



**REGULAR MEETING OF THE BOARD OF MANAGERS**  
**Wednesday, February 14, 2024 at 6:30 PM**

**NOTE MEETING LOCATION**  
 Regular Board Meeting will be held at  
 Family Means  
 1875 Northwestern Ave, Stillwater, MN 55082

- 1) Call Regular Meeting to order
- 2) Approve Regular Meeting Agenda and Discussion Agenda -**Board Action**
- 3) Public Comments
- 4) Consent Agenda – **Board Action** *(all items listed under the consent agenda are considered to be routine by the Board of Managers and will be enacted by one motion. There will be no separate discussion on these items unless a Manager removes an item from the consent agenda for discussion or there is a request to remove the item from the consent agenda, in which event the board will consider whether to remove the item from the consent agenda and consider it separately.)*
  - a) Approve Board Meeting Minutes of the January 10, 2024 Annual & Regular Meeting
  - b) Accept Permit Fee Statement
  - c) Approve Liability coverage waiver form to not waive monetary limits established by MN Statutes Section 466.04
  - d) Approve registration and expenses, as well as manager per diem, for MN Watersheds Legislative Briefing and Day at the Capitol March 6-7, 2024
  - e) Authorize administrator to execute the Metropolitan Council grant agreement SG-18364 for the watershed outlet monitoring program for 2024-25 monitoring at the Brown's Creek outlet
  - f) Approve scope for biennial drone flight of Brown's Creek corridor by EOR and administrator notification of landowners within 200 feet of flight path not to exceed \$4,700 from account 959-0001
  - g) Approve scope for 2024 groundwater monitoring and coordination activities not to exceed \$3,960 from account 942-0004 and \$10,724 from account 942-0011.
  - h) Approve scope for Oak Glen Golf Course groundwater management recommendations not to exceed \$13,312 from account 942-0011.
  - i) Approve scope for 2024 trout habitat preservation project (THPP) monitoring not to exceed \$6,490 from account 903-0001
  - j) Approve the Lower St Croix One Watershed One Plan - FY23 Watershed Based Implementation Fund work plan amendment as presented
- 5) Treasurer's Report
  - a) Review Authorized Funds Spreadsheet
  - b) Current Items Payable-**Board Action (Roll Call Vote)**
  - c) US Bank Signatures

- 6) Projects
  - a) Brown's Creek Restoration Project – McKusick Rd to Brown's Creek State Trail through Brown's Creek Park, Stillwater
    - (1) Compliance with BCWD rules
    - (2) City of Stillwater Cooperative Agreement – **Board Action**
    - (3) Minnesota Department of Natural Resources Cooperative Agreement – **Board Action**
    - (4) Final Plans – Authorize to Seek Sealed Bids – **Board Action**
  - b) Brown's Creek Restoration Project – Millbrook to McKusick Rd north of Brown's Creek Park, Stillwater
    - (1) Landowner Outreach Scope– **Board Action**
  - c) Marketplace Reuse Feasibility – Next Steps Tasks 1 & 2 – **Board Action**
- 7) Programs
  - a) Stewardship grant and project inspections 2023 – Presentation – Brett Stolpestad & Cameron Blake, WCD
- 8) Planning
  - a) Initial Planning Meeting scope – **Board Action**
  - b) Enhanced Stakeholder Engagement – interview update and baseline survey scope– **Board Action**
- 9) New Business
  - a) Training – Rare Species Data – Michael Welch, Smith Partners
  - b) Lynch and Goggins Lakes Aquatic Plant Survey Results – Presentation – Jimmy Marty, EOR
  - c) Replacement Ipads – **Board Action**
- 10) Election of Officers
- 11) Discussion Agenda - No Action Required
  - a) Updates
    - (1) Administrator
    - (2) Legal
    - (3) Engineer
    - (4) Managers
  - b) March 2024 Regular Meeting BCWD Board Agenda:  
**Reminder of Change of Date & Location** – Tuesday, March 19, 2024 at 6:30PM at the Stillwater Township Hall, 13636 90<sup>th</sup> St N, Stillwater 55082
- 12) Adjournment



1  
2 DRAFT Minutes of the regular meeting of the Brown’s Creek Watershed District Board of  
3 Managers, Wednesday January 10, 2024  
4

5 ROLL CALL

Managers Present:	Others Present:
Klayton Eckles, President	Karen Kill, BCWD administrator
Celia Wirth, Vice President	Camilla Correll, EOR, BCWD engineer
Gerald Johnson, Treasurer	Michael Welch, Smith Partners, BCWD counsel
Debra Sahulka, Manager	Cameron Blake, BCWD staff
	Ryan Fleming, EOR, BCWD engineer
	John Sarafolean, EOR, BCWD engineer
	Randy Tweden, resident

6  
7 1) **Call Annual Meeting to order**

8 President Klay Eckles called the annual business meeting to order at 6:32 p.m.  
9

10 a) **Approve Annual & Regular Meeting Agenda**

11 Administrator Karen Kill

12 **Manager moved, seconded by Manager, to approve the agenda as amended.**

13 **Motion carried, vote 4/0.**  
14

15 b) **Election of Officers**

16 After discussion of Manager Sahulka taking on the secretary position, Manager Wirth  
17 suggested that elections should wait until all members of the board are present.

18 **Manager Wirth moved, seconded by Manager Johnson, to table this agenda item**  
19 **until the next board meeting. Motion carried, vote 4/0.**  
20

21 c) **Committee Appointments**

22 The managers reviewed the existing committee appointments. Manager Debra Sahulka  
23 volunteered to serve as Metro Minnesota Watersheds liaison and proposed the other  
24 existing appointments remain as is.

- 25 • Citizen Advisory Committee Liaisons – Celia Wirth, alternate Charles  
26 LeRoux
- 27 • Technical Advisory Committee Liaison – Klayton Eckles
- 28 • East Metro Water Resources Education Program Liaison – Karen Kill  
29 primary, Gerald Johnson as necessary
- 30 • Best Management Practices Program Subcommittee – Gerald Johnson

- Bylaws and Policies – Celia Wirth
- MAWD Board Liaison – Celia Wirth
- Metro MAWD Liaison – Debra Sahulka
- Lower St Croix One Watershed One Plan – Klayton Eckles; alternate Gerald Johnson

**Manager Sahulka moved, seconded by Manager Johnson, to approve the committee appointments and authorize per diems for committee attendance. Motion carried, vote 4/0.**

**d) Selection of Bank and Financial Assurance Depository**

**Manager Wirth moved, seconded by Manager Johnson, to retain US Bank and 4M Fund as the BCWD bank with a separate 4M account as a depository for permit fees and cash escrows, with letters of credit and bonds to be held at the BCWD office. Motion carried, vote 4/0.**

**e) Selection of Official Newspapers**

**Manager Johnson moved, seconded by Manager Wirth, to retain *White Bear Lake Press* and the *Stillwater Gazette* as official newspapers. Motion carried 4/0.**

**f) Schedule of Regular and Special 2023 meetings**

Ms. Kill noted all meetings will be held at 6:30 p.m. at Family Means, 1875 Northwest Avenue South, Stillwater, unless otherwise stated:

- Wednesday, January 10, 2024
- Wednesday, February 14, 2024
- Tuesday, March 19, 2024 –location to be determined
- Wednesday, April 10, 2024
- Wednesday, May 8, 2024
- Wednesday, June 12, 2024
- Wednesday, July 10, 2024 - 2024 Budget Workshop 5 - 6:30 p.m. and Regular Meeting
- Wednesday, August 14, 2024 - 2024 Budget Workshop 5 - 6:30 p.m. and Regular Meeting
- Wednesday, September 11, 2024
- Saturday, September 14, 2024 – 2024 Community Event at Brown’s Creek Park in Stillwater 10 a.m. – 1 p.m.
- Wednesday, October 9, 2024
- Wednesday, November 13, 2024
- Wednesday, December 11, 2024

The later March meeting will provide an extra week to seek and process bids for the Brown’s Creek Restoration project.

**Manager Wirth moved, seconded by Manager Sahulka, to approve the schedule of regular meetings and workshops as presented. Motion carried, vote 4/0.**

1  
2 **g) Citizens Advisory Committee Membership**

3 Ms. Kill reported that Patty and Ron Johnson are not seeking reappointment to the  
4 CAC this year. President Eckles requested they be thanked for their service on the  
5 CAC during 2023.

6 **Manager Johnson moved, seconded by Manager Wirth, appointment of Anne**  
7 **Maule-Miller, George Vania, Jvneen Thatcher, Yihong Gao, Stephen Merchant,**  
8 **Aimee Eberle, and Hallie Chasensky to the Citizens Advisory Committee.**  
9 **Motion carried 4/0.**

10  
11 **h) Board Training Plan**

12 Ms. Kill reviewed a list of education opportunities for the managers:

- 13 • Washington County Water Consortium monthly meetings  
14 • Legislative Water Commission monthly Meetings  
15 • Minnesota Watersheds Day at the Capitol (Feb), Summer Tour (June), and  
16 Annual Meeting (Dec)  
17 • Metro Minnesota Watersheds quarterly meetings  
18 • Water Resources Conference (Oct)  
19 • Internal Trainings  
20 ○ Private data – natural heritage data, archeological data,  
21 endangered/threatened species data  
22 ○ Diversity, equity and inclusion

23  
24 Regarding training topics, President Eckles suggested the managers might be well-  
25 served by an online DEI or implicit-bias training. Manager Sahulka suggested  
26 conflicts of interest as a topic. Manager Eckles asked if new managers could receive  
27 some technical training, especially as related to the permitting program. Minnesota  
28 Watersheds offers a basic training at its annual conference and Ms. Kill typically  
29 meets with new managers as well. She noted that the manager committee meetings  
30 are authorized for per diem.

31  
32 **i) Bylaws and Policies Review**

33 Michael Welch reviewed governance topics. He explained that an update to BCWD's  
34 technology policy is needed. Ms. Kill said seven new tablets will be purchased for the  
35 managers and the old tablets will be liquidated.

36  
37 Mr. Welch suggested that the managers consider a per diem for preparation for  
38 meetings and a revision of the current \$100 per day rate to the statutory maximum of  
39 \$125 per day.

40  
41 Mr. Welch said he will work with Manager Wirth and Ms. Kill on revisions for board  
42 review at an upcoming meeting.

43  
44 Manager Eckles asked for an update on efforts to amend the rules for single-family  
45 homes. Ms. Kill said the analysis was completed and the board decided to look into  
46 the issue further as part of the management planning process. The goal would be for

1 this issue to be addressed as part of the management plan’s Technical Advisory  
2 Committee meetings and will come back for board direction after this.

3  
4 **j) Adjourn Annual Meeting**

5 President Eckles adjourned the annual meeting at 7:36 p.m.

6  
7 **2) Call Regular Meeting to Order**

8 President Eckles called the regular meeting to order at 7:36 p.m. He welcomed Randy  
9 Tweden. Staff recommended that managers move the Tweden resident permit application  
10 to the first item on the agenda.

11  
12 **Manager Wirth moved, seconded by Manager Johnson, to approve the agenda.**  
13 **Motion carried, vote 4/0**

14  
15 **3) Permitting**

16 **a) BCWD Permit #23-02 Tweden Residence**

17 Ms. Kill explained the application is for a single-family home property with the Farms of  
18 Grant development.

19  
20 John Sarafolean presented analysis of Mr. Tweden’s request for a variance to allow  
21 placement of solar panels in the wetland buffer established under the original  
22 development permit. He said the panels represent impervious surfaces in buffer area. He  
23 said the impact to the wetland is minimal.

24  
25 The managers noted the minimal impact on the ground and to vegetation beneath the  
26 panels. The managers noted that the proposed placement of the panels is a  
27 recommendation from the solar consultant to maximize efficiency. Manager Eckles noted  
28 that the district should support green energy as benefitting the environment.

29 Mr. Welch explained there is currently a recorded declaration on the property that does  
30 not allow for placement of these panels in the buffer zone and recommended the board  
31 address this in its motion.

32  
33 **Manager Wirth moved, seconded by Manager Johnson, to approve the variance for**  
34 **permit #23-02 with the conditions and stipulations recommended by the engineer,**  
35 **and to authorize the administrator to enter into a modification of the declaration to**  
36 **reflect the approval of solar panel placement in the buffer. Motion carried 4/0.**

37  
38 In response to a question from Ms. Kill, the managers decided not to specify the timing of  
39 the declaration revision. The board thanked the applicant for his efforts to comply with  
40 the rules.

41  
42 **4) Public Comments**

43 There were no public comments.  
44  
45  
46

1 5) **Consent Agenda**  
2 **Manager Wirth moved, seconded by Manager Johnson, to approve the consent**  
3 **agenda:**

4 **a) Approve Board Meeting Minutes of the December 13, 2023 Regular Meeting**

5 **b) Accept Permit Fee Statement**

6 **c) Approve water monitoring equipment repair scope.**

7 **Motion carried 4/0.**

8  
9 6) **Treasurer’s Report**

10 a) **Review Authorized Funds Spreadsheet**

11 Ms. Kill explained that the spreadsheet has been updated to reflect the 2024 budget  
12 items, and that there is currently an estimated carryforward value that will be  
13 finalized after the audit.

14 **Manager Johnson moved, seconded by Manager Wirth, to approve the**  
15 **authorized funds spreadsheet as presented. Motion carried, vote 4/0.**

16  
17 b) **Current Items Payable – Board Action**

18 **Manager Johnson moved, seconded by Manager Sahulka, to approve payment**  
19 **of bills as presented in the amount of \$80,200.00. Motion carried on a roll call**  
20 **vote, 4/0.**

21  
22 7) **Projects**

23 a) **Brown’s Creek Restoration Project – Environment Review Resolution 24-01 --**  
24 **adopting a record of decision for the environmental review and making a negative**  
25 **declaration of need for an environmental impact statement**

26  
27 Ms. Kill said comments on the Environmental Assessment Worksheet were  
28 received and none required proceeding to an environmental impact statement. She  
29 mentioned a comment received from the Metropolitan Council regarding zoning  
30 will need to be addressed by the City of Stillwater.

31  
32 **Manager Johnson moved, seconded by Manager Eckles, to adopt Resolution**  
33 **24-01 – adopting a record of decision for the environmental review and**  
34 **making a negative declaration of need for an environmental impact**  
35 **statement:**

	Yea	Nay	Abstain	Absent
<b><u>Manager Eckles</u></b>	<b><u>X</u></b>			
<b><u>Manager Johnson</u></b>	<b><u>X</u></b>			
<b><u>Manager LeRoux</u></b>				<b><u>X</u></b>
<b><u>Manager Sahulka</u></b>	<b><u>X</u></b>			
<b><u>Manager Wirth</u></b>	<b><u>X</u></b>			

36  
37  
38  
39  
40  
41  
42 **Motion carried 4/0.**

43  
44 **Manager Eckles moved, seconded by Manager Johnson, to appoint Manager**  
45 **Sahulka as recording secretary pro tem. Motion carried 4/0.**

1                   **(2) Van Tassel Agreement– Board Action**

2 Ms. Kill said the Van Tassels are enthusiastic about the Brown’s Creek  
3 restoration project. Mr. Welch suggested the managers may wish to authorize the  
4 administrator to make minor, nonsubstantive changes to the agreement with the  
5 Van Tassels as needed. Ms. Kill said the next agreements with board will see for  
6 this project will be with the Department of Natural Resources and the city.

7                   **Manager Eckles moved, seconded by Manager Johnson, to authorize the**  
8                   **administrator to execute the Van Tassel agreement with advice of counsel**  
9                   **and with any minor, nonsubstantive revisions that she and legal counsel find**  
10                   **necessary to comport with the intent of the managers. Motion carried 4/0.**

11  
12 **8) Projects**

13                   **a) Enhanced Stakeholder Engagement – updates and per diems**

14 Ms. Kill distributed materials for managers’ interviews with community stakeholders and  
15 explained that interviews should be submitted to a shared google document online. Ms.  
16 Kill has completed three interviews so far and identified some great synergies for the  
17 district to explore. She noted her interviews took longer than 30 minutes, but said she felt  
18 the time will likely vary. The goal is to have as many done before the next board meeting  
19 as possible. She shared that she sent an introductory email to initiate conversation, using  
20 a modified version of the script in the materials provided to the board. She said there are  
21 multiple benefits to the board managers completing these interviews and encouraged  
22 managers to reach out to other organizations if they feel an interview would be worth  
23 doing.

24  
25 The board discussed approving a per diem for these interviews and what that amount  
26 should be. The board discussed how much time will be involved in this process and  
27 whether the per diem should be an amount per interview rather than per day.

28  
29                   **Manager Wirth moved, seconded by Manager Johnson, to approve a per diem of**  
30                   **\$50 per completed interview not to exceed the statutory maximum of \$125 per day.**  
31                   **Motion carried 4/0.**

32  
33                   **b) Initial Planning Meeting potential dates**

34 No potential dates presented yet. The board discussed potential locations and agreed the  
35 Lakes of Stillwater was a good option with a large space and parking, as well as being  
36 located in the watershed.

37  
38 **9) Discussion Agenda**

39                   **a) Updates**

40                   **(1) Administrator – US Bank Signatories**

41 Ms. Kill explained signatures are needed to correct the type of bank account the  
42 district has, and this is the next step to set up the zero-balance account the district  
43 is working toward.



1                   **(2) Legal**

2                   Mr. Welch updated the managers on the limited-liability chloride bill, noting that  
3                   unfortunately prospects are looking grim for passage this session. He explained  
4                   that Minnesota Watersheds is bringing in a new lobbyist and he hopes to have an  
5                   update for the board by next board meeting.  
6

7                   **(3) Engineer**

8                   There is no permit inspection report this month as inspections have slowed due to  
9                   the weather.

10  
11           **9) Adjournment**

12                   **Manager Johnson moved, seconded by Manager Sahulka, to adjourn the regular**  
13                   **meeting at 9:04 p.m. Motion carried 4/0.**

14  
15           Respectfully Submitted by  
16           Cameron Blake, BCWD staff and Charles LeRoux, Secretary  
17

BROWN'S CREEK WATERSHED DISTRICT													
2/6/2024		RULES						TYPE				FEES OWED	
APPLICANT/PERMIT NO.	2	3	4	5	6	7	Deco mpa ction	GOV	SF RES	RES DEV	COM	EXEMPT	AMT DUE
Bergmann Development/Sanctuary Permit No. 05-12	X	X	X			X			X				\$ -
Stillwater Medical Center Parking Permit 13-26	X	X				X					X		\$3,039.10
Brown's Creek Cove Permit 15-07	X	X	X			X			X				\$8,238.52
Heifort Hills Permit 16-03	X	X	X	X		X			X				\$1,327.34
Farms of Grant/White Oaks Savannah Permit 17-01	X	X	X			X			X				\$18,308.42
The Lakes of Stillwater Permit 17-04	X	X	X			X					X		\$3,368.08
West Ridge Permit 17-17	X	X	X			X	X		X				\$701.51
Heifort Hills Estates Permit 18-02	X	X	X			X	X		X				\$41,206.46
Boutwell Farms Permit 18-04A	X	X	X			X	X		X				\$0.79
Hazel Place/Hertiage Ridge Permit 18-05 (Was 17-09)	X	X	X			X	X		X				(\$2,445.17)
Nottingham Village Permit 18-06	X	X	X			X			X				\$650.03
Ridgecrest Permit 18-11	X	X				X	X				X		\$16.68
St Croix Valley Recreation Center Expansion Permit 18-14		X				X	X	X					\$6,970.28
Central Commons Permit 19-05	X	X	X			X	X				X		(\$5,000.00)
Neal Ave Road Reconstruction Permit 20-05	X	X						X					\$19,088.31
CSAH 15-36 Interchange		X			X	X		X					\$19,233.85

APPLICANT/PERMIT NO.	RULES							TYPE				FEES OWED	
	2	3	4	5	6	7	Deco mpa ction	GOV	SF RES	RES DEV	COM	EXEMPT	AMT DUE
Permit 20-08													
White Pine Ridge Permit 20-12		X					X		X				(\$631.32)
Westridge Block 1 Lot 1 Permit 21-09 - NOPV, no permit received		X					x	x					\$2,851.61
Maryland Gateway Addition Permit 21-13	x	x				x			x				(\$854.61)
Schwartz Residence Permit 21-15	x	x							x				(\$319.38)
Millbrook Park- City of Stillwater Permit 21-21	x	x	x					x				\$6,970.18	
Fahey Permit 21-34		x							x				(\$743.78)
Norell Ave N Improvements Permit 21-45	x	x				x		x				\$10,458.63	
Gonyea (8 lots)- White Pine Ridge Permit 22-02		x							x				(\$746.26)
Wetridge (12 lots) - Sharkey/GreenHalo Permit 22-03 (Transferred 21-30 and 21-31)		x							x				(\$513.73)
13290 Boutwell Road N - Sharkey/GreenHalo Permit 22-05		x							x				(\$590.51)
7125 Lone Oak Trail (WOS L106)-weichman Permit 22-11		x							x				\$7,277.07
13199 Dellwood Rd Permit 22-15		x							x				\$217.83
Read Residence Permit 22-17	x	x							x				\$1,246.52
Stillwater Oaks Permit 22-18	x	x							x				\$4,293.00
Miller Flood Protection Permit 22-19						x			x			\$0.00	
Popeyes OPH Permit 22-20		x								x			(\$266.26)
Fanberg Residence - Manning Estates L4B3 Permi 22-22		x							x				(\$729.36)

APPLICANT/PERMIT NO.	RULES							Deco mpa ction	TYPE				FEES OWED	
	2	3	4	5	6	7	GOV		SF RES	RES DEV	COM	EXEMPT	AMT DUE	
7138 Lone Oak Trl N (WOS L109) Permit 22-24		x							x					(\$89.00)
7164 Lone Oak Trl (WOS L113) Permit 22-25		x							x					(\$138.63)
Wash Co. CSAH 5 Phase II Permit 22-30		x							x				\$820.28	
Wash Co. CSAH 57 culverts Permit 22-31		x							x				\$0.00	
Cty Rd 61 Re-alignment Permit 23-01	x	x							x				\$8,073.47	
WOS L114 - Cates (7211 Lone Oak Trail Tweden) Permit 23-02		x	x						x				\$8,063.52	
Boutwell Farm Lot 1 (2545 Boutwell Farm Rd) Permit 23-03		x							x				\$3,472.66	
Westridge B1L4 (986 Creekside) Permit 23-04		x							x				(\$693.54)	
Rocket Carwash Permit 23-05	x	x									x		\$4,824.00	
7239 Lone Oak Trail (WOS L118) Permit 23-07		x							x				\$452.78	
72nd St Road and Trail Improvements Permit 23-08									x				\$3,254.41	
Kirn Residence (McLafferty 8000 Neal Ave) Permit 23-09		x							x				(\$693.29)	
Curio Dance Studio Permit 23-10	x	x									x		\$5,267.50	
7273 Lone Oak Trail- WOS Lot 122 - Freiroy Residence Permit 23-11		x							x				\$769.31	
CSAH 9 -Keystone Ave - Culvert Replacement Permit 23-12									x				\$1,525.04	
The Lakes - Phase III/Sandhill Shores Permit 23-13		x								x			(\$365.44)	
Wiskow Berm Permit 23-14		x							x				(\$868.54)	

APPLICANT/PERMIT NO.	RULES							TYPE				FEES OWED	
	2	3	4	5	6	7	Deco mpa ation	GOV	SF RES	RES DEV	COM	EXEMPT	AMT DUE
7085 Lone Oak Trail- WOS L102- Mensah Res/Cates Permit 23-15		x						x					\$1,009.56
13294 Boutwell Rd. N Permit 23-16		x						x					(\$833.29)
Sundance Townhomes Permit 23-17									x				\$6,639.25
7285 Lone Oak Trl- WOS L124 Permit 23-18								x					(\$41.80)
Liberty Classical Academy Expansion Permit 23-19											x		\$4,247.00
Settler's Glen Pond Excavation Permit 23-20								x				\$351.38	
Take 5 Oil Change Permit 24-01											x		\$497.25
Schuster Residence- 122nd St N Permit 24-02								x					(\$145.75)
WOS L120- 7255 Lone Oak- Hilgert Permit 24-03													(\$1,250.00)
Washington County CSAH 5 - 36 to Croixwood Permit 24-04		x						x				\$ 291.25	
<b>TOTAL NON-EXEMPT DUE BCWD:</b>	90	326	34	15	27	160		71	153	13	119		<b>\$127,488.54</b>
Total due back to applicants if closed:													(\$213,633.46)



### LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. [Email completed form to your city's underwriter, to pstech@lmc.org](mailto:pstech@lmc.org), or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:   Brown's Creek Watershed District  

*Check one:*

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting:   February 14, 2024  

Signature: \_\_\_\_\_

Position:   Administrator



**2024 Legislative Briefing and Day at the Capitol**  
 Radisson Hotel - Capitol Ridge  
 161 St. Anthony Avenue, St. Paul | March 6 – 7, 2024

## Agenda – Wednesday, March 6, 2024

Welcome to the Minnesota Watersheds 2024 Legislative Briefing. The following schedule is approximate. Speakers and times may change as needed to accommodate the ever-changing schedules of lobbyists and directors.

### 3:00 – 4:00 Minnesota Watersheds Top Legislative Priorities

- 3:00 Welcome and Announcements – Jan Voit, Minnesota Watersheds Executive Director
- 3:05 Capitol Activity Update – Ray Bohn and Jess Lindeen, Minnesota Watersheds Lobbyists
- 3:20 The Legislative Process and Strategies for Working with the Legislature and State Agencies on Minnesota Watersheds Legislative Priorities
  - BWSR report to the legislature regarding the Drainage Work Group (DWG), outlet adequacy, and public notice
  - Support limited liability protections to certified commercial salt applicators
  - Modernization of watershed law – M.S. Chapter 103D
  - Support for the DWG
  - Support 2024 bonding requests and stable funding for flood damage reduction and natural resources enhancement projects
  - Q & A

### 4:00 – 4:55 Agency Updates\*

- 4:00 Governor’s Office – Bonding (invited)
- 4:15 Tom Johnson - Minnesota Pollution Control Agency - Chloride Update (invited)
- 4:30 John Jaschke, Board of Water and Soil Resources – M.S. 103D Housekeeping
- 4:45 Q & A

### 4:55 Closing Remarks/End of Briefing

- 4:55 Jan Voit, Executive Director

### 5:00 – 7:00 Legislative Reception: Minnesota Watersheds Members and Legislators

Invitations to this reception and networking event were sent to all legislators. However, individual invitations from members helps provide additional encouragement for them to attend.

Take advantage of this opportunity to network with other members and chat with legislators as they arrive. **Please also use this time for informal regional caucus discussion.** There will be a cash bar. Light food options will be served for you to enjoy.

## Agenda – Thursday, March 7, 2024

### 7 am – 8:30 am Networking Event: Minnesota Watersheds Members

Take advantage of this opportunity to have a buffet breakfast with Minnesota Watersheds members at the Capitol Ridge Hotel and discuss our legislative priorities.

### 9 am – 4 pm Meet with Legislators

Please use this occasion to visit with legislators in their offices or at the Capitol.

\*Speakers and topics may change as schedules evolve.

**GRANT AGREEMENT  
BETWEEN THE METROPOLITAN COUNCIL  
AND BROWN'S CREEK WATERSHED DISTRICT  
FOR THE METROPOLITAN AREA  
WATERSHED OUTLET MONITORING PROGRAM (WOMP1)**

**THIS AGREEMENT** is made and entered into by and between the **METROPOLITAN COUNCIL** (the "Council") and Brown's Creek Watershed District (the "Grantee"), each acting by and through its duly authorized officers.

**WHEREAS:**

1. The Metropolitan Council has been charged by the Minnesota Legislature (Minnesota Statutes, section 473.157, Water Resources Plan) with the development of target pollution loads for all Metropolitan Area watersheds.
2. A search of the available data yielded very little data adequate for use in the development of these loads.
3. The Metropolitan Council has authorized its staff to enter into grant agreements with various watershed management organizations for the collection of watershed outlet data.
4. The Grantee has expressed an interest in collecting water quality data at the watershed outlet.
5. The Grantee has exhibited the technical capability to conduct a watershed outlet monitoring program.
6. The Council has reviewed the Grantee's proposal and desires to assist it in the collection of data.

**NOW, THEREFORE,** the Council and the Grantee agree as follows:

**I. GRANTEE PERFORMANCE OF GRANT PROJECT**

**1.01 Grant Project.** The Grantee agrees to perform and complete in a satisfactory and proper manner the grant project as described in the Grantee's application for grant assistance, incorporated in this agreement by reference, and in accordance with the terms and conditions of this agreement. Specifically, the Grantee agrees to perform the specific activities described in Exhibit A ("WOMP Monitoring Work Plan") and to undertake the financial responsibilities described in Exhibit B ("WOMP Monitoring Budget and Financial Responsibilities" document), both of which are attached to and incorporated in this agreement. These activities and financial responsibilities are referred to in this agreement as the "Grant Project".

**1.02 Use of Contractors.** With the approval of the Council's Grant and Project Managers, the Grantee may engage contractors to perform Grant Project activities. However, the Grantee retains primary responsibility to the Council for performance of the Grant Project and the



use of such contractors does not relieve the Grantee from any of its obligations under this agreement.

**1.03 Material Representations.** The Grantee agrees that all representations contained in its application for grant assistance are material representations of fact upon which the Council relied in awarding this grant and are incorporated in this agreement by reference.

## **II. AUTHORIZED USE OF GRANT FUNDS**

**2.01 Authorized Uses.** Grant funds may be used only for costs directly associated with Grant Project activities, as described in paragraph 1.01, and which: i) occur during the Project Activity Period specified in paragraph 6.01, and ii) are eligible expenses as listed in the Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document (Exhibit B). Grant funds may also be used to prepare the data and financial reports required by paragraphs 5.02 and 5.03 of this grant agreement. No other use of grant funds is permitted.

**2.02 Unauthorized Uses of Grant Proceeds.** Grant funds cannot be used to purchase land, buildings, or other interests in real property, or to pay legal fees, or permit, license, or other authorization fees, unless specifically approved in advance by the Council's Grant Manager.

**2.03 Project Equipment and Supplies.** With approval of the Council's Project Manager, grant funds may be used to purchase or lease equipment, machinery, supplies, or other personal property directly necessary to conduct the Grant Project. The Grantee will comply with the personal property management requirements described in article VIII of this agreement, with regard to any property purchased pursuant to this paragraph.

## **III. GRANT AMOUNT AND DISTRIBUTION**

**3.01 Maximum Grant Amount.** The Council shall pay to the Grantee a Maximum Grant Amount of \$10,000. Provided, however, that in no event will the Council's obligation under this agreement exceed the lesser of:

- a. the Maximum Grant Amount of \$10,000; or,
- b. the actual amount expended by the grantee on eligible expenses as specified in paragraph 2.01.

The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee in performance of the Grant Project.

**3.02 Distribution of Grant Funds.** Grant funds will be distributed by the Council according to the following schedule:

- a. Within forty-five working days of Council execution of this agreement, the Council will distribute to the Grantee forty-five (45%) of the Maximum Grant Amount.
- b. Upon Council approval of Grantee's January 2025 financial report required by paragraph 5.03, the Council will distribute to the Grantee forty-five (45%) percent of the Maximum Grant Amount.

