



**South Washington Watershed District-Regular Meeting & Workshop  
Tuesday, December 10, 2024 6:00 p.m.  
City of Woodbury Public Works building  
2301 Tower Drive**

## **AGENDA**

- 1) Call to Order and Setting of Agenda
- 2) Public Open Forum
- 3) Consent Agenda
- 4) Manager Reports
- 5) Administrators Report
  - a) Project Update
  - b) MS4 Petition for Reevaluation
  - c) Agreements Authorized by Administrator
- 6) 2025 Final Levy Certification
  - a) Discussion: 2025 Final Levy Certification
  - b) Decision: 2025 Final Levy Certification
- 7) La Lake Acquisition Agreement
  - a) Discussion: La Lake Acquisition Agreement
  - b) Decision: La Lake Acquisition Agreement
- 8) Wilmes Alum Treatment Facility Change Orders
  - a) Discussion: Wilmes Restoration - MNL Change Order 2
  - b) Decision: Wilmes Restoration - MNL Change Order 2
  - c) Discussion: Morcon Change Order 4
  - d) Decision: Morcon Change Order 4
- 9) Washington Conservation District 2025 Services Agreement
  - a) Discussion: Washington Conservation District 2025 Services Agreement
  - b) Decision: Washington Conservation District 2025 Services Agreement
- 10) SWWD Personnel Committee Review
  - a) Decision: 2024 Staff Reviews

Post Until 12/11/2024

11) Future Business and Meetings

- a) Regular Board Meeting, Tuesday, December 10, 2024 6pm
- b) SWWD CAC Meeting, Tuesday, December 17, 2024 5:30pm
- c) SWWD Holiday Lunch-Wednesday, December 18, 2024
- d) Annual Board Meeting, Tuesday, January 14, 2025 6pm
- e) Regular Board Meeting, Tuesday, February 11, 2025 6pm
- f) Minnesota Watersheds Legislative Event, Wednesday, February 19, 2025
- g) Regular Board Meeting, Tuesday, March 11, 2025 6pm

12) Adjourn

**Consent Agenda-December 10, 2024**

- a) Approval of Minutes
  - i) 11/12/2024 Regular Meeting
- b) Treasurers Report
  - i) Accounts payable November 24
  - ii) Financials year to date and Fund Balances
  - iii) Morcon Pay Request 14
  - iv) Washington County 2<sup>nd</sup> Half tax Settlement
  - v) Broker Certification-PMA Financial 4M
- c) Calendar/Meetings
  - i) Regular Board Meeting, Tuesday, December 10, 2024 6pm
  - ii) SWWD CAC Meeting, Tuesday, December 17, 2024 5:30pm
  - iii) SWWD Holiday Lunch-Wednesday, December 18, 2024
  - iv) Annual Board Meeting, Tuesday, January 14, 2025 6pm
  - v) Regular Board Meeting, Tuesday, February 11, 2025 6pm
  - vi) Minnesota Watersheds Legislative Event, Wednesday, February 19, 2025
  - vii) Regular Board Meeting, Tuesday, March 11, 2025 6pm
- d) Development Reviews
  - i) Final
    - (1) None
  - ii) On Going
    - (1) Erin Glen, Denmark Township
    - (2) La Lake/Bailey Meadows, Newport
    - (3) Cherrywood/Cherry Meadow, Newport/Woodbury
  - iii) New
    - (1) None
- e) Wetland Conservation Act
  - i) Notice of Application-Math and Science Academy
  - ii) Notice of Decision-CSAH 13 Radio Drive Corridor Improvements, City of Woodbury
  - iii) Notice of Decision-La Lakes Trails, City of Woodbury
- f) Cost Share Program
  - i) Jennifer Bernstein-Hanlon-Final Payment (\$500)
- g) Miscellaneous Correspondence

Post Until 12/11/2024



<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item a</b>
<b>Title:</b> SWWD Board Minutes	<b>Board Action Requested:</b> Approval of Minutes: 11/12/2024 Regular Meeting	<b>Required Signatures</b> SWWD Secretary
<b>Reviewed by:</b> JHL		
<b>Background/Justification:</b>		
<b>Previous Action:</b> None		<b>Contact:</b> JHL
<b>Date Received:</b>  December 4, 2024	<b>SWWD Administrator/Date:</b>  December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b>  N/A		<b>Comments:</b>
<b>Fund</b>  N/A	<b>Explanation</b>	<b>Fund Balance:</b>  N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                              No Recommendation	<b>Comments</b>

**Regular Meeting**  
**South Washington Watershed District**  
**Tuesday, November 12, 2024 5:00 p.m.**  
**City of Woodbury Public Works Building**

**1. Call to Order and Setting of Agenda**

Manager Johnson called the meeting to order at 5:00 pm. A motion was made by Manager ChapdeLaine to add item #5d Pember Companies Pay Request to the Agenda. Manager Doucette seconded. Motion carried unanimously.

**Roll Call:**

- Brian Johnson, President
- Sharon Doucette, 1<sup>st</sup> Vice President
- Emily Stephens, 2<sup>nd</sup> Vice President
- Kevin ChapdeLaine, Treasurer
- Mike Madigan, Secretary

**Staff:**

- John Loomis, Administrator
- Melissa Imse, Operations Manager
- Kyle Axtell, Watershed Project Manager
- Abby Tekiela, Water Resources Program Coordinator

**Others:**

- Jack Clinton, SWWD Attorney

**2. Public Open Forum** None.

**3. Consent Agenda**

Items on the Consent Agenda include: October 8, 2024 Regular Board Meeting minutes, October Claims Roster and Treasurer's Report: accounts payable \$844,831.16, accounts receivable \$155,763.86, 4M fund balance \$10,585,790.54, Morcon Pay Request #13, Peterson Companies Pay Request #5, MNL Invoice 48924, Calendar of Events, Development Reviews, Wetland Conservation Act, Cost Share, and Miscellaneous Correspondence. A motion was made by Manager ChapdeLaine to approve the Consent Agenda. Manager Doucette seconded. Motion carried unanimously.

**4. Manager's Report**

**Manager Johnson**—Manager Johnson reported that he attended the Trout Brook event, annual budget meetings with Washington County Commissioners, Woodbury commissions meeting, City of Woodbury water treatment plant groundbreaking, and the Washington County Board workshop for the budget.

**Manager Doucette**—Manager Doucette reported that she attended the Lower St. Croix policy committee meeting and the SWWD personnel meeting.

**Manager Stephens**—None.

**Manager ChapdeLaine**—Manager ChapdeLaine reported that he attended the SWWD personnel meeting.

**Manager Madigan**—Manager Madigan reported that he attended the City of Woodbury water treatment plant groundbreaking.

## 5. Administrator Report

**SWWD Project Updates.** Included in the board packet are project updates on: Trout Brook, Glacial Valley Park and Open space, Campus Greening, Wilmes Lake Alum Treatment Facility, Hasenbank Woods/Powers Lake BMP, St. Paul Park Public Works Underground BMP, Markgrafs Lake Retrofit Analysis, Colby Lake Retrofit Analysis, Northern Watershed/CDSF/East Ravine Review and Optimization, Cottage Grove Ravine Regional Park, St. Croix Bluffs Regional Park, CR74-65<sup>th</sup> and Geneva, Watershed Plan Update, In-Lake AIS Management, Newport Open Space Planning, and Armstrong Lake Wetland Cattail Harvesting.

**Minnesota Watersheds Annual Conference and Delegates.** The Minnesota Watersheds Annual Conference is December 3-6, 2024. A motion was made by Manager Doucette to authorize staff and manager attendance, and to appoint Manager Madigan as the SWWD Annual Meeting Delegate. Manager ChapdeLaine seconded. Motion carried unanimously. The Managers

**Agreements Authorized by Administrator.** SWWD's accounting policies authorizes the Administrator to approve purchases up to \$5,000 on behalf of the District. Under that policy, the Administrator approved the following agreements in November:

- Lake and Middleton Schools additional treatment (\$1,000).

**Pember Companies Pay Request.** The managers reviewed Pember Companies pay request #1 for \$180,451.55 for the St. Paul Park underground BMP. A motion was made by Manager ChapdeLaine to approve Pember Companies pay request for \$180,451.55. Manager Doucette seconded. Motion carried unanimously.

6. **2025 Employee Benefits.** The SWWD Board Personnel Committee met with Staff to review the 2025 Health and Dental Insurance, and the 2025 Salary Structure. Staff is happy with the current health and dental insurance plans offered by SWWD. The health insurance premiums have increased an average of 15%, and dental premiums have increased 3.86% for 2025. The Board reviewed and discussed options on the District's health insurance premium contribution. After discussion, a motion was made by Manager ChapdeLaine to approve as a policy to increase the District's monthly premium contribution up to \$1,575.00 per employee. This option would fully cover all employees at 100%. Manager Doucette seconded. Motion carried unanimously.

The personnel committee is recommending the following Policies for 2025:

**Health Insurance:** The District will offer one small group health insurance plan based on employee consensus. The District will pay up to \$1,575.00 per month of the monthly premium. If the health insurance monthly premium is over \$1,575.00, the employee will be responsible for the remainder of the premium costs, by a payroll deduction of his/her wages.

**Health Savings Account:** If the employees preferred health insurance plan is one with a Health Saving Account (HSA), the District will contribute up to \$2,400.00 per employee to help fund the HSA. The employee may elect to contribute to the HSA up to the set limits established by the Internal Revenue Service by a payroll deduction of his/her wages. The HSA account is administered through Optum Bank. The District will pay the monthly administrative fee for the HSA. The annual elected contribution funds to the HSA will be available on January 1st. The employee will be responsible for any tax reporting requirements. If the employee leaves the District before the HSA contribution funds are earned, the District will retain the amount owed to the District from the employees' final pay check. The employee will be responsible for re-payment in full to the District.

**Dental Insurance:** Staff is happy with the dental plan option with HealthPartners. The plan requires 75% of SWWD employees participate in the plan, and are not enrolled

in a group plan elsewhere, and that the District will contribute 50% of the single premium. The employee will be responsible for the remainder of dental premium by a payroll deduction of their wages.

After discussion a motion was made by Manager ChapdeLaine to adopt the health insurance and health savings account, and dental insurance policies recommended by the personnel committee for 2025. Manager Doucette seconded. Motion carried unanimously.

**2025 Salary Structure:** At the May 14, 2024 Board meeting, the managers approved the scope and budget for Abdo to review existing job description, complete a market compensation analysis, and create a classification and compensation system. Abdo has completed the 2024 Position Classification and Compensation Study Report. The report included 2024 and 2025 Compensation Scale with salary ranges. The managers reviewed the proposed 2025 salary structure. A motion was made by Manager ChapdeLaine to adopt the 2025 salary structure as recommended by the personnel committee. Manager Doucette seconded. Motion carried unanimously.

7. **SWWD Website Re-Design Contract.** SWWD plans to redesign the current website. Following public feedback, education and outreach are anticipated to be a large part of the Watershed Management Plan update, which will be supported by online tools, resources, and information not currently available on our website. Furthermore, the current SWWD website does not meet ADA digital accessibility compliance law (ADA Title II). In April 2024, compliance rules were updated, requiring public entities with a total population of 50,000 or more to become compliant within two years of the publication date, in April 2026.  
A website redesign RFP was submitted and received three proposals, and one was selected by staff for its qualifications. The managers reviewed the finalized website redesign plan from Windmill Strategy, a Minnesota-based web design company. The plan contains a review of the project overview, approach, estimated timeline, estimated budget, and maintenance costs. Windmill Strategy's approach and understanding of the goals, and previous work with similar organizations, to align with staff's plan for the website. After discussion, a motion was made by Manager Doucette to approve the proposal from Windmill Strategy for the SWWD website re-design for \$68,940, plus monthly fees for hosting, security and maintenance services, and quarterly website audits. Manager Madigan seconded. Motion carried unanimously.

8. **Glacial Valley Park Trail.**

**Urban Edge Change Order 1.** Construction is substantially complete on the new Glacial Valley Trail, pending a short punch list of items. Work took place quickly during October. Change Order 1 seeks to rectify a couple of items related to site access routes and an overabundance of topsoil that required removal to support a suitable trail section. In total, the additional cost is \$27,615.80. A motion was made by Manager Madigan to approve Change Order 1 for \$27,615.80. Manager Stephens seconded. Motion carried unanimously.

**Urban Edge Pay Request 2.** The managers reviewed Pay Request 2 totaling \$139,342.23. Retainage has been recommended to be reduced to 2% to account for site restoration work that needs to be verified next spring. A few minor items still need to be completed onsite (bench and guidepost installation) and a few quantity adjustments are expected to be verified and recommended for payment by the engineer in a future pay request. We currently anticipate the total final construction cost of this project to be approximately \$270,000 once the final quantities are agreed upon; well below the engineer's original estimate of \$325,000. A motion was made by Manager Stephens to approve Urban Edge Pay Request 2 for \$139,342.23. Manager ChapdeLaine seconded. Motion carried unanimously.

**9. Hasenbank Peterson Companies Change Order 3.** Staff has worked with Peterson on the enclosed change order. The change modifies completion dates from its past summer to May 15, 2025 reflecting supply delays experienced over the past year. The change order also includes additional funds for construction testing that was added during construction and removal of a piezometer well that has been in place throughout construction. The total additional cost is \$8,684.03. A motion was made by Manager Madigan to approve Peterson Companies Change Order 3 for up to \$8,684.03. Manager Doucette seconded. Motion carried unanimously.

**10. Mississippi Dunes Reserve Ecological Management Plan-Friends of the Mississippi River.** Staff is working with the City of Cottage Grove to help develop plans for the restoration of native ecosystems at Mississippi Dunes Preserve. Friends of the Mississippi River (FMR) will conduct in-depth site surveys, identify management units, develop stewardship concepts and cost estimates which will all be compiled into a report and plan for the city to restore and preserve the site. Additionally, the documentation will assist the City and their designers with decisions that best elevate the ecological integrity of the site as the city explores active park options on portions of the site. FMR has a long history at Grey Cloud Dunes SNA and will provide invaluable assistance with partner collaboration, site expertise and identification of funding opportunities. The data provided by FMR will form the foundation for a Management Plan developed by SWWD staff in late 2025. A motion was made by Manager ChapdeLaine to approve the work order for FMR to provide Mississippi Dunes Management Plan background data. Manager Doucette seconded. Motion carried unanimously.

**11. Lower St. Croix Partnership 2025 Annual Plan of Work.** The Lower St. Croix Watershed Partnership's policy committee recommended approval of the group's 2025-2026 Biannual Plan of Work at their October 28 meeting. That recommendation sends the Annual Plan of Work to the individual member organizations for approval. To be adopted, the plan needs to be approved by 2/3rds of the Partnership members by December 28. A motion was made by Manager Doucette to approve the 2025-2026 work plan and authorize the Lower St. Croix Planning Team to make non-substantive changes to the work plan as required by the Board of Water and Soil Resources for grant implementation. Manager ChapdeLaine seconded. Motion carried unanimously.

**12. CAC Application.** The managers reviewed the CAC application from Sarah Lilja. A motion was made by Manager ChapdeLaine to appoint Sarah Lilja to the SWWD Citizens Advisory Committee. Manager Stephens seconded. Motion carried unanimously.

**13. Future Business and Meetings.**

- a) Budget Workshop with the Washington County Commissioners, Tuesday, November 12
- b) Regular Board Meeting, Tuesday, November 12, 2024 5pm
- c) MN Watersheds Annual Conference, December 4-6, 2024, Grandview Lodge, Nisswa, MN
- d) Regular Board Meeting, Tuesday, December 10, 2024 6pm
- e) SWWD Holiday Lunch, Wednesday, December 18, 2024
- f) SWWD CAC Meeting, Tuesday, December 17, 2024 5:30pm
- g) Annual Board Meeting, Tuesday, January 14, 2024 6pm
- h) Regular Board Meeting, Tuesday, February 11, 2024 6pm

**14. Adjourn**

The next regular Board Meeting will be held on Tuesday, December 10<sup>th</sup> at 6:00 pm. A motion was made by Manager Madigan to adjourn at 6:04 p.m. Manager ChapdeLaine seconded. Motion carried unanimously.

