall have one vote. All decisions shall be
34 approved by a supermajority vote of 2/3rds of those representatives
35 present. All votes shall be made in person, and no representative may
36 appoint a proxy for any question coming before any meeting for a vote.

37
38 c. Advisory Committee

- 39 i. Responsibilities: The Advisory Committee has the responsibility to assist
40 and advise the Policy Committee and to prepare and develop matters
41 necessary for Policy Committee recommendation, including, but not limited
42 to, annual work plans, and proposed amendments to the Plan and this

1 Agreement.

- 2 ii. Composition: The Advisory Committee is composed of staff of the
3 Parties to this Agreement. Each Party may assign up to two staff to serve on
4 the Advisory Committee. On a vote of two-thirds of its members present, the
5 Policy Committee may increase the number of members on the Advisory
6 Committee.

7
8 8. Administrative Coordinator

- 9 a. The Parties shall designate a Party to serve as Administrative Coordinator. The
10 Administrative Coordinator has the responsibility to perform the administrative and
11 coordinative work necessary for Plan implementation that is not associated with a
12 specific implantation activity, project or program. The responsibility of the
13 Administrative Coordinator may include serving as fiscal agent to accept and carryout
14 all responsibilities associated with grants, grant agreements and financial transactions
15 that are part of and related to grant agreement and contract implementation.
16 Alternatively, the Parties may designate a separate Party to carry out fiscal agent
17 responsibilities. A Party designated to serve as Administrative Coordinator or fiscal
18 agent may assign that function to its staff or contract for such services.
- 19 b. The Parties agree that until the first annual work plan is adopted that the Washington
20 Conservation District and Chisago Soil and Water Conservation District will be
21 jointly designated as Administrative Coordinator. The first annual work plan and each
22 annual work plan thereafter shall identify the Party that is the designated
23 Administrative Coordinator and, as appropriate, the fiscal agent, for purposes of
24 implementing that respective annual work plan.
- 25 c. The governing board of the Administrative Coordinator and fiscal agent is authorized
26 to make payments and to take other actions within a respective approved annual work
27 plan.
- 28 d. The costs and expenses incurred by a Party in performing the function of
29 Administrative Coordinator and fiscal agent may be paid with grant funds, including
30 state Watershed Based Implementation Funds unless prohibited by State policy, grant
31 contract or law. In the event that these funds are unavailable or insufficient, such
32 costs and expenses remain the financial responsibility of such Party incurring the
33 same unless the Parties otherwise agree through an approved annual work plan or
34 separate action adopted by the governing boards of the then existing parties.

35 9. Miscellaneous

- 36 a. Counterparts: This Agreement may be executed in one or more counterparts,
37 each of which shall be deemed an original and all of which when taken together shall
38 constitute one and the same agreement. Any counterpart signature transmitted by
39 facsimile or by sending a scanned copy by electronic mail or similar electronic
40 transmission shall be deemed an original signature. This executed Agreement
41 including all counterparts shall be filed with each party to this agreement with a
42 notification of the Agreement's effective date.

- 1 b. Amendments Any changes, amendments, or modifications to this Agreement
2 may only be made formal resolution adopted by all of the governing boards of the
3 then existing Parties.
- 4 c. Savings Clause: In the event that any provision of this Agreement is determined by
5 a court of law to be null and void, the remaining provisions of this Agreement shall
6 continue in full force and effect.

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12 10. Authorized Representatives

13
14 The following persons have been authorized as representatives to act as the primary contact
15 for all matters concerning this agreement are:

16
17 Anoka County, County Administrator Rhonda Sivarajah or successor
18 Chisago County, County Administrator Chase Burnham or successor
19 Isanti County, County Administrator Julia Lines or successor
20 Pine County, County Administrator David Minke or successor
21 Ramsey County, County Board Chair Toni Carter or successor
22 Washington County, County Administrator Kevin Corbid or successor
23 Anoka Conservation District, District Manager Chris Lord or successor
24 Chisago SWCD, District Manager Craig Mell or successor
25 Isanti SWCD, District Manager Tiffany Determan or successor
26 Pine SWCD, District Manager Jill Carlier or successor
27 Washington Conservation District, District Manager Jay Riggs or successor
28 Brown's Creek Watershed District, District Administrator Karen Kill or successor
29 Carnelian Marine St. Croix Watershed District, District Administrator Mike Isensee or
30 successor
31 Comfort Lake Forest Lake Watershed District, Administrator Mike Kinney or successor
32 South Washington Watershed District, Administrator Matt Moore or successor
33 Valley Branch Watershed District, President Jill Lucas or successor
34 Middle St. Croix WMO, Administrator Matt Downing or successor
35 Sunrise River WMO, Chair Dan Babineau or successor
36

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38
39
40 (Signature Pages begin on next Page).

1 IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly
2 authorized officers. *(Repeat this page for each participant)*

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5

6 PARTNER: _____

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9 APPROVED:

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14 BY: _____

15 Board Chair Date

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20 BY: _____

21 Manager/Administrator Date

22
23
24

25 APPROVED AS TO FORM *(use if necessary)*

26

27 BY: _____

28 County Attorney Date