- c. Upon approval of Grantee's January 2026 financial report required by paragraph 5.03, the Council will distribute to Grantee the final payment of the remainder of the Maximum Grant Amount. However, no payment will be made which would cause the distribution of grant funds to exceed the limits in paragraph 3.01. Further, if the amount already paid to Grantee by the Council pursuant to this paragraph exceeds the cumulative amount actually expended by the Grantee on eligible expenses as specified in paragraph 2.01, the Council shall notify Grantee of the amount of over-payment. Grantee shall repay to the Council the amount of such overpayment within 30 calendar days of receipt of such notice from the Council.

No payment will be made under this paragraph if the Grantee is not current in its reporting requirements under article V at the time the payment is due. Distribution of any funds or approval of any report is not to be construed as a Council waiver of any Grantee noncompliance with this agreement.

**3.03 Repayment of Unauthorized Use of Grant Proceeds.** Upon a finding by Council staff that the Grantee has made an unauthorized or undocumented use of grant proceeds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council.

**3.04 Reversion of Unexpended Funds.** All funds granted by the Council under this agreement that have not been expended for authorized Grant Project activities as described in paragraph 2.01 shall revert to the Council.

#### **IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

**4.01 Documentation of Grant Project Costs.** All costs charged to the Grant Project must be supported by proper documentation, including properly executed payroll and time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Grant Project Information.** The Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to: i) Grantee's performance under this agreement, and ii) the receipt and expenditure of all grant funds under this agreement. The Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain intact all Grant Project information until the latest of:

- a. complete performance of this agreement; or
- b. six (6) years following the term of this agreement; or
- c. if any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved.

If the Grantee engages any contractors to perform any part of the Grant Project activities, the Grantee agrees that the contract for such services shall include provisions requiring the contractor to establish and maintain Grant Project information in accordance with the provisions of this paragraph and to allow audit of such information in accordance with paragraph 4.03.

**4.03 Audit.** The accounts and records of the Grantee relating to the Grant Project shall be audited in the same manner as all other accounts and records of the Grantee are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of the Council, and the Legislative Auditor and/or State Auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5, will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The Grantee will provide proper facilities for such access and inspection.

## V. REPORTING AND MONITORING REQUIREMENTS

**5.01 Monitoring Work Plan.** The WOMP Monitoring Work Plan (Exhibit A) includes the specific geographic area and watershed outlet affected by the Grant Project, the tasks to be undertaken together with schedules and the organization responsible for the tasks' costs. The Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document (Exhibit B) lists the Grantee expenses eligible for reimbursement by the Council, subject to the limitations of paragraph 2.01. The Grantee agrees to abide by the Monitoring Work Plan, including the Quality Control Provisions listed in the Monitoring Work Plan.

**5.02 Grant Project Data Reports.** The Grantee will submit Grant Project data reports to the Council in accordance with the requirements in the WOMP Monitoring Work Plan (Exhibit A).

**5.03 Grant Project Financial Reports.** In January 2025 and January 2026, the Grantee will submit a financial report detailing expenses incurred by Grantee for the Grant Project in the preceding twelve calendar months which are eligible for reimbursement by the Council in accordance with paragraph 2.01.

**5.04 Changed Conditions.** The Grantee agrees to notify the Council immediately of any change in conditions, local law, or any other event that may affect the Grantee's ability to perform the Grant Project in accordance with the terms of this agreement.

## VI. GRANT PROJECT ACTIVITY PERIOD; TERM; TERMINATION

**6.01 Project Activity Period.** The Grantee agrees to complete the Grant Project activities specified in paragraph 1.01 during the period from January 1, 2024 through December 31, 2025 (the "Project Activity Period").

**6.02 Term.** The term of this agreement shall extend from the effective date of this agreement to a date 60 calendar days following the end of the Project Activity Period, to permit closeout of this agreement.

**6.03 Termination.** Either the Council or the Grantee may terminate this grant agreement at any time, with or without cause, by providing the other party written notice of such termination at least thirty (30) days prior to the effective date of such termination. Upon such termination Grantee shall be entitled to compensation for Grant Project activities in accordance with this grant agreement which were satisfactorily performed and incurred prior to the effective date of the termination. Any remaining grant funds which have been distributed to Grantee will be returned to the Council no later than the effective date of such termination. Upon such effective date of termination, a) all data collected by Grantee prior to the effective date of termination shall be turned over to the Council by Grantee; and b) all Council personal property in possession of Grantee wherever located and all property acquired with Grant funds shall be turned over to the Council by Grantee.

**6.04 Termination by Council for Noncompliance.** If the Council finds that there has been a failure to comply with the provisions of this agreement, the Council may terminate the agreement at any time following seven calendar days written notice to the Grantee and upon failure of the Grantee to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Grant Project. If the Council finds that the Grantee's noncompliance is willful and unreasonable, the Council may terminate or rescind this agreement and require the Grantee to

repay the grant funds in full or in a portion determined by the Council. Nothing in this paragraph shall be construed so as to limit the Council's legal remedies to recover grant funds.

**6.05 Effect of Grant Project Closeout or Termination.** The Grantee agrees that Grant Project closeout or termination of this agreement does not invalidate continuing obligations imposed on the Grantee by this agreement. Grant Project closeout or termination of this agreement does not alter the Council's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any funds due to the Council as a result of later refunds, corrections, or other transactions.

## **VII. COUNCIL'S GRANT MANAGER AND PROJECT MANAGER**

Financial aspects of this grant agreement will be handled by the Council's Grant Manager. The Council's Grant Manager for this grant agreement is Joe Mulcahy, or such other person as may hereafter be designated in writing by the Council.

Technical aspects of the Grant Project, including supervision of the Grantee under the Monitoring Work Plan, will be handled by the Council's Project Manager. The Council's Project Manager for this grant agreement is Casandra Champion, or such other person as may hereafter be designated in writing by the Council.

However, nothing in this agreement will be deemed to authorize such Grant Manager or Project Manager to execute amendments to this Grant Agreement on behalf of the Council.

## **VIII. GRANT PROPERTY AND DATA**

**8.01 Title.** Title to all personal property at the monitoring station site as described in Exhibit A and all property acquired with grant funds will remain with the Council. The Council authorizes the Grantee to utilize the personal property at the site in carrying out the Grant Project activities during the Project Activity Period.

**8.02 Maintenance.** The Grantee agrees to maintain any such personal property in good operating order. If, during the Project Activity Period, any personal property is no longer available for use in performing the Grant Project, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify the Council's Project Manager.

**8.03 Utility Services.** The Council shall make arrangements with local utilities to provide both telephone and electrical hookups as needed at the monitoring station specified in Exhibit A. All utility accounts serving the monitoring station shall be in the name of the Council. All telephone and electric utility costs for the monitoring station shall be paid by the Council.

**8.04 Grant Project Closeout or Termination.** No later than a) the effective date of termination as provided in Sections 6.03 and 6.04 of this Grant Agreement or b) no later than sixty (60) calendar days following the end of the Project Activity Period ("Project Closeout Date"), whichever is applicable:

- i) all data defined in Section 9.04 of this Agreement collected by Grantee prior to the Project Closeout Date or the effective date of termination shall be turned over to the Council by Grantee; and
- ii) all Council personal property in possession of Grantee wherever located and all property acquired with Grant funds shall be turned over to the Council by the Grantee.

Provided, however, that if the Grant Agreement has not been terminated by either party and Grantee continues to participate in the Watershed Outlet Monitoring Program (WOMP1)

through a subsequent Grant Agreement with the Council, Grantee shall not be required to comply with Section 8.04 subparagraph (ii) until such time as Grantee's participation in the WOMP1 program ceases.

## **IX. GENERAL CONDITIONS**

**9.01 Amendments.** The terms of this agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by duly authorized officers of the parties to this agreement.

**9.02 Assignment Prohibited.** Except as provided in paragraph 1.02, the Grantee shall not assign, contract out, sublet, subgrant, or transfer any Grant Project activities without receiving the express written consent of the Council. The Council may condition such consent on compliance by the Grantee with terms and conditions specified by the Council.

**9.03 Indemnification.** The Grantee assumes liability for and agrees to defend, indemnify and hold harmless the Council, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands, including without limitation attorney's fees, arising out of, resulting from, or relating to the performance of the Grant Project by Grantee or Grantee's employees, agents, or subcontractors.

**9.04 Grant Project Data.** The Grantee agrees that the results of the Grant Project, the reports submitted, and any new information or technology that is developed with the assistance of this grant may not be copyrighted or patented by Grantee. The Grantee shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this agreement.

**9.05 Nondiscrimination.** The Grantee agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Grantee agrees not to discriminate against any employee, applicant for employment, or participant in this Grant Project because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

**9.06 Promotional Material: Acknowledgment.** The Grantee agrees to submit to the Council a copy of any promotional information regarding the Grant Project disseminated by the Grantee. The Grantee shall appropriately acknowledge the grant assistance made by the Council in any promotional materials, reports, and publications relating to the Grant Project.

**9.07 Compliance with Law; Obtaining Permits, Licenses and Authorizations.** The Grantee agrees to conduct the Grant Project in compliance with all applicable provisions of federal, state, and local laws, ordinances or regulations. The Grantee is responsible for obtaining all federal, state, and local permits, licenses, and authorizations necessary for performing the Grant Project.

**9.08 Workers Compensation; Tax Withholding.** The Grantee represents that it is compliance with the workers compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and any of its contractors or material suppliers, if any, under this contract, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

**9.09 Jurisdiction, Venue, and Applicable Law.** Venue for all legal proceedings arising out of this agreement, or breach of this agreement, shall be in the state or federal court with competent

jurisdiction in Ramsey County, Minnesota. All matters relating to the performance of this agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized officers on the dates set forth below. This agreement is effective upon final execution by, and delivery to, both parties.

**GRANTEE** \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**METROPOLITAN COUNCIL**

Date \_\_\_\_\_

By \_\_\_\_\_

Sam Paske  
Assistant General Manager,  
Environmental Quality Assurance Department

## EXHIBIT A

### WOMP MONITORING WORK PLAN

The Grantee, **Browns Creek Watershed District**, will operate and maintain the water quality monitoring site at **Browns Creek near the intersection of Hwy 95 and Hwy 96 Stillwater, MN**. The Grantee, or designated agent, will conduct monitoring work from January 1, 2024 through December 31, 2025. The Grantor, Metropolitan Council Environmental Services (MCES) will provide training, supplies and technical support to the Grantee and/or its designated agent through the WOMP Coordinator, Casandra Champion.

#### CONTACT INFORMATION

Casandra Champion, WOMP Coordinator  
651-602-8745 (office)  
[Casandra.champion@metc.state.mn.us](mailto:Casandra.champion@metc.state.mn.us)

Daniel Henely, Assistant Manager Water Resources  
651-602-8085 (office)  
[Daniel.henely@metc.state.mn.us](mailto:Daniel.henely@metc.state.mn.us)

MCES Lab Services Logging Bench  
651-602-8111  
[MCESLab@metc.state.mn.us](mailto:MCESLab@metc.state.mn.us)

#### WORKPLAN

##### Site Visits

At each site visit, the Grantee will record stage, stream control conditions and obtain instantaneous temperature, conductivity, pH, dissolved oxygen, and turbidity measurements. The Grantee will record measurements and observations on an MCES Sample Submission Sheet and Field Notes form and submit the form to the WOMP Coordinator.

##### Rating Curve Measurements

The WOMP Coordinator will coordinate with the Grantee to ensure that flow measurements are being made approximately every six weeks, with additional targeted high-flow measurements as conditions allow. Flow measurement data collected by the Grantee will be submitted to the WOMP Coordinator. This submission should include the electronic file and a completed MCES Sample Submission Sheet and Field Notes form.

##### Water Quality Samples

The Grantee will routinely sample stream water quality by submitting bi-weekly grab samples, 26 samples per year. If ice conditions preclude taking a sample, the Grantee will attempt to collect the next sample after four weeks. The Grantee will measure and record temperature, conductivity, pH, dissolved oxygen and turbidity.

The first sample collected in March, June, September and December will include additional quarterly analyses as determined by the WOMP Coordinator.

If the site has an autosampler, the Grantee will collect discrete auto-grabs or flow-weighted composite samples to characterize storm events. If sufficient water volume is available, an aliquot should be poured into a separate container for temperature, conductivity, pH, dissolved oxygen and turbidity measurements.

Datalogger programming and sample collection timing will be coordinated by the WOMP Coordinator.

If the site does not have an autosampler, event grabs will be collected to characterize storm event. Event grab timing will be coordinated by the WOMP Coordinator and MPCA WPLMN staff. The WOMP Cooperator will use a Secchi Tube to measure transparency with every event grab.

### **E. coli Samples**

The Grantee will collect an E. coli grab sample with every water quality grab or autosampler sample. E. coli samples must be delivered within 24 hours of collection; every effort should be made to deliver the sample within 4-5 hours.

### **Quality Assurance/Quality Control Samples**

The Grantee will collect three QA/QC samples per year; one equipment blank, one routine grab field duplicate and one quarterly grab field duplicate.

### **Forms and Labels**

The Grantee will complete an MCES Sample Submission Sheet and Field Notes form for every grab, autosampler, or QA/QC sample. The Grantee will clearly label all sample bottles and Whirl-Pacs with project number, location, date and time.

### **Sample Submission**

The Grantee will submit all water quality samples to MCES Laboratory Services at the Metropolitan Wastewater Treatment Plant, 2400 Childs Road, St. Paul, Minnesota. The Grantee will notify Logging Bench staff before sample delivery. Deliveries should be prior to 2:00 PM, coordinate with Logging Bench staff if delivery will be late.

The Grantee will submit one copy of the MCES Sample Submission Sheet and Field Notes form to MCES Lab Services, one copy to the WOMP Coordinator, and keep one copy for Grantee records.

### **Site Maintenance**

The Grantee will maintain the basic integrity of the site and notify the WOMP Coordinator of any unusual maintenance needs.

### **WOMP Cooperator Forum**

The Grantee, or assigned representative, will attend the annual WOMP Cooperator Forum hosted by the WOMP Coordinator at Metro Plant each spring.

### **Cost Accounting**

The Grantee will provide MCES with an annual invoice of costs incurred for WOMP monitoring including labor, mileage, and equipment expenses.



## **EXHIBIT B**

### **WOMP MONITORING BUDGET AND FINANCIAL RESPONSIBILITIES**

#### **Grantee Financial Responsibilities**

The Grantee, **Browns Creek Watershed District** shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Browns Creek near the intersection of Hwy 95 and Hwy 96 Stillwater, MN** during the Project Activity Period (January 1, 2024 through December 31, 2025).

On an annual basis (January 1, 2024 through December 31, 2025), the Grantee shall:

- Assume all Grantee labor costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (Exhibit A);
- Assume all Grantee vehicle and mileage costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan;
- Assume all miscellaneous materials, supplies, and sample delivery costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan.

The Council will assist in the payment of such costs as provided for in this grant agreement.

#### **Metropolitan Council Financial Responsibilities**

Subject to the availability of funds, the Metropolitan Council shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Browns Creek near the intersection of Hwy 95 and Hwy 96 Stillwater, MN** during the Project Activity Period (January 1, 2024 through December 31, 2025).

On an annual basis (January 1, 2024 through December 31, 2025), the Council shall:

- Assume all MCES Laboratory costs associated with analysis of the water samples submitted by the Grantee, in conformance with the WOMP Monitoring Work Plan (estimated cost: \$2,850);
- Assume all telephone service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$625);
- Assume all electrical service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$325);
- Assume all costs for the repair and/or replacement of all monitoring equipment necessary for operating the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$850);
- Assume all materials and supplies costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$1,100), beyond the cost contributed by the Grantee (\$250);
- Assume all MCES trades labor costs associated with maintaining the stream monitoring station in proper working order (estimated cost: \$625);

Assume all labor costs for the Council's Project Manager (WOMP Coordinator), who will provide technical support, guidance, and assistance for operating and maintaining the stream monitoring station and managing and assessing the data and information generated by the monitoring work.

<b>Project Name</b>	Drone Flight of Brown's Creek	<b>Date</b>	1/31/2024
<b>To / Contact info</b>	BCWD Board of Managers		
<b>Cc / Contact info</b>	Karen Kill, District Administrator		
<b>From / Contact info</b>	Chris Long; Mike Majeski		
<b>Regarding</b>	Routine Drone Flight of Brown's Creek Corridor		

**Background**

In 2016, the BCWD Board of Managers contemplated conducting a drone flight of the Brown's Creek corridor to evaluate flooding between the Gateway Trail and Manning Avenue. The goal was to use a UAS (unmanned aircraft system, also known as a drone) unit to fly the corridor to search for blockages along the creek. The drone flight allows the District to efficiently locate obstructions and other stream related issues along the stream channel in remote reaches and wetland areas that are difficult to traverse on foot, particularly the stream reach upstream of Highway 96 and the Brown's Creek gorge.

The BCWD Watershed Management Plan has included an implementation activity to conduct routine drone flights (every other year) of the Brown's Creek corridor to monitor beaver dams and other changes to the system. This knowledge will be used to better understand the hydraulic and hydrologic conditions of Brown's Creek and determine potential flooding or other resource concerns along the stream corridor.

**Scope of Services**

EOR will collect video along the Brown's Creek stream corridor utilizing a drone and will provide a summary report to the Board. The report will include results from the flight and a map of existing obstructions, beaver dams, and other blockages that the District may want to monitor or manage during 2024. The drone flight will be conducted by Chris Long, a certified drone pilot out of our St. Paul office, and a trained drone spotter. It is anticipated the drone flight would be conducted in April 2024 before leaf-out.

<b>Task</b>	<b>Estimated Hours</b>	<b>Estimated Cost</b>
Flight Prep and Complete Brown's Creek Drone Flight (2 staff)	17	\$2,675*
Video Processing and Data Analysis	8	\$1,300
Prepare Memo and Flight Data Package and Present to the Board	5	\$ 725
<b>Totals</b>	<b>30</b>	<b>\$4,700</b>
<b>*includes expenses &amp; drone rental</b>		

**Requested Action**

1. Approve this scope of services in the amount of \$4,700 from account number 959-0001.

## 2024 GROUNDWATER MONITORING AND MANAGEMENT

Date	02/06/2024
ITo / Contact info	BCWD Board of Managers and Karen Kill, District Administrator
From / Contact info	Stu Grubb, PG
Regarding	2024 Groundwater Monitoring and Management Services

### Background

The BCWD has been monitoring groundwater levels in a network of 16 residential wells and 7 golf course wells since 2012. By sponsoring this data collection effort, the BCWD has started to accumulate a significant database of changing groundwater elevations over time in different aquifers and in different parts of the district. This data has been helpful in documenting and understanding the very low baseflow observed in Brown's Creek in 2013 and the extraordinarily high water levels recently observed in the Kimbro Basin. The data has also been useful in calibrating regional groundwater models, such as the model recently produced by consultants for 3M. The key value to this data has been the consistency in data collection and the duration. The data will continue to be useful in the future, but only if BCWD continues to implement its groundwater monitoring program.

Groundwater is a regional resource that requires management on a regional level. Activities outside the watershed can have a significant impact to groundwater resources within the watershed district. State, county, and regional government agencies all have active groundwater management programs that affect the watershed district. In order to effectively manage groundwater within BCWD, watershed district staff and engineers must be engaged in water management activities outside the watershed district. We recommend that a budget be approved for EOR staff to attend meetings and engage with other groundwater management organizations on behalf of BCWD.

### Scope of Services

This scope of services includes both the work related to monitoring groundwater elevations as well as the activities related to management of the District's groundwater resources.

### Groundwater Monitoring

It is recommended that the BCWD continue to implement the groundwater monitoring program in 2024. EOR and Washington Conservation District staff will continue to work together on the monitoring and reporting of water levels from the current network.

### Expanding the Well Network

The BCWD Board of Managers approved the expansion of the well network to include other areas in the district where groundwater data will likely be important in the future. The work was not completed in 2023 but will be completed in 2024. The previously approved budget will be used to complete the work.

As a reminder, the purpose for this expansion of the well network is to collect groundwater level information in those portions of the watershed that are likely more sensitive to flooding due to groundwater. The BCWD has a long history of dealing with flooding issues in closed basins. Often these basins have a relatively small watershed, and much of the flooding is due to rising groundwater elevations. Addressing these types of flooding issues requires an understanding of past groundwater levels and trends.

The critical monitoring areas were identified using the District’s landlocked basin evaluation. Some areas are covered by the current well network, but others could benefit from additional groundwater data nearby. Four to five additional residential wells will be targeted for monitoring. Acceptable wells are located near the areas of interest, have an existing well log, are completed in an aquifer of interest, and have a willing well owner.

EOR has identified 19 candidate wells for expanding the network. WCD mailed letters to the well owners asking if they would consider being part of the monitoring network. EOR will follow up on the letters and work with the willing well owners to get the necessary information and agreements in place so we can begin collecting data on the four to five additional wells.

**Groundwater Management**

It is recommended that BCWD approve a budget for EOR staff to attend meetings and participate in regional groundwater management activities on behalf of the watershed district. Most of these activities have not yet been scheduled and are often quickly organized to address new groundwater issues that arise throughout the year. Examples of past BCWD groundwater management activities include:

- Participation in meetings for the North and East Metro Groundwater Management Area sponsored by DNR.
- Contributions to development of the Metro Model groundwater model developed by the Metropolitan Council. This includes gathering information about infiltration and aquifer recharge rates in the watershed. The model is also being used to research the effects of climate change on groundwater resources.
- Engagement with Washington County programs such as the Water Consortium and the Individual Septic Treatment System regulatory program.
- Contributions to development of the 3M groundwater model used to simulate PFAS contamination and cleanup options. Although the contaminated areas are outside the watershed district, the domain of the groundwater model included all of Washington County and BCWD.
- Working with DNR to expand their observation well network in BCWD.

The following table summarizes the cost for EOR to perform these tasks in 2024.

<b>Tasks</b>	<b>Hours</b>	<b>Cost</b>
Monitoring the existing well network, including coordination with landowners and the WCD and producing a final report	20	\$3,960
Expanding the well network to include 4-5 additional wells, including coordination with landowners and the WCD	36	\$5,576
Groundwater management	26	\$5,148
<b>TOTALS</b>	<b>86</b>	<b>\$14,684</b>

**Requested Action**

1. Approve this scope of services in the amount of \$14,684 as follows:
  - \$3,960 from account number 942-0004.
  - \$10,724 from account number 942-0011.

## OAK GLEN GOLF COURSE PUMPING RECOMMENDATIONS

Date	2/7/2023
To / Contact info	BCWD Board of Managers
From / Contact info	Camilla Correll, PE; Stu Grubb, PG
Regarding	Oak Glen Golf Course Pumping Recommendations

### Background

Previous work by EOR has identified reaches of Brown’s Creek that lose water to the subsurface during the late summer months. This is an important observation because the stream depends on cold, high-quality groundwater to support the surrounding ecosystem that is sensitive to water temperature and quality.

Irrigation wells at the Oak Glen Golf Course (OGGC) may be contributing to the decrease in groundwater discharge and baseflow in Brown’s Creek. EOR recommends continuing our discussions with the OGGC maintenance staff about how to best manage groundwater pumping to reduce impacts to the Brown’s Creek ecosystem.

### Previous Studies

The lower gorge of Brown’s Creek runs along the north side of the OGGC (Figure 1). The Quaternary (glacial) deposits, bedrock formations, and pumping well locations in the area are shown on Figure 2.

EOR observed drawdown events of approximately 6 ft at a DNR observation well at Brown’s Creek Park (BC Park – Deep) as shown on Figure 3. These drawdown events commonly occur for 1-3 days and then the groundwater elevation rises back to its original level. This pattern in groundwater elevation is recognizable as the influence of a pumping well.

Oak Glen Golf Course No. 2 well is the nearest pumping well finished in the Tunnel City Group with the pumping capacity (400 gpm) to result in the observed drawdown at BC Park – Deep. Pumping records for this well correlate with periods of drawdown and periods of no drawdown at the BC Park – Deep well, as shown on Figure 4. Oak Glen operates another well, No. 1, that is finished in the Jordan Sandstone aquifer with a capacity of 275 gpm.

Using the observed drawdown and recovery of the groundwater elevation due to pumping, EOR calculated aquifer properties for the Tunnel City Group. Aquifer properties were used to model estimates of drawdown along Brown’s Creek. Pumping wells form areas of decreased groundwater head known as cones of depression. Cones of depression are three-dimensional features. The observed drawdown in BC Park – Deep indicates that the cone of depression of one or more pumping wells extends to areas of Brown’s Creek.

The most important areas of Brown’s Creek in the modeling effort were the areas where the Tunnel City is the uppermost bedrock unit. In these areas, the Tunnel City is potentially connected (hydraulically) to the surficial aquifer. Drawdown in the Tunnel City would reduce the hydraulic pressure in the aquifer and potentially reduce the amount of water contributed to the surficial aquifer. This could result in a reduction of baseflow to Brown’s Creek. Modeled drawdown at Brown’s Creek where the Tunnel City is the uppermost bedrock unit ranges from 2.7-5.5 ft of hydraulic head, as shown on Figure 5.

Additional modeling was undertaken to determine the effect of Oak Glen Golf Course No. 1 well on the Jordan aquifer and Brown’s Creek. The model assumed similar aquifer properties to the Tunnel City in the absence of

drawdown data (because there are no observation wells nearby finished in the Jordan Sandstone). Modeled drawdown on Brown's Creek where the Jordan is the uppermost bedrock unit ranges from 3.7-5.1 ft of hydraulic head, as shown on Figure 6. By the same mechanism explained above, drawdown in the Jordan aquifer could result in reduction of baseflow to Brown's Creek.

As mentioned above, reaches of Brown's Creek have been observed to lose water to the subsurface in the dry summer months. Reduced baseflow to Brown's Creek (and reversal to a losing stream) could result in negative impacts to the ecological resources that depend on the stream. Increased temperature and decreased water quality result from the loss of cold, high-quality groundwater supplying the stream.

**In summary:**

- Drawdown events of approximately 6 ft has been recorded at the DNR observation well at Brown's Creek Park. These drawdown events commonly occur for 1-3 days and then the groundwater elevation rises back to its original level. This pattern in groundwater elevation is recognizable as the influence of a pumping well.
- EOR used the pumping capacity of the two wells at OGGC and aquifer properties (transmissivity of the aquifer) to estimate the drawdown that occurs in the bedrock aquifers below Brown's Creek.
  - The cone of depression created by pumping from the Tunnel City formation (Well #2) pulls the groundwater away from Brown's Creek by 2.7-5.5 ft (referred to as the hydraulic head). This creates a pressure gradient and causes water in Brown's Creek to flow from the creek into the groundwater system (a losing system).
  - These same calculations were used to evaluate the impact of Well #1 which draws water from the Jordan Aquifer. Results of this analysis indicate that the cone of depression for this well decreases groundwater levels in the lower reaches of Brown's Creek by 3.7-5.1 ft.
- Brown's Creek is impaired for Biota and Lack of Cold-Water Assemblage and one of the main stressors to the system is in-stream temperature. When cold water (baseflow) is pulled out of the stream, it causes instream temperatures to go up which is stressful for cold water fish (i.e., trout) and some macroinvertebrate species.

### **Recent Court Case Settlements**

The 2017 lawsuit White Bear Lake Restoration Association vs. Minnesota Department of Natural Resources found that permitted wells within 5 miles of White Bear Lake had a significant impact in drawing down the water level of the lake. Various remedies were imposed by the court on municipal wells, industrial wells, and golf course wells. Three golf courses near to BCWD (Dellwood Hills, White Bear Yacht Club, and Indian Hills Golf Course) recently signed a stipulation agreement with the court that outlines best management practices to be implemented immediately and measures to be taken when the water level in White Bear Lake falls below different trigger elevations (See Appendix A). Establishing a similar but voluntary arrangement with OGGC could be beneficial for everyone.

## Recommendations for Next Steps

To limit the impact of pumping at Oak Glen Golf Course Wells No. 1 and No. 2 on the Tunnel City and Jordan Aquifers underlying Brown's Creek, a set of best management practices for pumping operations should be developed.

The goal of the project is to limit the effect of pumping on the hydraulic head of the aquifers during times when baseflow is critical to sustaining flow in the stream. A review of climate data, groundwater elevations, and piezometer data in stream would be necessary to establish the timing of proposed best management practices.

Since there are two wells at Oak Glen, it would be informative to understand the relative impact of each well on Brown's Creek. To understand if one well has a greater impact on the stream it would be necessary to review modeling results, geology, pumping rates, and stream data.

After reviewing the relevant data, the pumping schedule should be optimized to reduce potential impacts on the aquifers and Brown's Creek. This would include annual timing and pumping durations supported by the analyses performed.

In addition to the optimized pumping schedule, additional best management practices could be explored. The irrigation and water storage methods utilized at the facility are opportunities to reduce the water lost to evaporation. By reducing the evaporative loss, the amount of water withdrawn from the aquifers could be reduced, thereby decreasing the risk to Brown's Creek baseflow.

## Requested Action

EOR is requesting approval of the tasks outlined in Table 1. The total time budgeted for the project is 64 hours. The total cost is estimated at \$13,312. The funds would come from Budget 942-0011. Depending on the availability of golf course staff, the project can be initiated during the winter, before the spring golf season gets underway.