Respectfully submitted,

*Melissa Imse*

Melissa Imse, Operations Manager

Approved By:

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Mr. Mike Madigan, Secretary

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Date





<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item b</b>
<b>Title:</b> SWWD Monthly Accounting	<b>Board Action Requested:</b> <b>Approval of:</b> Treasurers Report Accounts payable for November 2024 Morcon Pay Request 14 Washington County 2 <sup>nd</sup> Half Tax Settlement Broker Certification-PMA Financial 4M	<b>Required Signatures</b> SWWD Treasurer
<b>Reviewed by:</b> JHL		
<p><b>Background/Justification</b></p> <p>Accounts Payable November 24: \$XX  Accounts Receivable November 24: \$2,113,905.18  4M fund Balance November 24: \$11,706,715.81</p> <p>Morcon Pay Request 14-Wilmes Alum Treatment \$111,007.50</p> <p>Washington County 2<sup>nd</sup> Half Tax Settlement-\$2,051,390.55</p> <p>Broker Certification-PMA Financial 4M</p>		
<b>Previous Action:</b> None		<b>Contact:</b> JHL
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> N/A		<b>Comments:</b>
<b>Fund</b> N/A	<b>Explanation</b>	<b>Fund Balance:</b> N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                              No Recommendation	<b>Comments</b>



▷ 2550 University Avenue West | Suite 400N | St. Paul, MN 55114  
Main 651.644.4389 + Fax 651.644.9446

▷ [HRGREEN.COM](https://www.hrgreen.com)

November 27, 2024

Kyle Axtell  
BMP Project Specialist  
South Washington Watershed District  
2302 Tower Drive  
Woodbury, MN 55125

Re: Wilmes Alum Treatment Facility: Morcon Payment Request #14

Dear Mr. Axtell,

Morcon is requesting payment of \$111,007.50 for the work completed as of November 29<sup>th</sup>, 2024. I recommend payment to Morcon for the quantities completed to date (*see attached*) in the amount of \$111,007.50. This amount represents the total amount completed less the 5% retainage of \$5,842.50. Construction on the chemical building is progressing and partial payments are warranted.

Substantial completion was originally scheduled for the end of September 2024; however, many factors have delayed the project. Work is progressing and final completion and acceptance of work may be completed by the end of 2024. Should weather or equipment further delay the project, startup may take place in the spring of 2025.

Please let me know if you have any questions.

Sincerely,

**HR GREEN, INC**

A handwritten signature in black ink that reads "Bridget Osborn".

**Bridget Osborn, PE, CFM – Project Manager**

TO OWNER:  
 South Washington Watershed District  
 2302 Tower Dr. - Woodbury, MN 55125

PROJECT: **Wilmes Lake Stormwater Treatment**

APPLICATION NO: **14**

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ENGINEER
<input type="checkbox"/>	CONTRACTOR
<input checked="" type="checkbox"/>	MORCON
<input type="checkbox"/>	

PERIOD TO: **29-Nov-24**

FROM CONTRACTOR:  
**Morcon Construction Co., Inc**  
 5151 Industrial Blvd. N.E.  
 Fridley, MN 55421

VIA ENGINEER: **HR Green**

MORCON INVOICE NO. **TH-23-088-14**

CONTRACT FOR: **Wilmes Lake Stormwater Treatment Facility**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>4,309,868.00</u>
2. Net change by Change Orders	\$	<u>115,386.96</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>4,425,254.96</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>4,409,834.06</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>220,491.70</u>
b. _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>220,491.70</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>4,189,342.36</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>4,078,334.86</u>
8. CURRENT PAYMENT DUE	\$	<u>111,007.50</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>235,912.60</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$115,386.96	
Total approved this Month	\$0.00	
<b>TOTALS</b>	<b>\$115,386.96</b>	
<b>NET CHANGES by Change Order</b>		<b>\$115,386.96</b>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **MORCON CONSTRUCTION CO, INC.**

By: \_\_\_\_\_ Date: 11/29/2024

State of: **MINNESOTA**  
 Subscribed and sworn to before me this 27th day of November, 2024  
 Notary Public: \_\_\_\_\_  
 My Commission expires: Jan 31, 2025



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 111,007.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: Bridget Osborn  
 By: \_\_\_\_\_ Date: 11/27/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

2 PAGE OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 14

APPLICATION DATE: 11/27/24

PERIOD TO: 11/29/24

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C Bid Qty	D Unit Price	E SCHEDULED VALUE	F Actual Qty	G WORK COMPLETED		I MATERIALS PRESENTLY STORED (NOT IN D OR E)	J TOTAL COMPLETED AND STORED TO DATE (D+E+F)	K % (G ÷ C)	L BALANCE TO FINISH (C - G)	M RETAINAGE (IF VARIABLE RATE) 5.00%
						FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
00001	Mobilization	1		\$395,300.50	1	\$395,300.50	\$0.00		\$395,300.50	100.00%	\$0.00	\$19,765.03
00002	Clearing / Grubbing	1		\$5,380.00	1	\$5,380.00	\$0.00		\$5,380.00	100.00%	\$0.00	\$269.00
00003	Tree Removal	19	\$500.00	\$9,500.00	19	\$9,500.00	\$0.00		\$9,500.00	100.00%	\$0.00	\$475.00
00004	Traffic Control	1		\$36,000.00	1	\$36,000.00	\$0.00		\$36,000.00	100.00%	\$0.00	\$1,800.00
00005	Excavating & Grading	38,459	\$20.00	\$769,180.00	38459	\$769,180.00	\$0.00		\$769,180.00	100.00%	\$0.00	\$38,459.00
00006	De-Watering	1		\$23,200.00	1	\$23,200.00	\$0.00		\$23,200.00	100.00%	\$0.00	\$1,160.00
00007	Remove Existing Trail	1,250	\$4.70	\$5,875.00	1250	\$5,875.00	\$0.00		\$5,875.00	100.00%	\$0.00	\$293.75
00008	Remove and Replace Curb and Gutter	78	\$58.50	\$4,563.00	78	\$4,563.00	\$0.00		\$4,563.00	100.00%	\$0.00	\$228.15
00009	Concrete Pad	3.30	\$4,500.00	\$14,850.00	3.3	\$14,850.00	\$0.00		\$14,850.00	100.00%	\$0.00	\$742.50
00010	Trail Reconstruction	1,920	\$40.00	\$76,800.00	1920	\$76,800.00	\$0.00		\$76,800.00	100.00%	\$0.00	\$3,840.00
00011	Permeable Articulated Concrete Block	1,113	\$20.50	\$22,816.50	1113	\$22,816.50	\$0.00		\$22,816.50	100.00%	\$0.00	\$1,140.83
00012	Lift Station and Valve Vault	1		\$703,439.00	0.98	\$691,095.10	\$0.00		\$691,095.10	98.25%	\$12,343.90	\$34,554.76
00013	<b>Chemical Building &amp; Equipment</b>	1										
00013A	Division 03 CIP Concrete	1		\$125,000.00	1	\$125,000.00	\$0.00		\$125,000.00	100.00%	\$0.00	\$6,250.00
00013B	Division 03 PreCast Concrete	1		\$26,000.00	1	\$26,000.00	\$0.00		\$26,000.00	100.00%	\$0.00	\$1,300.00
00013C	Division 04 Masonry	1		\$115,000.00	1	\$115,000.00	\$0.00		\$115,000.00	100.00%	\$0.00	\$5,750.00
00013D	Division 05 Metals	1		\$48,000.00	1	\$48,000.00	\$0.00		\$48,000.00	100.00%	\$0.00	\$2,400.00
00013E	Division 06 Structural Composites & FRP Grating	1		\$28,000.00	1	\$28,000.00	\$0.00		\$28,000.00	100.00%	\$0.00	\$1,400.00
00013F	Division 07 Wtp/Insul/Air Barriers	1		\$30,000.00	1	\$30,000.00	\$0.00		\$30,000.00	100.00%	\$0.00	\$1,500.00
00013G	Divions 07 Composite Panles/Rainscreen/SM	1		\$260,000.00	1	\$260,000.00	\$0.00	\$0.00	\$260,000.00	100.00%	\$0.00	\$13,000.00
00013H	Division 07 Fire/Smoke/Joint Sealers	1		\$7,500.00	1	\$2,500.00	\$5,000.00		\$7,500.00	100.00%	\$0.00	\$375.00
00013I	Division 08 HM Doors & Hardware	1		\$25,000.00	1	\$25,000.00	\$0.00		\$25,000.00	100.00%	\$0.00	\$1,250.00
00013J	Division 08 Floor Hatches	1		\$15,000.00	1	\$0.00	\$15,000.00		\$15,000.00	100.00%	\$0.00	\$750.00
00013K	Division 08 Aluminum Windows/Glass/Glazing	1		\$27,000.00	1	\$27,000.00	\$0.00		\$27,000.00	100.00%	\$0.00	\$1,350.00
00013L	Divions 08 Coiling Door	1		\$15,000.00	1	\$15,000.00	\$0.00		\$15,000.00	100.00%	\$0.00	\$750.00
00013M	Division 09 Gypsum and Metal Truss	1		\$75,000.00	1	\$75,000.00	\$0.00		\$75,000.00	100.00%	\$0.00	\$3,750.00
00013N	Division 09 Painting	1		\$36,000.00	1	\$36,000.00	\$0.00		\$36,000.00	100.00%	\$0.00	\$1,800.00
00013O	Division 10 Toilet Accs and Fire Protection	1		\$7,500.00	1	\$0.00	\$7,500.00		\$7,500.00	100.00%	\$0.00	\$375.00
00013P	Division 21 Fire Suppression	1		\$12,500.00	1	\$12,500.00	\$0.00		\$12,500.00	100.00%	\$0.00	\$625.00
00013Q	Division 22 & 23 Plumbing/HVAC	1		\$95,000.00	1	\$95,000.00	\$0.00		\$95,000.00	100.00%	\$0.00	\$4,750.00
00013R	Division 25/26/27/28 Building Related	1		\$126,700.00	0.98	\$120,000.00	\$4,250.00		\$124,250.00	98.07%	\$2,450.00	\$6,212.50
00013S	Division 46 Building Related	1		\$69,254.00	0.98	\$67,500.00	\$500.00		\$68,000.00	98.19%	\$1,254.00	\$3,400.00
00014	Electrical and Instrumental and Control	1		\$379,500.00	0.98	\$317,590.00	\$55,000.00		\$372,590.00	98.18%	\$6,910.00	\$18,629.50
00015	Pond Clay Liner	2,334	\$20.00	\$46,680.00	2334	\$46,680.00	\$0.00		\$46,680.00	100.00%	\$0.00	\$2,334.00
00016	Pond Sand Liner	1,167	\$40.00	\$46,680.00	1167	\$46,680.00	\$0.00		\$46,680.00	100.00%	\$0.00	\$2,334.00
00017	Water Main, 4"	30	\$220.00	\$6,600.00	30	\$6,600.00	\$0.00		\$6,600.00	100.00%	\$0.00	\$330.00
00018	Water Main, 6"	230	\$130.00	\$29,900.00	230	\$29,900.00	\$0.00		\$29,900.00	100.00%	\$0.00	\$1,495.00
00019	Water Service Piping, 2" Copper	30	\$180.00	\$5,400.00	30	\$5,400.00	\$0.00		\$5,400.00	100.00%	\$0.00	\$270.00
00020	Sanitary Sewer, 4"	40	\$530.00	\$21,200.00	40	\$21,200.00	\$0.00		\$21,200.00	100.00%	\$0.00	\$1,060.00
00021	Hydrant, Gate Valve, & Box	1		\$14,300.00	1	\$14,300.00	\$0.00		\$14,300.00	100.00%	\$0.00	\$715.00
00022	Storm Sewer, 10" PVC	775	\$120.00	\$93,000.00	775	\$93,000.00	\$0.00		\$93,000.00	100.00%	\$0.00	\$4,650.00

# CONTINUATION SHEET

AIA DOCUMENT G703

2 PAGE OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 14

APPLICATION DATE: 11/27/24

PERIOD TO: 11/29/24

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C Bid Qty	D Unit Price	E SCHEDULED VALUE	F Actual Qty	G WORK COMPLETED		I MATERIALS PRESENTLY STORED (NOT IN D OR E)	J TOTAL COMPLETED AND STORED TO DATE (D+E+F)	K % (G ÷ C)	L BALANCE TO FINISH (C - G)	M RETAINAGE (IF VARIABLE RATE) 5.00%
						FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
00023	Storm Sewer, 12" RCP	258	\$80.00	\$20,640.00	258	\$20,640.00	\$0.00		\$20,640.00	100.00%	\$0.00	\$1,032.00
00024	Storm Sewer, 15" RCP	324	\$110.00	\$35,640.00	324	\$35,640.00	\$0.00		\$35,640.00	100.00%	\$0.00	\$1,782.00
00025	Storm Sewer, 18" RCP	85	\$150.00	\$12,750.00	85	\$12,750.00	\$0.00		\$12,750.00	100.00%	\$0.00	\$637.50
00026	Storm Sewer, 24" RCP	69	\$200.00	\$13,800.00	69	\$13,800.00	\$0.00		\$13,800.00	100.00%	\$0.00	\$690.00
00027	Flared End Section	4	\$4,600.00	\$18,400.00	4	\$18,400.00	\$0.00		\$18,400.00	100.00%	\$0.00	\$920.00
00028	SAFL Baffle	1		\$29,600.00	1	\$0.00	\$29,600.00		\$29,600.00	100.00%	\$0.00	\$1,480.00
00029	Special Drainage Structure (MH-04)	1		\$76,900.00	1	\$76,900.00	\$0.00		\$76,900.00	100.00%	\$0.00	\$3,845.00
00030	4' Diameter Standard Manhole	1		\$8,800.00	1	\$8,800.00	\$0.00		\$8,800.00	100.00%	\$0.00	\$440.00
00031	5' Diameter Standard Manhole	1		\$11,600.00	1	\$11,600.00	\$0.00		\$11,600.00	100.00%	\$0.00	\$580.00
00032	8' Diameter Standard Manhole	1		\$52,200.00	1	\$52,200.00	\$0.00		\$52,200.00	100.00%	\$0.00	\$2,610.00
00033	10' Diameter Standard Manhole	1		\$85,300.00	1	\$85,300.00	\$0.00		\$85,300.00	100.00%	\$0.00	\$4,265.00
00034	4' Diameter Catch Basin	4	\$6,900.00	\$27,600.00	4	\$27,600.00	\$0.00		\$27,600.00	100.00%	\$0.00	\$1,380.00
00035	Random RipRap	76	\$120.00	\$9,120.00	201	\$24,120.00	\$0.00		\$24,120.00	264.47%	(\$15,000.00)	\$1,206.00
00036	Erosion Control	1		\$47,500.00	1	\$47,500.00	\$0.00		\$47,500.00	100.00%	\$0.00	\$2,375.00
00037	Bid Alternate 1	1		\$6,400.00	1	\$6,400.00	\$0.00		\$6,400.00	100.00%	\$0.00	\$320.00
	<b>Additional Work</b>											
00001	Schedule and Flushing Connection	1	\$44,999.71	\$44,999.71		\$44,999.71	\$0.00		\$44,999.71	100.00%	\$0.00	\$2,249.99
00002	Flushing Sensor Transducer and DLI Changes	1	\$30,870.69	\$30,870.69		\$23,410.69	\$0.00		\$23,410.69	75.83%	\$7,460.00	\$1,170.53
00003	Pond Quantities and FO 003	1	\$39,513.56	\$39,513.56		\$39,513.56	\$0.00		\$39,513.56	100.00%	\$0.00	\$1,975.68
	<b>GRAND TOTALS</b>			\$4,425,251.96		\$4,292,984.06	\$116,850.00	\$0.00	\$4,409,834.06	99.65%	\$15,417.90	\$220,491.70

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



**NOTIFICATION TO BROKER AND CERTIFICATION BY BROKER  
PURSUANT TO MINN. STAT. § 118A.04**

**I. Broker Information**

1. Name of Firm: \_\_\_\_\_
2. Address: (Local) \_\_\_\_\_  
(National) \_\_\_\_\_
3. Telephone Number: Local \_\_\_\_\_ National \_\_\_\_\_
4. Primary Representative/Manager/Partner in charge:  
\_\_\_\_\_  
Name and Title Telephone Number

**II. Statement of Investment Restrictions:**

To: \_\_\_\_\_ (name of broker)

The investments of \_\_\_\_\_ (name of government entity)  
must comply with the requirements of Minn. Stat §§ 118A.04, 118A.05 and 118A.06.