**Table 1. Itemized project description**

Task	Description	Estimated Hours	Estimated Cost
1	Discuss objectives with BCWD Administrator. Schedule meetings with OGCC.	8	\$1,664
2	Prepare for and attend meetings with OGCC.	16	\$3,328
3	Document meetings. Prepare Report.	24	\$4,992
4	Follow up meetings with OGCC and BCWD Board	16	\$3,328
<b>Totals</b>		<b>64</b>	<b>\$13,312</b>





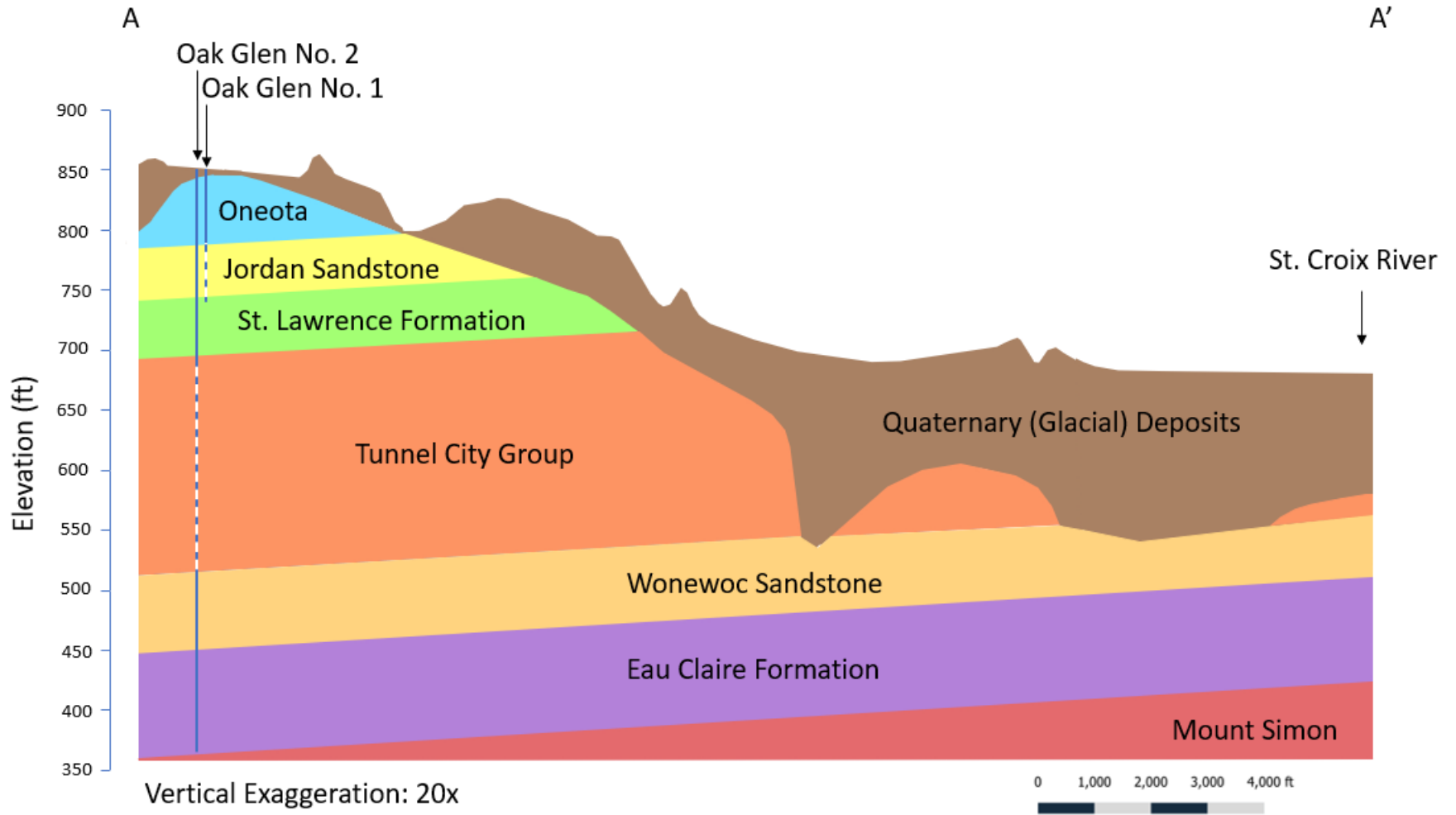
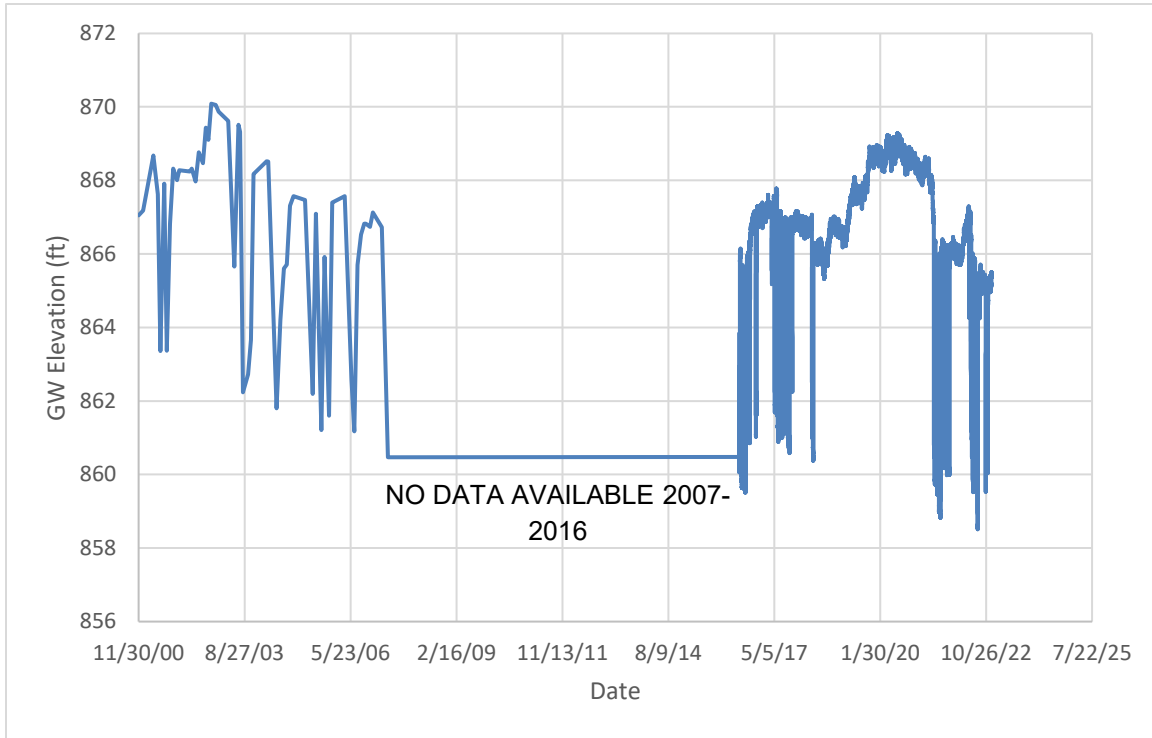
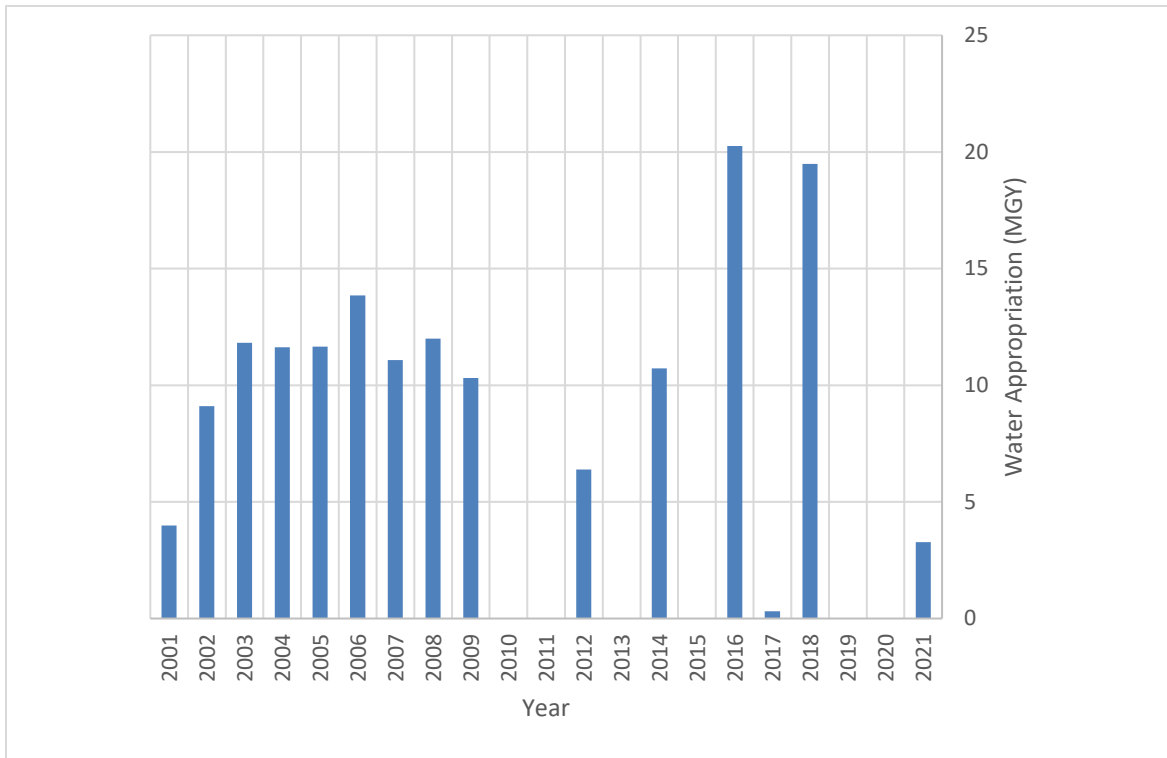


Figure 2. Cross Section A-A'.



**Figure 3. Groundwater elevations at BC Park - Deep monitoring well**



**Figure 4. OGGC pumping records.**

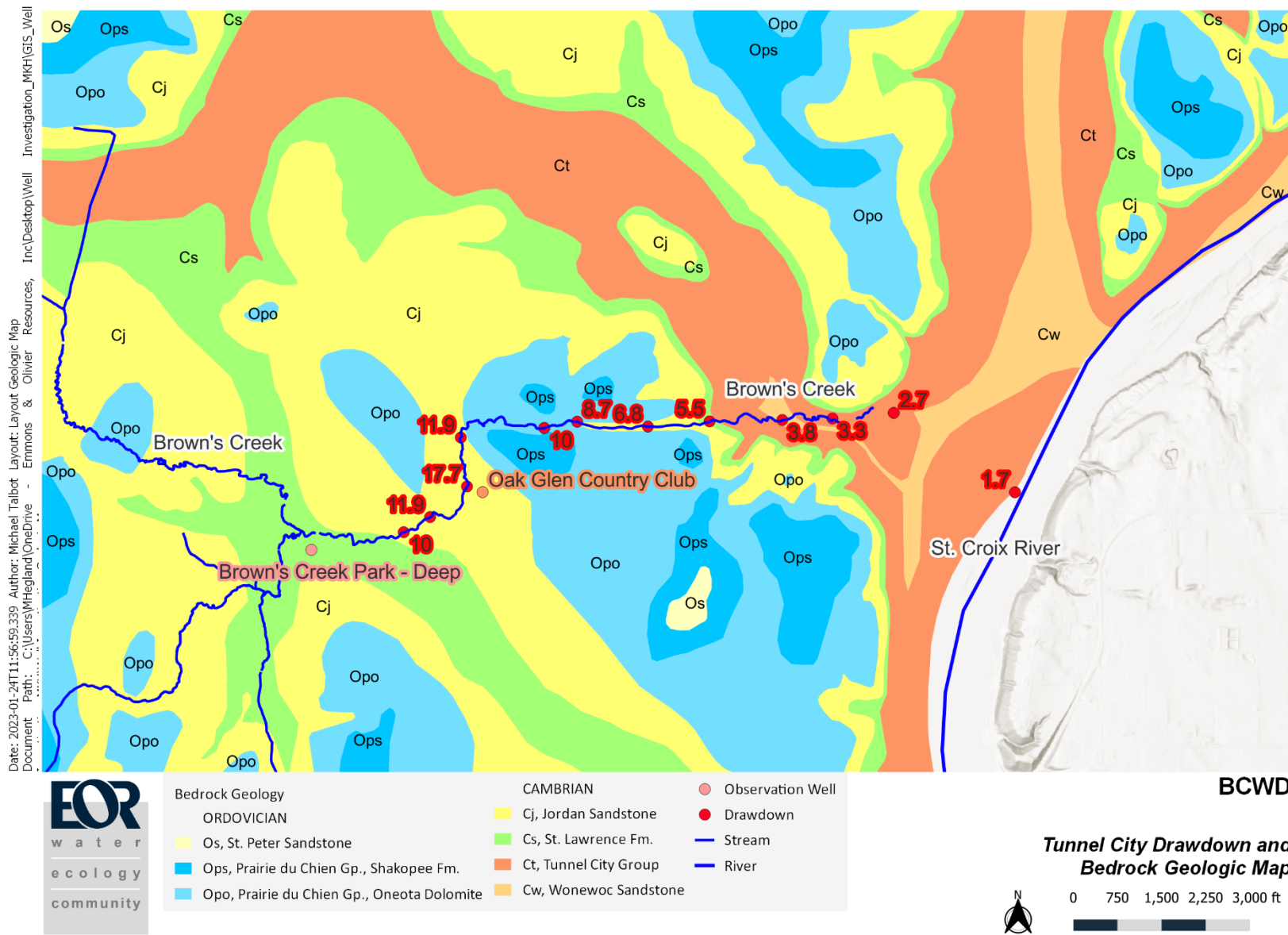


Figure 5. Predicted levels of groundwater drawdown in the Tunnel City Aquifer.

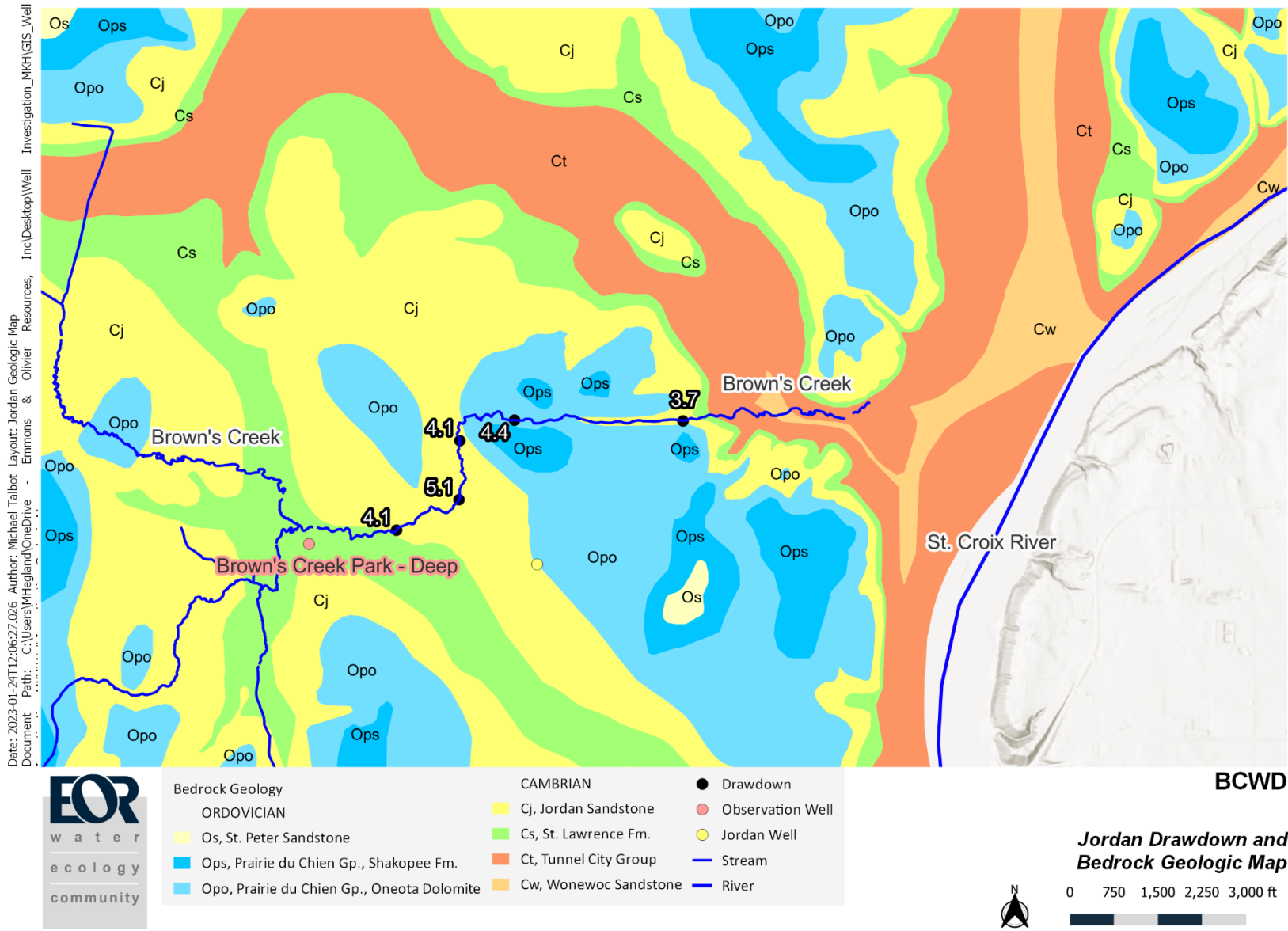


Figure 6. Predicted groundwater drawdown in the Jordan aquifer.

**APPENDIX A - STIPULATION AGREEMENT WITH GOLF COURSES**

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Other Civil

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White Bear Lake Restoration Association,  
*ex rel.* State of Minnesota,

Case No: 62-CV-13-2414  
Hon. Margaret M. Marrinan

Plaintiff,

and

White Bear Lake Homeowners' Association,  
Inc., *ex rel.* State of Minnesota,

**STIPULATION**

Intervenor/Plaintiff,

v.

Minnesota Department of Natural Resources  
and Thomas J. Landwehr, in his capacity as  
Commissioner of the Minnesota Department  
of Natural Resources,

Defendants,

and

Town of White Bear Lake,

Intervenor/Defendant.

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By Order of the Court dated May 11, 2022, the Court granted the parties' request that three business entities that requested a contested case hearing on the Court's DNR water appropriation permit amendments: OAH Nos. 8-2002-35471 (H.B. Fuller), 35559 (Whirlpool), and 35560 (Saputo Dairy) be allowed to enter into settlements with the DNR and not be subject to the Court's Order, which primarily affected municipal permit holders.

The parties now stipulate and agree that the Golf Courses that have also filed for a contest-case hearing: OAH Nos. 8-2002-35473 (White Bear Yacht Club), 8-2002-35470 (Dellwood Country Club), and 8-2002-35472 (Indian Hills Golf Course) not be subject to the Court's Order

and allow them to work directly with the DNR on settlements with them through their own appropriation permits where the permit amendments are, on their face, not relevant to the non-municipal permit holders and neither the non-municipal permit holder(s) nor the plaintiff-intervenors unreasonably object. The parties further agree that only one of two Indian Hills Golf Course permits, namely No. 1987-6206 for golf course irrigation, is subject to this Stipulation.

The Golf Course permit holders are not residential users of water. They are businesses that serve customers, employ hundreds, and contribute to the vitality of the community through the provisioning of recreation and maintaining hundreds of acres of scenery and habitat for wildlife. That said, the permit holders recognize that when the protected elevation is reached on White Bear Lake, certain responses to that situation are appropriate.

Therefore, the Golf Course permit holders stipulate that, as for their part in supporting the conservation of the White Bear Lake protected elevation, they will affirmatively commit to, and memorialize the same in their own DNR Appropriation Permits, the following:

- 1) Continuing the efficiency measures they have already implemented:
  - a. Precision Scheduling of irrigation based on:
    1. Monitoring Current and Future Weather using:
      - (a) Evapotranspiration Rates
      - (b) Transpiration Rates
      - (c) Humidity
      - (d) Dewpoint
      - (e) Temperature
      - (f) Wind
    2. Application of Time Domain Reflectometry (TDR)

3. Monitor Volumetric Moisture Content (VMC)
  4. Underground VWC sensors to monitor water levels constantly
  5. Utilization of computer based programming for:
    - (a) Irrigation Head Run Times % + or -
    - (b) Single head control to allow for precision watering
    - (c) Utilizing rain sensors to monitor precipitation to automatically turn off irrigation when the threshold is reached
  6. Deploy teams of hand-waterers with hoses to supplement irrigation cycles from the system, specializing in high-value turf and localized dry spots
- b. Other best practices being utilized:
1. Fertilization rates to assist with plant stress
    - (a) Lower nitrogen rates to avoid succulent growth that increases transpiration rates
    - (b) Promotion of potassium to increase drought stress to reduce transpiration via osmoregulation
  2. Soil cultivation including aeration to promote root depth
  3. Increase mowing heights to allow deeper rooting and less stress
  4. Low input cultivars selected for new and upcoming projects
  5. Irrigation System
    - (a) Annual Irrigation Audits to ensure efficient function:
      - i. Adjusting irrigation heads to ensure proper function and efficiency
      - ii. Choosing correct nozzles to avoid over distribution.
      - iii. Drip irrigation installed to increase efficiency in watering landscaped areas
  6. Employ the use of wetting agents on high-value turf (greens, tees, fairways) at a certain elevation.

- 2) Adopt these water conservation practices tied to levels of White Bear Lake:
- a. Agree to only apply water to Greens, Tees, Fairways and Driving Ranges when the protected elevation (923.5') is compromised and cease watering any other areas when Court-Ordered conservation measures apply.<sup>1</sup>
  - b. When the elevation reaches 923,' agree to only apply (via irrigation systems) water to Greens, Tees, and Fairways at night (unless impractical) when it is most effective and not subject to evaporation due to the daytime sun/heat as well as applying advanced chemical wetting agents.
  - c. If 923' is reached only apply water to Greens Tees and Fairways and system audits are stepped up to bi-monthly readings for maximum efficiency.
  - d. If 922.5' is reached, agree to maintain no more than 22%<sup>2</sup> soil moisture at 3”.
  - e. If 922' is reached, agree to maintain no more than 21% soil moisture at 3” and raise height-of-cut on fairways 10%.
  - f. If 921' is reached, agree to maintain no more than 20% soil moisture at 3”<sup>3</sup> and raise height-of-cut on fairways 15% and 10% on tees.
  - g. Work with the DNR and Watershed District(s) to further identify cost-effective ways to improve efficiencies with practices, equipment and products, particularly with respect to gray-water capture and reclamation and

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<sup>1</sup> The elimination of watering rough and other areas may decrease use by 20-25% (roughly 4-5 million gallons per year, depending on the course).

<sup>2</sup> The ideal soil moisture for courses during season for ideal conditions is 30-35%.

<sup>3</sup> Industry standards and basic plant biology agree that soil moisture less than this creates an unsustainable condition for the plants: the plants (grasses) die at less than this percentage.



hybrid turf options that are less water-intensive and partner with conservation agencies to leverage grants and other incentives.

The parties further stipulate that any such settlements would be presented to Administrative Law Judge Lipman, along with an explanation, and assuming they are accepted, the DNR would provide notice to this Court of such settlements as part of the DNR's regular reporting to the Court.

Dated: October 11, 2023

**Dellwood Country Club  
Indian Hills Golf Course  
White Bear Yacht Club**

*/s/ H. Alan Kantrud*

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**White Bear Lake Homeowners'  
Association, Inc.**

*/s/ Byron E. Starns*

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**White Bear Lake Restoration Association**

*/s/ Richard B. Allyn*

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<b>Project Name</b>	THPP Infiltration Monitoring	<b>Date</b>	1/31/24
<b>To / Contact info</b>	BCWD Board of Managers		
<b>Cc / Contact info</b>	Karen Kill, Administrator		
<b>From / Contact info</b>	Mike Majeski, Conservation Biologist		
<b>Regarding</b>	THPP Monitoring for 2024		

The following scope of services outlines the tasks to conduct routine infiltration monitoring at the Trout Habitat Preservation Project (THPP) during the 2024 monitoring season per recommendations outlined in the 2023 budget recommendations memo.

**Background**

The THPP was constructed in the winter of 1999 to alleviate high water conditions in the Goggins/School Section lakes system while protecting cold water resources within Brown’s Creek. A series of wetlands and infiltration basins were constructed and enhanced to store and infiltrate water, thereby reducing the amount of water discharged to the headwaters of Brown’s Creek. The THPP system also captures and infiltrates water from the surrounding 723-acre subwatershed during years when the Goggins/ School Section lakes system is not outletting. The water levels in Goggins Lake have fluctuated drastically over the last two decades, with record high water levels in 1998 (elevation 972.69 feet) followed by record low water levels in 2010 (elevation 960.35 feet). Water levels at Goggins Lake in the fall of 2023 were near elevation 965.0 feet which is approximately 5.0 feet below the lake outlet elevation and 1.5 feet below the Ordinary High Water Level (OHWL).

When Goggin’s Lake is below the outlet elevation, the BCWD Board recommends infiltration monitoring at THPP should occur once every three years to monitor system performance. It has been three years since infiltration monitoring was conducted at THPP (2021); therefore, it is recommended that infiltration rates be monitored at the Basin 1-3 complex to compare data with previous analyses. Results from the analysis will help inform if infiltration trench improvements or repairs are necessary to maintain the function of the infiltration system.

**Recommended Scope of Services for 2024**

*EOR Tasks:*

- Install two level loggers to monitor infiltration rates at the Basin 1-3 complex, install a temperature logger at the THPP outlet to record temperatures during discharge events, and prepare a memorandum summarizing the data. The anticipated cost for equipment installation, infiltration monitoring, data analysis, equipment removal/storage/maintenance, and reporting for 2024 is estimated at \$6,490. Note, if snowmelt or rainwater runoff does not inundate the THPP facility in 2024, this task will not be conducted.

**Requested Actions**

1. Approve a budget of \$6,490 from account number 903-0001 to conduct infiltration monitoring at the Basin 1-3 complex as described above if basin inundation occurs in 2024.



# LOWER ST. CROIX WATERSHED PARTNERSHIP

**TO:** Lower St. Croix Watershed Partnership Policy Committee

**FROM:** Lower St. Croix Watershed Partnership Steering Committee

**DATE:** January 18, 2024

**RE:** FY22-23 Watershed Based Implementation Funds Supplemental Funds Request

On October 3, 2023, we were notified that \$7,750,000 in additional FY22-23 Watershed Based Implementation Funds were available for local partners to request for continued implementation of their Comprehensive Watershed Management Plan. All partnerships with a current WBIF grant were encouraged to submit a request for supplemental funds if they are spending previous allocations on plan priorities in a timely way.

During the October 23 Lower St. Croix Watershed Partnership (LSC) Policy Committee meeting, the Policy Committee directed the Steering Committee to develop and submit a request to MN BWSR to utilize a portion of these supplemental grant funds.

On January 3, 2024, the Steering Committee submitted a request to BWSR for \$2,132,700 in supplemental grant funds. On January 17, BWSR notified us that our partnership is approved to receive \$167,615. If we accept these funds, they will be added to our existing FY22-23 WBIF grant to be used for plan implementation.

## **Recommend Policy Committee Action**

Recommend that the Lower St. Croix Watershed Partnership local boards approve an amendment to the FY23 Watershed Based Implementation Fund work plan to include \$167,615 in supplemental grant funds. Authorize the LSC Steering Committee to direct these supplemental funds toward Activity(s) that most effectively meet goals of the Lower St. Croix Comprehensive Watershed Management Plan.

### **BCWD Issue:**

The above recommendation to the Lower St. Croix Watershed Partnership policy committee was unanimously approved to be sent out to partners for approval.

### **BCWD Requested Action:**

Approve Lower St. Croix Watershed Partnership policy committee recommendation that the FY23 Watershed Based Implementation Fund work plan be amended to include \$167,615 in supplemental grant funds and authorize the LSC Steering Committee to direct these supplemental funds towards activity(s) that most effectively meet goals of the Lower St. Croix Comprehensive Watershed Management Plan.