\_\_\_\_\_  
(signed by official of local government) (date)

**III. Statement of Additional Investment Restrictions: (fill in if applicable)**

Further be advised that \_\_\_\_\_ (name of government entity)  
restricts its investments as provided:  
[ ] in the attached Investment Policy  
[ ] in the attached resolution(s) of the governing body.

\_\_\_\_\_ (name of government entity) will provide  
to the broker copies of any changes to the Additional Investment Restrictions identified herein.

\_\_\_\_\_  
(signed by official of local government) (date)

**IV. Certification**

We agree to conduct your investment transactions in accordance with Minn. Stat §§ 118A.04,  
118A.05 and 118A.06 and the provisions of any Additional Restrictions set forth in Section III above.

\_\_\_\_\_  
(signed by authorized representative of broker) (date)

Prior to completing an initial transaction with a broker, and annually thereafter, this form must be completed.  
See instructions.



<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item c</b>
<b>Title:</b> SWWD Calendar	<b>Board Action Requested:</b> None Requested	<b>Required Signatures</b>
<b>Reviewed by:</b> JHL		
<p><b>Background/Justification:</b></p> <p>Calendar/Meetings</p> <ul style="list-style-type: none"> <li>i) Regular Board Meeting, Tuesday, December 10, 2024 6pm</li> <li>ii) SWWD CAC Meeting, Tuesday, December 17, 2024 5:30pm</li> <li>iii) SWWD Holiday Lunch-Wednesday, December 18, 2024</li> <li>iv) Annual Board Meeting, Tuesday, January 14, 2025 6pm</li> <li>v) Regular Board Meeting, Tuesday, February 11, 2025 6pm</li> <li>vi) Minnesota Watersheds Legislative Event, Wednesday, February 19, 2025</li> <li>vii) Regular Board Meeting, Tuesday, March 11, 2025 6pm</li> </ul>		
<b>Previous Action:</b> None		<b>Contact:</b> JHL
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> N/A		<b>Comments:</b>
<b>Fund</b> N/A	<b>Explanation</b>	<b>Fund Balance:</b> N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> Approval <b><u>Informational</u></b> Denial                        No Recommendation	<b>Comments</b>





<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item d</b>
<b>Title:</b> Development Review	<b>Board Action Requested:</b> None Requested	<b>Required Signatures</b>
<b>Reviewed by:</b> JHL		
<p><b>Background/Justification:</b></p> <p>Development Reviews</p> <ul style="list-style-type: none"> <li>i) <u>Final</u> <ul style="list-style-type: none"> <li>(1) None</li> </ul> </li> <li>ii) <u>On Going</u> <ul style="list-style-type: none"> <li>(1) Erin Glen, Denmark Township</li> <li>(2) La Lake/Bailey Meadows, Newport</li> <li>(3) Cherrywood/Cherry Meadow, Newport/Woodbury</li> </ul> </li> <li>iii) <u>New</u> <ul style="list-style-type: none"> <li>(1) None</li> </ul> </li> </ul>		
<b>Previous Action:</b> None		<b>Contact:</b> JHL
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> N/A		<b>Comments:</b>
<b>Fund</b> N/A	<b>Explanation</b>	<b>Fund Balance:</b> N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> Approval                      Informational Denial <b><u>No Recommendation</u></b>	<b>Comments</b>

# November 2024 Development Reviews

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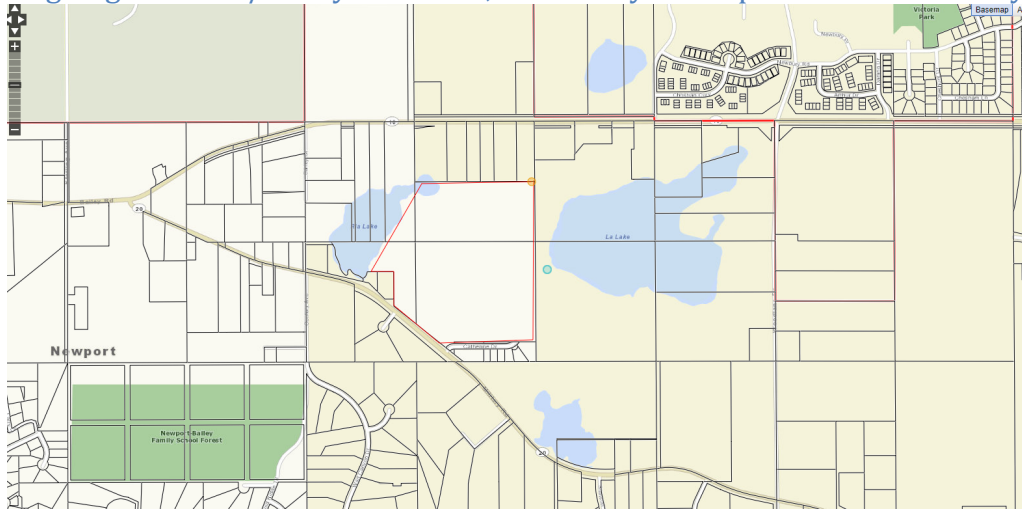
Ongoing: Erin Glen, Denmark Township



November 2024: The developer claims to have completed several of the directed actions and has asked the Township to verify and release escrow.

December 2023: For several months, SWWD has been assisting Denmark Township staff with issues at the Erin Glen development. Erin Glen was initially reviewed and approved by the Township, with SWWD assistance, in 2015. The project did not begin until 2024. During land clearing the developer encroached on an existing easement meant to preserve existing natural tree cover. SWWD staff have been assisting the affected landowner and Township staff to determine extent of impact, identify potential modifications to constructed infrastructure to avoid ongoing impacts, and specify a restoration plan. As of December, the Township has directed the developer to modify constructed infrastructure and restore the impacted easement prior to issuance of subsequent building permits for individual homes.

## Ongoing: La Lake/Bailey Meadows, Woodbury – Newport intercommunity flow



November 2024: SWWD, Washington County, Woodbury, and Newport continue to collaborate on system improvements following high water in 2019 and 2020. Woodbury has developed potential improvements through the Woodbury portion of the system. SWWD and its consultants have begun modeling the system and proposed improvements as well as their downstream impacts through Newport and to the Mississippi River.

## Ongoing: Cherrywood/Cherry Meadow; Newport/Woodbury



November: Woodbury has approved preliminary plat of the Cherry Meadows development on the Woodbury side. Newport is still going through their permitting process to address ongoing concerns with the Cherrywood development on the Newport side.

June: Staff is assisting Newport with review of a proposed development on the Newport/Woodbury border. Cherrywood, on the Newport side, is up against the bluff. The developer is having difficulty meeting SWWD's bluff setback of 60 feet. SWWD's bluff buffer is far greater than that required by the City and State. Staff believes that reducing the District's setback in exchange for directing all drainage from impervious surfaces away from the bluff and additional landscape/restoration requirements to stabilize the bluff would meet the intent of the District's rule. The bluff buffer would be incorporated into an outlot instead of individual parcels for protection and future management. The resulting condition would be a 30' buffer of native vegetation plus a minimum 12' setback from the edge of the buffer to any structure.

### **Final: Municipal Reviews, Cottage Grove**

The City of Cottage Grove enforces compliance with District rules through City permits. The following projects have been permitted in 2024.

- Greymont Village 2<sup>nd</sup> Addition final plat
- Mississippi Landing Final Plat and 1<sup>st</sup> Addition
- Hawthorne Pines 3<sup>rd</sup> Addition final plat
- Summer Valley Final Plat
- Preserve at Prairie Dunes Prelim Plat and PUD
- Gateway North 2<sup>nd</sup> Addition Preliminary and Final Plat

### **Final: Municipal Reviews, Woodbury**

The City of Woodbury enforces compliance with District rules through City permits. The following projects have been permitted in 2024.

- Westwind 2<sup>nd</sup> Addition final plat
- Cherry Meadows PUD, CUP, and preliminary plat





<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item e</b>
<b>Title:</b> Wetland Conservation Act-None	<b>Board Action Requested:</b>	<b>Required Signatures</b> SWWD Administrator
<b>Reviewed by:</b> JHL		
<b>Background/Justification:</b>  i) Notice of Application-Math and Science Academy i) Notice of Decision-CSAH 13 Radio Drive Corridor Improvements, City of Woodbury ii) Notice of Decision-La Lakes Trails, City of Woodbury		
<b>Previous Action:</b> None		<b>Contact:</b> JHL
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> N/A		<b>Comments:</b>
<b>Fund</b> N/A	<b>Explanation</b>	<b>Fund Balance:</b> N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> Approval                      Informational Denial <b><u>No Recommendation</u></b>	<b>Comments</b>

Complete

NOA

TEP

NOD



# Minnesota Wetland Conservation Act Notice of Application



<b>Local Government Unit:</b> SWWD	<b>County:</b> Washington
<b>Applicant Name:</b> JB Vang, C/O Cerena Vang	<b>Applicant Representative:</b> Mary Clare McAleer
<b>Project Name:</b> Math and Science Academy No Wetland Delineation <b>LGU Project No. (if any):</b>	
<b>Date Complete Application Received by LGU:</b> 11-4-24	
<b>Date this Notice was Sent by LGU:</b> 11-25-24	
<b>Date that Comments on this Application Must Be Received By LGU<sup>1</sup>:</b> 12-16-24	

<sup>1</sup> minimum 15 business day comment period for Boundary & Type, Sequencing, Replacement Plan and Bank Plan Applications

### WCA Decision Type - check all that apply

<input checked="" type="checkbox"/> Wetland Boundary/Type	<input type="checkbox"/> Sequencing	<input type="checkbox"/> Replacement Plan	<input type="checkbox"/> Bank Plan (not credit purchase)
<input type="checkbox"/> No-Loss (8420.0415)	<input type="checkbox"/> Exemption (8420.0420)		
Part: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H		Subpart: <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9	

### Replacement Plan Impacts (replacement plan decisions only)

<b>Total WCA Impact Area Proposed:</b>
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### Application Materials

<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Other <sup>1</sup> (specify):
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<sup>1</sup> Link to ftp or other accessible file sharing sites is acceptable.

### Comments on this application should be sent to:

<b>LGU Contact Person:</b> Jay Riggs		
<b>E-Mail Address:</b> jriggs@mnwcd.org		
<b>Address and Phone Number:</b> 455 Hayward Ave N, Oakdale, MN 55128 / 651-587-6622		
<b>Decision-Maker for this Application:</b>		
<input checked="" type="checkbox"/> Staff	<input type="checkbox"/> Governing Board/Council	<input type="checkbox"/> Other (specify):

### Notice Distribution (include name)

Required on all notices:

<input checked="" type="checkbox"/> SWCD TEP Member: Jay Riggs	<input checked="" type="checkbox"/> BWSR TEP Member: Ben Meyer
<input checked="" type="checkbox"/> LGU TEP Member (if different than LGU contact): John Loomis	
<input checked="" type="checkbox"/> DNR Representative: Dan Scollan	
<input checked="" type="checkbox"/> Watershed District or Watershed Mgmt. Org.: SWWD	
<input checked="" type="checkbox"/> Applicant (notice only):	<input checked="" type="checkbox"/> Agent/Consultant (notice only):

Optional or As Applicable:

<input checked="" type="checkbox"/> Corps of Engineers:	
<input type="checkbox"/> BWSR Wetland Mitigation Coordinator (required for bank plan applications only):	
<input type="checkbox"/> Members of the Public (notice only):	<input type="checkbox"/> Other:

<b>Signature:</b>	<b>Date:</b> 11-25-24
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This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.



## Minnesota Wetland Conservation Act Notice of Decision

<b>Local Government Unit:</b> SWWD	<b>County:</b> Washington
<b>Applicant Name:</b> Washington County	<b>Applicant Representative:</b> Claire Freesmeier, SRF
<b>Project Name:</b> CSAH 13 Radio Drive Corridor Improvement Update 2024	
<b>LGU Project No. (if any):</b>	
<b>Date Complete Application Received by LGU:</b> 10-01-24	
<b>Date of LGU Decision:</b> 11-27-24	
<b>Date this Notice was Sent:</b> 11-27-24	

**WCA Decision Type** - check all that apply

<input checked="" type="checkbox"/> Wetland Boundary/Type	<input type="checkbox"/> Sequencing	<input type="checkbox"/> Replacement Plan	<input type="checkbox"/> Bank Plan (not credit purchase)
<input type="checkbox"/> No-Loss (8420.0415)	<input type="checkbox"/> Exemption (8420.0420)		
Part: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H		Subpart: <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9	

**Replacement Plan Impacts** (replacement plan decisions only)

Total WCA Wetland Impact Area:
Wetland Replacement Type: <input type="checkbox"/> Project Specific Credits: <input type="checkbox"/> Bank Credits: LRRP
Bank Account Number(s):

**Technical Evaluation Panel Findings and Recommendations** (attach if any)

<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Approve w/Conditions <input type="checkbox"/> Deny <input type="checkbox"/> No TEP Recommendation
--

**LGU Decision**

<input type="checkbox"/> Approved with Conditions (specify below) <sup>1</sup> List Conditions:	<input checked="" type="checkbox"/> Approved <sup>1</sup>	<input type="checkbox"/> Denied
<b>Decision-Maker for this Application:</b> <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Governing Board/Council <input type="checkbox"/> Other:		
<b>Decision is valid for:</b> <input checked="" type="checkbox"/> 5 years (default) <input type="checkbox"/> Other (specify):		

<sup>1</sup> *Wetland Replacement Plan approval is not valid until BWSR confirms the withdrawal of any required wetland bank credits. For project-specific replacement a financial assurance per MN Rule 8420.0522, Subp. 9 and evidence that all required forms have been recorded on the title of the property on which the replacement wetland is located must be provided to the LGU for the approval to be valid.*

**LGU Findings** – Attach document(s) and/or insert narrative providing the basis for the LGU decision<sup>1</sup>.

<p>The TEP reviewed the site and concurs with the boundaries and types attached.</p> <p>The LGU concurs with the TEP findings. The decision is valid for 5 years.</p>
---

<sup>1</sup> *Findings must consider any TEP recommendations.*

**Attached Project Documents**

<input checked="" type="checkbox"/> Site Location Map <input checked="" type="checkbox"/> Project Plan(s)/Descriptions/Reports (specify): Boundary Map
--

**Notice Distribution (include name)**

*Required on all notices:*



<input checked="" type="checkbox"/> SWCD TEP Member: Jay Riggs	<input checked="" type="checkbox"/> BWSR TEP Member: Ben Meyer
<input type="checkbox"/> LGU TEP Member (if different than LGU contact):	
<input checked="" type="checkbox"/> DNR Representative: Dan Scollan	
<input checked="" type="checkbox"/> Watershed District or Watershed Mgmt. Org.: John Loomis	
<input checked="" type="checkbox"/> Applicant:	<input checked="" type="checkbox"/> Agent/Consultant:

*Optional or As Applicable:*

<input checked="" type="checkbox"/> Corps of Engineers:	
<input type="checkbox"/> BWSR Wetland Mitigation Coordinator (required for bank plan applications only):	
<input type="checkbox"/> Members of the Public (notice only):	<input type="checkbox"/> Other:

<b>Signature:</b> 	<b>Date:</b> 11-27-24
--	-----------------------

**This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.**



<input checked="" type="checkbox"/> SWCD TEP Member: Jay Riggs	<input checked="" type="checkbox"/> BWSR TEP Member: Ben Meyer
<input type="checkbox"/> LGU TEP Member (if different than LGU contact):	
<input checked="" type="checkbox"/> DNR Representative: Dan Scollan	
<input checked="" type="checkbox"/> Watershed District or Watershed Mgmt. Org.: John Loomis	
<input checked="" type="checkbox"/> Applicant:	<input checked="" type="checkbox"/> Agent/Consultant:

*Optional or As Applicable:*

<input checked="" type="checkbox"/> Corps of Engineers:	
<input type="checkbox"/> BWSR Wetland Mitigation Coordinator (required for bank plan applications only):	
<input type="checkbox"/> Members of the Public (notice only):	<input type="checkbox"/> Other:

<b>Signature:</b> 	<b>Date:</b> 11-22-24
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**This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.**



<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item f</b>
<b>Title:</b> Cost Share Program	<b>Board Action Requested:</b> Approve Applications and Payments	<b>Required Signatures</b> SWWD Administrator
<b>Reviewed by:</b> JHL		
<b>Background/Justification:</b>  i) Jennifer Bernstein-Hanlon-Final Payment (\$500)		
<b>Previous Action:</b> None		<b>Contact:</b> JHL
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> N/A		<b>Comments:</b>
<b>Fund</b>	<b>Explanation</b>	<b>Fund Balance:</b> N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                 No Recommendation	<b>Comments</b>

# Explanation of Funding

## South Washington Watershed District - Cost-Share Program

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**Landowner:** Jennifer Bernstein-Hanlon  
**Address:** 1695 Sheffield Drive, Woodbury, MN 55125

### Cost Schedule A - Materials & Contracted Labor

Work or Material	RECEIPT - LOCATION/DATE	QTY	UNIT	UNIT COST	AMOUNT
Plant Grant	Outback Nursery 10/05/2024				\$ 508.75

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TOTAL MATERIALS COST \$ 508.75

TOTAL PROJECT COST (CONSTRUCTION +LABOR) \$ 508.75

SWWD Cost-Share Amount \$ 500.00



<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item g</b>
<b>Title:</b> Miscellaneous Correspondence	<b>Board Action Requested:</b> None	<b>Required Signatures</b> None
<b>Reviewed by:</b> JHL		
<b>Background/Justification:</b>		
<b>Previous Action:</b>		<b>Contact:</b> JHL
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> None		<b>Comments:</b>
<b>Fund</b>	<b>Explanation</b>	<b>Fund Balance:</b> N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                              No Recommendation	<b>Comments</b>



<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 5a</b>
<b>Title:</b> SWWD Project Update	<b>Board Action Requested:</b> None requested at this time	<b>Required Signatures</b> None
<b>Reviewed by:</b> JHL		<b>Presented by:</b> Loomis
<b>Background/Justification:</b> <ul style="list-style-type: none"> <li>• Trout Brook</li> <li>• Glacial Valley Park and Open Space</li> <li>• Campus Greening</li> <li>• Wilmes Lake Alum Treatment Facility</li> <li>• Hasenbank Woods/Powers Lake BMP</li> <li>• St. Paul Park Public Works Underground BMP</li> <li>• Markgrafs Lake Retrofit Analysis</li> <li>• Colby Lake Retrofit Analysis</li> <li>• Northern Watershed/CDSF/East Ravine Review and Optimization</li> <li>• Cottage Grove Ravine Regional Park</li> <li>• St. Croix Bluffs Regional Park</li> <li>• CR74 – 65<sup>th</sup> &amp; Geneva</li> <li>• Watershed Management Plan Update</li> <li>• In-Lake AIS Management</li> <li>• Newport Open Space Planning</li> <li>• Armstrong Lake Wetland Cattail Harvesting</li> </ul>		
<b>Previous Action:</b> None		<b>Contact:</b> JHL
<b>Date Received:</b>  December 4, 2024	<b>SWWD Administrator/Date:</b>  December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b>		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> Approval <u>Informational</u> Denial                No Recommendation	<b>Comments</b>



# Memo

**To:** SWWD Board of Managers  
**From:** John Loomis, SWWD Administrator  
**Date:** December 4, 2024  
**Re:** SWWD Projects Update

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## **Trout Brook**

Staff continues to work on vegetation along stream buffers within Phase II and Phase III areas to ensure project success. Working with DNR and Great River Greening, staff is exploring potential volunteer opportunities to highlight the stream project. Removal of invasive buckthorn woods would enhance the opportunity to view the project from public trails. Staff has been coordinating with the DNR to remove buckthorn both within the State Park and on Afton Alps property, especially near State Endangered Butternut as required by a take permit issued to the project. Reed Canary Grass eradication efforts have concluded in 2024 and appear to have been quite successful. Staff will review in 2025 to assess rebounding populations of the persistent invasive grass species.

## **Glacial Valley Park and Open Space**

*Glacial Valley Park Learning Center and Interpretive Area Design:* SWWD has an updated/final schematic design for the future Glacial Valley Park Learning Center and Interpretive Area and is ready to proceed with design of the structures. The working plan has been to have the park features ready to install as development progresses with extension of Glacial Valley Road. The road extension would provide access and utilities for the learning center. Before then, SWWD is working to get trails established on the site. Soft trails are currently being maintained on the site.

Construction is complete of the asphalt trail connecting Woodbury to Cottage Grove through Glacial Valley Park except for installation of a bench that is delayed by supply issues. Final payment is expected to occur in the spring once vegetation establishment is complete.

Woodbury is planning an active park area immediately West of Glacial Valley which will also provide parking for Glacial Valley. Staff is currently working with Woodbury staff to review the site plan and identify modifications to meet both City and SWWD goals for the joint park area.

Cedarhurst prairie buffer restoration site prep and seeding was completed in summer, 2022 and activities have continued into 2023. Contractor will continue to monitor and maintain through 2024 growing season.

Maintenance throughout Glacial Valley Park continues to target woody species, especially aspen/cottonwood clumps. Central Basin on north side of Glacial Valley Parkway is focus of



ongoing restoration efforts with reseeding of the site with a high diversity mix planned for May, 2024. A combination of wet winters with significant snowmelt, followed by multi-year summer drought severely limited native species establishment. Prescribed burn occurred in end of April, 2024 on the southeast unit of the park in the northwest quadrant of the County Highway 19 and Ravine Parkway intersection. The northernmost unit of the park is likely up for prescribed burn in Spring, 2025.

### **Campus Greening**

*All Campuses:* Staff is developing plans with Great River for unified maintenance for an additional year to bring all campuses to the best condition possible.

*Lake and Middleton:* Staff is continuing to assist teachers and students in developing and enhancing prairies through the addition of greater forb diversity with teachers taking fully taking on the projects in 2024/2025 with only occasional involvement by SWWD staff. Staff will continue to provide guidance with in-classroom programs with 7<sup>th</sup> grade students with seed collection, plant growing and seed sowing planned for 2025 with reduced oversight as teachers are taking on more of the programming.

*Crestview Elementary:* Staff will work with the school staff to have students overseed areas where contractor has been attempting to knock back cool season grasses. WCD continues conducting regular maintenance in woodlands. Opportunities for future grazing of prairies with Dodge Nature Center are being considered on the campus.

*Nuevas Fronteras:* RES continues to provide maintenance through 2024 with establishment maintenance at Nuevas Fronteras. Prairies are looking very good on the site with high levels of native flowers dominating. Spring prescribed burn was conducted in April, 2024. Disturbed area along 9<sup>th</sup> Street will were seeded immediately following April burn and are being monitored and reseeded by staff after BMP maintenance.

*Valley Crossing:* Continued maintenance in fall, 2024 will involve continued mowing and spot treatment of invasive species in newly seeded areas. Staff is again working with an engaged parent to enhance prairie diversity though student growing and plantings and will likely continue this coordination in 2025. 4<sup>th</sup> Grade teachers are working with WCD EMREP staff to develop ongoing water quality programming to incorporate into regular school curriculum.

*Grey Cloud and Cottage Grove:* Contractor is conducting regular establishment maintenance as prairies develop. Staff continues to work with teachers and students to establish pollinator gardens and assist with programs.

*Carpenter Nature Center:* Carpenter Nature Center (CNC) completed the six week in-classroom and in-field Water Quality programming with 6<sup>th</sup> graders at Cottage Grove and Lake Middle Schools in Fall, 2024. Carpenter programming will continue in Spring, 2025 at Oltman Middle School.

### **Wilmes Lake Alum Treatment Facility**

Morcon's construction activities are nearly complete. The lift station control panel we were waiting on all year has been installed. The asphalt trail is now open to the public.

The settling pond's clay liner has proven to not hold water and does not meet project specifications, according to HR Green. Communication has been formally made to Morcon regarding this and discussions will continue on finding an agreeable solution.

Much of the project has met substantial completion, aside from acceptable completion of the settling pond and official startup of the process systems. With the onset of winter, system startup must wait until spring of 2025. In the near future we will be exploring how this affects schedules in the contract and how the contract may be amended to reflect the new anticipated schedule. Staff currently does not anticipate enforcing liquidated damages despite the passing of the September 29 substantial completion date in the contract.

MNL has significantly completed its native seeding and restoration work. Staff wishes to have additional topsoil, seed and mulch installed along the trail edges in the spring. This work has been incorporated into a small change order with MNL.

### **Hasenbank Woods/Powers Lake BMP**

This project involves several complimentary efforts, including woodland restoration, wetland restoration, stormwater treatment on the existing City owned parcel between Fish Lake and Powers Lake, and completion of the trail ringing Powers Lake.

Hasenbank Woods restoration continues. WCD staff conducted herbicide applications to broadleaf weeds, targeting common buckthorn and additional applications targeting cool season grasses. These sites will be broadcast snow seeding has begun and will continue into winter, 2025. Likely volunteer events beginning in 2025 and 2026 will focus on hand pulling of garlic mustard which presents the next greatest threat to the site. Expedited CPL grant is complete with final reports expected in early January. Staff will monitor effectiveness of activities and assess future steps in 2025.

Staff is working with City of Woodbury to help to implement wetland restoration plans developed by Critical Connections Ecological Services supported by DNR CPL Grant. Staff provided support to the City to obtain grant funding.

Construction of the stormwater park is largely complete with startup and testing pushed out to Spring of 2025. Traverse Des Sioux has the contract for site restoration. Seeding and planting is also largely complete.

Staff continues to coordinate with our two artists, city staff, engineer and contractor on fabrication and installation of a suite of approved art installation concepts. Chris Harrison's "Gears" installation was completed in May. Aaron Dysart has completed his "Branching Out" sculpture which is scheduled to be installed on December 3. Work continues on "Flowing Roots" which will be installed in the spring of 2025. Didactic signage is complete and is pending installation onsite. Staff continues to coordinate with SWCTC on a future production centering on these endeavors.

### **St. Paul Park Public Works Underground BMP**

Pember Companies has fully completed construction of this project. The final pay request remains on hold pending receipt of final contract paperwork.

### **Markgrafs Lake Retrofit Analysis**

SRF has submitted to staff its draft final report for this effort; a regional feasibility study to narrow down the best options to reduce phosphorus loading from the lake's 370 acre subwatershed. One project has been recommended to Woodbury to include in a road reconstruction project scheduled for 2025. A large Contech CDS unit is proposed for a neighborhood on the east side of the lake.

Staff has reached out to Target Corporation to begin discussions about a future retrofit of existing stormwater BMPs associated with their site. SRF has recommended a wet pond expansion and installation of a CC17 filter bench to enhance phosphorus treatment and aesthetics of the site. Several other projects have been identified, including additional monitoring and study of the large regional pond at Sam's Club. SRF has retained LimnoTech to complete some end of season sampling of the Sam's Club pond to provide baseline data for further analysis.

Staff is has provided feedback to SRF and expects a final draft report in the coming weeks.

### **Colby Lake Retrofit Analysis**

Staff is working with SRF for another regional BMP feasibility assessment for Colby Lake, similar to work currently underway for Markgrafs Lake. An internal kickoff meeting took place in August and Woodbury staff will be brought into the process soon for a formal full-team kickoff on December 17. This study, along with the Markgrafs Lake study, will drive BMP development in the northern central draw watershed for our upcoming watershed management plan.

### **Northern Watershed/CDSF/East Ravine Review and Optimization**

SWWD awarded a 2022 CCIP grant to the City of Woodbury to complete further analysis on the Bailey pump station as recommended in the completed system review. The analysis looked specifically at flood proofing, backup power generation, upstream ponding capacity, and electrical analysis. At their April 2024 meeting, SWWD awarded a subsequent CCIP grant to the City to begin implementing identified improvements. SWWD staff will continue to engage with the City and track progress of this resiliency focused effort. The City is currently working on final design of proposed improvements.

### **Cottage Grove Ravine Regional Park**

Staff is coordinating efforts to provide restoration and native plant communities management within Cottage Grove Ravine Park with a focus on areas within the SWWD drainage easement. Discussions are focused on management of invasive species, with a focus on Common Buckthorn, Garlic Mustard and Common Burdock as well as the consideration of fencing to prevent unauthorized uses and support future grazing activities. Staff has been working with the County, continuing to prepare the upper basin area for winter snow seeding in 2025.

Additionally, SWWD and its consultants are working to develop a channel stabilization project for the lake outlet channel. That project is currently at 60% design. That work continues. Washington County's 2024 CCIP project to address erosion along the County's park entrance drive adjacent to Ravine Lake is underway currently.

### **St. Croix Bluffs Regional Park**

Staff has been working with Washington County to coordinate a series of projects to stabilize several ravines and an embankment along a former railroad grade adjacent to the St. Croix

River within the park. Houston Engineering has completed plans for the embankment stabilization component (Phase 1). The Washington Conservation District has completed plans for the upper ravine stabilization components (Phase 2).

Washington County, with SWWD support, has been successful in its effort to secure WBIF Clean Water Funds through the Lower St. Croix Watershed Partnership to support the first phase of the project (embankment stabilization at Lake St. Croix). The LSCWP Policy Committee approved an award of \$120,000 in WBIF funding for this project. SWWD is contributing up to \$30,000 in local match toward this grant. Additional funds, if required, would be the responsibility of Washington County, although bids came in very favorably and SWWD's contribution may end up less than \$30,000. Construction on this phase by JM Hauling, LLC is complete.

Staff continues to pursue options for funding the second phase of the project, including upper ravine stabilization and peak flow reduction practices. Staff assisted in the preparation of a BWSR Competitive Clean Water Fund Grant Program which the county submitted in August. A decision will be rendered in a week or so. If this is not selected for funding by BWSR, staff will pursue FY25 WBIF funding through the LSCWP. We hope to see construction on Phase 2 in 2025.

### **County Road 74 (65<sup>th</sup> Street) and Geneva Ave. S**

The SWWD is working with Washington County to evaluate an eroded ravine at the intersection of Geneva and 65<sup>th</sup> Street in Cottage Grove. SWWD consultants identified potential stabilization measures to be considered as part of an upcoming road project. The County has selected Stonebrooke Engineering for project design and anticipates construction beginning in 2026. Staff participated in an engineering kickoff meeting held in late June 2024.

Washington County has elected to not pursue any amendments to its existing engineering contract, leaving design of ravine stabilization work in SWWD's hands. Staff has worked with Houston Engineering to re-work the scope and budget of its task order to reflect the new work direction. SWWD and the County met with refinery staff on September 23 to discuss the project's status and next steps, as well as a proposed D&U easement over the ravine area that would be conveyed to SWWD. Houston's work will begin with a new ravine survey later in November and proceed from there to design working parallel to the County's effort.

### **Watershed Management Plan Update**

SWWD's current WMP extends through October 2026. There is a substantial process to follow in updating the WMP, which SWWD will begin in 2024. SWWD will officially kickoff that process in early 2024. The District's focus in 2024 was citizen engagement and issue identification. 2025 will be focused on policy and program development and drafting the plan. Upcoming milestones include:

- January TBD: TAC Meeting #2

### **In-Lake AIS Management**

SWWD continues in lake AIS management of several District Lakes, including:

- Markgrafs: 2022 partial lake treatment of CLP
- N Wilmes: April partial lake treatment of CLP
- S Wilmes: 2024 partial lake treatment of EWM

- Colby: 2024/25 whole lake treatment of CLP
- La: 2024/25 whole lake treatment of CLP
- Ravine: 2024/25 whole lake treatment of CLP

All fall herbicide treatments have been completed. Treatment of ProcellaCOR on Wilmes south basin for Eurasian watermilfoil was completed in early September. Full lake Fluridone treatment was conducted on Colby, La, and Ravine Lakes in October. Sample testing will be completed to see if bump treatments will be necessary.

### **Newport Open Space Planning**

Staff is working with City of Newport and BWSR staff using state funding to conduct full ecological restoration and enhancement of the grasslands located along the Xcel transmission line corridors within the Bailey School Forest Park. BWSR and SWWD staff are conducting test plots to assess best approaches to invasive species control to include assessments of herbicides, fire, timing and seeding approaches. Project is a pilot to explore ways to conduct long term management of utility corridors that meet operation and safety needs of utilities while provide high quality native plant community habitats.

Staff has been working with the City of Newport to develop relationships with State Agencies, Companies, non-profits and residents to provide support for natural resource improvements and management along the river and bluffs. Great River Greening has received 25% of the Outdoor Heritage Grant amount to improve habitat and slope stability in the Bailey School Forest Park. Staff is working with GRG to get the best project results with reduced funding by reducing project area.

### **Armstrong Lake Wetland Cattail Harvesting**

Barr Engineering has compiled guidance for District staff concerning logistics, regulatory considerations, and sample specifications related to a proposed cattail harvesting project in Oakdale. Staff will continue to develop this concept and seek pilot project implementation, although implementation will be delayed to 2025.

### **Cottage Grove Open Space Planning Assistance**

Staff is working with City of Cottage Grove Parks Department assisting with ecological planning efforts at Mississippi Dunes Preserve, Still Ponds Preserve and Vandenberg Lake. Staff is working with Friends of the Mississippi River to develop a full site assessment and Natural Resources Management Plan for Mississippi Dunes in 2025.



<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 5b</b>
<b>Title:</b> MS4 Petition for Revaluation	<b>Board Action Requested:</b> Authorize Staff to Submit Petition to MPCA	<b>Required Signatures</b> None
<b>Reviewed by:</b> JHL		<b>Presented by:</b> Axtell
<b>Background/Justification:</b> During a routine, periodic MS4 jurisdictional boundary examination by MPCA, a determination was made by MPCA staff that SWWD does not fit the definitional criteria of a small, non-traditional MS4 and suggested we submit a petition requesting to be removed from the program. Staff wishes to discuss this regulatory change and any potential implications with the Board prior to submitting the petition to MPCA.		
<b>Previous Action:</b> None		<b>Contact:</b> JHL
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$ 0		<b>Comments:</b>
<b>Fund:</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> Approval <u>Informational</u> Denial                No Recommendation	<b>Comments</b>

**Instructions:** Complete this form if you want your municipality to be reevaluated as a regulated MS4, as described under Minn. R. 7090.1010, subp. 4, item B.

**Submit the completed form to:**

Attn: MS4 Program Supervisor  
Minnesota Pollution Control Agency  
520 Lafayette Road North  
St. Paul, MN 55155-4194

Or

Email a signed, scanned PDF copy to [ms4permitprogram.pca@state.mn.us](mailto:ms4permitprogram.pca@state.mn.us)

**Questions:** Please contact the Minnesota Pollution Control Agency (MPCA) staff person assigned to your MS4, using the MPCA website at [https://stormwater.pca.state.mn.us/index.php?title=List\\_of\\_MS4\\_permittee\\_staff\\_assignments](https://stormwater.pca.state.mn.us/index.php?title=List_of_MS4_permittee_staff_assignments).

### Section I. MS4 information

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**A. MS4 owner**

(City, county, community, municipality, government agency, or other party/entity) with ownership or operational responsibility, or control of the MS4).

MS4 name: South Washington Watershed District County: Washington

Mailing address: 2302 Tower Drive

City: Woodbury State: MN Zip code: 55125

**B. MS4 general contact**

(Director, department head, MS4 coordinator, consultant or other person with Stormwater Pollution Prevention Program [SWPPP] implementation responsibility for all general correspondence about MS4 General Stormwater Permit compliance issues between the MPCA and your organization/entity).

Contact name: Kyle Axtell Title: Watershed Project Manager

Mailing address: 2302 Tower Drive

City: Woodbury State: MN Zip code: 55125

Phone: 651-714-3718 Email: kyle.axtell@woodburymn.gov

### Section II. Basis for petition

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In accordance with Minn. R. 7090.1010, subp. 4, item B, you are requesting that the Commissioner of the MPCA reevaluate the designation of your MS4 to determine if your MS4 continues to meet the criteria established in Minn. R. 7090.1010, subp. 1 and 2 and is still required to be regulated for stormwater discharges.

**A. Please select your appropriate MS4 type and complete the corresponding sections.**

- City – Complete Section II.C, Section II.D (if applicable), and Section III.
- Township - Complete Section II.C, Section II.D (if applicable), and Section III.
- Hospital – Complete Section II.B, Section II.D (if applicable), and Section III.
- College/University – Complete Section II.B, Section II.D (if applicable), and Section III.
- Correctional Facility – Complete Section II.B, Section II.D (if applicable), and Section III.
- County - Complete Section II.B.1 and 2, Section II.D (if applicable), and Section III.
- Watershed District - Complete Section II.B.1 and 2, Section II.D (if applicable), and Section III.
- State highway department - Complete Section II.B.1 and 2, Section II.D (if applicable), and Section III.

Note: The MS4 mapping tool (<https://pca-gis02.pca.state.mn.us/ms4/index.html>) is available for your use. The MS4 mapping tool can depict applicable features referenced in this form, including Urbanized Area (UA), Outstanding Resource Value Waters (ORVWs), trout streams, and impaired waters.





### Section III. Certification

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I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons, who manage the system or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete.

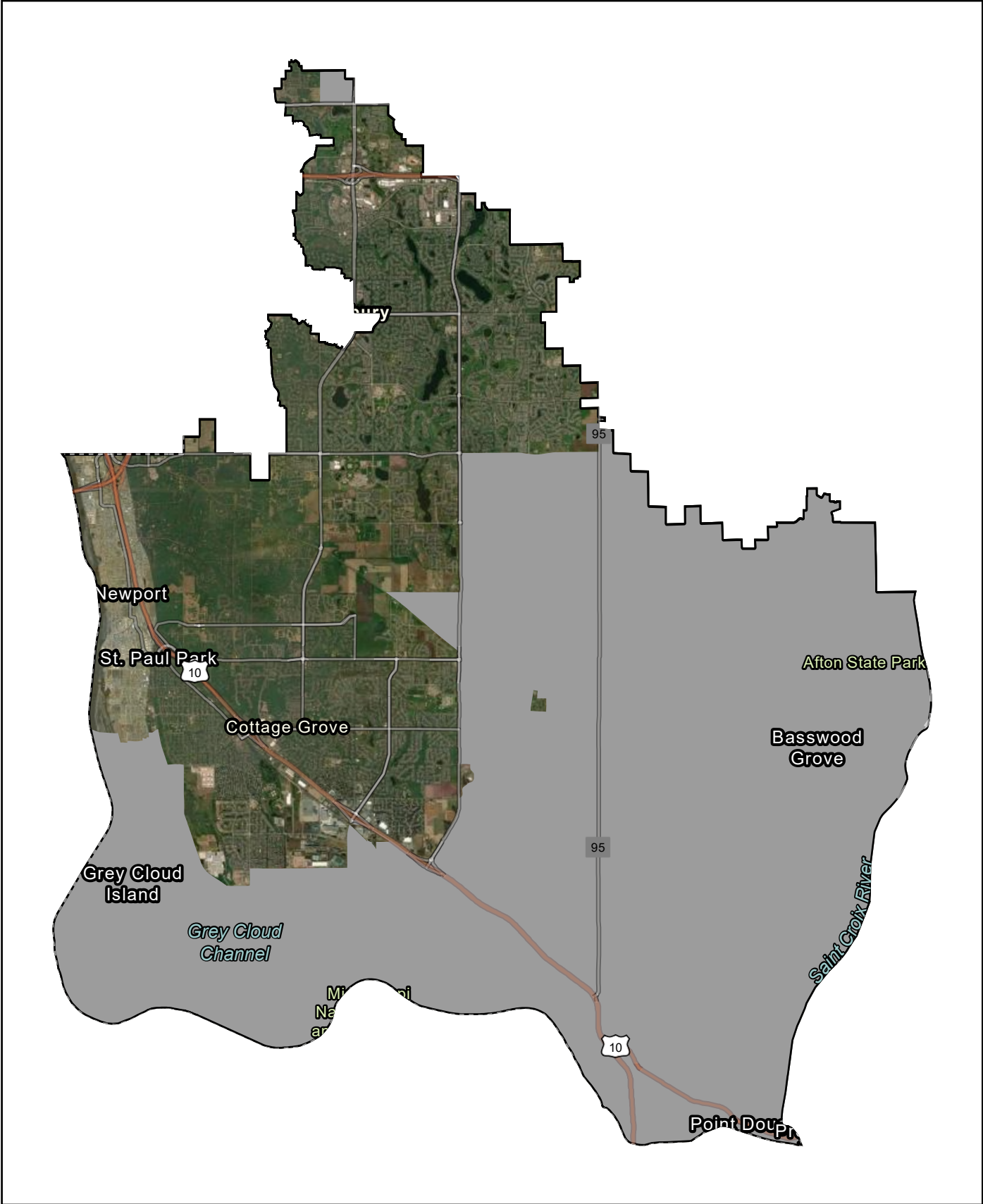
#### Authorized representative



Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_\_

**Note:** *This form will not be processed without a completed certification*

# SOUTH WASHINGTON



-  BWSR Watershed District Boundary
-  Outside 2020 Large Urban Area boundary



<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 5c</b>
<b>Title:</b> Agreements Authorized by Administrator	<b>Board Action Requested:</b> None	<b>Required Signatures</b> None
<b>Reviewed by:</b> JHL		<b>Presented by:</b> Loomis
<p><b>Background/Justification:</b> SWWD’s accounting polices authorizes the Administrator to approve purchases up to \$5,000 on behalf of the District. Under that policy, the Administrator approved the enclosed agreements in November.</p> <ul style="list-style-type: none"> <li>Amendments to Aaron Dysart’s Phase 2 &amp; 3 contracts extending the completion date to June 30, 2025.</li> </ul>		
<b>Previous Action:</b> None		<b>Contact:</b> JHL
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$ 0		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                              No Recommendation	<b>Comments</b>



SOUTH WASHINGTON  
WATERSHED DISTRICT

**SOUTH WASHINGTON WATERSHED DISTRICT  
CONSULTANT SERVICES AGREEMENT  
AMENDMENT NO. 2**

The Consultant Services Agreement dated June 13, 2023 by and between Aaron Dysart, (hereinafter referred to as "CONTRACTOR") and South Washington Watershed District, (hereinafter referred to as "DISTRICT") is amended as follows:

Section 2 (Time) is hereby revised to read as shown below:

**2. Time**

Final concepts for public art installations at Hasenbank Park will be delivered by no later than January 19, 2024. District will notify Contractor of approval/rejection decisions for final concepts by no later than February 16, 2024. If approved for fabrication, installation of approved concepts will be completed by no later than June 30, 2025.

In witness whereof, the parties have executed this Agreement Amendment:

**CONTRACTOR:**

  
\_\_\_\_\_  
Aaron Dysart

Date: Nov 26<sup>th</sup> 2024

**DISTRICT:**

  
\_\_\_\_\_  
South Washington Watershed District

Date: 11/26/24



SOUTH WASHINGTON  
WATERSHED DISTRICT

SOUTH WASHINGTON WATERSHED DISTRICT  
CONSULTANT SERVICES AGREEMENT  
HASENBANK PUBLIC ART - PHASE THREE  
AMENDMENT NO. 1

The Consultant Services Agreement dated February 13, 2024 by and between Aaron Dysart, (hereinafter referred to as "CONTRACTOR") and South Washington Watershed District, (hereinafter referred to as "DISTRICT") is amended as follows:

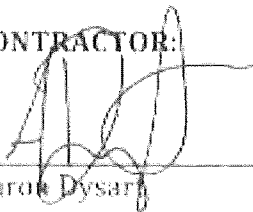
Section 2 (Time) is hereby revised to read as shown below:

**2. Time**

Two (2) completed sculptures consistent with the approved concepts found at Exhibit A to this Agreement shall be installed at Hasenbank Stormwater Park in Woodbury, MN by no later than June 30, 2025.

In witness whereof, the parties have executed this Agreement Amendment:

CONTRACTOR:

  
\_\_\_\_\_  
Aaron Dysart

DISTRICT:

  
\_\_\_\_\_  
South Washington Watershed District

Date: Nov 26<sup>th</sup> 2024

Date: 11/26/24



<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 6</b>
<b>Title:</b> 2025 Final Levy Certification	<b>Board Action Requested:</b> Approve the final 2025 Levy Certification	<b>Required Signatures</b> SWWD President
<b>Reviewed by:</b> JHL		<b>Presented by:</b> Imse
<p><b>Background/Justification:</b> The Board approved the 2025 Preliminary Levy in September of \$1,625,000 which is an 8.3% increase from 2024, however the stormwater utility fees are staying the same in 2025, so the overall tax impact increase for 2025 is 1.7%. The tax impact is minimal at \$1.35 increase for a median home valued at \$418,900. Attached is the 2025 Final Levy Certification of \$1,625,000. The final levy must be certified to the County by December 30th. This completes the budget process for 2025. Staff recommends approval.</p>		
<b>Previous Action:</b> None		<b>Contact:</b> JHL
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                              No Recommendation	<b>Comments</b>

Home Valued at \$418,900 for Pay 2025  
 (assuming a 3.6% value decrease in the Median Value Home)

2024 to 2025 Comparison

	2024 Actual Pay	2025 Estimated Pay	Impact	Percent Change
Levy	\$ 27.48	\$ 28.83	\$ 1.35	4.9%
Utility Fee	\$50-\$52	\$50-\$52	\$ -	0%
<b>TOTAL</b>	<b>\$77.48-\$79.48</b>	<b>\$78.83-\$80.83</b>	<b>\$ 1.35</b>	<b>1.7%</b>

Net Tax Levy and Rate Summary

	2024	2025	% change 2024 to 2025	
Net Levy	\$ 1,500,000.00	\$ 1,625,000.00	8.3%	↑
Net Tax Rate	0.632%	0.703%	11.2%	↑

**WASHINGTON COUNTY**  
**Payable 2025 FINAL Tax Levy Certification Form**  
**DUE: December 30, 2024**

**WATERSHED: South Washington**

Expenditure Category	Statutory Reference	(A) Budget Requirement	(B) State Aid	(C) Other Resources	(D) Certified Levy (A-B-C=D)
<b>GENERAL:</b>					
General - Administration	103D.905 Subd(3)	250,000			250,000
Organizational Expense	103D.905 Subd(2)				0
Emergency Projects	103D.615 Subd(3)				0
Repairs & Maintenance	103B.251 Subd(9)				0
Plan Implementation	103B.241	1,375,000			1,375,000
					0
<b>General Total</b>		1,625,000	0	0	1,625,000
<b>DEBT SERVICE:</b>					
Bond Description	Bond Number	(A) Budget Requirement	(B) State Aid	(C) Other Resources	(D) Certified Levy (A-B-C=D)
GO Crossover Refunding Bonds	1839	0			0
		0			0
		0			0
		0			0
		0			0
<b>Additional Bonds Not Listed Above:</b>					
					0
					0
					0
<b>Bond Total</b>		0	0	0	0
<b>TOTAL WATERSHED LEVY</b>		1,625,000	0	0	1,625,000

A - Budget Requirement..... Amount needed to fund services.