Brown's Creek Watershed District  
2024 Approved Budget- Final Certified Levy  
2-14-2024

		Estimated 2023 Carry Forward	2024 Grants	2024 Levy	2024 Total Budget	Allocated	Available
100-2910	Designated Funds - Management Plan Projects	\$ 1,003,777			\$ 1,003,777		\$ 1,003,777
					\$ -		\$ -
<b>Revenue</b>					\$ -		\$ -
100-3700	Interest Income				\$ -		\$ -
100-3601	Metropolitan Council Outlet Monitoring Grant		\$ 5,000		\$ 5,000		\$ 5,000
100-3630	Washington County Cost-share Applewood Reuse	\$ 66,800			\$ 66,800		\$ 66,800
100-3631	MPCA Small Watershed Grant 2023-2026	\$ 320,706			\$ 320,706		\$ 320,706
100-3100	Tax Levy			\$ 1,180,803	\$ 1,180,803		\$ 1,180,803
<b>TOTAL, ESTIMATED Sources of Funding</b>		<b>\$ 1,391,283</b>	<b>\$ 5,000</b>	<b>\$ 1,180,803</b>	<b>\$ 2,577,086</b>		<b>\$ 2,577,086</b>

ACCT. #	General Expenses	Estimated 2023 Carry Forward	2023 Grants	2023 Levy	2023 Total Budget	Allocated	Available
200-4000	Manager Per Diem and Expense			\$ 10,000	\$ 10,000		\$ 10,000
200-4220	Secretarial Services	\$ 4,000		\$ (4,000)	\$ -		\$ -
200-4250	Dues & Subscriptions (MAWD 6500 and LMCIT 2500)			\$ 9,000	\$ 9,000		\$ 9,000
200-4270	Bonding & Insurance			\$ 6,000	\$ 6,000		\$ 6,000
200-4280	Postage & Delivery			\$ 1,000	\$ 1,000		\$ 1,000
200-4290	Printing & Notices			\$ 1,000	\$ 1,000		\$ 1,000
200-4330	Accounting			\$ 4,560	\$ 4,560		\$ 4,560
200-4331	Audit			\$ 10,300	\$ 10,300		\$ 10,300
200-4949	Misc., Other Expense			\$ 2,000	\$ 2,000		\$ 2,000
200-4320	Wash. Conservation District--Admin			\$ 58,670	\$ 58,670		\$ 58,670
200-4265	Admin Conference Registrations			\$ 2,000	\$ 2,000		\$ 2,000
200-4410	Legal Fees - General			\$ 25,800	\$ 25,800		\$ 25,800
200-4500	Staff Engineer			\$ 28,445	\$ 28,445		\$ 28,445
	Diversity, Equity and Inclusion Training			\$ 5,000	\$ 5,000		\$ 5,000
	Contingency Reserve	\$ 50,000		\$ -	\$ 50,000		\$ 50,000
<b>TOTAL GENERAL FUND EXPENSES:</b>		<b>\$ 54,000</b>	<b>\$ -</b>	<b>\$ 159,775</b>	<b>\$ 213,775</b>		<b>\$ 213,775</b>

ACCT. #	MANAGEMENT PLAN EXPENSES	Estimated 2023 Carry Forward	2023 Grants	2023 Levy	2023 Total Budget	Allocated	Available
300-4320	Wash. Conservation District--Administrator			\$ 176,005	\$ 176,005		\$ 176,005
300-4410	Legal Fees - Mgmt Plan			\$ 60,000	\$ 60,000		\$ 60,000
300-4501	Staff Engineer			\$ 90,474	\$ 90,474		\$ 90,474
300-4702	Permitting, Legal Review			\$ 15,000	\$ 15,000		\$ 15,000
300-4703	Permitting, Engineering Review			\$ 55,000	\$ 55,000		\$ 55,000
300-4704	Permitting, Inspection Database			\$ 1,000	\$ 1,000		\$ 1,000
300-4710-1	Baseline Monitoring		\$ 5,000	\$ 136,420	\$ 141,420		\$ 141,420
300-4640	Equip. Maint. and Upgrades	\$ 15,000		\$ 10,000	\$ 25,000	\$ 1,100	\$ 23,900
300-4810	Shared Educator Position			\$ 20,500	\$ 20,500		\$ 20,500
300-4950	Management Plan Implementation -future projects			\$ -	\$ -		\$ -
903-0001	Trout Habitat Preservation Project: Monitoring,			\$ 6,500	\$ 6,500		\$ 6,500
909-0000	Rules Review/Evaluation	\$ 27,000		\$ 3,000	\$ 30,000		\$ 30,000
909-0001	Groundwater Dep Nat Resource Inventory update	\$ 10,000		\$ (10,000)	\$ -		\$ -
909-0002	Permitting Program Internal Procedure updates	\$ 25,000		\$ -	\$ 25,000		\$ 25,000
910-0000	Education & Outreach			\$ 15,000	\$ 15,000	\$ 5,004	\$ 9,996
911-0000	Volunteer Stream Monitoring			\$ 4,045	\$ 4,045		\$ 4,045
912-0000	Grant Preparation			\$ -	\$ -		\$ -
914-0000	Homeowner BMP Program			\$ 50,000	\$ 50,000		\$ 50,000
922-0000	Plan Reviews - LGU/LWMP			\$ -	\$ -		\$ -
923-0000	H & H Model Maintenance	\$ 10,250		\$ 141,030	\$ 151,280		\$ 151,280
923-0002	Flood Risk Assessment	\$ 89,316		\$ (73,566)	\$ 15,750		\$ 15,750
927-0000	Management Plan Update	\$ 127,000		\$ 90,000	\$ 217,000		\$ 217,000
929-0000	Long Lake Plan Implementation-shoreline management	\$ -		\$ -	\$ -		\$ -
929-0010	Long Lake -Implementation - regional treatment	\$ 75,000		\$ (75,000)	\$ -		\$ -
929-0011	Long Lake - 62nd Street Pond Retrofit Feasibility	\$ 15,000		\$ -	\$ 15,000		\$ 15,000
929-0012	Long Lake - Marketplace Reuse Feasibility	\$ 164,900		\$ 60,220	\$ 225,120		\$ 225,120
931-0001	Benz Lake Management Plan Implementator	\$ 15,500		\$ (15,500)	\$ -		\$ -
932-0004	Iron Enhanced Sand Filter/Performance Monitoring			\$ -	\$ -		\$ -
935-0000	Land Conservation Program	\$ 100,000		\$ 50,000	\$ 150,000		\$ 150,000
935-0002	110th Street Property Implementation	\$ 48,457		\$ 25,000	\$ 73,457		\$ 73,457
935-0003	Develop Land Conservation Priorities	\$ 20,000		\$ -	\$ 20,000		\$ 20,000
940-0000	BMP Program - LGU/Community Demonstration Projects	\$ 10,000		\$ -	\$ 10,000		\$ 10,000
940-0001	Flood Prevention Grant Program	\$ -		\$ -	\$ -		\$ -
942-0004	Measuring Trends in GW Elevations & Flow	\$ 4,000		\$ -	\$ 4,000		\$ 4,000
942-0007	Groundwater - Browns Creek piezometers	\$ 8,960		\$ -	\$ 8,960		\$ 8,960
942-0011	Groundwater - Coordination with users			\$ 24,000	\$ 24,000		\$ 24,000
942-0012	Groundwater - Install Monitoring Wells	\$ 58,000		\$ (58,000)	\$ -		\$ -
942-0013	Groundwater - Pump Test	\$ 15,000		\$ (15,000)	\$ -		\$ -
947-0011	Countryside Auto BMP-performance monitoring			\$ -	\$ -		\$ -
947-0016	Brown's Creek - BC Trails Park Parking Lot Perfm Mon			\$ -	\$ -		\$ -
947-0017	Brown's Creek Implementation - Ecoli site visits/cost-share	\$ 10,000		\$ -	\$ 10,000		\$ 10,000
947-0018	Brown's Creek - Biological Survey (Macroinvert & Fish	\$ 4,000		\$ -	\$ 4,000		\$ 4,000
947-0022	Brown's Creek - Buffer and Stream Restoration	\$ 330,000		\$ 133,000	\$ 463,000		\$ 463,000
947-0023	Brown's Creek - Golf Course Reuse - Oak Glen	\$ -		\$ -	\$ -		\$ -
947-0025	Brown's Creek - Golf Course Reuse - SCC			\$ -	\$ -		\$ -
947-0026	Brown's Creek - Brown's Creek Cove Reach			\$ 20,000	\$ 20,000		\$ 20,000
948-0000	CIP Maintenance	\$ 30,900		\$ 135,000	\$ 165,900		\$ 165,900
950-0001	South School Curly Leaf Treatment	\$ 1,000		\$ (1,000)	\$ -		\$ -
950-0002	Lynch Lake Fish/Veg Management	\$ -		\$ -	\$ -		\$ -
951-0001	Woodpile Lake Management Plan Implementator	\$ 10,000		\$ (10,000)	\$ -		\$ -
953-0000	Fen Management Plan Implementator	\$ -		\$ -	\$ -		\$ -
956-0000	Bass East & West Management Plan	\$ -		\$ -	\$ -		\$ -
957-0000	Weather Station	\$ -		\$ 3,700	\$ 3,700		\$ 3,700
959-0001	Resource Assessment - upstream 110th/Drone flight	\$ -		\$ 4,700	\$ 4,700		\$ 4,700
959-0002	Resource Assessment - Diversion Tribs - Head cut Repair:	\$ 60,000		\$ (60,000)	\$ -		\$ -
959-0003	Resource Assessment - Brown's Creek Gorge Bluff	\$ -		\$ -	\$ -		\$ -
960-0000	St Croix Phosphorus Reduction	\$ 10,000		\$ -	\$ 10,000		\$ 10,000
961-0000	Mendel Wetland Restoration Feasibility	\$ 20,000		\$ 15,000	\$ 35,000		\$ 35,000
962-0000	District-Wide Pond Management Planning/Implementation	\$ 10,500		\$ 4,500	\$ 15,000		\$ 15,000
963-0000	District-Wide Vegetation Surveys	\$ 10,000		\$ (10,000)	\$ -		\$ -
964-0000	District-Wide Chloride Source Assessment	\$ 2,500		\$ -	\$ 2,500		\$ 2,500
<b>TOTAL MANAGEMENT PLAN PROJECT EXPENSES:</b>		<b>\$ 1,337,283</b>	<b>\$ 5,000</b>	<b>\$ 1,021,028</b>	<b>\$ 2,363,311</b>		<b>\$ 2,357,207</b>
<b>TOTAL, OPERATING EXP. &amp; MGMT. PLAN PROJECTS:</b>		<b>\$ 1,391,283</b>	<b>\$ 5,000</b>	<b>\$ 1,180,803</b>	<b>\$ 2,577,086</b>		<b>\$ 2,570,982</b>

**BROWN'S CREEK WATERSHED DISTRICT**

2/12/2024

CURRENT ITEMS PAYABLE-PAGE 1 of 2

	YES	NO	ABSTAIN	ABSENT
<b>ECKLES</b>	_____	_____	_____	_____
<b>JOHNSON</b>	_____	_____	_____	_____
<b>LEROUX</b>	_____	_____	_____	_____
<b>WIRTH</b>	_____	_____	_____	_____
<b>SAHULKA</b>	_____	_____	_____	_____

**VENDOR**

Emmons & Olivier Resources, Inc.

Invoices January 2024

Inv. 41-0000-218 Retainer	300-4500	\$ 7,078.50		
Inv. 41-0000-218 Retainer	200-4500	\$ 2,359.50		
Inv. 41-0001-221 General Permitting	300-4703	\$ 4,731.75		
Inv. 41-0276-77 Permits 2016				
Permitting #16-03 Heifort Hills - review as-builts	300-4703	\$ 168.75		
Inv. 41-0307-83 Permits 2017				
Permitting #17-01 Grant Holdings Subd	300-4703	\$ 36.40		
Inv. 41-0402-24 Permits 2022				
Permitting #22-11 WOS Lot 106	300-4703	\$ 19.65		
Permitting #22-24 WOS Lot 109	300-4703	\$ 36.40		
Permitting #22-24 WOS Lot 113	300-4703	\$ 36.40		
Inv. 41-0420-13 Permits 2023				
Permitting #23-02 WOS Lot 114	300-4703	\$ 2,214.40		
Permitting #23-07 WOS Lot 118	300-4703	\$ 36.40		
Permitting #23-11 WOS Lot 122	300-4703	\$ 398.15		
Permitting #23-15 WOS Lot 102	300-4703	\$ 36.40		
Permitting #23-18 WOS Lot 124	300-4703	\$ 36.40		
Permitting #23-19 Liberty Classical Academy Expansion	300-4703	\$ 3,576.00		
Inv. 41-0438-01 Permits 2024				
Permitting #24-01 Take 5 Oil Change	300-4703	\$ 497.25		
Permitting #24-02 Schuster Residence	300-4703	\$ 854.25		
Permitting #24-04 Wash Co CSAH 5	300-4703	\$ 291.25		
Inv. 41-0205-76 CIP Operation and Maintenance	948-4500	\$ 654.75		
Inv. 41-0400-15 District-wide Pond Management	962-0000	\$ 5,296.50		
Inv. 41-0418-14 Brown's Ck Pk Restoration	947-0022	\$ 14,909.87		
Inv. 41-0421-13 IESF OM 2023	948-4500	\$ 2,042.23		
Inv. 41-0424-7 BCWD 2023 Weather Station	957-4500	\$ 49.50		
Inv. 41-0430-5 Benz/School Section Outreach	962-0000	\$ 774.77		
Inv. 41-0432-5 Enhanced Stakeholder Engagement	927-0000	\$ 488.00		
Inv. 41-0433-4 2024 H&H Model Update	923-0000	\$ 5,192.25		
Inv. 41-0434-2 Mendel Wetland Landowner Engagement	961-0000	\$ 1,316.25		
Inv. 41-0437-2 2024 OGGC Reuse Maintenance and Monitoring	948-0000	\$ 1,039.50		
Inv. 41-0439-1 Brown's Ck Pk Restoration - construction signage	947-0022	\$ 1,479.75	\$ 55,651.22	

Xcel Energy

Inv. 862278671- Iron Enhanced Sand Filter pump operation

948-4500	\$ 22.29	\$ 20.30		
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MN DNR Ecological and Water Resources

Permit #2020-3018 Code 355 Oak Glen Reuse Water Use

948-0000	\$ 140.23	\$ 140.23		
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Washington Conservation District	Inv. 6349 December 2023- Water Monitoring				
	Baseline Water Monitoring- labor	300-4710	\$	10,133.33	
	Baseline Water Monitoring- equipment	300-4640	\$	544.89	
	Metropolitan Council- Lab	300-4710	\$	2,333.00	
	Inv. 6360 December 2023- BMP Program	914-0000	\$	233.00	
	Inv. 6368 Volunteer Stream Monitoring	911-0000	\$	825.36	
	Inv. 6396 4th Quarter 2023 Educator - EMWREP	300-4810	\$	5,120.33	
	Inv. 6413 Administration Q4 2023				
	Administration (1/4)	200-4320	\$	14,103.13	
	Administration (3/4)	300-4320	\$	42,309.38	
	Adminstrator/Staff Training Expenses	200-4265	\$	2,549.49	
	Brown's Ck Pk Restoration - MN DNR Natural Heritage Review	947-0022	\$	140.00	
	Miscellaneous Expenses	200-4949	\$	683.07	
	Website	910-0000	\$	1,044.61	
	Education Expenses - Events	910-0000	\$	1,159.28	\$ 81,178.86
Smith Partners	January 2024 Invoices				
	Inv. 44621 Retainer - Meetings, Preparation	200-4410	\$	2,072.83	
	Inv. 44622 General Legal Services	300-4410	\$	215.20	
	Inv. 44623 Planning	300-4410	\$	1,749.85	
	Inv. 44624 Contracts - H&H model for permit	300-4703	\$	134.50	
	Inv. 44625 Budget/Levy/Audit - Annual Business Mtg	300-4410	\$	26.90	
	Inv. 44626 Permits	300-4703	\$	1,615.44	
	Inv. 44627 Brown's Creek Restoration - agreements	300-4410	\$	4,673.70	\$ 10,488.42
ECM Publishers Inc	Inv. 976456 EAW Public Hearing Notice	200-4290	\$	170.00	\$ 170.00
Press Publications	Inv. 793216 EAW Public Hearing Notice	200-4290	\$	312.48	\$ 312.48
Manager Wirth	2023 MN Watersheds Annual Conference Expense Reimbursement	200-4000	\$	933.12	\$ 933.12
Dave McCord	Inv. 4160 December 2023 Accounting Services	200-4330	\$	380.00	\$ 380.00
<b>Total Amount Disbursed</b>					<b>\$ 149,274.63</b>

**BROWN'S CREEK WATERSHED DISTRICT**

2/12/2024

MONTHLY ITEMS DEPOSITED - Page 1 of 1

<b>VENDOR</b>	<b>INVOICE/DESCRIPTION</b>	<b>ACCOUNT #</b>	<b>CK NO</b>	<b>DEPOSIT DATE</b>	<b>TOTAL</b>
Derrick Custom Homes	#24-02 Permit Deposit	300-4703	45730	1/17/2024	\$ 1,000.00
Urban Ecosystems, LLC	#24-03 Permit Deposit	300-4703	9/25/1904	1/31/2024	\$ 1,250.00
Washington County	Tax Settlement- 2023 Statement Final	100-3100	Direct Deposit	1/25/2024	\$ 5,384.49
League of MN Cities	2023 Dividend	200-4250	190452	1/31/2023	\$ 251.00
4M Fund	Dividend	100-3700	Direct Deposit	1/31/2024	\$ 3,129.45
<b>TOTAL AMOUNT DEPOSITED:</b>					<b>\$ 11,014.94</b>



<b>Brown's Creek Watershed District</b>				
<b>Treasurer's Report</b>				
2/14/24				
US Bank Accounts				
	Checking 9903	\$	-	618,986.02
	4M Fund	\$	-	729,228.58
Total Bank Balance				
		\$	-	1,348,214.60
Less Accounts Payable				
		\$	-	149,274.63
Plus Unrecorded Deposits since				
		\$	-	0
Total Balance				
		\$	-	1,198,939.97



# Master Services Agreement

Customer Tax Identification Number:

I, , HEREBY CERTIFY that I am  of  ("Customer"),  
an entity organized under the laws of the State of

I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

## **DEPOSIT ACCOUNTS:**

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.
2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.
3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.
4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

## **TREASURY MANAGEMENT SERVICES:**

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.
6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.



# Master Services Agreement

## **MONEY CENTER AND SAFEKEEPING SERVICES:**

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

## **FOREIGN EXCHANGE:**

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

## **FOREIGN CURRENCY ACCOUNTS:**

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

## **OTHER SERVICES:**

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

## **GENERAL:**

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.
12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.
13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

# Master Services Agreement

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

Customer agrees that document electronic signatures or signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, federal or state rules of evidence, and similar statutes and regulations

The MSA shall be effective as of the last date of the undersigned Contract Signers:

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Print title: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Print title: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Print title: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Print title: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Print title: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Print title: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Print title: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Print title: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date: \_\_\_\_\_

For Internal Use Only:			
Review _____	Validation Method _____	TL Review _____	Imaged _____



# Appendix A: Account Signers

## Customer information

Customer name: \_\_\_\_\_ Tax ID number: \_\_\_\_\_

## Account information

Account name	Account number	Tax ID number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## Authorized account signers

Name	Title	Email address	Specimen signature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Contract Signer listed below represents and warrants to the Bank that: (i) the signatures listed above are the true and authentic signatures of the Authorized Account Signer(s); (ii) that each Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and (iii) he/she is authorized to complete this Appendix A for each Customer listed above. Customer is responsible for the validity and authenticity of email addresses provided above.

Signature: \_\_\_\_\_ Email address: \_\_\_\_\_  
 Print name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print title: \_\_\_\_\_

**For Internal Use Only:**  
 Authorized signers are related to the Master Services Agreement dated: \_\_\_\_\_  
 Review \_\_\_\_\_ Validation method \_\_\_\_\_ TL review \_\_\_\_\_ Imaged \_\_\_\_\_





**Project Name** | Brown's Creek Restoration project

**Date** | February 8, 2024

**To / Contact info** | BCWD Board of Managers

**Cc / Contact info** | Karen Kill, Administrator / BCWD

**Cc / Contact info** | Mike Majeski; Dan Mossing, PE / EOR

**From / Contact info** | Paul Nation, PE / EOR

**Regarding** | Regulatory Review Memo

The following review of the above mentioned project located within the legal jurisdiction of the Brown's Creek Watershed District (BCWD) was conducted to determine compliance with the BCWD rules for purposes of review of the proposed project being conducted by BCWD.

**Applicant:** Brown's Creek Watershed District

**Review based on BCWD Rules effective April 1, 2020**

**Recommendation: Proposed project plans are consistent with BCWD rule requirements**

## GENERAL COMMENTS

Brown's Creek Watershed District plans a creek- and floodplain-restoration project along 2,000 feet of Brown's Creek in Stillwater. BCWD will undertake the project on four separate adjacent parcels along Neal Avenue North just south of McKusick Road North under land-use agreements with the owners: City of Stillwater, the State of Minnesota (2) and Barb & Beltram Van Tassel, each of whom will continue to own the underlying property. The only development under existing conditions on any of the parcels is the Brown's Creek State Trail, which will not be altered by the work.

**Existing Conditions:** The stretch of Brown's Creek from McKusick Road to the Brown's Creek State Trail has been degraded by bank erosion, channel incision, (stream bed downcutting), and invasive species. Channel incision has led to floodplain abandonment and subsequent accelerated bank erosion and channel widening. The erosion is exacerbated during storm events when high flows are concentrated in the incised channel. Overbank flows onto the floodplain seldom occur except during extreme storm events. Channel incision has also lowered floodplain hydrology, which has led to the establishment of herbaceous and woody invasive species in the floodplain.

**Proposed Conditions:** BCWD proposes to install rock riffles to prevent further channel incision and to restore the channel connection to the floodplain. The rock riffles are proposed to be installed at designed elevations that will restore floodplain connectivity of the creek by increasing the elevation of the channel bed at strategic locations. A secondary benefit of increasing the water elevation of the creek will be restoring hydrology in the adjacent floodplain wetlands. Visual indicators of decreasing wetland hydrology include the recent invasion of box elder and buckthorn in the adjacent wetlands that were previously dominated by grasses and sedges. As part of this project, tree harvest of box elder and all woody invasive species is proposed along the creek to open the canopy and restore the fresh wet meadow and sedge meadow wetland communities. The project will also include channel remeandering, bank stabilization, reconnection of cutoff oxbows, and installation of woody cover for fish and macroinvertebrate habitat. An Americans With Disability Act-compliant spur trail may be

constructed as part of the project and so is included in the analysis below. This trail will connect the Brown's Creek State Trail to Brown's Creek and replace an existing foot path that is currently eroding and causing sediment deposition into the creek.

**Recommendation:** The BCWD engineer confirms that the proposed project conforms to applicable BCWD rule requirements.





Figure 1: Site Plan

## **Rule 2.0—STORMWATER MANAGEMENT**

Under 2.2(b) of the rule, the proposed project does not trigger the application of Rule 2.0 Stormwater Management. The proposed project will create roughly 900 square feet of impervious surface, which, aggregated with existing impervious located on the site, is less than the 6,000 square foot threshold for sites draining to groundwater-dependent resources.

- Rule Not Applicable to Permit.

## **Rule 3.0—EROSION CONTROL**

According to BCWD Rule 3.2, all persons undertaking any grading, filling, or other land-altering activities which involve movement of more than fifty (50) cubic yards of earth or removal of vegetative cover on five thousand (5,000) square feet or more of land must submit an erosion control plan to the District, and secure a permit from the District approving the erosion control plan. The proposed project triggers the application of Rule 3.0 Erosion Control because it involves 4,788 CY of excavation and 9.6 acres of vegetation disturbance (harvest of woody invasive species and trees).

- Rule Requirements Met

*The erosion and sediment control plan includes:*

- *Rock construction entrances*
- *Floating silt curtain*
- *Stream stabilization measures*
- *Double row of straw wattles around soil disposal area*
- *Restoration of disturbed areas with native seed mixes and weed-free straw mulch*
- *As-built record drawings will be completed prior to project close-out showing that the completed grading conforms to the grading plan.*

## **Rule 4.0—LAKE, STREAM, AND WETLAND BUFFER REQUIREMENTS**

According to BCWD Rule 4.2.1, Rule 4.0 applies to land that is (a) adjacent to Brown's Creek; a tributary of Brown's Creek designated as a public water pursuant to Minnesota Statutes section 103G.005, subdivision 15; a lake, as defined in these rules; a wetland one acre or larger; or a groundwater-dependent natural resource; and (b) that has been either (i) subdivided or (ii) subject to a new primary use for which a necessary rezoning, conditional use permit, special-use permit or variance has been approved on or after April 9, 2007, (for wetlands and groundwater-dependent natural resources other than public waters) or January 1, 2000 (for other waters).

- Rule Not Applicable. *The project is not located on property that has been subdivided or subject to a new primary use for which a necessary rezoning, conditional use permit, special-use permit or variance has been approved on or after April 9, 2007, (for wetlands and groundwater-dependent natural resources other than public waters) or January 1, 2000 (for other waters). Therefore, Rule 4.0 does not apply.*

*While Rule 4.0 does not apply, there is proposed tree clearing adjacent to Brown's Creek that would be regulated under this rule if it were triggered. The tree removal (primarily boxelder) will improve the creek buffer by allowing native vegetation to recolonize the floodplain that was shaded out by a dense canopy of invasive species and boxelder. Therefore, the BCWD engineer has determined tree removal is*

*acceptable as it will enhance the function of the buffer for erosion control, stormwater filtration, and pollinator habitat.*

*A paved ADA trail spur is proposed on the Brown's Creek State Trail embankment near the downstream end of the project. While creating impervious surface within a buffer is not allowed, the location of the trail spur will occur along an existing footpath that leads to the creek. This footpath has caused localized gully erosion and sediment discharge to the creek. As such, formalizing a paved trail will prevent further soil erosion and resource degradation.*

### **Rule 5.0—SHORELINE AND STREAMBANK ALTERATIONS**

According to BCWD Rule 5.2, no person may disturb the natural shoreline or streambank partially or wholly below the ordinary high water mark of a waterbody, without first securing a permit from the District. A permit will be issued only on a demonstration that erosion is occurring or likely to occur. This rule is applicable because the proposed rock riffles and stabilization measures will be placed below the ordinary high water level (top of bank) of the creek.

#### Rule Requirements Met

According to Rule 5.3, Bioengineering techniques should be used to the extent possible.

*While bioengineering techniques are proposed extensively along the bank of the creek, the rock riffles would be considered riprap placement. Bioengineered solutions require vegetation establishment before attaining full structural stability. However, vegetation rooting within the creek bed is unlikely to occur due to the perennial flow and inundation. The rock riffles provide immediate stability once placed. Therefore, the BCWD Engineer finds use of rock riffles to be consistent with the rule criteria, as elaborated below.*

*The placement of rock riffles complies with BCWD Rule 5.4, Criteria for Riprap Placement by:*

5.4.1 Riprap material should be durable, natural stone common to the setting and of a gradation that will result in a stable shoreline embankment able to withstand ice and wave action.

*The rock riffles will be constructed of angular granite riprap which will emulate natural rock riffles and contain existing gravel derived from the creek bed to allow for fish spawning and colonization by macroinvertebrates.*

5.4.2 The finished slope must be no steeper than 3:1 (horizontal to vertical).

*The rock riffles will have a maximum slope of 4:1 on the upstream side of the riffle. The riffle will have a 20:1 slope at the peak and a 6:1 slope on the downstream side.*

5.4.3 No riprap or filter materials may be placed more than 10 feet waterward of the shoreline measured from the ordinary high water level elevation under normal conditions. The encroachment into the water is the minimum amount necessary to provide protection and does not unduly interfere with the flow of water.

*N/A – Streambank application, not shoreline application*

5.4.4 A transitional layer consisting of graded gravel, at least 6 inches deep, or an appropriate geotextile filter fabric must be placed between the soil material of the existing shoreline and the riprap to prevent erosion of the embankment and to prevent settlement.

*N/A – Streambank application, not shoreline application*

5.4.5 Riprap placement may not be attempted when underlying soils are not capable of supporting resulting loads. In these cases, a professional engineer registered in Minnesota should be consulted.

*The underlying material varies throughout the project with gravel, sand, clay, and peat. Excavation to competent material is proposed. The construction will be supervised by Dan Mossing, a professional engineer registered in Minnesota with EOR.*

5.4.6 The thickness of the riprap layers must be at least 1.25 times the maximum stone diameter, exclusive of toe boulders at least 50 percent buried.

*The maximum stone diameter is 18" and thickness of rock riffles are minimum 24". Rock material to be buried between 12"-18" into stream bed which meets the stated criteria.*

5.4.7 The riprap must conform with the natural alignment of the shoreline.

*N/A – Streambank application, not shoreline application*

5.4.8 The design must reflect the engineering properties of the underlying soils and any soil corrections or reinforcements. For a shoreline, the design must conform to engineering principles for wave energy dispersion and resistance to deformation from ice pressure and movement, considering prevailing winds and fetch. For a streambank, the design must conform to engineering principles for the hydraulic behavior of open channel flow, considering channel slope, velocity, tractive forces and upstream and downstream impacts.

*Industry standard methods of Rosgen Natural Channel Design and Mecklenburg analysis were used in the design. The rock riffle size specification has taken into account the observed hydraulic behavior of the creek. The height has been specified considering the channel slope and historic creek bed and top of bank elevations.*

5.4.9 Riprap-placement projects must contain native vegetation plantings.

*Native vegetation seeding is proposed for all disturbed areas of the project site. This includes streambank stabilization areas where the rock riffles will tie into the streambank.*

## **Rule 6.0—WATERCOURSE AND BASIN CROSSINGS**

According to Rule 6.2, no person may use the beds of any waterbody within the watershed for the placement of roads, highways and utilities without first securing a permit from the District.

Rule Not Applicable to Permit. *There are no proposed watercourse or basin crossings.*

## **Rule 7.0—FLOODPLAIN AND DRAINAGE ALTERATIONS**

According to Rule 7.2, no person may alter or fill land below the 100-year flood elevation of any waterbody, wetland, or stormwater management basin, or place fill in a landlocked basin, without first obtaining a permit from the District. No person may alter stormwater flows at a property

boundary by changing land contours, diverting or obstructing surface or channel flow, or creating a basin outlet, without first obtaining a permit from the District.

Rule Requirements Met

According to BCWD rule 7.3.1 floodplain filling must be accompanied by a replacement of flood volume between the ordinary water level and the 100-year flood elevation.

*Selective floodplain fill is included to narrow the creek channel. This fill is offset by the total volume of excavation proposed within the floodplain for a net cut of 4,788 CY.*

Under BCWD Rule 7.3.5, the District will issue a permit to alter surface flows under paragraph 7.2 only on a finding that the alteration will not have an unreasonable impact on an upstream or downstream landowner and will not adversely affect flood risk, basin or channel stability, groundwater hydrology, stream baseflow, water quality or aquatic or riparian habitat.

*A HEC-RAS model and no-rise analysis was completed and submitted to the city of Stillwater (local floodplain authority) on 1/26/2024. This analysis indicates 0.00' of rise in the 100-year flood elevation at the upstream and downstream boundaries of the project site. Therefore, there will be no impact to upstream or downstream landowners.*

**Agreement Dedicating a Land-Use License for the Brown's Creek Restoration Project**  
**Between the City of Stillwater and**  
**Brown's Creek Watershed District**

**This agreement** is made by and between the City of Stillwater, a Minnesota municipal corporation (Stillwater), and Brown's Creek Watershed District, a special purposes governmental entity of the State of Minnesota with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (BCWD), for purposes of conveyance by Stillwater to BCWD of property rights necessary for construction and maintenance of a creek-improvement project.

**Recitals**

A. Stillwater owns in fee simple the Brown's Creek Nature Preserve, 10.8 acres of certain real property in the southwest corner of McKusick Road North and Neal Avenue North in the City of Stillwater, Washington County, designated with the property identification number 19-030-20-41-0001 and legally described as:

[LEGAL DESCRIPTION (FROM THE CITY)]

(the Stillwater Property).

B. Brown's Creek Watershed District has an approved and adopted watershed management plan in fulfillment of Minnesota Statutes section 103B.231 including policies committing BCWD to the improvement of the water quality and ecological integrity of Brown's Creek and its tributaries, including maintaining a viable cold-water fishery and maintaining the hydrology and geomorphology of Brown's Creek and its tributaries required for stream equilibrium and health, and the capital improvements program in the plan includes creek-restoration projects addressing impairments of Brown's Creek for turbidity and fish-bioassessments identified in the Brown's Creek Total Maximum Daily Load Plan (2012) and the Brown's Creek Thermal Study (2016), including improvement of reaches categorized as having degraded stream channel geomorphology by addressing lack of buffer, stream width, overhanging banks, and profile and alignment;

C. At the direction of the BCWD Board of Managers to address the impairments and improve the ecological health of Brown's Creek, the BCWD staff and engineer developed a conceptual design for restoration of roughly 2,000 feet of the creek from McKusick Road just upstream of Brown's Creek Park to just downstream of the Brown's Creek State Trail in Stillwater, and the design includes:

- reconnection of cutoff meanders, pattern adjustments to increase stream sinuosity, and grade control to reconnect the floodplain adjacent to the creek;
- reconnect the floodplain and remove invasive species from the bank and upstream areas along the reach;

- bank shaping and selective tree thinning to promote herbaceous understory growth;
- restoration of fish habitat with rock riffles and pools to increase spawning opportunities and provide stable refuge for macroinvertebrates;
- establishment and maintenance of vegetation; and
- improved access to the creek from Brown’s Creek State Trail.

(Altogether, the elements listed here constitute and are referred to as “the Project” for purposes of this agreement.) The Project will also include the development and implementation of a plan for post-construction maintenance of the Project (the Maintenance Plan);

D. The Project includes work on the Stillwater Property, among others, and the Stillwater has agreed to provide rights to access and use the Stillwater Property to facilitate implementation and maintenance of the Project;

E. After presentation by staff and the engineer of the concept for and assessment of the feasibility of the Project at its July 2023 regular meeting and a duly noticed public hearing pursuant to Minnesota Statutes section 103B.251, subdivision 3, at its September 2023 regular meeting, the managers adopted BCWD Resolution 23-04, ordering the Project;

F. BCWD has secured \$320,700 in federal water-quality grant funding administered by the Minnesota Pollution Control Agency for the Project, and construction will benefit Stillwater and its citizens by stabilizing and improving the Stillwater Property, securing it against loss from erosion, and benefitting the public generally by improving the ecological health of the creek and wildlife habitat. The parties acknowledge in executing this agreement that sufficient mutual consideration is exchanged under the terms hereof, and that this agreement sets forth obligations that are duly binding on the parties.

G. Stillwater and BCWD are authorized by Minnesota Statutes section 471.59 to enter into this agreement for purposes of the Project.

### **Agreement**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this agreement, and to facilitate the Project for the benefit of the public, the parties agree as follows:

**1. Approval of design and plans.** BCWD has contracted with the BCWD engineer, Emmons & Olivier Resources Inc., for the preparation of a design and plans for the Project, attached hereto and incorporated herein as Exhibit A. By the signature of its authorized officials hereunder, Stillwater approves the plans and design in Exhibit A.

BCWD makes no warranty to Stillwater regarding the BCWD engineer's or another third party's performance in design, construction or construction management for the Project.

**2. Maintenance Plan.** The Project includes and the parties will collaborate on the development and implementation of a maintenance plan for the portions of the Project on the Stillwater Property as follows:

- a. BCWD will contract with the BCWD engineer for the development, in collaboration with Stillwater, of the Maintenance Plan, which will provide specific written procedures and protocols for maintenance and monitoring the Project. BCWD will submit the final draft Maintenance Plan for Stillwater's review and approval in accordance with paragraph 6b herein.
- b. BCWD will complete or contract for the implementation of the Maintenance Plan, once approved pursuant to paragraph 6b herein, for the duration of the License period.

**3. Property-Use License**

- a. Stillwater hereby grants and conveys to BCWD, its contractors, agents, successors and assigns, an irrevocable term license over, under, upon and across that portion of the Stillwater Property shown and labeled "Project Area" on Exhibit B, attached hereto and incorporated herein, for purposes of access to and construction on the Stillwater Property to construct the Project, and for purposes of maintaining the Project after construction (the License). The License includes the right of ingress and egress and to pass over and through the Project Area on foot and using motorized equipment for staging of construction, construction and implementation of the Project, and the right to plant, install stabilization techniques, alter existing grades and perform grading and filling within the Project Area necessary to achieve the intended purposes of the Project. The rights granted hereby include the right to lay and maintain temporary utilities across or above the surface of the Project Area for purposes of implementation, construction and maintenance of the Project.
- b. During the term of the License, Stillwater will not use or allow the use of the Project Area in any manner that would damage or interfere with the Project. Specifically, Stillwater will not undertake or allow any grading, filling or alteration of the surface of the Project Area by any party other than BCWD, its contractors, agents, successors or assigns, or the construction of any hard-surfaced areas, fences, sheds, structures or similar improvements within the Project Area, except that Stillwater may and is encouraged to undertake its own efforts, after substantial completion of the Project, to remove invasive species from the Project Area in coordination with BCWD. Stillwater may use and enjoy and may allow the public use and enjoyment of the Stillwater Property and the Project Area for all purposes, but such use and enjoyment are subject to the restrictions stated herein and the temporary right of BCWD to use the same for the purposes herein expressed. BCWD representatives, agents and



contractors may enter the Project Area at reasonable times to monitor activities on and uses of the Project Area. In acting under this paragraph, BCWD will not unreasonably interfere with Stillwater's use and operation of the Stillwater Property. BCWD may act to prevent or remedy all activities and uses of the Project Area not consistent with the terms of the License at BCWD's sole expense. BCWD, on reasonable notice to Stillwater, may temporarily restrict or preclude public access to a portion or portions of the Project Area to ensure safety while construction or maintenance activities are under way.

**4. Property Condition.** On completion of construction of the Project, BCWD will restore the Stillwater Property to materially the same condition as existed prior to the commencement of construction, except to the extent that the Stillwater Property is improved by the Project. In the event the Stillwater Property is damaged by the activities of BCWD or its contractors, agents or assigns pursuant to the exercise of any of BCWD's rights under this agreement, BCWD will promptly repair or restore the Stillwater Property to the extent reasonably practicable or to a condition agreed to by BCWD and Stillwater. BCWD will repair, seed or plant disturbed or damaged areas with vegetation suitable for Stillwater's intended uses of the Stillwater Property. Stillwater agrees and acknowledges that BCWD will not be responsible for any preexisting conditions on the Stillwater Property, environmental or otherwise, or for any damage to the Stillwater Property or liability arising out of or related to such preexisting conditions.

**5. BCWD's specific rights and duties.** In addition to its rights and responsibilities for fulfillment of the terms of this agreement as provided herein, BCWD has rights and duties as follows:

- a. BCWD will contract with the BCWD engineer for construction oversight and otherwise manage the implementation of the Project in accordance with the design and plans in Exhibit A.
- b. BCWD will obtain, at its expense, all required permits and approvals and will bear the costs and fees associated with complying with regulatory requirements applicable to the Project.
- c. BCWD will contract in accordance with state public procurement and other applicable law for the construction and implementation of the Project. In contracting for the construction of the Project, BCWD will require that:
  - i. The contractor restrict all of its activities to the Project Area of the Stillwater Property as specified in section 2 herein and Exhibit B.
  - ii. The contractor name Stillwater as an additional insured for general liability with primary and noncontributory coverage and provide a certificate showing same prior to start of construction.
  - iii. The contractor indemnify, defend and hold Stillwater harmless from any and all actions, costs, damages and liabilities of any nature arising from the contractor's negligent or otherwise wrongful act or omission, or

breach of a specific contractual duty, or a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by the contractor to BCWD.

- iv. The contractor extend any warranties applicable to the Stillwater Property to Stillwater.
  - v. The contractor assess the need for and obtain all permits and other regulatory approvals applicable to the Project on behalf of BCWD and Stillwater, except as may be obtained by BCWD.
  - d. BCWD will notify Stillwater at least 10 calendar days prior to commencement of construction of the Project, and within 10 days of substantial completion of construction. (For purposes of this agreement and the Project generally, "substantial completion" is defined as completion of all elements of the Project as described herein for the intended purposes of the Project, except establishment and maintenance of vegetation, and implementation of the Maintenance Plan, as specified and defined in section 2 herein, all of which will continue after substantial completion.)
  - e. BCWD will consult with Stillwater in advance of making any material change in the design and plans in Exhibit A.
  - f. BCWD will provide Stillwater with as-built drawings of the portion of the Project on the Stillwater Property and a draft Maintenance Plan within 60 days of substantial completion of construction.
  - g. BCWD will commence performance or contract for the performance of maintenance of the Project on approval of the draft Maintenance Plan by Stillwater, as provided in paragraph 6b herein. As between BCWD and Stillwater, BCWD will retain responsibility for establishment of vegetation and implementation of the Maintenance Plan.
  - h. Until substantial completion of the Project, if BCWD, in its judgment, should decide that the Project is infeasible, BCWD, at its option, may declare the agreement rescinded and annulled. If BCWD so declares, all obligations herein, performed or not, will be void and, if land-disturbing activities for the Project have commenced, BCWD will return the Stillwater Property materially to its prior condition or to a condition agreed to in writing by Stillwater and BCWD.
6. **Stillwater' specific rights and duties.** In addition to its rights and responsibilities for fulfillment of the terms of this agreement and the License as provided herein, Stillwater has rights and duties as follows:
- a. Stillwater will cooperate with efforts undertaken by BCWD and its contractors to obtain permits and approvals needed for the Project, and by the execution of its authorized officials below Stillwater authorizes BCWD to apply for such permits and approvals on its behalf. Stillwater, in its regulatory capacity, will

facilitate the proper and efficient processing of any permits and approvals needed for the Project.

- b. *Review and approval of the Maintenance Plan.* In accordance with paragraph 5f, BCWD will timely provide a draft of the Maintenance Plan to Stillwater staff for their review and comment. Stillwater will have 60 days from receipt to review and approve the final draft Maintenance Plan. Failure to act within the specified time will constitute approval. Stillwater' approval will not be unreasonably withheld.

7. **Costs.** As between the parties, BCWD will be responsible for all costs of design, specification, construction, construction oversight and management for the Project, and development and implementation of the Maintenance Plan. Stillwater conveys the License pursuant to the terms of this agreement at no cost to BCWD. In addition, the parties each will bear their own incidental costs of determination and completion of their responsibilities and exercise of their rights hereunder.

8. **Termination, Expiration of License.** The License granted hereunder will expire 25 years from the date of complete execution of this agreement, unless terminated earlier in accordance with the following:

- a. BCWD notifies Stillwater that the License is no longer needed, or,
- b. Stillwater conveys all or a portion of the Project Area to a third party, in which event Stillwater agrees to notify BCWD at least 90 days prior to such conveyance, to notify the buyer of the License, and to facilitate communication between the BCWD and the buyer to help ensure BCWD's continued ability to utilize the Project Area for the purposes specified herein.

On completion of implementation of the Project, all improvements made to the Stillwater Property thereby will become the property of Stillwater and BCWD will have no ownership interest in the improvements, notwithstanding BCWD's ongoing maintenance obligations under this agreement.

9. **Independent Relationship; Liability.** This agreement does not create a joint powers board or organization within the meaning of Minnesota Statutes, Section 471.59. Each party agrees that it will be responsible only for its own acts and omissions, and the results thereof to the extent authorized by the law and will not be responsible for the acts or omissions of the other party or the results thereof. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party. Neither party will be liable for special, indirect, incidental, punitive, exemplary or unforeseeable consequential damages arising out of or in connection with its respective obligations under this agreement. Specific performance and quantum meruit explicitly are available remedies for the failure of a party to perform any obligation hereunder and do not require a demonstration that other remedies are inadequate. Remedies are non-exclusive.

Stillwater and BCWD enter this agreement solely to facilitate the construction, implementation and maintenance of the Project and to achieve and sustain its purposes. Nothing herein will be construed to constitute approval of any permit or other regulatory approval required by any party, nor does this agreement in any way modify or delegate any party's regulatory authority.

**10. Insurance.** BCWD will require its contractors, agents, successors and assigns to carry commercial general liability coverage for injury to or death of a person or persons and for damage to property caused by the performance of the Project. Stillwater will remain solely responsible for maintaining liability and other insurance for its use of and authority over the Stillwater Property.

**11. Delivery of Notices.** All notices required or permitted under this agreement will be in writing at the address or email below or to such other address as a party may designate by written notice to the other.

If to Stillwater:                      Director Public Works/Engineering  
City of Stillwater  
216 - 4th St. North  
Stillwater MN 55082  
ssanders@ci.stillwater.mn.us

If to BCWD:                              Brown's Creek Watershed District  
Attn: Administrator  
455 Hayward Ave North  
Oakdale, MN 55128  
KKill@mnwcd.org  
651-330-8220

**12. Severability.** If any one or more of the provisions of this agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this agreement and all other applications of any such provision will not be affected thereby.

**13. Venue; governing law.** Venue for any adjudication arising from this agreement will be in the district court of Washington County, Minnesota, and the agreement will be construed and governed by the laws of the State of Minnesota.

**14. No waiver of immunity.** No provision of this agreement will be interpreted as a waiver of any statutory or common-law immunity by or limitation of liability available to BCWD, all such immunities and limitations being expressly reserved by BCWD.

*{Signature page follows.}*

IN WITNESS WHEREOF, the undersigned have executed this agreement with the intent to be legally bound by its terms as of the date this agreement is fully executed by both parties.

**City of Stillwater**

\_\_\_\_\_  
By Ted Kozlowski  
Its Mayor

*Attest*

\_\_\_\_\_  
By Beth Wolf  
Its City Clerk

**Brown's Creek Watershed District**

\_\_\_\_\_  
By Klayton Eckles  
Its President

*Approved as to form and execution*

\_\_\_\_\_  
BCWD counsel

**EXHIBIT A**

**Project Design & Plans**

DRAFT

**EXHIBIT B**

**Site Plan - Project Area**

DRAFT



BROWN'S CREEK RESTORATION PROJECT  
PARKS AND TRAILS ADMINISTERED PROPERTY  
COOPERATIVE AGREEMENT  
BETWEEN  
THE STATE OF MINNESOTA AND BROWN'S CREEK WATERSHED DISTRICT

This agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State," and Brown's Creek Watershed District, hereinafter referred to as "BCWD."

**WITNESSETH:**

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, sub. 23, to establish, develop, maintain, and operate the Brown's Creek State Trail; and

WHEREAS, the State and BCWD are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, BCWD has authority under chapters 103B and 103D to design and implement programs and projects to improve water quality and protect water resources within the Brown's Creek watershed; and

WHEREAS, the State owns land through which Brown's Creek flows for part of its course, as depicted in **Exhibit A** which is attached to and incorporated into this agreement and hereinafter referred to collectively as the "State Property"; and

WHEREAS, the State operates the Brown's Creek State Trail within the State Property hereinafter referred to as the "State Trail"; and

WHEREAS, BCWD has requested permission to access and use the State Property for the purpose of conducting creek restoration work and creek access improvements located on State Property and hereinafter referred to as the "Restoration Project," which is part of a larger project referred to herein as the "BCWD Project"; and

WHEREAS, the State and BCWD have determined that the completion of the proposed Restoration Project on the State Property is of benefit to the State and the BCWD; and

WHEREAS, the State is prepared to grant BCWD access to the State Property for the purposes of completing the Restoration Project and consistent with the final plans developed by BCWD, which are attached and incorporated into this agreement as **Exhibit B**; and

WHEREAS, BCWD is prepared to be the lead agency in the completion of the Restoration Project; and

WHEREAS, BCWD shall secure all local, state, and federal permits required for the completion of the Restoration Project; and

WHEREAS, the BCWD Board of Managers has ordered the BCWD Project in accordance with Minnesota Statutes section 103B.251; and

WHEREAS, upon completion of the Restoration Project, the BCWD will be responsible for maintenance of the Restoration Project; and



WHEREAS, a resolution and copy of the BCWD Board meeting minutes authorizing the BCWD to enter into this agreement are attached to and incorporated into this agreement as **Exhibit C**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State will review the plans and design for the BCWD Project and by the signature of its authorized representative below approves the project designs in Exhibit B with regard to compatibility with plans for the State Trail and management of the State Property.
- b. The State shall be permitted to review and approve any material revisions to the final plans for the Restoration Project as proposed by the BCWD during the term of this agreement. State approval shall be timely provided by the State's designated contact. The State's approval will not be unreasonably withheld.
- c. By the signature of its authorized representative below, the State authorizes BCWD to access and use the State Property for the purposes of completing and maintaining the Restoration Project. Maintenance shall be the sole responsibility of the BCWD.
- d. Upon completion of the Restoration Project, BCWD will provide the State with a copy of as-built drawings of the installed Restoration Project completed within the State Property.
- e. The State shall be permitted to review and approve the work completed by BCWD at the substantial completion of the Restoration Project activities to confirm material consistency with the approved plans and design in Exhibit B.
- f. Upon completion of the Restoration Project, the State Trail and the Restoration Project will continue to be solely owned by the State,
- g. Upon termination of this agreement, the BCWD shall restore the State Property to a condition as approved by the State, except to the extent that the State Property is improved by the Restoration Project.

II. BCWD'S DUTIES AND RESPONSIBILITIES

- a. The Restoration Project shall be completed under the supervision of a professional engineer registered in the State of Minnesota.
- b. BCWD is authorized by the State to complete the Restoration Project within the boundaries of the State Property. The final plans and specifications for the Restoration Project as developed by the BCWD shall meet all applicable requirements of the Americans With Disabilities Act and all applicable State regulatory requirements.
- c. The BCWD will ensure that the design and plans for the Projects are consistent with applicable BCWD regulatory standards and criteria.
- d. The BCWD will designate an authorized representative to serve as liaison to the State for purposes of coordinating inspection, construction oversight, construction engineering and maintenance of the Projects as provided in this agreement.
- e. BCWD shall perform all necessary construction administration and project oversight and on-site construction observation associated with the implementation of the Restoration Project.
- f. The BCWD shall be solely responsible for the construction of the Restoration Project.
- g. BCWD will inspect and maintain, at its cost, the Restoration Project during the term of this agreement. Maintenance of the Restoration Project will be performed by the BCWD according to a plan and schedule to be developed by the BCWD, mindful of the recreational purposes of the State Trail, and approved by the State.

- h. BCWD shall install and maintain the Restoration Project in compliance with Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. Operational Order 113 is incorporated into this agreement by reference and can be found at [http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf).
- i. At the termination of this agreement, the BCWD will, at its cost, remove the trail connection component of the Restoration Project from the State Property if directed to do so in writing by the State. If the State elects to have the trail connection removed, BCWD will restore the associated State Property to a condition agreed to by the State and BCWD, except to the extent that the State Property is improved by the Restoration Project.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(f)(g)(h) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(f)(g)(h) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered. The total obligation of the State is limited to the amount of funds legislatively appropriated and administratively allocated to this project.

IV. TERM

- a. *Effective Date:* **March 20, 2024** or the date that the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2. BCWD shall not begin work under this agreement until it is fully executed and BCWD has been authorized by the State's authorized representative to begin the work.
- b. *Expiration Date:* **March 20, 2049**, except as otherwise agreed to in writing by both parties. This agreement shall renew at the end of the term for an additional five-year period unless a party gives three (3) months written notice to the other party to terminate the agreement. This agreement shall continue to automatically renew at the end of each five-year period unless the required given notice is given.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. BCWD's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of BCWD relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six (6) years from the end of this agreement.

VII. ANTITRUST

BCWD hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota

VIII. FORCE MAJEURE

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

IX. CANCELLATION

This agreement may be cancelled by the State at any time with cause upon thirty (30) days written notice to BCWD.

This Agreement may also be cancelled by BCWD at any time with or without cause upon thirty (30) days written notice to the State.

X. GOVERNMENT DATA PRACTICES

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

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for BCWD individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

XII. COMPLETE AGREEMENT

This agreement contains all negotiations and agreements between the State and BCWD. No other understanding regarding this agreement, whether written or oral, may be used to bind either party. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XIII. AUTHORIZED REPRESENTATIVES

Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or by email to:

The State's Authorized Representative is Rachel Henzen, Parks and Trails Division Area (3B) Supervisor, Minnesota Department of Natural Resources, 1200 Warner Road, St. Paul MN 55106, [Rachel.Henzen@state.mn.us](mailto:Rachel.Henzen@state.mn.us), or her successor.

BCWD's Authorized Representative is NAME, TITLE, ADDRESS, PHONE ,EMAIL or his/her successor.

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

DEPARTMENT OF NATURAL RESOURCES

BROWN'S CREEK WATERSHED DISTRICT

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

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

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

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

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

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

DEPARTMENT OF ADMINISTRATION  
Delegated to Materials Management Division

BROWN'S CREEK WATERSHED DISTRICT

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

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

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

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

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

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

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req. by Minn. Stat. 16A.15 and 16C.05.

Signed: \_\_\_\_\_

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

Contract: \_\_\_\_\_

**EXHIBIT A**  
**Description of Property**

**EXHIBIT B**  
**Restoration Plan**

**EXHIBIT C**  
**BCWD Resolution and Minutes**

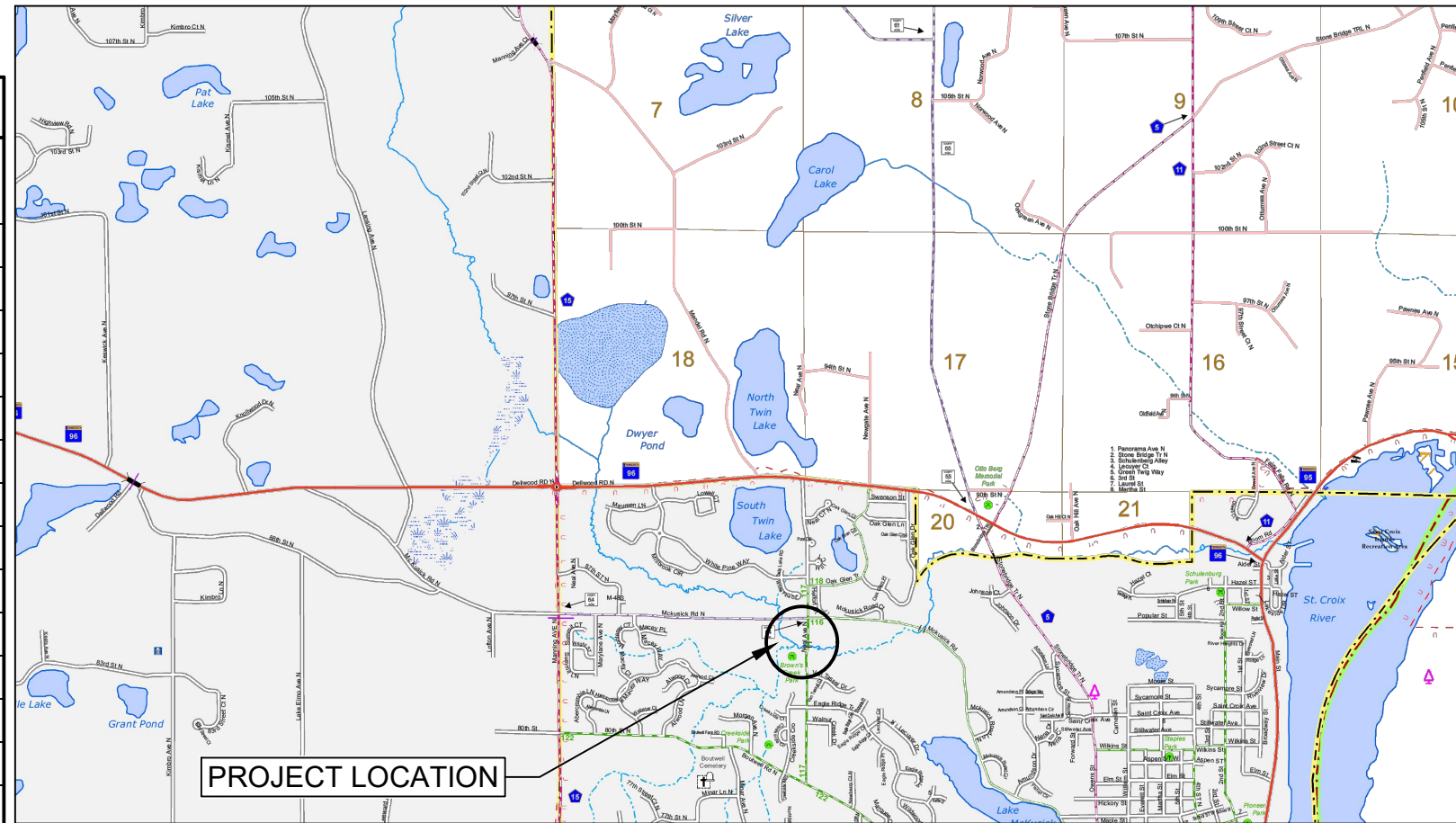


# BROWN'S CREEK WATERSHED DISTRICT BROWN'S CREEK PARK STREAM RESTORATION

WASHINGTON COUNTY, STILLWATER, MN  
FINAL DESIGN PLAN SET

## Sheet List Table

Sheet Number	Sheet Title
01	TITLE SHEET
02	NOTES & SEQ
03	PROJECT OVERVIEW
04	TREE HARVEST PLAN 1
05	TREE HARVEST PLAN 2
06	TREE HARVEST PLAN 3
07	EXISTING STREAM PROFILE
08	EXISTING CONDITIONS PLAN & PROFILE - 1
09	EXISTING CONDITIONS PLAN & PROFILE - 2
10	EXISTING CONDITIONS PLAN & PROFILE - 3
11	EXISTING CONDITIONS PLAN & PROFILE - 4
12	EXISTING CROSS SECTIONS - 1
13	EXISTING CROSS SECTIONS - 2
14	EXISTING CROSS SECTIONS - 3
15	REFERENCE CROSS SECTIONS
16	PROPOSED PLAN & PROFILE - 1
17	PROPOSED PLAN & PROFILE - 2
18	PROPOSED PLAN & PROFILE - 3
19	PROPOSED PLAN & PROFILE - 4
20	PROPOSED ADA ACCESS TRAIL
21	ESC & RESTORATION PLAN 1
22	ESC & RESTORATION PLAN 2
23	ESC & RESTORATION PLAN 3
24	DETAILS - 1
25	DETAILS - 2
26	DETAILS - 3
27	DETAILS - 4
28	DETAILS - 5



PROJECT LOCATION, REFERENCE MAP

### GENERAL NOTES

#### EXISTING UTILITIES

THE LOCATION OF UNDERGROUND FACILITIES AND/OR STRUCTURES AS SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME THE PLANS WERE PREPARED AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT.

THE SUBSURFACE UTILITY INFORMATION SHOWN IS UTILITY QUALITY LEVEL D, AS DETERMINED USING THE GUIDELINES OF "C/ASCE 38-02 STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION OF SAID UTILITIES DURING THE COURSE OF WORK.

#### CONSTRUCTION NOTE

CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO MAINTAIN OPERATION OF EXISTING UTILITIES THROUGHOUT THE DURATION OF THE PROJECT. IN THE EVENT THAT AN INTERRUPTION OF SERVICE IS UNAVOIDABLE IN ORDER TO COMPLETE THE WORK, CONTRACTOR SHALL PROVIDE ADEQUATE NOTIFICATION TO ALL AFFECTED ENTITIES A MINIMUM OF 3 WORKING DAYS IN ADVANCE OF ANY INTERRUPTION.

#### GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING FIELD MANUAL FOR TEMPORARY CONTROL ZONE LAYOUTS.

#### GOPHER STATE ONE-CALL

IT IS THE LAW THAT ANYONE EXCAVATING AT ANY SITE MUST NOTIFY GOPHER STATE ONE CALL (GSOC) SO THAT UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE OR OTHER UTILITY LINES CAN BE MARKED ON OR NEAR YOUR PROPERTY BEFORE ANY DIGGING BEGINS. A 48-HOUR NOTICE, NOT INCLUDING WEEKENDS, IS REQUIRED. CALLS CAN BE MADE TO GSOC AT 1-800-252-1166 OR (651) 454-0002, MONDAY THROUGH FRIDAY (EXCEPT HOLIDAYS) FROM 7 A.M. TO 5 P.M.



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

*Daniel E. Mossing*

DANIEL E. MOSSING DATE: 2/5/2024 LICENSE #57796

DATE	NO.	DESCRIPTION
2/5/2024	1	FINAL DESIGN PLAN SET
	2	
	3	
	4	
	5	
	6	

DESIGNED BY: EOR

DRAWN BY: DEM

CHECKED BY: MJM

EOR JOB #0041-0418



CLIENT PROJECT #XXX-XXXX

## BROWN'S CREEK PARK STREAM RESTORATION

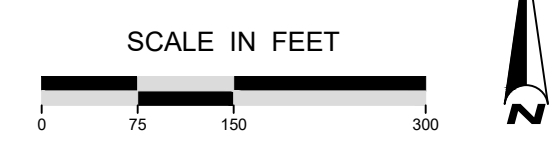
WASHINGTON COUNTY, STILLWATER, MN

BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

TITLE SHEET

SHEET 01 OF 28





Plot Date: 02/05/2024  
 Drawing: E:\Projects\0418\0418\_Browns\_Creek\_Stream\_Surface  
 40041\_0418-XBASE  
 40041\_0418-FBASE  
 40041\_0418-LBASE  
 Sheet Border: images

**EOR** water ecology community  
 EMMONS & OLIVIER RESOURCES, INC.  
 1919 UNIV. AVE. W. #300 ST. PAUL, MN  
 TEL: 612-291-1000 FAX: 612-291-1001  
 www.eor.com

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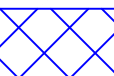
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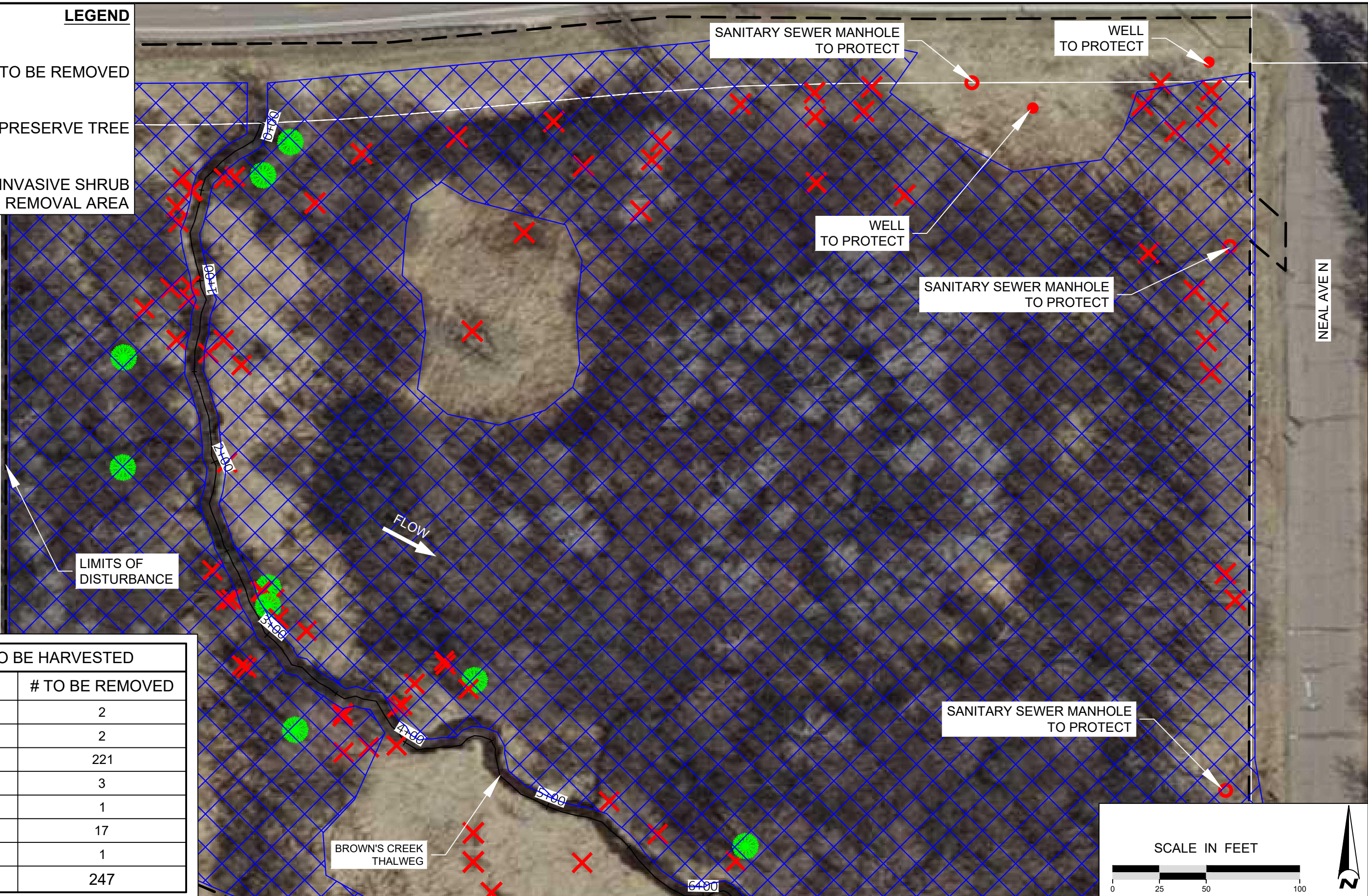
**BROWN'S CREEK WATERSHED DISTRICT**

**BROWN'S CREEK PARK STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

PROJECT OVERVIEW  
 SHEET 03 OF 28

**LEGEND**

-  TREE TO BE REMOVED
-  PRESERVE TREE
-  INVASIVE SHRUB REMOVAL AREA



**TREES TO BE HARVESTED**

TREE TYPE	# TO BE REMOVED
AMERICAN ELM	2
BLACK WILLOW	2
BOX ELDER	221
CRAB APPLE	3
COTTONWOOD	1
SILVER MAPLE	17
SPRUCE	1
<b>TOTAL</b>	<b>247</b>