B - State Aid..... Certified to the taxing district by the Department of Revenue. The aid can be used to reduce any individual budget item requirement or combination of items; or be deducted proportionally from all budget requirement items.

C - Other Resources..... All other resources that will be used to finance your taxing districts budget - including but not limited to other aids, interest income, prior year reserves, grants, etc.

D - Certified Levy..... Levy certified to the county auditor. The county will deduct Fiscal Disparities from all certified levies.

	12/10/2024	651-714-3715
Signature of authorized representative	Date	Phone Number

Brian Johnson/SWWD Board President	john.loomis@woodburymn.gov
Print Name/Title	E-mail Address

**AN ORIGINAL SIGNED FORM MUST BE MAILED OR HAND DELIVERED TO WASHINGTON COUNTY TAXATION DIVISION BY 12/30/2024**

**You may submit an advance copy by FAX to (651) 430-6178 or E-mail to PRTS-Taxation-Mailbox@co.washington.mn.us**

Please mail the original signed form to:

**Washington County - Taxation Division**  
**14949 62nd St N, PO Box 6, Stillwater MN 55082-0006**

Questions? Call (651) 430-6175 and ask for the Taxation Division



Management Fund	Sub Fund	Activity	Funding Source	Priority	2025
			Levy Carryover		\$ 2,897,000
			LEVY Expenditure		\$ (2,002,316)
			LEVY Revenue		\$ 1,625,000
			SWW Carryover		\$ 3,859,000
			SWW Expenditure		\$ (2,765,000)
			SWW Revenue		\$ 2,470,260
			EMW Carryover		\$ 800,000
			EMW Expenditure		\$ (565,000)
			EMW Revenue		\$ 386,500
			WashCo WBIF		\$ 228,539
			LSCW Carryover		\$ 290,000
			LSCW Expenditure		\$ (200,000)
			LSCW Revenue		\$ 111,150
			LSC WBIF		
			<b>Grants</b>		
			<b>TOTAL Carryover</b>		<b>\$ 7,846,000</b>
			<b>TOTAL Expenditure</b>		<b>\$ (5,532,316)</b>
			<b>TOTAL Taxes &amp; Fees</b>		<b>\$ 4,592,910</b>
			<b>TOTAL Budgeted Fund Reserves Used</b>		<b>-\$939,406</b>
			<b>TOTAL Program Staff Hours</b>		<b>7072</b>
Programs					
Planning					
Surface Water					
Modeling					

Management Fund	Sub Fund	Activity	Funding Source	Priority	2025
		• SWW	SWW	1	\$ 25,000
		• EMW	EMW	1	\$ -
		• LSCW	LSCW	2	\$ -
		* Staff Hours	Levy		240
		* Staff \$\$	Levy		\$ 14,880
		Resource Mgmt Plans		1	
		• SWW	SWW		
		• EMW	EMW		\$ -
		• LSCW	LSCW		\$ 10,000
		* Staff Hours	Levy		120
		* Staff \$\$	Levy		\$ 7,440
		Climate Adaptation Planning		2	
		• SWW	SWW		\$ 15,000
		• EMW	EMW		\$ 50,000
		• LSCW	LSCW		\$ 5,000
		* Staff Hours	Levy		180
		* Staff \$\$	Levy		\$ 11,160
		Flood Damage Reduction and Mitigation Planning	LEVY	2	\$ 15,000
		• SWW	SWW		
		• EMW	EMW		\$ 100,000
		• LSCW	LSCW		
		* Staff Hours	Levy		120
		* Staff \$\$	Levy		\$ 7,440
		<i>Groundwater</i>			
		Modeling	LEVY	1	
		* Staff Hours	Levy		
		* Staff \$\$	Levy		\$ -
		Strategic Assessment Plan	LEVY	1	
		* Staff Hours	Levy		
		* Staff \$\$	Levy		\$ -
		Strategic Regulatory Coordination/Plan	LEVY	1	
		* Staff Hours	Levy		40
		* Staff \$\$	Levy		\$ 2,480

Management Fund	Sub Fund	Activity	Funding Source	Priority	2025
	<i>Natural Resources</i>				
		Greenway/Buffer Planning	LEVY	1	
	*	Staff Hours	Levy		400
	*	Staff \$\$	Levy		\$ 24,800
		Wetland Inventory	LEVY	1	
	*	Staff Hours	Levy		
	*	Staff \$\$	Levy		\$ -
		Ravine Survey and Assessment Planning	LEVY	1	
	*	Staff Hours	Levy		100
	*	Staff \$\$	Levy		\$ 6,200
		In-Lake Restoration Planning	LEVY	2	\$ 50,000
	*	Staff Hours	Levy		180
	*	Staff \$\$	Levy		\$ 11,160
	<i>Watershed Management Plan</i>				
	*	Staff Hours	Levy		760
	*	Staff \$\$	Levy		\$ 47,120
			Levy		\$ 25,000
<b>Regulatory</b>			LEVY	1	\$ 40,000
	*	Staff Hours	Levy		350
	*	Staff \$\$	Levy		\$ 21,700
<b>I&amp;M</b>					
	<i>Monitoring</i>		LEVY		\$ 250,000
	*	Staff Hours	Levy		142
	*	Staff \$\$	Levy		\$ 8,804
	<i>Watershed Restoration</i>				
	Targeted Retrofit				
		• Street Sweeping			
		• SWW	SWW		\$ 500,000
		• EMW	EMW		\$ 150,000
		• Colby	SWW		\$ -
		• Wilmes	SWW	1	\$ 200,000

Management Fund	Sub Fund	Activity	Funding Source	Priority	2025
		• Powers	SWW	1	\$ 150,000
		• Markgrafs	SWW	2	\$ 400,000
		• Armstrong	SWW	2	
		• Ravine	SWW	3	\$ 250,000
		• Miss River		2	
		• SWW	SWW		\$ 50,000
		• EMW	EMW		\$ 100,000
		• LSCW	LSCW		
		• St. Croix River	LSCW	3	\$ 150,000
		* Staff Hours	Levy		600
		* Staff \$\$	Levy		\$ 37,200
	<b>Rural</b>				
		• Source Reduction	LEVY	1	\$ -
		• Ag BMP Pilots	LEVY	2	\$ -
		* Staff Hours	Levy		200
		* Staff \$\$	Levy		\$ 12,400
	<b>Climate Resiliency</b>			3	
		• SWW	SWW		\$ 100,000
		• EMW	EMW		\$ 10,000
		• LSCW	LSCW		\$ 5,000
		* Staff Hours	Levy		260
		* Staff \$\$	Levy		\$ 16,120
	<b>Greenway/habitat</b>				
		• Campus Greening	LEVY	2	\$ 100,000
		• Linear Corridors	LEVY	2	\$ 100,000
		• buffers/Riparian	LEVY	3	\$ 50,000
		• In-Lake/in-stream	LEVY	2	\$ 50,000
		* Staff Hours	Levy		380
		* Staff \$\$	Levy		\$ 23,560
	<b>Maintenance</b>			1	
		• SWW	SWW		\$ 250,000
		• EMW	EMW		\$ 50,000
		• LSCW	LSCW		\$ 25,000
		* Staff Hours	Levy		400
		* Staff \$\$	Levy		\$ 24,800

Management Fund	Sub Fund	Activity	Funding Source	Priority	2025
<i>CIP</i>					
Central Draw Overflow				1	
		· Phase I	SWW	COMPLETE	
		· Phase II	SWW	COMPLETE	
		· Phase III	SWW	COMPLETE	
		· Phase IV	SWW	COMPLETE	
		· Phase V	SWW	COMPLETE	
		· Regional Pond Maintenance	SWW		0
		· Overflow manhole build	SWW		
		· Event Response and Maintenance	SWW		75,000.00
		Learning Center	SWW	3	
		Grey Cloud Restoration	EMW	1	
		Trout Brook Restoration		1	
		• Phase I	LSCW		
		• Phase II	LSCW		
		Wilmes Lake Commercial Retrofit	SWW	1	
*	Staff Hours		Levy		80
*	Staff \$\$		Levy		\$ 4,960
<i>Incentives</i>					
		BMP Cost Share and Ag BMP	LEVY	1	\$ 132,000
		CCIP		1	
		• SWW	SWW		\$ 650,000
		• EMW	EMW		\$ 5,000
		• LSCW	LSCW		\$ 5,000
		Flood Damage Reduction	LEVY	1	
		• SWW	SWW		\$ -
		• EMW	EMW		\$ -
		• LSCW	LSCW		\$ -
*	Staff Hours		Levy		1600
*	Staff \$\$		Levy		\$ 99,200
		Groundwater Sustainability	LEVY	2	

Management Fund	Sub Fund	Activity	Funding Source	Priority	2025
		• SWW-Irrigat and Water Softening	SWW		\$ 100,000
		• EMW	EMW		
		• LSCW	LSCW		
		* Staff Hours	Levy		120
		* Staff \$\$	Levy		\$ 7,440
<b>Education &amp; Information</b>					
<i>Education</i>					
		Cooperative Ed	LEVY	1	\$ 47,000
		Experiential Programs	LEVY	2	\$ 40,000
		* Staff Hours	Levy		400
		* Staff \$\$	Levy		\$ 24,800
<i>Information</i>					
		Research	LEVY	1	\$ 25,000
		Website/Databases	LEVY	1	\$ 140,000
		* Staff Hours	Levy		400
		* Staff \$\$	Levy		\$ 24,800
<b>Administration</b>					
<b>Operational</b>					
		Manager Expenses	LEVY	1	\$ 19,000
		Staff Expenses	LEVY	1	\$ 12,000
		Office	LEVY	1	\$ 68,352
		Insurance	LEVY	1	\$ 45,000
		Outside Services	LEVY	1	\$ 45,500
Salaries/Benefits					
		Administration	LEVY	1	\$ 270,000
		Training	LEVY	1	\$ 20,000
		Equipment	LEVY	1	\$ 20,000
Debt Service					
		75/25 (CDO)	75/25 (CDO)	1	
		EMW	EMW	1	\$ 100,000



<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 7</b>
<b>Title:</b> La Lake Acquisition Agreement	<b>Board Action Requested:</b>	<b>Required Signatures</b> SWWD President
<b>Reviewed by:</b> JHL		<b>Presented by:</b> Loomis
<p><b>Background/Justification:</b> La Lake is a small lake with a small watershed. The lake was previously listed as impaired but water quality has improved in recent years and it has since been delisted. With a small watershed made up of roughly a dozen properties, maintaining the watershed in natural landcover will be the most cost effective and permanent protection for the lake.</p> <p>SWWD previously discussed supporting City of Woodbury efforts to acquire properties around La Lake as they become available. One lot is currently available for which the City has signed a purchase agreement. SWWD previously discussed a contribution of \$175,000. This amount is consistent with the 2024 budget.</p> <p>Staff recommends approval of the enclosed agreement with City of Woodbury.</p>		
<b>Previous Action:</b> None		<b>Contact:</b> JHL
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$ 175,000		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                 No Recommendation	<b>Comments</b>

## **PROPERTY ACQUISITION COST PARTICIPATION AGREEMENT**

This Property Acquisition Cost Participation Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Woodbury, a Minnesota municipal corporation located at 8301 Valley Creek Road, Woodbury, MN 55125 (the “City”), and South Washington Watershed District, a political subdivision of the State of Minnesota located at 2302 Tower Drive, Woodbury, MN 55125 (“SWWD”) (the City and SWWD collectively, the “Parties”).

### **RECITALS**

WHEREAS, the City and SWWD have a shared interest in restoring natural landcover and improving the water quality in the La Lake Watershed; and

WHEREAS, the City and SWWD have a shared interest in securing property ownership surrounding La Lake with the goal of creating “La Lake Park” for increased public access and resource protection; and

WHEREAS, the City owns and manages existing public property adjacent to La Lake, within the La Lake Watershed; and

WHEREAS, the City is undertaking efforts to acquire additional real property located at 6895 Bailey Road, Woodbury, MN 55125 for purposes of establishing it as a public park/public facility for public access, restoration, resource protection, and other public benefit purposes (hereinafter “Property”); and

WHEREAS, the Property is a 3.2 acre parcel directly adjacent to La Lake with a unique opportunity to provide quality public use access to the lake, and is adjacent to property on the corner of Woodlane Drive and Bailey Road previously acquired by the City; and

WHEREAS, the City has entered into a pending purchase agreement for the Property with the current owners at a purchase price of \$1,088,000.00; and

WHEREAS, the City previously requested funding assistance from SWWD and on April 15, 2024, SWWD committed to provide funding assistance towards the City’s purchase of the Property;

WHEREAS, the Parties desire to formalize their agreement and have agreed to allocate the ownership and acquisition costs associated with the Property as set forth below.

### **AGREEMENTS**

NOW THEREFORE, in consideration of the above Recitals, which are incorporated herein by reference, and the mutual promises contained in this Agreement, the undersigned Parties, intending to be legally bound, agree as follows:



1. Acquisition of the Property. City shall acquire and hold fee title to the Property in the City's name and shall undertake all obligations and efforts to effectuate a closing and secure title to the Property. City shall coordinate and gather funding from grants and other cost share participants towards the acquisition and City shall pay the purchase price for the Property using its own park dedication funds in combination with all other grants and cost share funds.
2. Monetary Contribution. SWWD agrees to share and participate in the cost of the Property acquisition by providing and paying to the City the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00), payable at or before fourteen (14) days in advance of the date and time of the City's scheduled closing on the Property.
3. Other Agreements. The City and SWWD have already entered into and/or will continue to enter into further additional agreements that outline the respective roles of the City and SWWD in the efforts towards creating, remediating, restoring, and improving La Lake Park, including but not limited to:
  - a. The City allowing access to SWWD and its representatives to the wooded areas and wetlands surrounding La Lake for restoration work.
  - b. SWWD and its representatives and contractors will participate in planning and execution of vegetation management and restoration for disturbed areas of La Lake, at SWWD's cost.
  - c. SWWD will lead restoration work at La Lake, including invasive vegetation control through forestry mowing, grazing, and herbicide; canopy thinning; planting and seeding, or other efforts or practices to be determined.
  - d. The City forestry department will assist SWWD's restoration efforts through assisting in identification and removal of diseased trees, and identification of trees targeted for removal for canopy thinning.
  - e. The City will lead remediation efforts of any existing buildings, wells, septic systems or other adverse conditions on the Property including determining optimal timing and phasing for the activities coinciding with the upcoming multiyear, multiphase development of the park.
  - f. The City will lead community outreach efforts supporting all restoration, remediation, and acquisition of the Property.
4. Independent Contractor. All efforts, costs, and services provided by the staff of City or SWWD pursuant to this Agreement shall be provided to the other Party as independent contractors to each other, and not as an employee for any purpose. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint venturers. Any and all officers, employees, subcontractors, and agents of the Parties, or any other person engaged by the Parties in the performance of work or services pursuant to this Agreement, shall not be considered employees of the other Party. Any and all actions which arise as a consequence of any act or omission on the part of a Party, their officers, employees, subcontractors, or agents, or other persons engaged by the Party in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the other Party.