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DESIGNED BY: EOR  
 DRAWN BY: DEM  
 CHECKED BY: MJM  
 EOR JOB #0041-0418





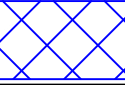
**BROWN'S CREEK WATERSHED DISTRICT**  
 CLIENT PROJECT #XXX-XXXX

**BROWN'S CREEK PARK STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

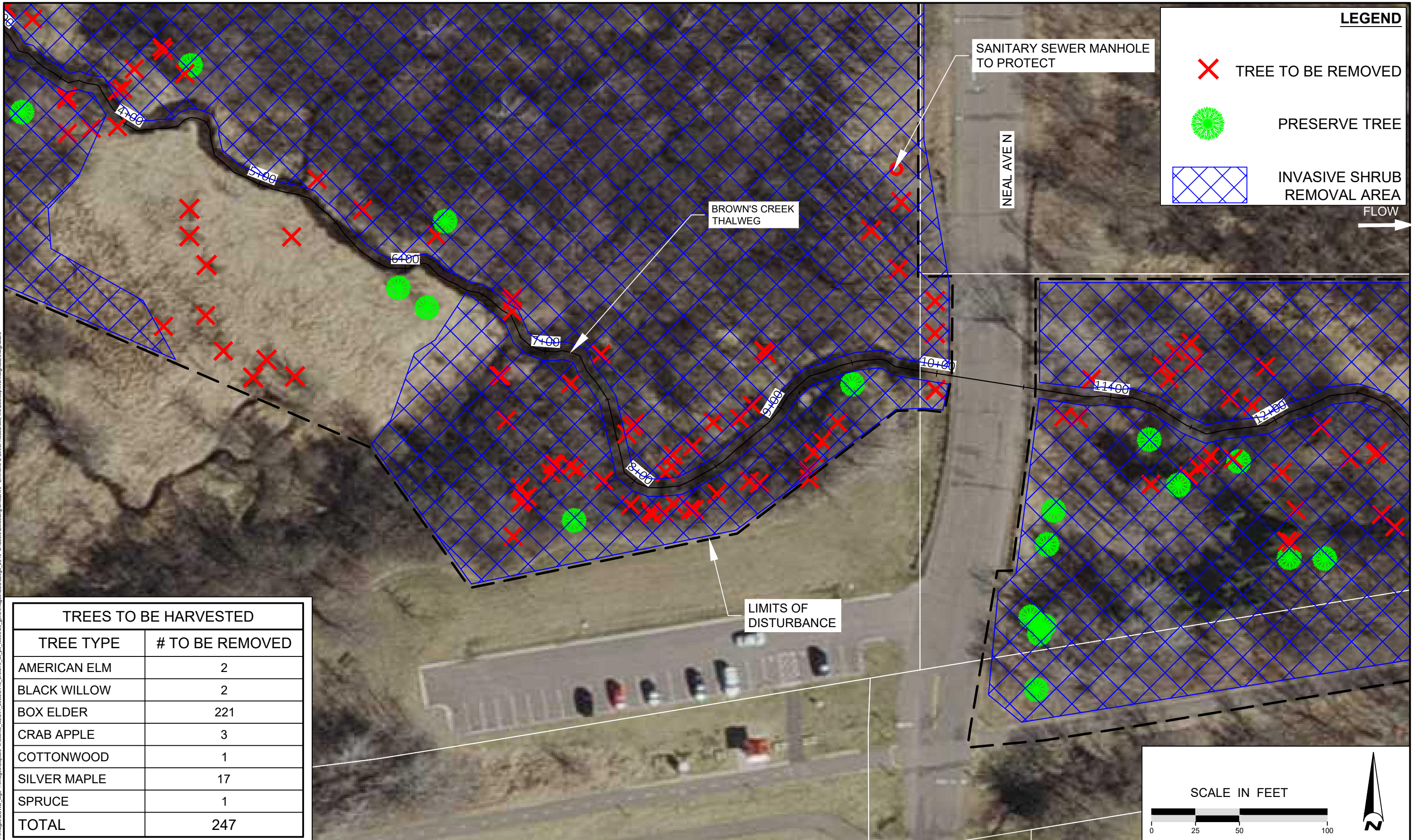
TREE HARVEST PLAN 1  
 SHEET 04 OF 28

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 EOR  
 EMMONS & OLIVIER RESOURCES, INC.  
 1919 UNIV. AVE. W. #300 ST. PAUL, MN  
 TEL: 612-771-1100 FAX: 612-771-1101  
 WWW.EOR.COM  
 Page 84

**LEGEND**

-  TREE TO BE REMOVED
-  PRESERVE TREE
-  INVASIVE SHRUB REMOVAL AREA

FLOW 



TREES TO BE HARVESTED	
TREE TYPE	# TO BE REMOVED
AMERICAN ELM	2
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 CHECKED BY: MJM  
 EOR JOB #0041-0418



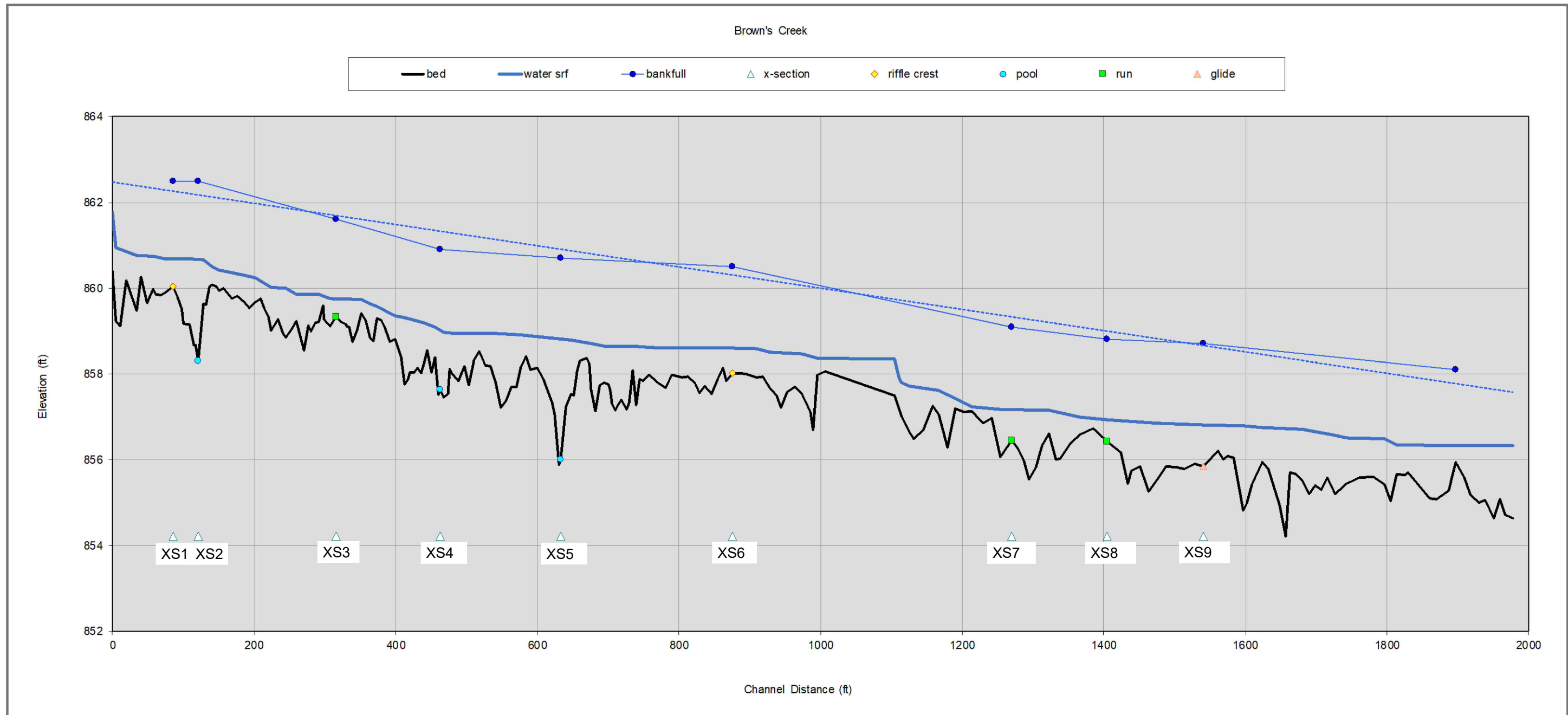
**BROWN'S CREEK WATERSHED DISTRICT**  
 CLIENT PROJECT #XXX-XXXX

**BROWN'S CREEK PARK STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT    OAKDALE, MN 55128

TREE HARVEST PLAN 2  
 SHEET 05 OF 28

Plot Date: 02/05/2024  
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NOTE:  
STREAM AND WATER PROFILE SURVEYED ON DECEMBER 2, 2022

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 User: emmons\jacob@emmons.com  
 Title: BCWD Board Packet 2-14-2024  
 Project: 40041-0418-FBASE  
 Client: 40041-0418-FBASE  
 Sheet: 07 of 28

**EOR** water ecology community  
 EMMONS & OLIVIER RESOURCES, INC.  
 1919 UNIV. AVE. W. #300 ST. PAUL, MN 55104  
 TEL: 612-441-1418 FAX: 612-441-1419  
 WWW.EOR.COM

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*Daniel Mossing*  
 DANIEL E. MOSSING DATE: 2/5/2024 LICENSE #57796

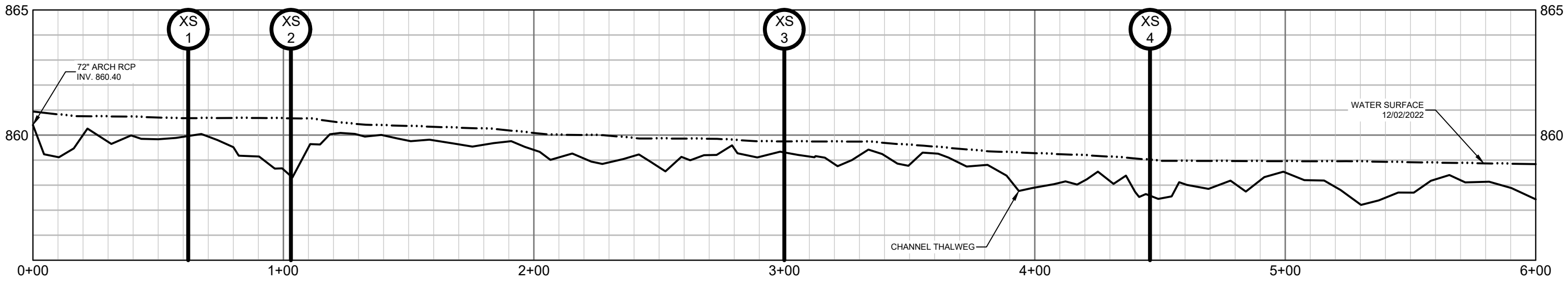
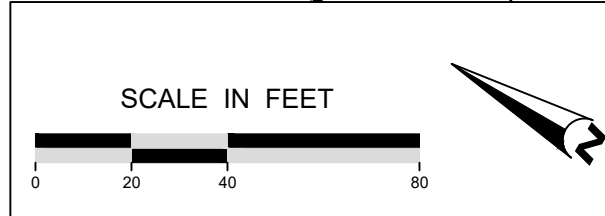
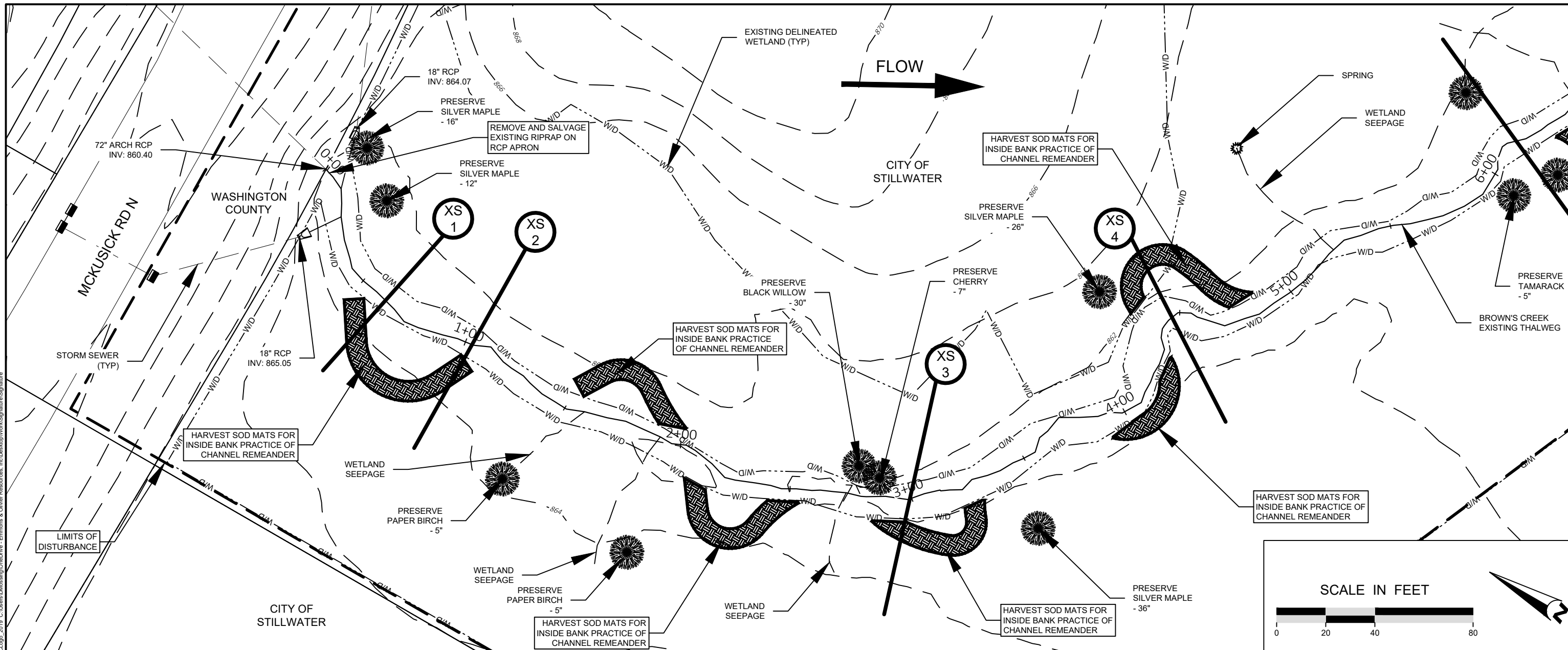
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DESIGNED BY: EOR  
 DRAWN BY: DEM  
 CHECKED BY: MJM  
 EOR JOB #0041-0418

**BROWN'S CREEK WATERSHED DISTRICT**  
 CLIENT PROJECT #XXX-XXXX

**BROWN'S CREEK PARK STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

EXISTING STREAM PROFILE  
 SHEET 07 OF 28



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 Author: jacob  
 Date: 02/05/2024  
 Time: 10:18:18 AM

**EOR** water ecology community

EMMONS & OLIVIER RESOURCES, INC.  
 1919 UNIV. AVE. W. #300 ST. PAUL, MN 55104  
 TEL: 612.418.1818 FAX: 612.418.1818  
 WWW.EOR.COM

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DANIEL E. MOSSING DATE: 2/5/2024 LICENSE #57796

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DESIGNED BY: EOR  
 DRAWN BY: DEM  
 CHECKED BY: MJM  
 EOR JOB #0041-0418

**BROWN'S CREEK WATERSHED DISTRICT**

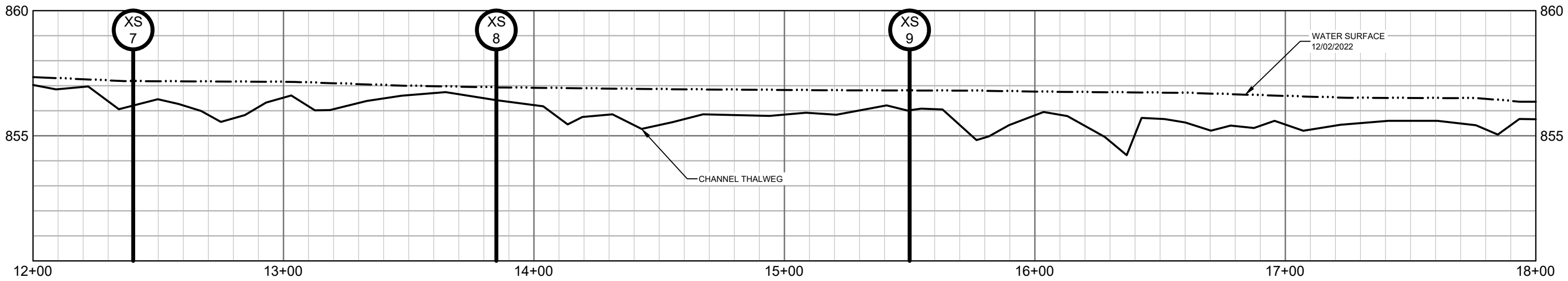
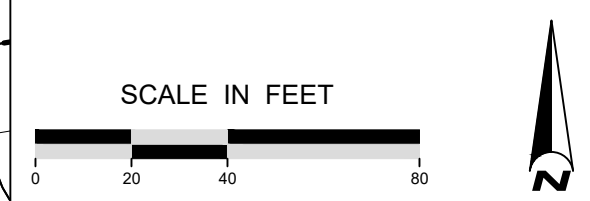
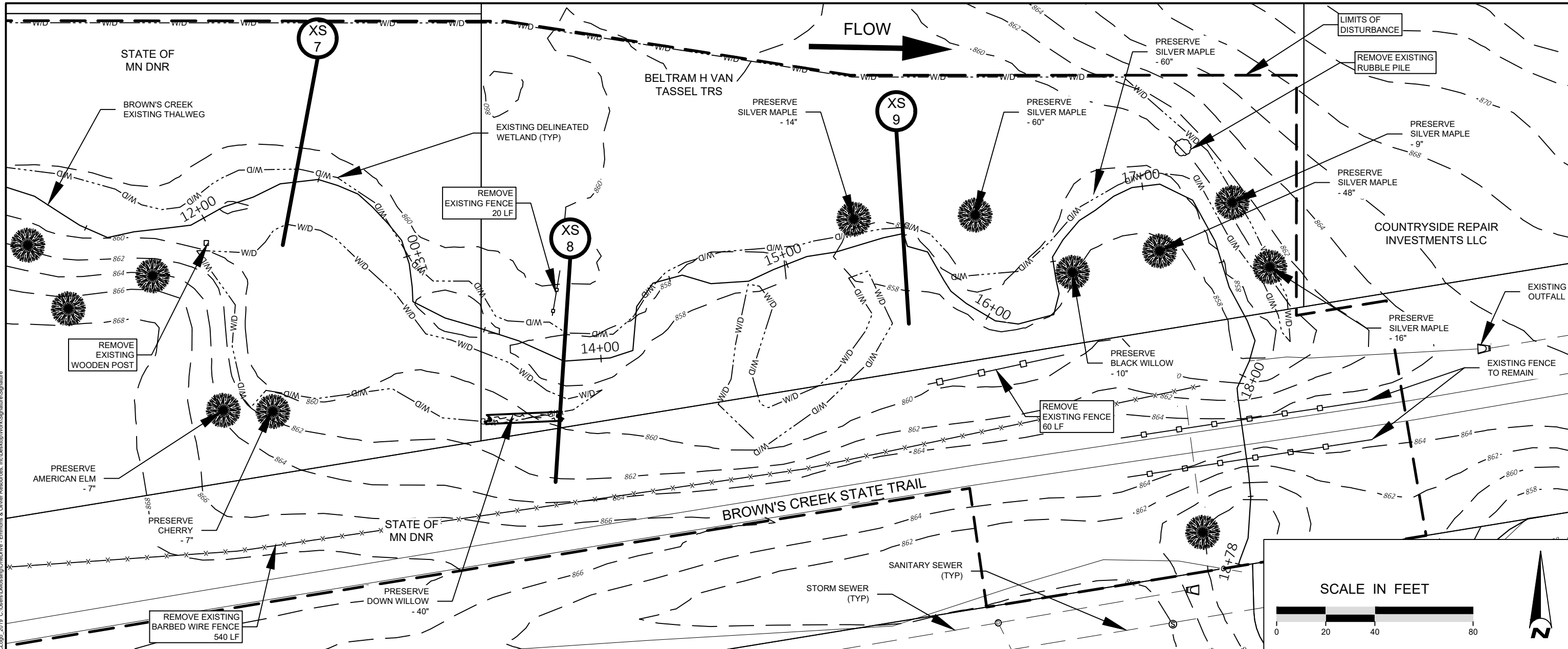
CLIENT PROJECT #XXX-XXXX

**BROWN'S CREEK PARK STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

EXISTING CONDITIONS PLAN & PROFILE - 1  
 SHEET 08 OF 28







Plot Date: 02/05/2024  
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 Project Number: 0041-0418-PRASE  
 Sheet Number: 10 of 28

**EOR** water ecology community  
 EMMONS & OLIVIER RESOURCES, INC.  
 1919 UNIV. AVE. W. #300 ST. PAUL, MN 55104  
 TEL: 612.771.1414 FAX: 612.771.1415  
 WWW.EOR.COM

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*Daniel Mossing*  
 DANIEL E. MOSSING DATE: 2/5/2024 LICENSE #57796

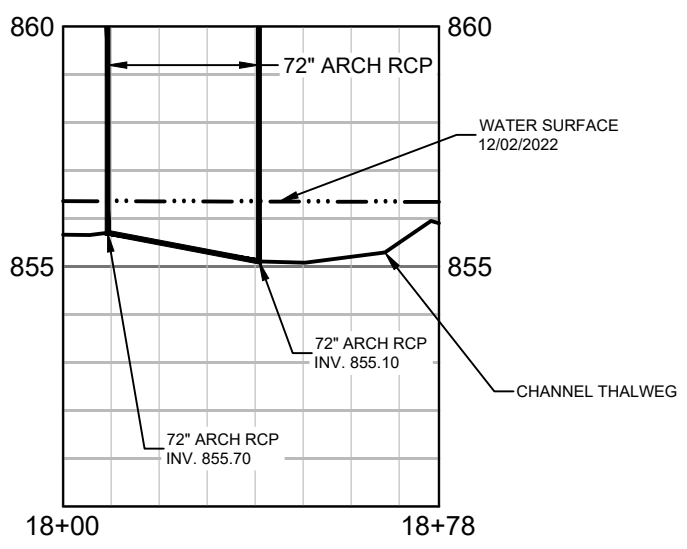
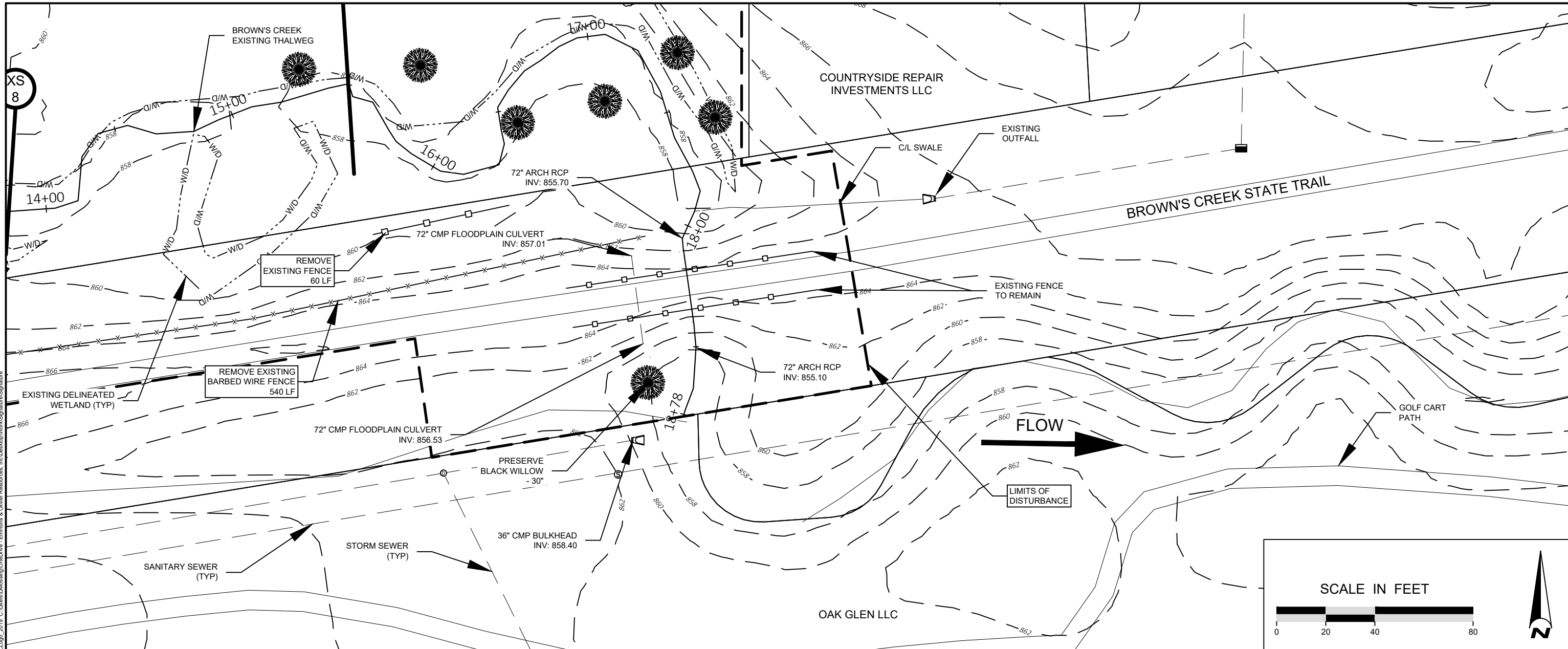
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DESIGNED BY: EOR  
 DRAWN BY: DEM  
 CHECKED BY: MJM  
 EOR JOB #0041-0418

**BROWN'S CREEK WATERSHED DISTRICT**  
 CLIENT PROJECT #XXX-XXXX

**BROWN'S CREEK PARK STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

EXISTING CONDITIONS PLAN & PROFILE - 3  
 SHEET 10 OF 28



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 Project: BROWN'S CREEK STATE TRAIL  
 Sheet: 11 OF 28  
 Scale: AS SHOWN  
 Date: 2/5/2024  
 Time: 10:14:18 AM  
 Author: emmo  
 Checker: emmo  
 Plotter: HP DesignJet T1100e  
 Plot Device: HP DesignJet T1100e  
 Plot Date: 02/05/2024  
 Plot Time: 10:14:18 AM  
 Plot User: emmo

**EOR** water ecology community  
 EMMONS & OLIVIER RESOURCES, INC.  
 1919 UNIV. AVE. W. #300 ST. PAUL, MN 55108  
 TEL: 612.771.1111 FAX: 612.771.1112  
 WWW.EOR.COM