5. Indemnification. Each Party, and any and all officers, employees, subcontractors, and agents of the Contractors, or any other persons engaged by the Parties in the performance of work or services pursuant to this Agreement (“Indemnitors”), shall indemnify, defend, and hold harmless the other Party and its officials, employees, contractors and agents (“Indemnitees”) from any loss, claim, liability, and expense (including reasonable attorneys’ fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the Indemnitors or any willful misconduct occurring during the term hereof with respect to acts or services provided by the contracting party. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Parties are entitled under Minnesota Statutes, Chapter 466 or otherwise.

6. Insurance.

a. **Property Hazard Insurance.** The City shall maintain real property hazard insurance upon the Property and all structures and improvements thereon pursuant to its usual and customary insurance policies for park property maintained through the League of Minnesota Cities Insurance Trust.

b. **Workers’ Compensation Insurance.** The Parties shall maintain Workers’ Compensation Insurance for all their employees in accordance with the statutory requirements of the State of Minnesota.

c. **Commercial General Liability Insurance.** The Parties shall maintain Commercial General Liability Insurance protecting them from claims for damages for bodily injury, including death, and from claims for property damage, which may arise from operations under the contract. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence
- \$2,000,000 – annual aggregate
- \$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

d. **Business Automobile Liability Insurance.** The Parties shall maintain Business Automobile Liability Insurance protecting them from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under the contract. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage
- The following coverages shall be included: Owned, Hired, and Non-owned Automobiles.

7. Notices. Any notices given under this Agreement by any party to the others shall be by email or in writing and may be affected by email verification, by personal delivery with signed receipt, or by registered or certified mail with postage prepaid and return receipt requested. Notice delivered through email, personally, or by mail will be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed to and sent to the address below:

**City of Woodbury**  
ATTN: Joshua Kinney  
8301 Valley Creek Road  
Woodbury, MN 55125

**SWWD**  
ATTN: John Loomis  
2302 Tower Drive  
Woodbury, MN 55125

8. Miscellaneous.

- Non-Waiver of Prior Agreements.** Any and all terms, conditions, warranties, duties, obligations, and benefits enumerated in the City’s and SWWD’s prior Agreements relating to the Property, La Lake Park, or efforts within the La Lake watershed will continue to bind the Parties and are not waived or amended by virtue of this Agreement.
- Mutual Termination.** In the event the City’s efforts to close upon and purchase the Property are unsuccessful for any reason, and the City is unsuccessful in engaging in a new property acquisition agreement for alternative property on La Lake, then this Agreement shall be automatically and mutually terminated, and any funds received by the City from SWWD shall be promptly returned to SWWD, without penalty, interest or other damages or remedies.
- Modifications.** This Agreement can only be modified in writing signed by the City and SWWD.
- Data Practices Act Compliance.** The Parties acknowledge that, pursuant to Minnesota Statutes Section 13.05, subdivision 11, all of the data created, collected, received, stored, used, maintained or disseminated in performing the contract are subject to the requirements of the Minnesota Government Data Practices Act (the “Act”), Minnesota Statutes Chapter 13. The obligations of this section of the contract, including the obligation to defend and indemnify each other, shall survive the termination of this Contract and shall continue so long as the data exists.
- Audit.** Pursuant to Minn. Stat. 16C.05, Subd. 5, the Parties agree that the books, records, documents, and accounting procedures and practices of the Parties, that

are relevant to the contract or transaction, are subject to examination by the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

- f. **Choice of Law and Venue.** All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota. Any legal proceedings shall be venued in the County of Washington or federal district court in Minneapolis/St. Paul. The prevailing party in any dispute arising from or relating to this Agreement, whether by judgment, summary judgment, dismissal, settlement or otherwise, shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party.
- g. **No Assignment; Responsibility for Subcontractors.** This Agreement may not be assigned by either party without the written consent of the other party. The Parties shall be responsible for the selection of and liable for the proper performance by any contractors that either Party retains to assist in providing any labor or materials towards the Property. The Parties shall ensure all contractors are properly licensed and adequately bonded and insured.
- h. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule, in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.
- i. **Compliance with Laws.** The Parties shall exercise due care to comply with applicable federal, state, and local laws, rules, ordinances, codes, and regulations in effect and relating hereto.
- j. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.
- k. **Third Party Rights.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

**(Remainder of page intentionally left blank, signature page to follow)**

City of Woodbury  
Agreement # \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the date first written above.

**CITY OF WOODBURY:**

**SOUTH WASHINGTON WATERSHED  
DISTRICT**

By:

\_\_\_\_\_  
Anne Burt, Mayor

By: \_\_\_\_\_

Brian Johnson, President

By:

\_\_\_\_\_  
Clint Gridley, City Administrator

By:

\_\_\_\_\_  
John Loomis, Administrator

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Approved As To Form:

By:

\_\_\_\_\_  
Its: City Attorney

Date:

\_\_\_\_\_



<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 8</b>
<b>Title:</b> Wilmes Alum Treatment Facility Change Orders	<b>Board Action Requested:</b> Approve MNL Change Order 2 Approve Morcon Change Order 4	<b>Required Signatures</b> SWWD President
<b>Reviewed by:</b> JHL		<b>Presented by:</b> Axtell
<p><b>Background/Justification:</b> MNL has substantially completed its contract for native restoration at the Wilmes Lake Alum Treatment Facility. Work remaining includes SWPPP inspections in the spring and three years of establishment maintenance on the plantings. Staff wishes to have additional topsoil, seed and mulch installed along the trail edges in the spring. This work has been incorporated into Change Order 2 with MNL. The cost of additional work proposed totals \$6,447 and will be completed in the spring of 2025. Staff recommends approval.</p> <p>Morcon has also submitted final documentation of costs associated with two field-directed adjustments to the project: 1) modification and replacement of force main piping within the lift station to accommodate the revised access hatch locations, and 2) addition of a low temp sensor and alarm to the chemical building. The changes, combined together total \$22,464.89 and the work has already been completed onsite at the direction of the engineer. Staff recommends approval.</p>		
<b>Previous Action:</b> None		<b>Contact:</b> JHL
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$ 28,911.89		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                              No Recommendation	<b>Comments</b>



# SOUTH WASHINGTON WATERSHED DISTRICT

## CHANGE ORDER 2

**OWNER:** South Washington Watershed District (SWWD)  
2302 Tower Drive, Woodbury, MN 55125

**PROJECT:** **WILMES LAKE ALUM FACILITY - NATIVE SITE RESTORATION**

**LOCATION:** Kargel Park (City of Woodbury)  
9380 Brookview Rd, Woodbury, MN 55125

**CONTRACTOR:** Minnesota Native Landscapes (MNL)

**CONTRACT TERM:** March 19, 2024 - December 31, 2027

**DATE:** December 10, 2024

**SUBJECT:** **CHANGE ORDER 2**

SWWD and MNL have agreed to the following changes to the WILMES LAKE ALUM FACILITY - NATIVE SITE RESTORATION project:

1. Additional mobilization in Spring 2025 to install topsoil (15 CY), native seed (3 LBS) and hydromulch (2,400 SF) along trail edges throughout project site. **1 lump sum = \$6,447**

**Net Change Order:** \$6,447  
**Original Value of Contract:** \$80,211  
**Revised Value of Contract:** \$86,658

**SOUTH WASHINGTON  
WATERSHED DISTRICT**

**MINNESOTA NATIVE LANDSCAPES**

\_\_\_\_\_  
Brian Johnson  
SWWD President

Date

 11/26/24

\_\_\_\_\_  
Chelsea Bratvold  
Project Manager/Estimator

Date

**CHANGE ORDER NO.: 4**

Owner: South Washington Watershed District      Owner's Project No.:  
 Engineer: HR Green, Inc.      Engineer's Project No.: 191690.01  
 Contractor: Morcon Construction Co., Inc.      Contractor's Project No.:  
 Project: Wilmes Lake Stormwater Treatment Facility  
 Contract Name: Wilmes Lake Stormwater Treatment Facility  
 Date Issued: December 10, 2024      Effective Date of Change Order: December 10, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

**Owner requested the following changes:**

- Installation of a low temperature alarm within the chemical feed room of the chemical building in response to RFI 40.

**Contractor requested the following changes:**

- Modifications associated with the hatch locations on the lift station lid.

Attachments:

**Change Order No. 4 Document, contractor requests.**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>4,309,868.00</u>	Original Contract Times: Substantial Completion: <u>December 31, 2023</u> Ready for final payment: <u>February 29, 2024</u>
Increase from previously approved Change Order No.1 to No.3: \$ <u>115,383.96</u>	Increase from previously approved Change Order No.1 to No.3: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>4,425,251.96</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 27, 2024</u> Ready for final payment: <u>October 25, 2024</u>
<b>Increase</b> this Change Order: \$ <u>22,464.89</u>	<b>Increase</b> this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>4,447,716.85</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 27, 2024</u> Ready for final payment: <u>October 25, 2024</u>

Recommended by Engineer (if required)

Accepted by Contractor

By: Bridget Osborn



Title: Project Manager

Project Manager

Date: November 26, 2024

11/27/2024



Authorized by Owner

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

*Change Request*

**To:** Kyle Axtell  
SOUTH WASHINGTON WATERSHED DIS  
2302 TOWER DRIVE  
WOODBURY, MN 55125  
Ph: (651)714-3718

**Number:** 5  
**Date:** 11/18/24  
**Job:** TH-23-088 Wilmes Lake Stormwater

**Description:** Lift Station Hatch Modifications

We are pleased to offer the following specifications and pricing to make the following changes:  
Costs associated with required lift station component revisions as it relates to hatch locations

Work performed by subcontractors:

Description	Quantity	Unit	Unit Price	Price
MECHANICAL	1.00	ls	\$18,134.00	\$18,134.00
			<b>Subtotal:</b>	<u>\$18,134.00</u>
			<b>Subtotal:</b>	<b>\$18,134.00</b>
	Sub-Contracted	\$18,134.00	5.00%	\$906.70
	Bonds/Insurance	\$18,134.00	2.25%	\$408.02
			<b>Total:</b>	<u><u>\$19,448.72</u></u>

The schedule is not affected by this change.

At this time we have not included any provisions for unforeseen conditions, overtime premiums, schedule delays, out of sequence work labor inefficiencies, etc., which may result as a consequence of this change. Should such conditions be encountered, we reserve the right to be reimbursed for associated costs. Please provide written confirmation if we are to proceed with this change.

Submitted by: Tony Hall (763)546-6066  
MORCON CONSTRUCTION CO INC  
thall@morcon.com

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

Cc: Bridget Osborn (HR GREEN, INC.)



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420 Broadway Avenue, St. Paul Park, MN 55071 • (651) 768-9367 • Fax (651) 768-9258  
Web site: [www.totalmech.com](http://www.totalmech.com)

October 31, 2024

Mr. Tony Hall  
Morcon Construction  
5151 Industrial Blvd NE  
Fridley, MN 55421

RE: Wilmes Lake Alum Treatment  
COP LS Hatch Modifications

Dear Tony,

Please see below the cost for the required lift station hatch modifications. These are T&M costs and do not include any costs for additional layout or CAD for County.

**Lump Sum = \$18,134**

Total Mechanical Services has not included any delay costs in this proposal and reserves the right to claim additional time and compensation accordingly. Our quote is valid for 14 days and subject to escalation thereafter.

If you have any questions or require further assistance, please contact our office at (651) 768-9367.

Sincerely,

Mark Diessner  
Executive Vice President  
Total Mechanical Services, Inc

TOTAL MECHANICAL SERVICES, INC.				
<b>JOB:</b>	1637 LS Hatch Modifications			
<b>PR#</b>				
<b>DATE:</b>	10/31/2024			
<b>IN-HOUSE COSTS:</b>				
<b>MATERIAL and EQUIPMENT</b>				
	Material see takeoff and summary		\$	3,144.64
	Material & Equip Subtotal			3,144.64
	7.625% Sales Tax			239.78
	<b>TOTAL MATERIAL, EQUIPMENT &amp; SALES TAX</b>			<b>3,384.42</b>
<b>Labor</b>	<b>Net hrs</b>			
	72 Labor	\$	135.87	/ Hour = 9,782.64
	- Supervision and Coordination	\$	156.31	/ Hour = -
	- Layout & Engineering	\$	195.00	/ Hour = -
	<b>TOTAL LABOR DOLLARS</b>			<b>9,782.64</b>
	<b>SUBTOTAL</b>			<b>13,167.06</b>
<b>OTHER DIRECT COSTS:</b>				
	Truck and Drayage			150.00
	Small tools & Consumables	5%		489.13
	Large Tools			-
	Scaffolding			-
	O&M and Training			-
	Dumpsters			-
	Confined Space Equipment			1,500.00
	Record Drawings			-
	Field Layout and Coordination			-
	<b>TOTAL OTHER DIRECT COSTS</b>			<b>2,139.13</b>
	<b>SUBTOTAL</b>			<b>15,306.19</b>
	<b>15% Mark-up for overhead and profit</b>			<b>2,295.93</b>
	<b>TOTAL NET IN-HOUSE COSTS</b>			<b>17,602.12</b>
<b>SUBCONTRACTORS:</b>				
	Insulation			-
	Open			-
	Open			-
	Open			-
	Insulation			-
	Temp Controls			-
	Open			-
	<b>TOTAL SUBCONTRACTORS</b>			<b>-</b>
	<b>5% OHP on SUBS</b>			<b>-</b>
	<b>SUBTOTAL</b>			<b>17,602.12</b>
	Bond Premium	1%		176.02
	<b>SUBTOTAL</b>			<b>\$ 17,778.14</b>
	Permits	1%		177.78
	Insurance	1%		177.78
	<b>TOTAL ESTIMATED COST OF PROPOSAL REQUEST</b>			<b>\$ 18,134</b>



**Change Request**

**To:** Kyle Axtell  
 SOUTH WASHINGTON WATERSHED DIS  
 2302 TOWER DRIVE  
 WOODBURY, MN 55125  
 Ph: (651)714-3718

**Number:** 6  
**Date:** 11/18/24  
**Job:** TH-23-088 Wilmes Lake Stormwater

**Description:** RFI #40 - Low Temp Alarm

We are pleased to offer the following specifications and pricing to make the following changes:  
 Low Temperature Alarm

Work performed by subcontractors:

Description	Quantity	Unit	Unit Price	Price
ELECTRICAL	1.00	ls	\$2,812.28	\$2,812.28
			<b>Subtotal:</b>	<u>\$2,812.28</u>
			<b>Subtotal:</b>	<b>\$2,812.28</b>
		Sub-Contractor	\$2,812.28	5.00%
		Bonds/Insurance	\$2,812.28	2.25%
			<b>Total:</b>	<u><b>\$3,016.17</b></u>

The schedule is not affected by this change.

At this time we have not included any provisions for unforeseen conditions, overtime premiums, schedule delays, out of sequence work, labor inefficiencies, etc., which may result as a consequence of this change. Should such conditions be encountered, we reserve the right to be reimbursed for associated costs. Please provide written confirmation if we are to proceed with this change.

Submitted by: Tony Hall (763)546-6066  
 MORCON CONSTRUCTION CO INC  
 thall@morcon.com

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_

Cc: Bridget Osborn (HR GREEN, INC.)

Industrial  
Commercial  
Underground



5141 Lakeland Avenue North  
Crystal, Minnesota 55429  
Telephone: (763) 425-2525  
Fax: (763) 424-1258

November 16, 2024

Mr. Tony Hall  
Morcon Construction Co

Re: Woodbury Wilmes Lake  
Dear Ryan,

Killmer Electric Company proposes to the following change to our contract for the subject project:

**Change Request for RFI 40 – Low Temperature Alarm**

KEC will provide conduit and wiring along with additional low temperature thermostat route back to SCP. ASC will complete mods to accommodate additional IO.