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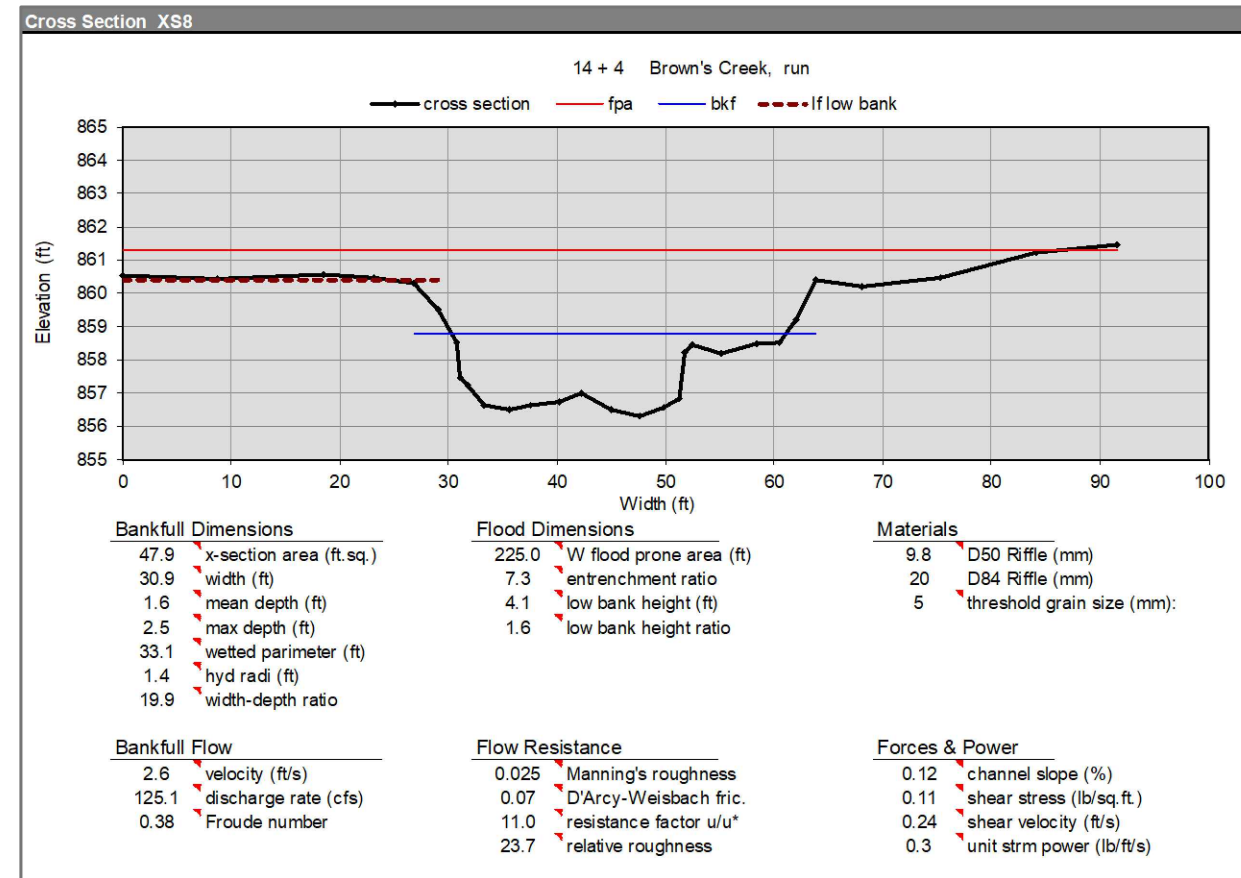
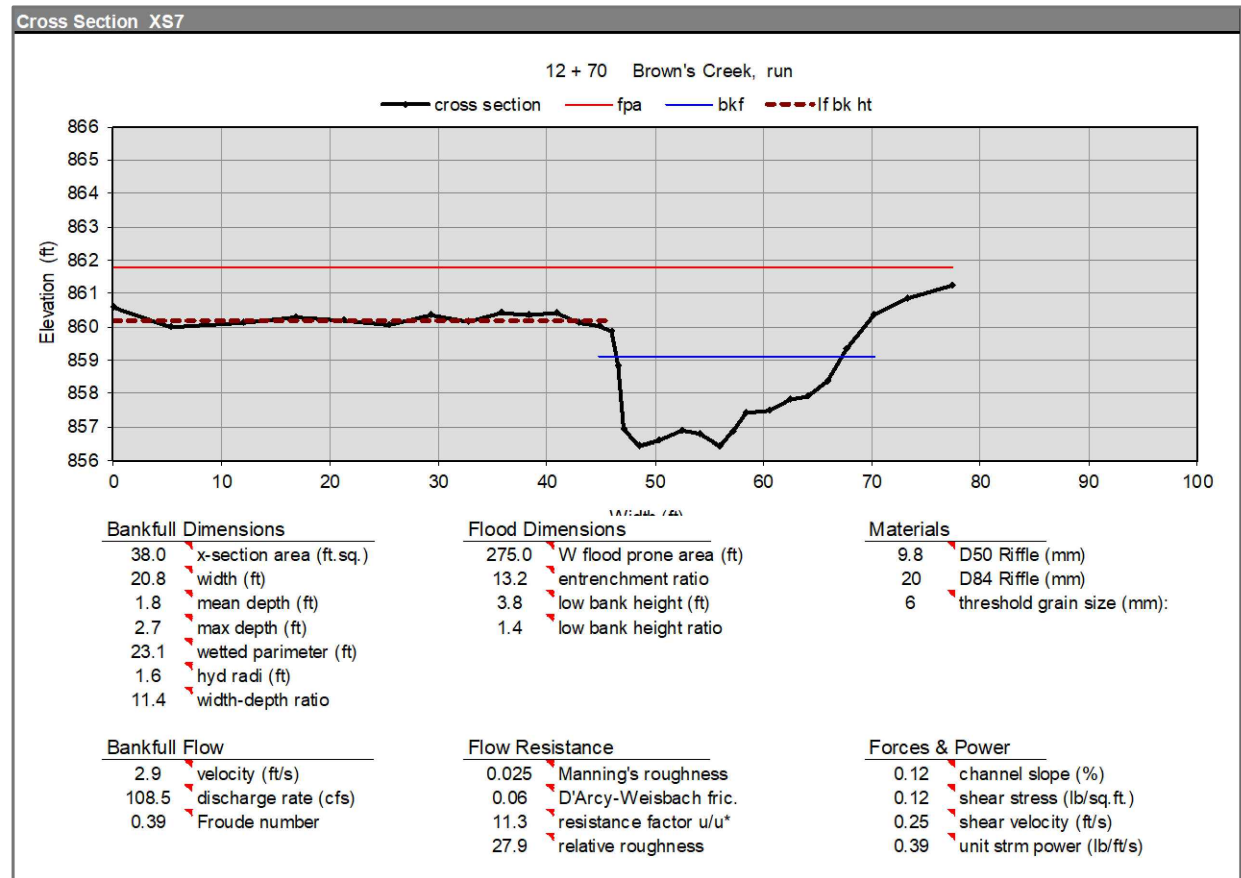
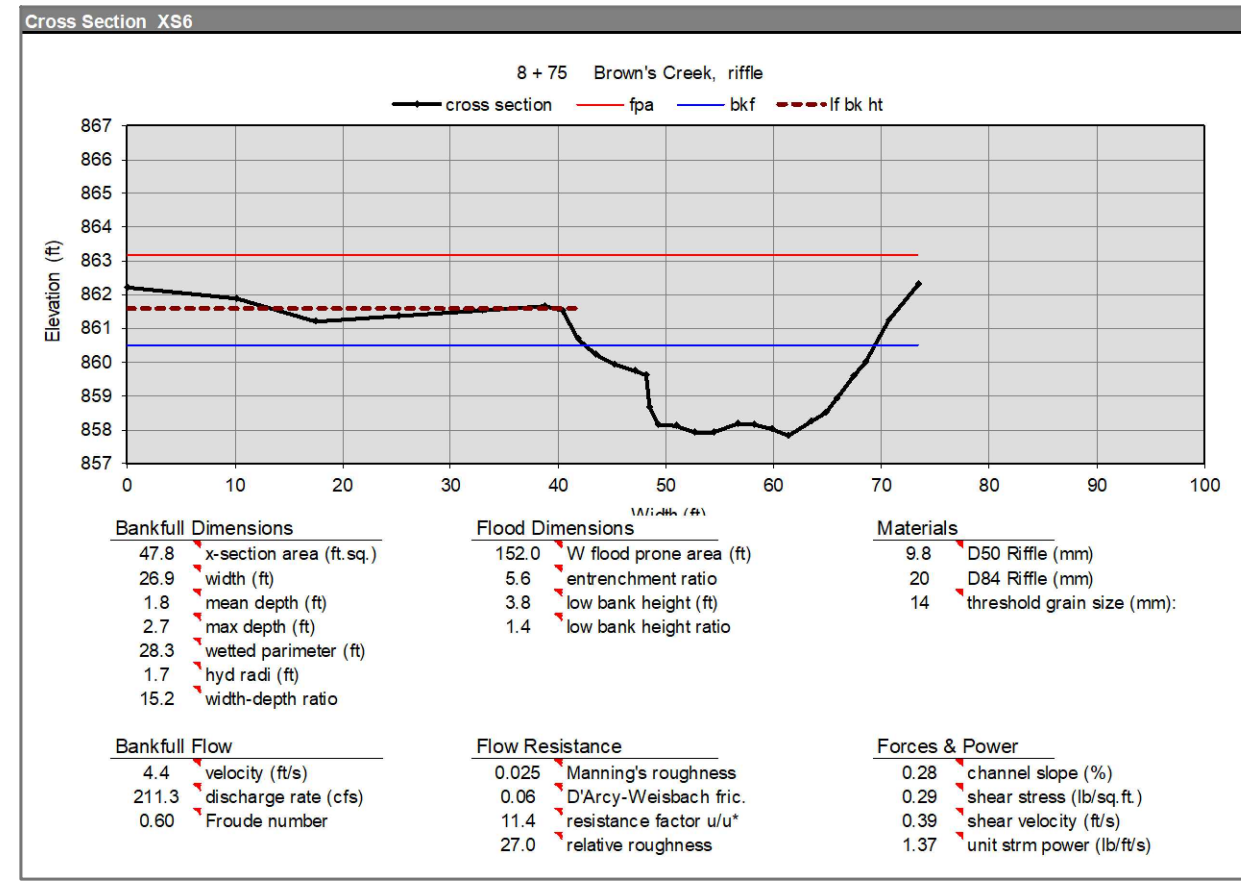
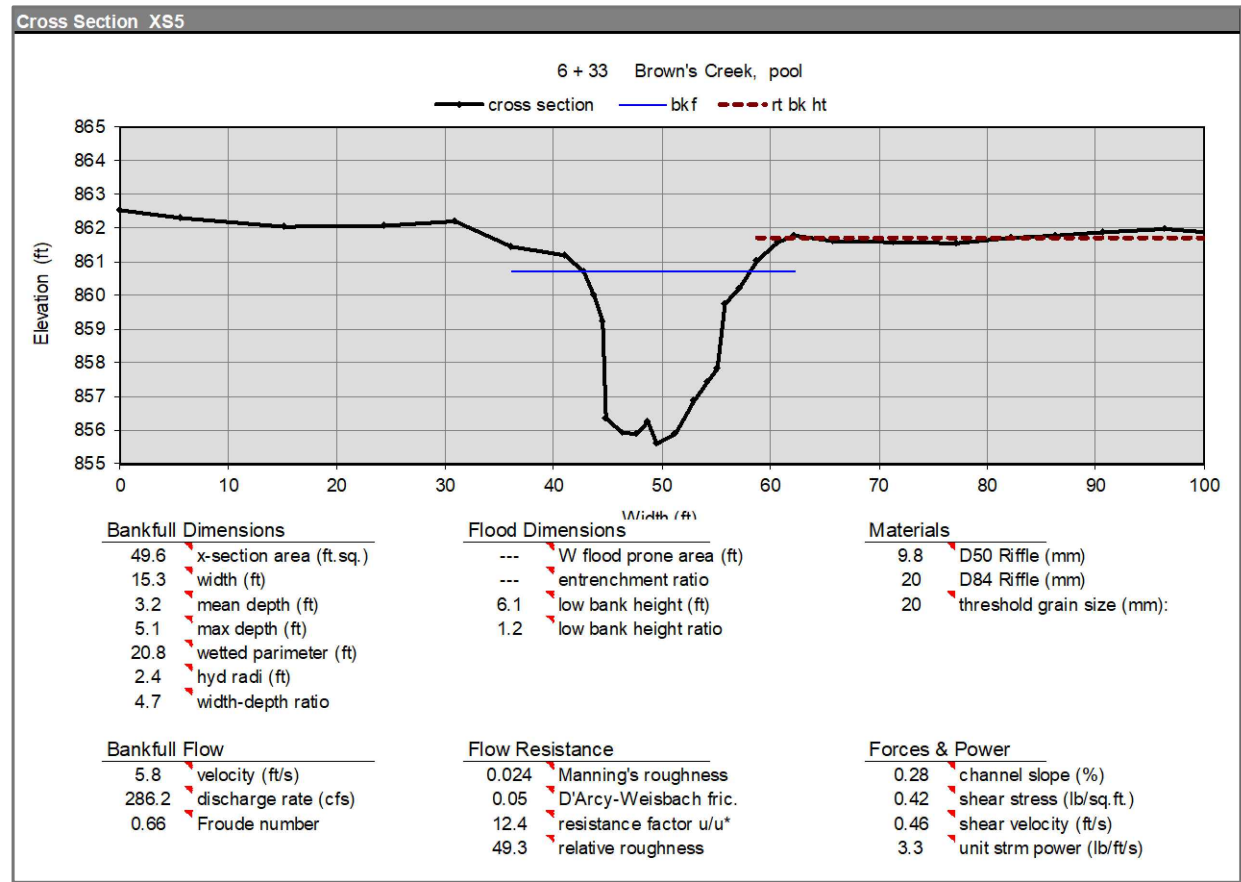
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 DRAWN BY: DEM  
 CHECKED BY: MJM  
 EOR JOB #0041-0418

**BROWN'S CREEK WATERSHED DISTRICT**

**BROWN'S CREEK PARK STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

EXISTING CONDITIONS PLAN & PROFILE - 4  
 SHEET 11 OF 28





NOTE:  
ALL CROSS SECTIONS ARE ORIENTED DOWNSTREAM W/ RIVER LEFT ON THE LEFT AND RIVER RIGHT ON THE RIGHT.

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 User: emmons  
 Title: EOR Board Packet 2-14-2024



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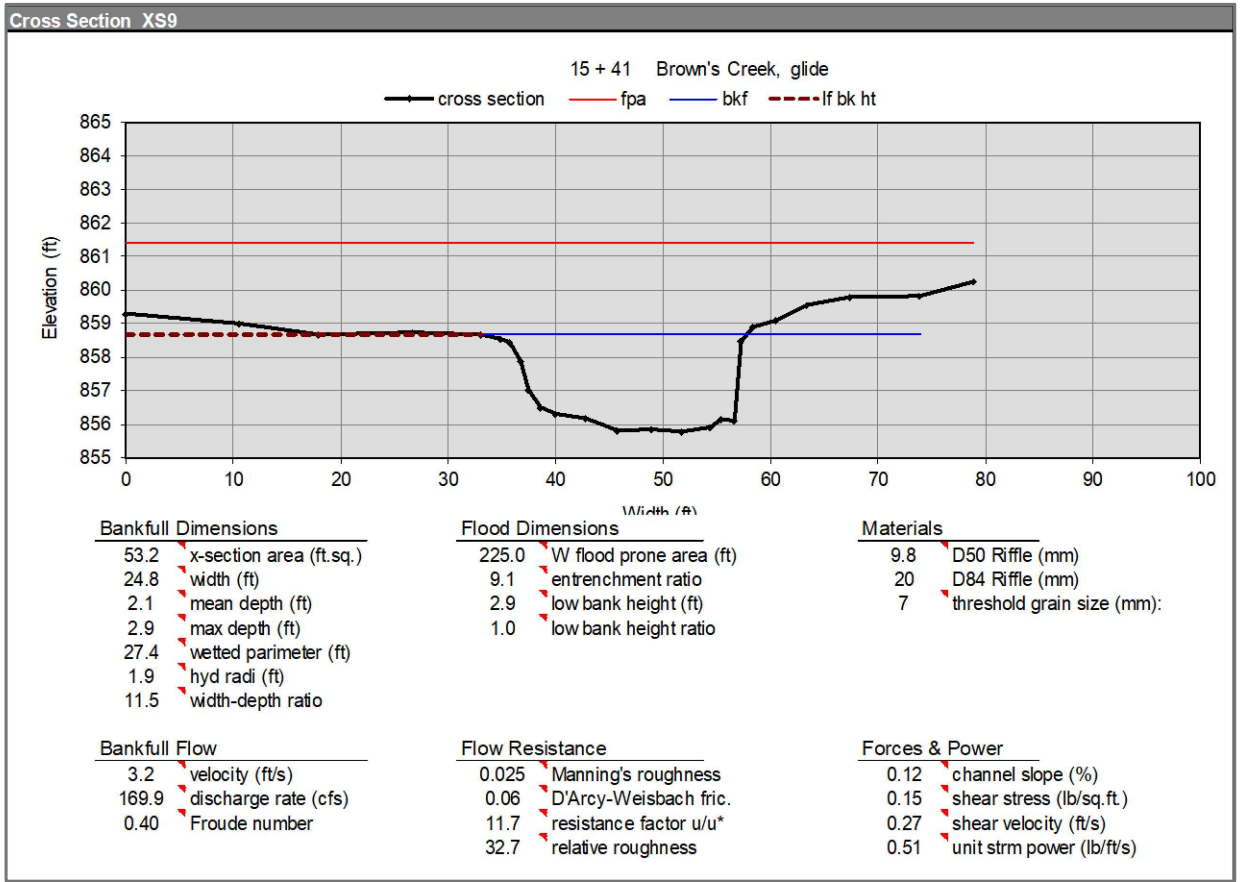
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 DRAWN BY: DEM  
 CHECKED BY: MJM  
 EOR JOB #0041-0418



**BROWN'S CREEK PARK  
 STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

EXISTING CROSS SECTIONS - 2  
 SHEET 13 OF 28

Plot Date: 02/05/2024  
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**NOTE:**  
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 DANIEL E. MOSSING DATE: 2/5/2024 LICENSE #57796

DATE	NO.	DESCRIPTION
2/5/2024	1	FINAL DESIGN PLAN SET
	2	
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DESIGNED BY: EOR  
 DRAWN BY: DEM  
 CHECKED BY: MJM  
 EOR JOB #0041-0418



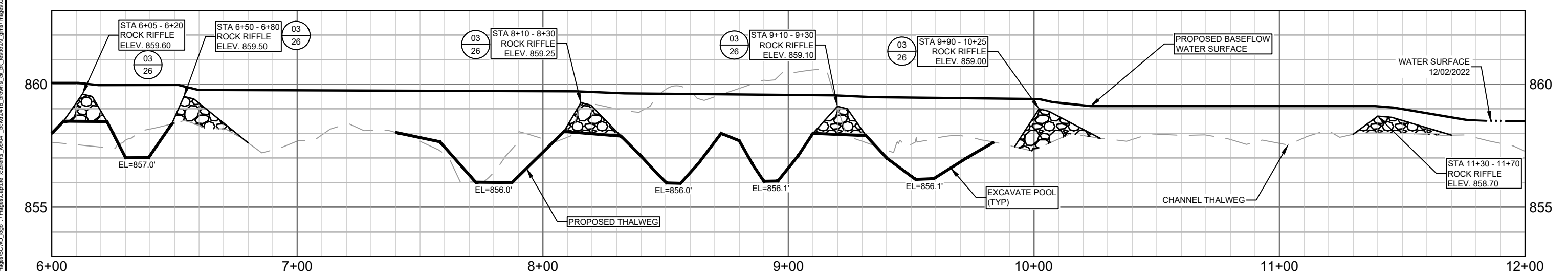
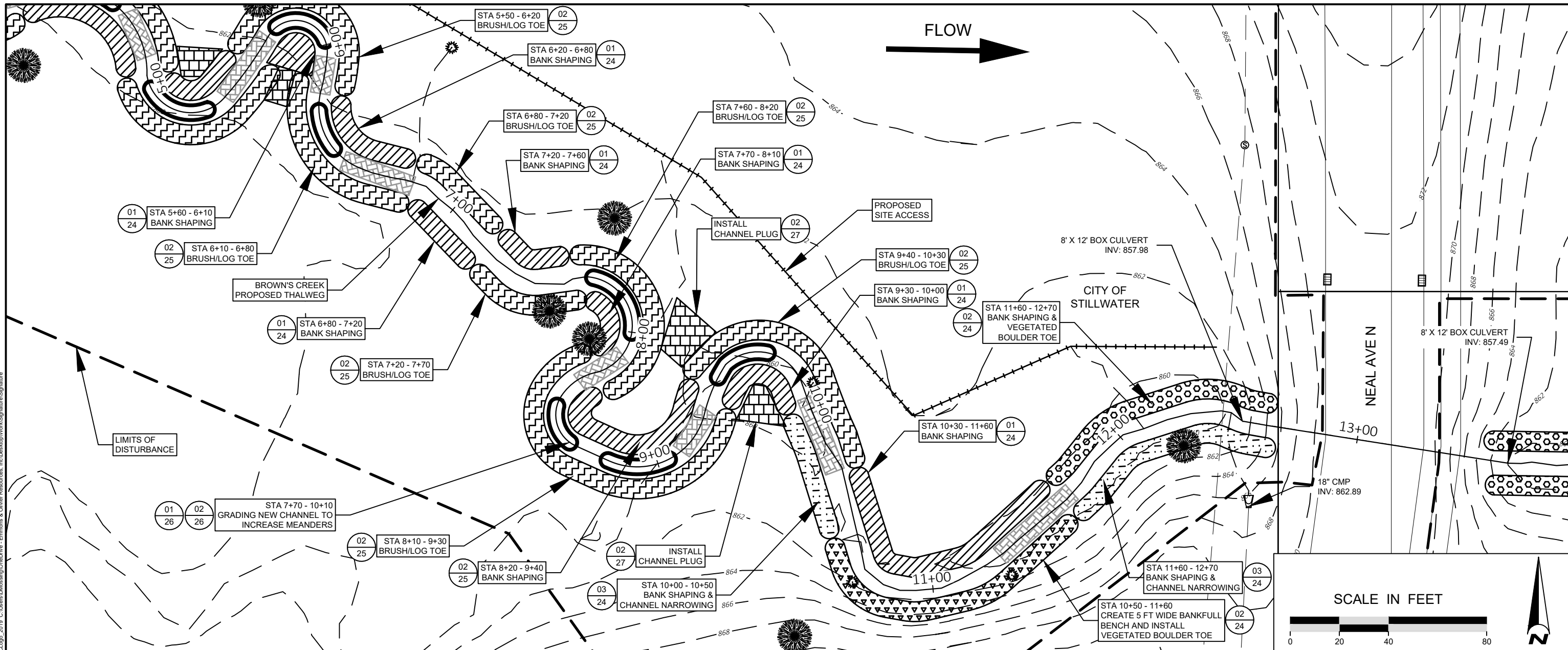
**BROWN'S CREEK PARK STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

EXISTING CROSS SECTIONS - 3  
 SHEET 14 OF 28









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*Daniel E. Mossing*

DANIEL E. MOSSING DATE: 2/5/2024 LICENSE #57796

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	3	
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	5	
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DESIGNED BY: EOR  
 DRAWN BY: DEM  
 CHECKED BY: MJM

EOR JOB #0041-0418

CLIENT PROJECT #XXX-XXXX



**BROWN'S CREEK PARK  
 STREAM RESTORATION**

WASHINGTON COUNTY, STILLWATER, MN

BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

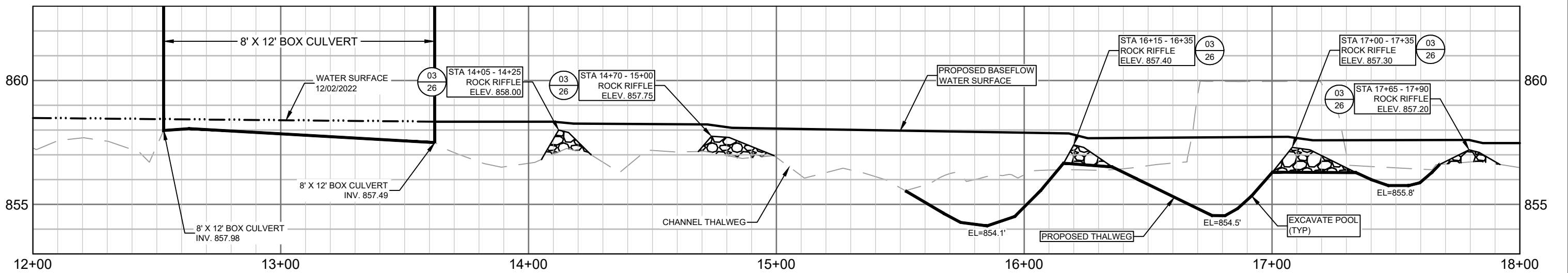
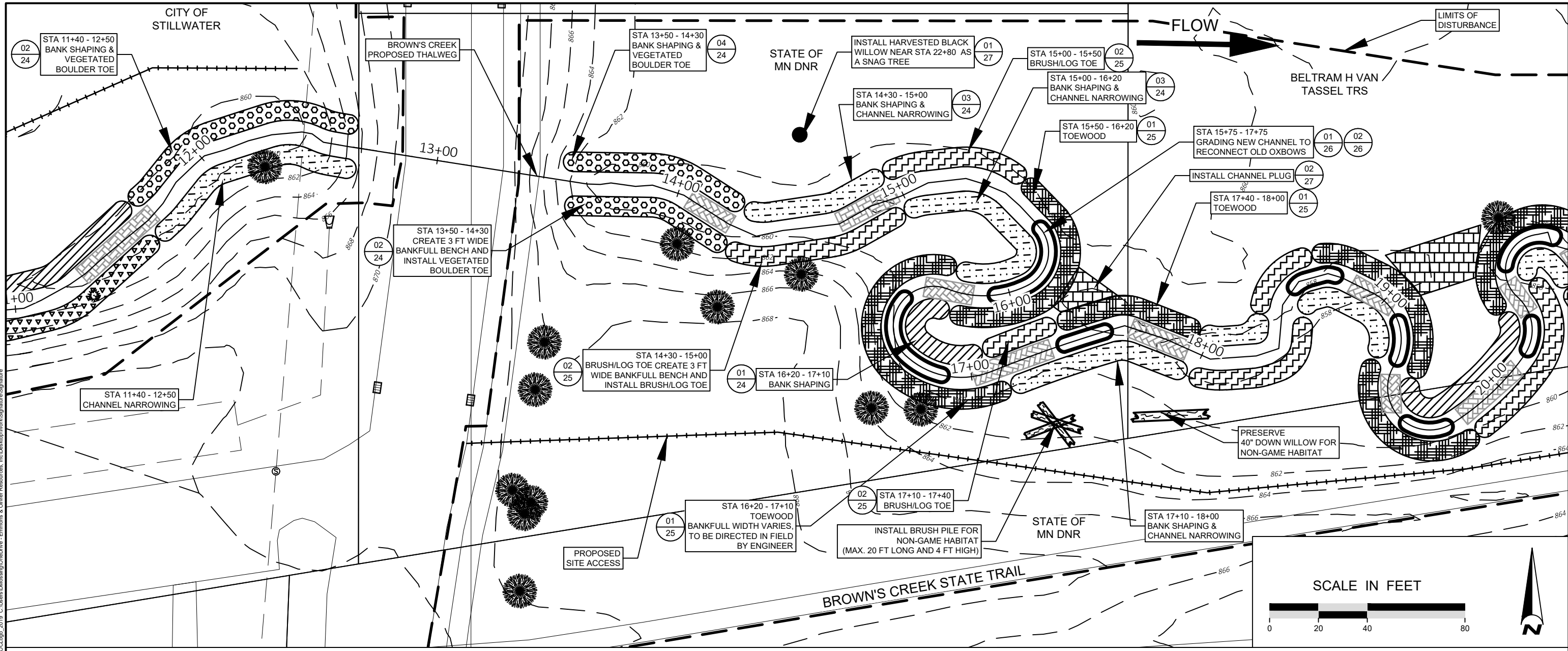
**PROPOSED PLAN &  
 PROFILE - 2**

SHEET 17 OF 28

Plot Date: 02/05/2024  
 Drawing: 0041-0418-CD-01  
 Title: BROWN'S CREEK WATERSHED DISTRICT  
 Project: BROWN'S CREEK WATERSHED DISTRICT  
 Client: BROWN'S CREEK WATERSHED DISTRICT  
 Designer: DANIEL E. MOSSING  
 Checker: MARY JO MUELLER  
 Date: 2/5/2024  
 License: #57796

**EOR** water ecology community

EMMONS & OLIVIER RESOURCES, INC.  
 1919 UNIV. AVE. W. #300 ST. PAUL, MN 55104  
 TEL: 651.418.1818 FAX: 651.418.1818  
 WWW.EOR.COM



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*Daniel E. Mossing*  
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DESIGNED BY: EOR  
 DRAWN BY: DEM  
 CHECKED BY: MJM  
 EOR JOB #0041-0418

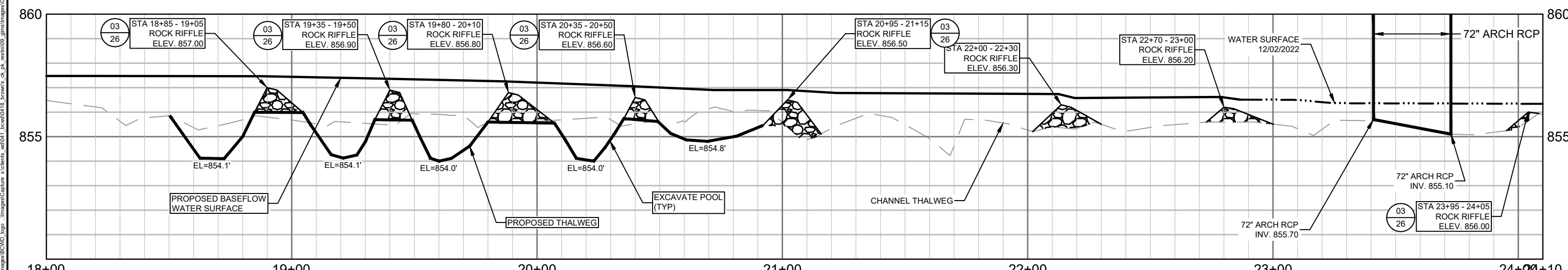
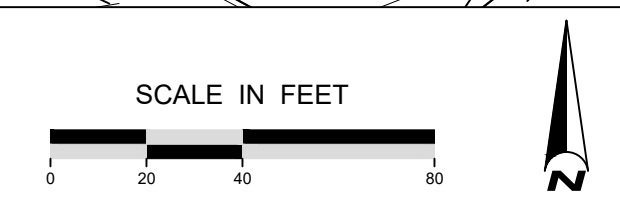
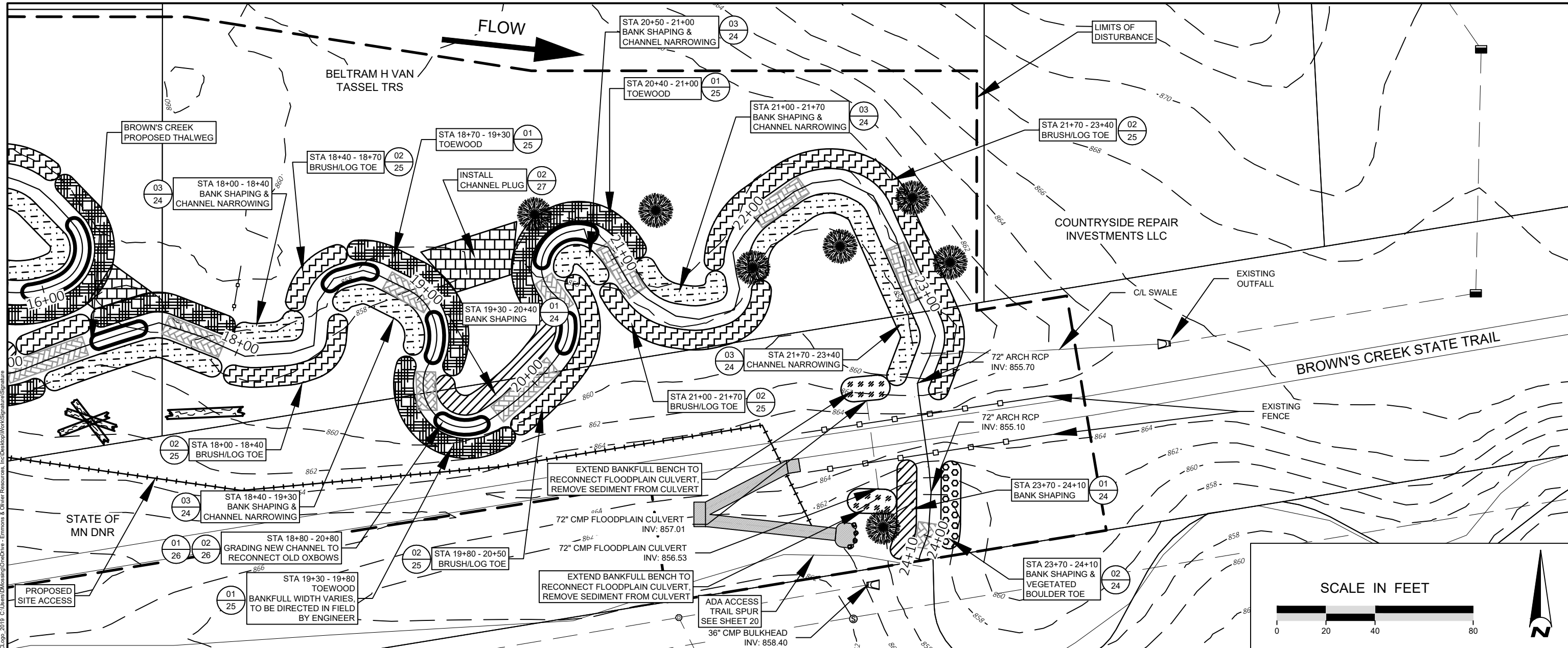


**BROWN'S CREEK PARK  
 STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

PROPOSED PLAN &  
 PROFILE - 3  
 SHEET 18 OF 28

Plot Date: 02/05/2024  
 Drawing: 0041-0418-001-01-CD.dwg  
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 Project: 0418-001-01-CD.dwg  
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Plot Date: 02/05/2024  
 Drawing: E:\Projects\0418\_Brown's\_Ck\_Pk\_Restoration\GIS\Map\0418\_0418-CD.dwg  
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 40041\_0418-XBASE  
 40041\_0418-XBASE  
 40041\_0418-XBASE  
 40041\_0418-XBASE  
 40041\_0418-XBASE