RFI 40 - Add Low Temperature Alarm Thermostat						
	QTY	Mat unit	Mat total	Labor unit	Total labor	
Low Temp stat, Programming and IO mods	1	1328	\$1,328.00		0	
SCP Term and Label	1	6	\$6.00	0.5	0.5	
Install Stat	1	18	\$18.00	1	1	
#14 THNN STR	150	0.199	\$29.85	0.0065	0.975	
Cut-in to Existing pipe run	1	48	\$48.00	1.5	1.5	
3/4" rigid	40	4.05	\$162.00	0.065	2.6	
		Totals	\$1,591.85		6.575	
		Tax	\$133.32	109.55 / hour	\$720.29	
			\$1,725.17		\$720.29	\$2,445.46
				Mark-Up	15%	\$366.82
					Total	\$2,812.28

**Total Cost Add: \$2,812.28**

Please call with any questions or comments.

Regards,

Matthew Pettit  
Project Manager

An Equal Opportunity Employer



Mr. Mathew Pettit  
Killmer Electric Co.  
5141 Lakeland Avenue North  
Crystal, MN 55429

November 7, 2024

SUBJECT: Woodbury, MN – Wilmes Lake RFI No. 40 Chemical Feed Room Low Temp Alarm Addition

Mr. Pettit,

We are pleased to offer the following proposal to provide a low temperature alarm for use with chemical feed room.

**Low Temperature Alarm**

A One (1) **Low Temperature Thermostat** – “TSL-361”, line voltage, Nema1, for installation by others in the chemical room.

**Professional Services**

B One (1) **Professional Services**, to include but not limited to the following:

1. **Engineering Services**, to update project documentation including drawings and bill of materials.

Your net price for Items A through B, FOB factory with **freight allowed** to jobsite including one (1) year warranty from date of startup (not to exceed 18 months from date of shipment)..... **\$1,328.00 PLUS TAX.**

The above price for Items A through B **does not** include any:

1. Sales or use taxes.
2. Bond costs.
3. License fees or permits of any kind.
4. Installation of any kind.
5. On-Site services.

Thank you very much for the opportunity of providing you with the above proposal, should you wish to proceed with an order please sign on the space provided below and return a copy to this office.

We look forward to hearing from you, should you have any questions please don't hesitate to give me a call.



Branch Office  
515.232.4770  
2740 Ford St.  
Ames, IA 50010



Corporate Office  
651.631.9005  
2400 W County Rd. D  
St. Paul, MN 55112



Branch Office  
308.940.0649  
Grand Island, NE





Sincerely,

*Kent Backes*

Kent Backes  
Automatic Systems Company

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Items Accepted: \_\_\_\_\_ Purchase Order No: \_\_\_\_\_

Purchase Order Amount: \_\_\_\_\_



*Branch Office*  
**515.232.4770**  
2740 Ford St.  
Ames, IA 50010



*Corporate Office*  
**651.631.9005**  
2400 W County Rd. D  
St. Paul, MN 55112



*Branch Office*  
**308.940.0649**  
Grand Island, NE



<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 9</b>
<b>Title:</b> Washington Conservation District 2025 Services Agreement	<b>Board Action Requested:</b>	<b>Required Signatures</b> SWWD President
<b>Reviewed by:</b> JHL		<b>Presented by:</b> Randazzo
<b>Background/Justification:</b> Enclosed is the 2025 technical services agreement between SWWD and WCD. The agreement is for a total of \$253,076 and includes SWWD’s 2025 monitoring program, general program services (cost share program), BMP maintenance, agriculture assistance, and WCA support. Staff recommends approval.		
<b>Previous Action:</b>		<b>Contact:</b> JHL
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date:</b>
<b>Financial Implications:</b> \$ 253,076		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                No Recommendation	<b>Comments</b>

**2025 SERVICE AGREEMENT  
BETWEEN  
WASHINGTON CONSERVATION DISTRICT  
AND SOUTH WASHINGTON WATERSHED DISTRICT**

**A. PARTIES**

This Agreement is made and entered into by Washington Conservation District, (WCD), and the South Washington Watershed District (Watershed District).

**B. PURPOSE**

WHEREAS, the Watershed District 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, 2025 to December 31, 2025 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 in the attached Exhibits.

**E. COST**

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

- 1) Water Monitoring (see Exhibit A) - **\$221,076**; not to exceed, actual project expenses (supplies, equipment, and lab fees) within Exhibit A will be billed as they are accrued.
- 2) General Program Services (see Exhibit B) - **\$12,000**
- 3) BMP Maintenance – WCD crews will provide appropriate field assistance with SWWD BMPs in an on-call basis not to exceed **\$14,000**. Costs to include \$12,000 base crew amount with additional expenses (mulch, plants) billed as they are accrued not to exceed \$2000.
- 4) Agricultural Assistance - Technical assistance to implement agricultural best management practices to include conservation planning, design, and project administration/closeout (contracting, payment vouchers, etc) not to exceed **\$3,000**.
- 5) WCA Support: WCD will provide technical assistance in support of SWWD's LGU responsibilities under the Wetland Conservation Act. Estimated Budget: Not to exceed **\$3,000** on an hourly billing rate basis, billed monthly.

**Total Cost for Services: \$253,076**

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 will be billed on a lump sum basis, and on actual cost basis for lab and project expenses. Invoices for Exhibit A will be sent on a monthly basis and will list specifically the work performed.
2. Services in Exhibit B are billed on an hourly basis at the rate of \$46.00 - \$105.00 per hour, based on personnel and task.

AIS Watercraft Inspectors	\$36
Seasonal	\$48
Technician 1	\$69
Technician 1/2	\$73
Technician 1/2/Specialist 1	\$77
Tech 2/Specialist 1/2	\$82
Specialist 1/2/3	\$87
Specialist 2/3/4	\$92
Specialist 3/4/Engineer	\$97
Administrator/Manager	\$109

Invoices for Exhibit B will be sent on a monthly basis and will list specifically the work performed.

3. Project expenses will be billed as they are accrued
4. Technical services provided by the WCD will be billed in accordance with this Rate Schedule. Invoices are sent per the conditions of the agreement and will summarize the work performed. Invoices are payable within 60 days.
5. Office supplies, in-house reproduction expenses, and transportation are included in the rates noted above. Outsource reproduction, special bulk mailings, equipment, supplies, and other non-ordinary costs are not included. Any direct costs 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 Watershed District 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 Watershed District 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 Watershed District 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 Watershed District and shall not be considered employees of the Watershed District.

#### **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 Watershed District 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 Watershed District 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 Watershed District 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 Watershed District.

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

All property of the Watershed District 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 Watershed District. The Watershed District 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.

**2025 SERVICE AGREEMENT  
BETWEEN  
WASHINGTON CONSERVATION DISTRICT  
AND SOUTH WASHINGTON WATERSHED DISTRICT**

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

APPROVED:

Watershed District

WCD

BY: \_\_\_\_\_  
Board President                      Date

BY: \_\_\_\_\_  
Board Chair    Date

BY: \_\_\_\_\_  
Secretary    Date

BY: \_\_\_\_\_  
WCD Manager    Date

Approval as to form and execution:

\_\_\_\_\_  
Date

**EXHIBIT A  
2025 WATER MONITORING SERVICES**

	Equipment			Sub Total		Capital		
	Rental	Labor	Mileage/Travel	Rental/Labor/Travel	Lab/Exp	Equip.	Total	Notes
MS1-North Tributary to Wilmes Lake	\$0	\$7,800	\$1,053	<b>\$8,853</b>	\$2,400	\$150	<b>\$11,403</b>	
MS2-N Tributary to Bailey Lake	\$0	\$7,800	\$1,053	<b>\$8,853</b>	\$2,200	\$150	<b>\$11,203</b>	
O'Conner's Creek	\$0	\$7,800	\$1,404	<b>\$9,204</b>	\$2,400	\$150	<b>\$11,754</b>	
Trout Brook	\$0	\$7,800	\$1,404	<b>\$9,204</b>	\$2,400	\$150	<b>\$11,754</b>	
Wilmes Lake Outlet	\$200	\$10,140	\$1,131	<b>\$11,471</b>	\$2,400	\$150	<b>\$14,021</b>	
Central Ravine	\$200	\$10,140	\$1,131	<b>\$11,471</b>	\$2,200	\$150	<b>\$13,821</b>	
St. Paul Park	\$200	\$10,140	\$1,131	<b>\$11,471</b>	\$2,200	\$150	<b>\$13,821</b>	
Newport	\$200	\$10,140	\$1,131	<b>\$11,471</b>	\$2,200	\$150	<b>\$13,821</b>	
Colby Lake Outlet	\$0	\$7,800	\$1,053	<b>\$8,853</b>	\$2,400	\$150	<b>\$11,403</b>	
Ravine Lake Outlet	\$0	\$7,800	\$1,404	<b>\$9,204</b>	\$2,400	\$150	<b>\$11,754</b>	
Powers Lake East Tributary	\$0	\$7,800	\$0	<b>\$7,800</b>	\$2,200	\$150	<b>\$10,150</b>	
Markgrafs Site TBD	\$0	\$7,800	\$0	<b>\$7,800</b>	\$2,200	\$150	<b>\$10,150</b>	
Armstrong Wetland Outlet/GW	\$0	\$9,360	\$1,053	<b>\$10,413</b>	\$1,400	\$150	<b>\$11,963</b>	
Armstrong Wetland 9th St	\$0	\$4,368	\$0	<b>\$4,368</b>	\$0	\$150	<b>\$4,518</b>	
Armstrong Wetland 10th St	\$0	\$7,800	\$0	<b>\$7,800</b>	\$1,400	\$150	<b>\$9,350</b>	
Seasons Inlet	\$0	\$7,800	\$1,053	<b>\$8,853</b>	\$2,200	\$150	<b>\$11,203</b>	
Seasons Outlet	\$0	\$7,800	\$0	<b>\$7,800</b>	\$2,200	\$150	<b>\$10,150</b>	
Lake Levels	\$0	\$4,660	\$0	<b>\$4,660</b>	\$0	\$0	<b>\$4,660</b>	
In Lake Water Quality	\$0	\$14,157	\$0	<b>\$14,157</b>	\$1,830	\$0	<b>\$15,987</b>	8 monitored by WCD, 1 by volunteer
Groundwater	\$0	\$8,190	\$0	<b>\$8,190</b>	\$0	\$0	<b>\$8,190</b>	4 SWWD ob wells, 2 private wells
	\$800	\$167,095	\$14,001	<b>\$181,896</b>	\$36,630	\$2,550	<b>\$221,076</b>	



## EXHIBIT B

### 2025 SWWD BMP COST-SHARE PROGRAM

#### TASKS

**1. Project Oversight**

All work performed by the WCD will be at the direction of the SWWD staff.

**2. Landowner Outreach**

Targeted and broad-based outreach techniques will be implemented through a coordinated effort of the SWWD and WCD. Outreach will be coordinated with educational efforts by the SWWD.

**3. Project Database**

Project information will be maintained by the SWWD. Information on assistance provided by the WCD will be regularly communicated to the SWWD staff Coordinator.

**4. Respond to inquiries from the public**

The SWWD will act as the primary and first responder to inquiries from the public regarding the BMP Program. The WCD and the SWWD will jointly provide responses to the public regarding general program information, program eligibility, best management practice information, and general watershed information.

**5. Site Reviews and Project Evaluation**

Initial site visits will be provided by the WCD County-wide and are part of the standard WCD programs and not charged under this contract. Follow-up reviews and subsequent site visits of potential BMP implementation sites will be conducted under this contract. Other activities will include: assessing BMP options which will adequately address the problem, discussing BMP alternatives with landowners, and promoting implementation of BMPs. WCD will assist program applicants with identification of supplemental funding sources if needed. Educational materials will be distributed during the site visit.

**6. BMP Design and Contractor Assistance**

The WCD will coordinate BMP design assistance. Design support will be provided by WCD technical resources and/or obtaining assistance from an appropriate technical agency, organization, or the Watershed District. WCD will assist landowners with obtaining qualified contractors to install BMPs if requested.

**7. Construction Monitoring (Site inspections)**

The WCD will monitor construction activities to verify proper implementation of BMPs.

**8. Miscellaneous Services**

Other services may be provided as requested by SWWD to implement and carry out the Program.



<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 10</b>
<b>Title:</b> SWWD Personnel Committee Review	<b>Board Action Requested:</b>	<b>Required Signatures</b> SWWD President
<b>Reviewed by:</b> JHL		<b>Presented by:</b> Loomis
<b>Background/Justification:</b> Staff reviews were completed in November and reviewed with the personnel committee. A summary memo is enclosed. Staff recommends approval.		
<b>Previous Action:</b>		<b>Contact:</b> JHL
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$		<b>Comments:</b>
<b>Fund:</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                No Recommendation	<b>Comments</b>

# Memo



**To:** SWWD Personnel Committee

**From:** John Loomis, SWWD Administrator

**CC:** **SWWD Board of Managers**

**Date:** December 10, 2024

**Re:** 2024 SWWD Staff Annual Performance Reviews

---

SWWD Staff Annual Performance Reviews were conducted November 20<sup>th</sup> and 21<sup>st</sup>. SWWD staff all received positive reviews. Each staff person is contributing to the organization which is adding value to the SWWD. Individual efforts in specific areas have been noted in reviews. Efforts at team building following return to hybrid work schedule and staff reorganization have been successful. Staff gets along well and works well together, building off of each other's strengths. All staff operate at a high level and SWWD routinely achieves more than other Districts with larger staffs.

Reviews have been discussed with the SWWD personnel committee. Reviews were conducted according to SWWD policy and each employee received a performance ranking and corresponding salary adjustment. All staff meet or exceed expectations of their current roles.

Salary adjustments were made with consideration of the recently adopted salary study and 2025 salary schedule. Adjustments for established staff remaining in their current grade included market adjustments to keep them at their current range position, 2025 Cost of Living adjustment, and merit increase. New staff and staff moving to a new range were placed within the 2025 salary schedule as appropriate given experience and performance. With the salary adjustments, staff are all compensated competitively. Salary adjustments exceed SWWD's 2025 budgeted amount. However, at the time of budget development the Board considered the budgeted amount as a place holder that was likely to change with completion of the salary study. SWWD has adequate fund reserves to cover the increased cost.

Staff remain satisfied with their positions and are growing increasingly confident in their roles. Staff are appreciative of the SWWD team and work environment and are looking forward to the coming year which will largely be focused on planning for our next decade. As part of their review, staff have established individual objectives for 2025 as well as professional development plans. Staff will pursue additional training and attend conferences relevant to their roles.

I recommend the Board accept the staff reviews and approve the compensation adjustments as discussed with the personnel committee.



<b>Date: December 4, 2024</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 11</b>
<b>Title:</b> Future Business and Meetings	<b>Board Action Requested:</b>	<b>Required Signatures</b> SWWD President
<b>Reviewed by:</b> JHL		<b>Presented by:</b>
<p><b>Background/Justification:</b></p> <ul style="list-style-type: none"> <li>i) Regular Board Meeting, Tuesday, December 10, 2024 6pm</li> <li>ii) SWWD CAC Meeting, Tuesday, December 17, 2024 5:30pm</li> <li>iii) SWWD Holiday Lunch-Wednesday, December 18, 2024</li> <li>iv) Annual Board Meeting, Tuesday, January 14, 2025 6pm</li> <li>v) Regular Board Meeting, Tuesday, February 11, 2025 6pm</li> <li>vi) Minnesota Watersheds Legislative Event, Wednesday, February 19, 2025</li> <li>vii) Regular Board Meeting, Tuesday, March 11, 2025 6pm</li> </ul>		
<b>Previous Action:</b> None	<b>Contact:</b> JHL	
<b>Date Received:</b> December 4, 2024	<b>SWWD Administrator/Date:</b> December 4, 2024	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$0		<b>Comments:</b>
<b>Fund:</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<p><b>Administrative Recommendation</b></p> <p><u>Approval</u>            Informational</p> <p>Denial                No Recommendation</p>	<b>Comments</b>