**EOR** water ecology community

EMMONS & OLIVIER RESOURCES, INC.  
 1919 UNIV. AVE. W. #300 ST. PAUL, MN 55108  
 TEL: 651.418.1400 FAX: 651.418.1401  
 WWW.EOR.COM

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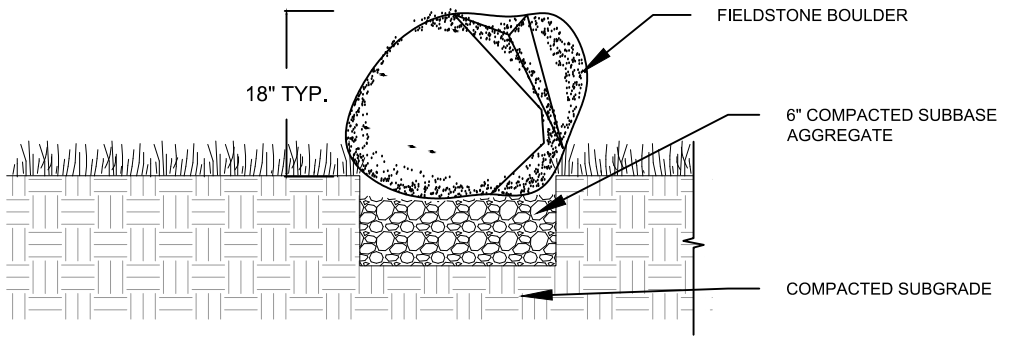
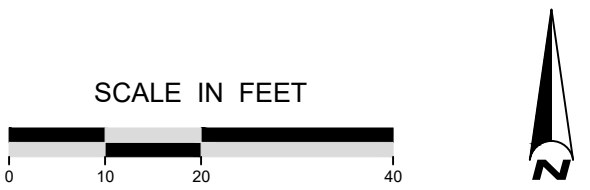
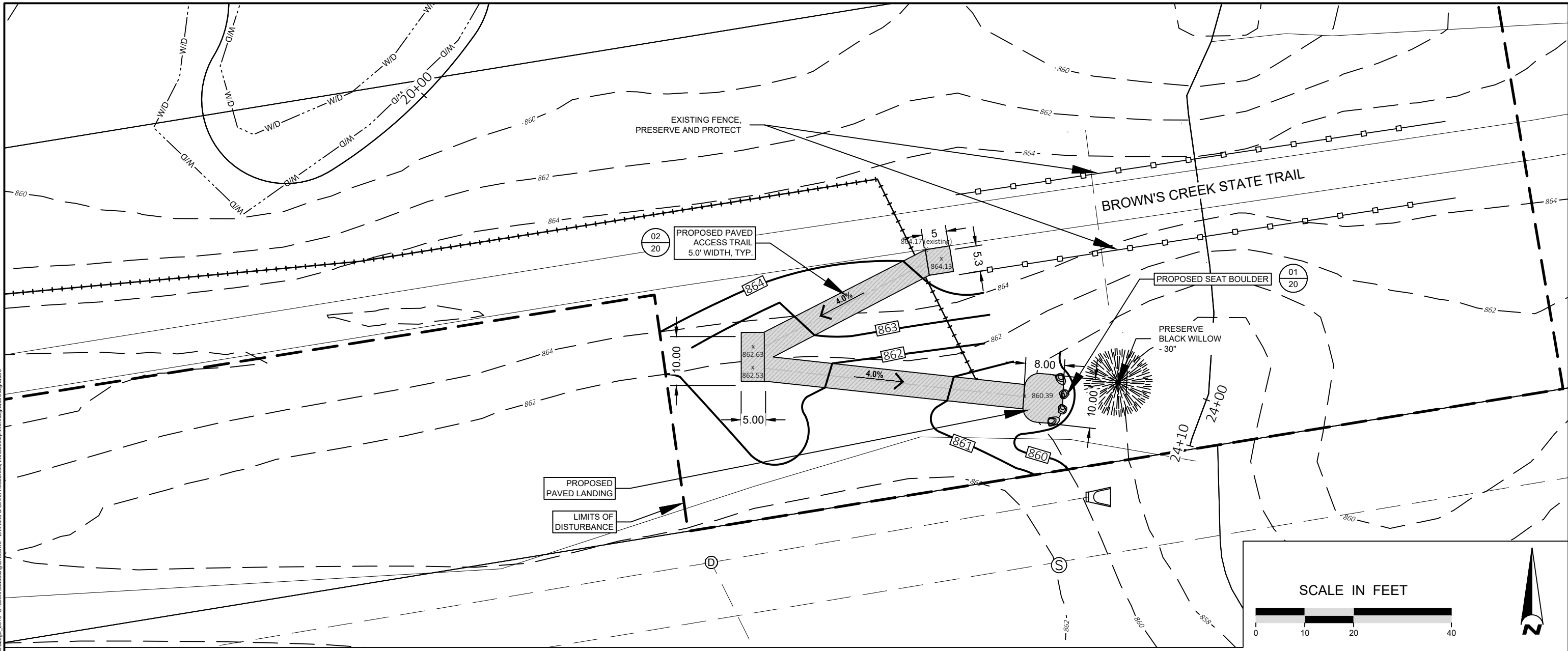
DESIGNED BY: EOR  
 DRAWN BY: DEM  
 CHECKED BY: MJM  
 EOR JOB #0041-0418

**BROWN'S CREEK WATERSHED DISTRICT**

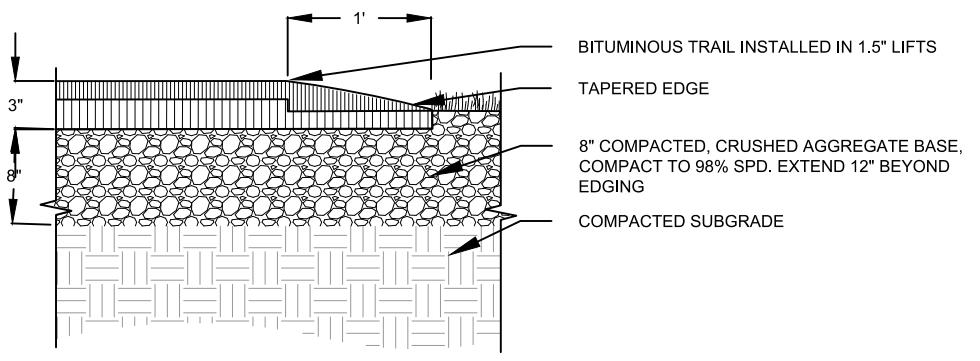
CLIENT PROJECT #XXX-XXXX

**BROWN'S CREEK PARK STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

PROPOSED PLAN & PROFILE - 4  
 SHEET 19 OF 28



**01**  
**20** SEAT BOULDER DETAIL  
NOT TO SCALE



**02**  
**20** BITUMINOUS TRAIL DETAIL  
NOT TO SCALE

Plot Date: 02/05/2024  
 Drawing: E:\Projects\0418\_Brown's\_Ck\_Pk\_Restoration\_GNIS\0418\_CD.dwg  
 User: emmons\jacob@emmons.com  
 Title: ADA ACCESS TRAIL SURFACE  
 40041\_0418-XBASE  
 40041\_0418-FBASE  
 40041\_0418-LBASE  
 Seat Boulder - images - images11  
 Seat Boulder - images - images11

**EOR** water ecology community  
 EMMONS & OLIVIER RESOURCES, INC.  
 1919 UNIV. AVE. W. #300 ST. PAUL, MN 55104  
 TEL: 651.418.1800 FAX: 651.418.1801  
 WWW.EOR.COM

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*Daniel E. Mossing*  
 DANIEL E. MOSSING DATE: 2/5/2024 LICENSE #57796

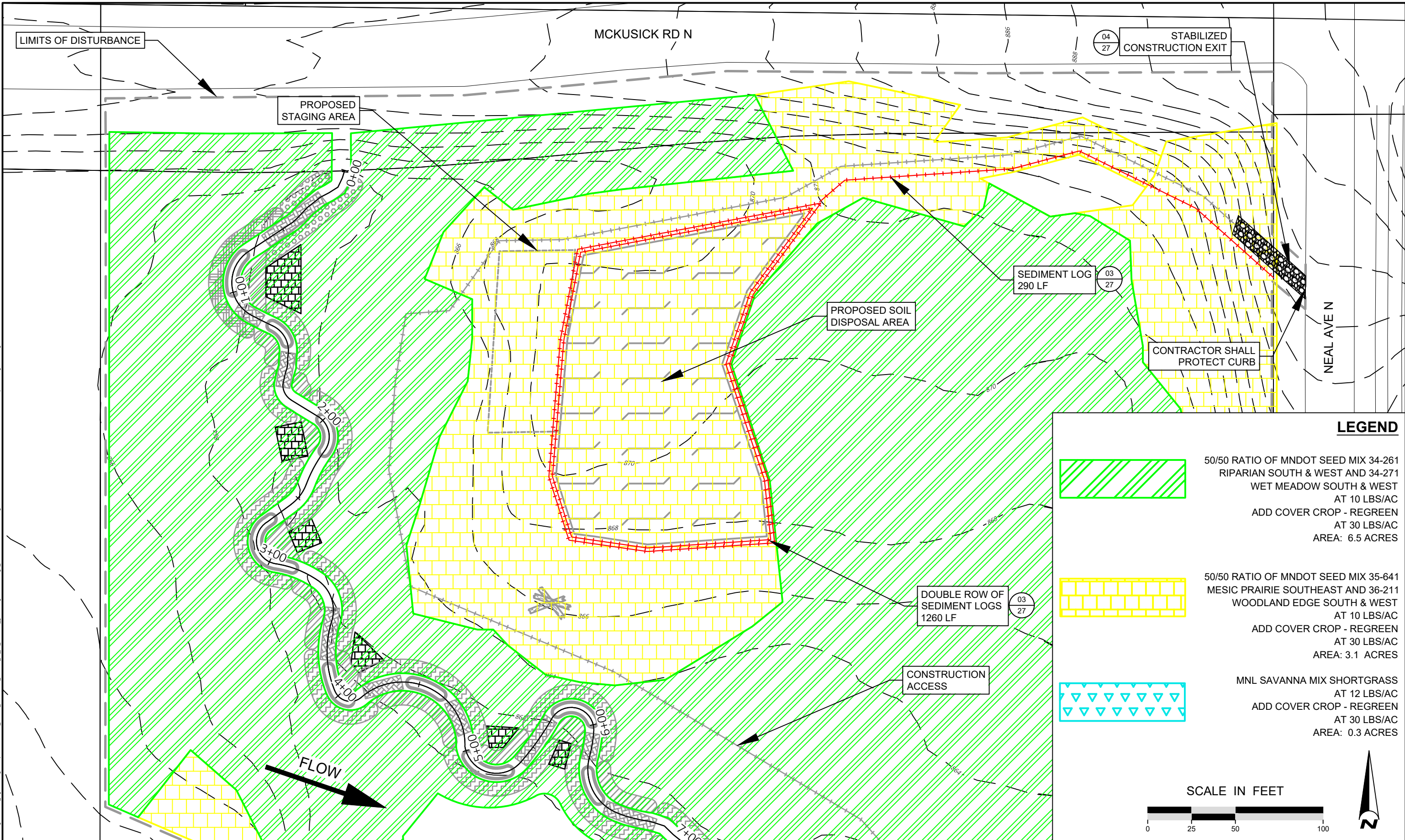
DATE	NO.	DESCRIPTION
2/5/2024	1	FINAL DESIGN PLAN SET
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DESIGNED BY: EOR  
 DRAWN BY: DEM  
 CHECKED BY: MJM  
 EOR JOB #0041-0418

**BROWN'S CREEK WATERSHED DISTRICT**  
 CLIENT PROJECT #XXX-XXXX

**BROWN'S CREEK PARK STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

PROPOSED ADA ACCESS TRAIL  
 SHEET 20 OF 28



Plot Date: 02/05/2024  
 Drawing: emmons\_oliver\_resources\0418\_Brown's\_Ck\_Pk\_Restor\09\_GIS\Map\0418\_0418-CD.dwg  
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 40041\_0418-XBASE  
 40041\_0418-XBASE  
 40041\_0418-LBASE  
 40041\_0418-LBASE  
 40041\_0418-LBASE

**EO** **water ecology community**  
 EMMONS & OLIVIER RESOURCES, INC.  
 1919 UNIV. AVE. W. #300 ST. PAUL, MN  
 TEL: 651-418-1818 FAX: 651-418-1818  
 www.emmons-oliver.com

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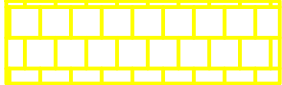

DESIGNED BY: EOR  
 DRAWN BY: DEM  
 CHECKED BY: MJM  
 EOR JOB #0041-0418

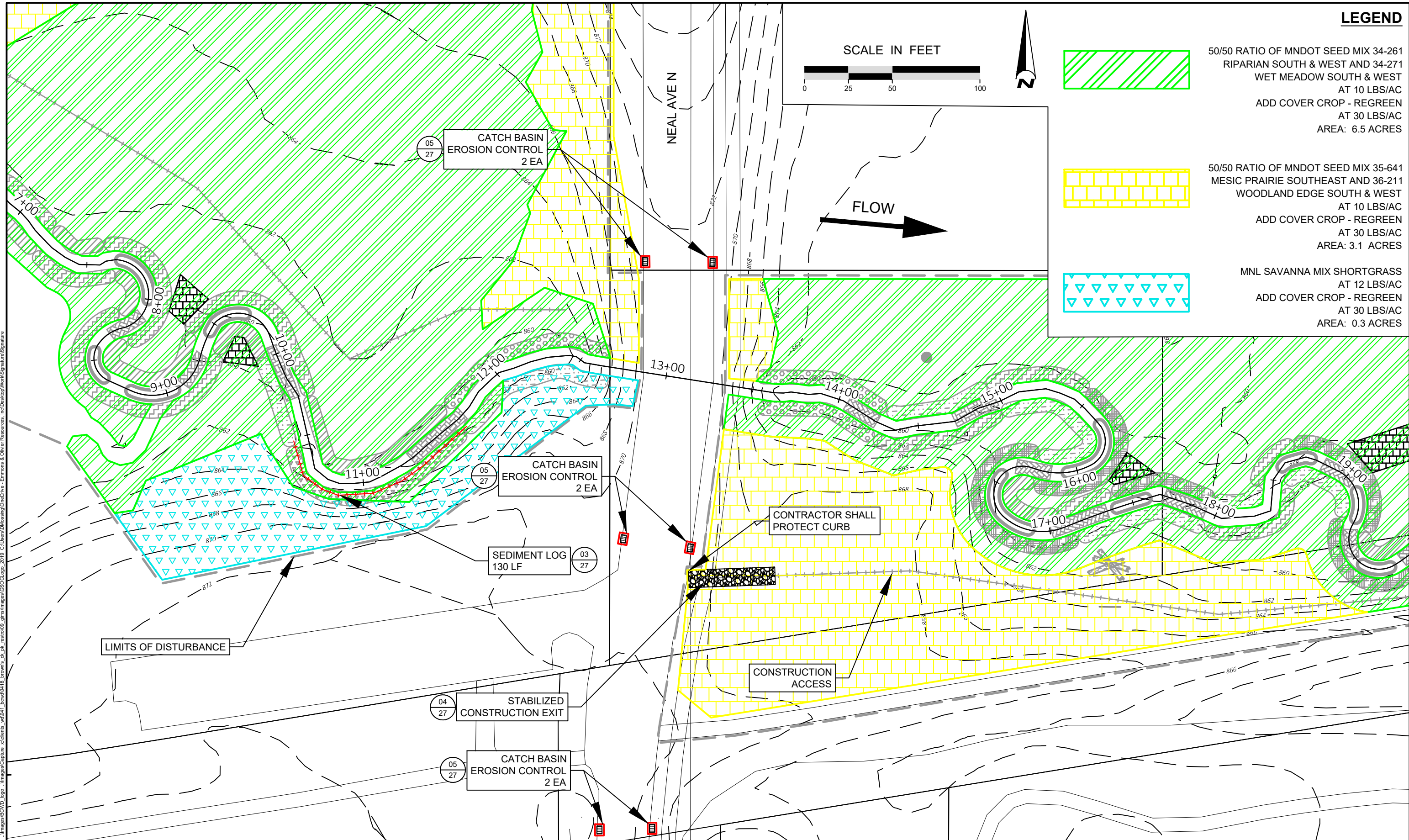
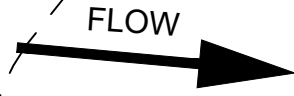
**BROWN'S CREEK WATERSHED DISTRICT**  
 CLIENT PROJECT #XXX-XXXX

**BROWN'S CREEK PARK STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

**ESC & RESTORATION PLAN 1**  
 SHEET 21 OF 28

**LEGEND**

- 
 50/50 RATIO OF MNDOT SEED MIX 34-261  
 RIPARIAN SOUTH & WEST AND 34-271  
 WET MEADOW SOUTH & WEST  
 AT 10 LBS/AC  
 ADD COVER CROP - REGREEN  
 AT 30 LBS/AC  
 AREA: 6.5 ACRES
  
- 
 50/50 RATIO OF MNDOT SEED MIX 35-641  
 MESIC PRAIRIE SOUTHEAST AND 36-211  
 WOODLAND EDGE SOUTH & WEST  
 AT 10 LBS/AC  
 ADD COVER CROP - REGREEN  
 AT 30 LBS/AC  
 AREA: 3.1 ACRES
  
- 
 MNL SAVANNA MIX SHORTGRASS  
 AT 12 LBS/AC  
 ADD COVER CROP - REGREEN  
 AT 30 LBS/AC  
 AREA: 0.3 ACRES



Plot Date: 02/05/2024  
 Drawing: EOR\_001\_BCMWD0418\_Brown's\_Ck\_Pk\_Restor09\_GNIS.dwg  
 Drawing Title: ESC & RESTORATION PLAN SURFACE  
 40041\_0418-XBASE  
 40041\_0418-FBASE  
 40041\_0418-LBASE  
 User: emmons  
 Plot: EOR\_001\_BCMWD0418\_Brown's\_Ck\_Pk\_Restor09\_GNIS.dwg

**EOR** water ecology community  
 EMMONS & OLIVIER RESOURCES, INC.  
 1919 UNIV. AVE. W. #300 ST. PAUL, MN  
 TEL: 612-418-1818 FAX: 612-418-1818  
 www.eor.com

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DESIGNED BY: EOR  
 DRAWN BY: DEM  
 CHECKED BY: MJM  
 EOR JOB #0041-0418



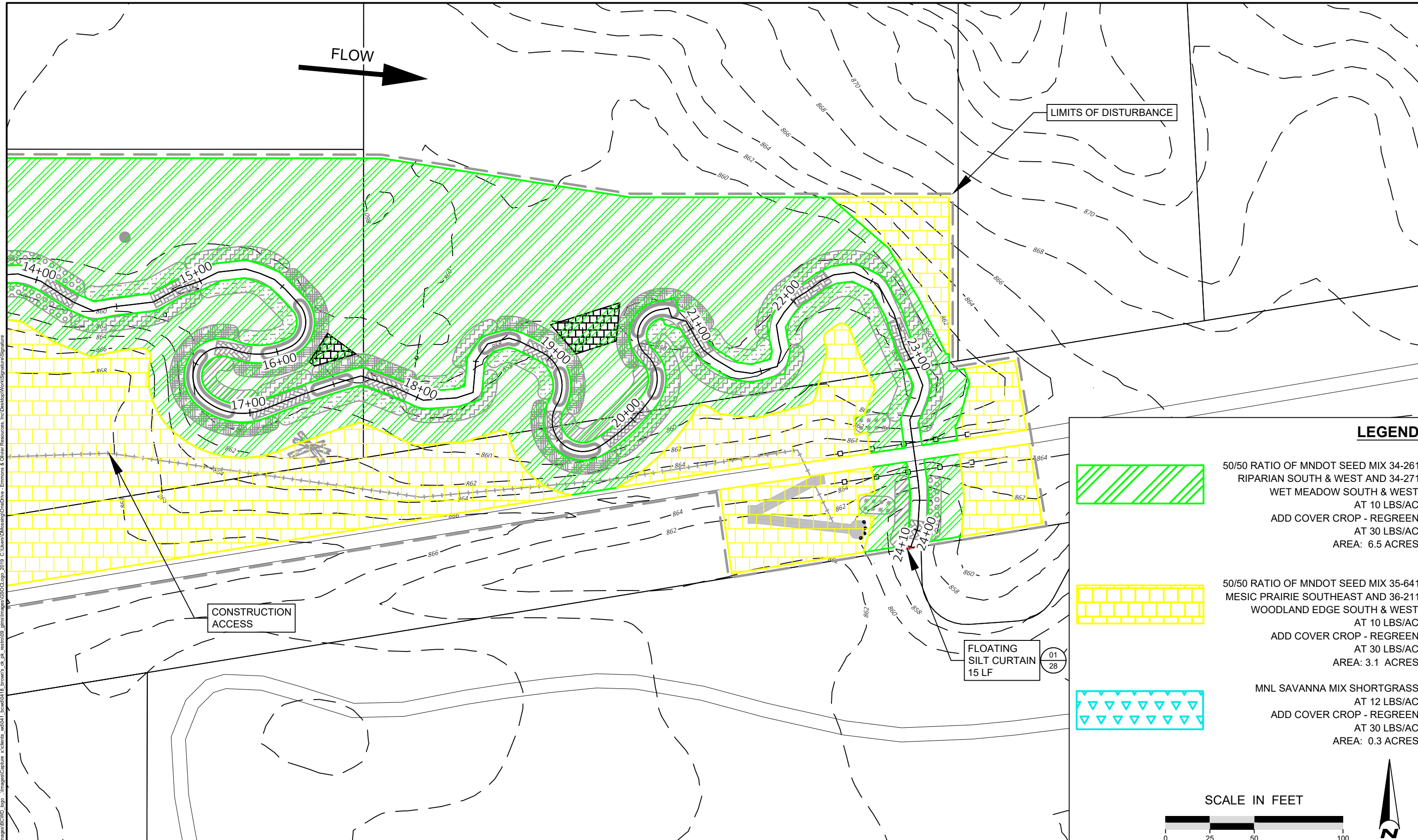
**BROWN'S CREEK WATERSHED DISTRICT**  
 CLIENT PROJECT #XXX-XXXX

**BROWN'S CREEK PARK STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

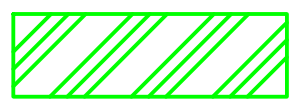
**ESC & RESTORATION PLAN 2**  
 SHEET 22 OF 28

FLOW 

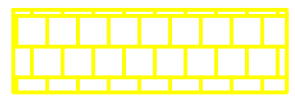
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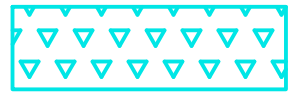
**LEGEND**



50/50 RATIO OF MNDOT SEED MIX 34-261  
RIPARIAN SOUTH & WEST AND 34-271  
WET MEADOW SOUTH & WEST  
AT 10 LBS/AC  
ADD COVER CROP - REGREEN  
AT 30 LBS/AC  
AREA: 6.5 ACRES



50/50 RATIO OF MNDOT SEED MIX 35-641  
MESIC PRAIRIE SOUTHEAST AND 36-211  
WOODLAND EDGE SOUTH & WEST  
AT 10 LBS/AC  
ADD COVER CROP - REGREEN  
AT 30 LBS/AC  
AREA: 3.1 ACRES



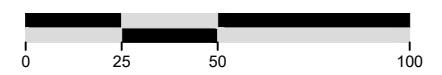
MNL SAVANNA MIX SHORTGRASS  
AT 12 LBS/AC  
ADD COVER CROP - REGREEN  
AT 30 LBS/AC  
AREA: 0.3 ACRES

FLOATING SILT CURTAIN  
15 LF

01  
28

CONSTRUCTION ACCESS

SCALE IN FEET



Plot Date: 02/05/2024  
 Drawing: E:\Projects\0418-BRWNS\0418-BRWNS\0418-CD.dwg  
 User: emm  
 Title: ESC & RESTORATION PLAN 3  
 40041\_0418-REBASE  
 40041\_0418-REBASE  
 40041\_0418-REBASE  
 40041\_0418-REBASE

**EO** **w** **a** **t** **e** **r**  
**e** **c** **o** **l** **o** **g** **y**  
**c** **o** **m** **m** **u** **n** **i** **t** **y**

EMMONS & OLIVIER RESOURCES, INC.  
1919 UNIV. AVE. W. #300 ST. PAUL, MN  
TEL: 651-418-1818 FAX: 651-418-1818  
www.eor.com

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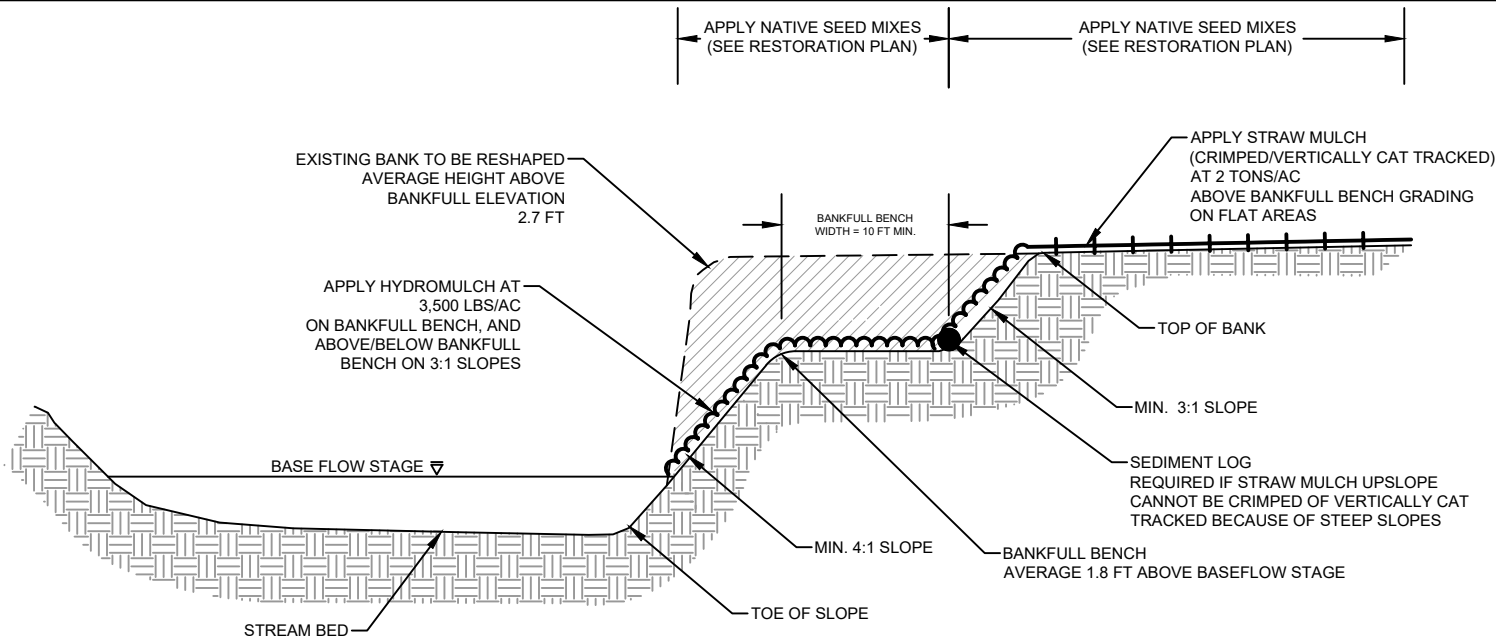
DESIGNED BY: EOR  
DRAWN BY: DEM  
CHECKED BY: MJM  
EOR JOB #0041-0418



BROWN'S CREEK WATERSHED DISTRICT  
CLIENT PROJECT #XXX-XXXX

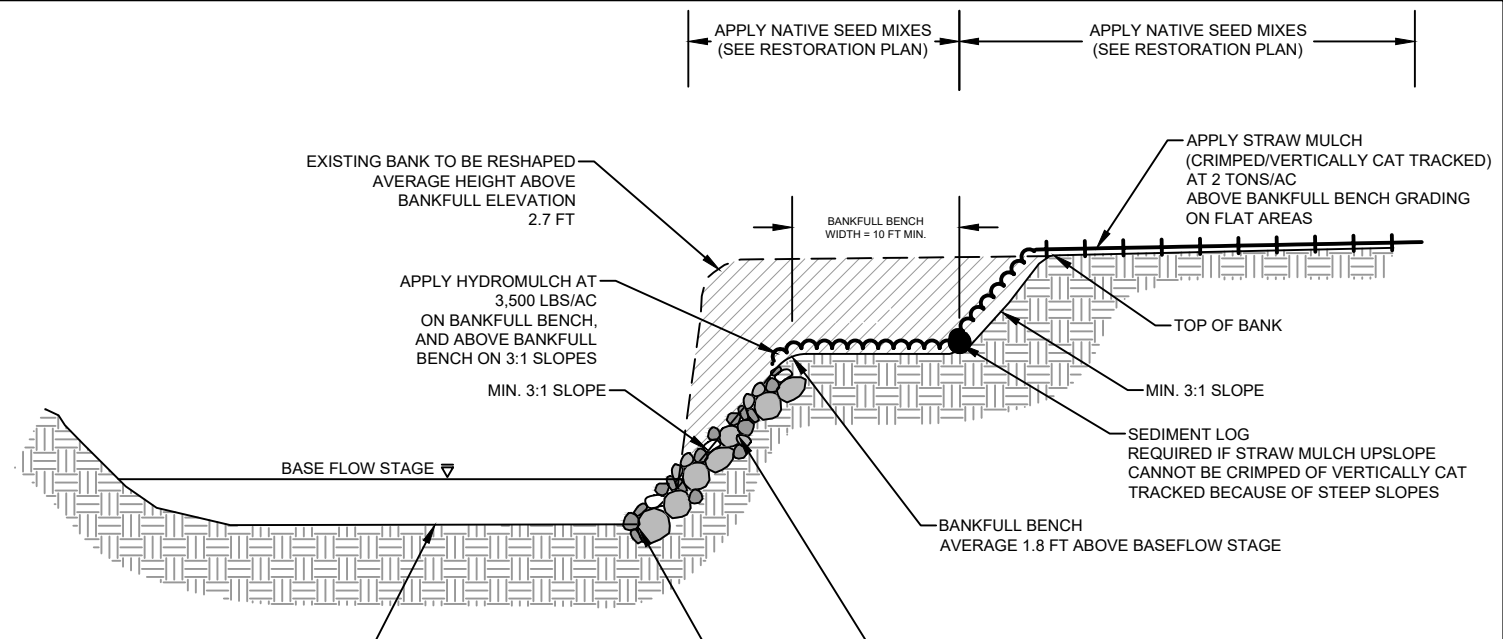
**BROWN'S CREEK PARK  
STREAM RESTORATION**  
WASHINGTON COUNTY, STILLWATER, MN  
BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

ESC & RESTORATION  
PLAN 3  
SHEET 23 OF 28



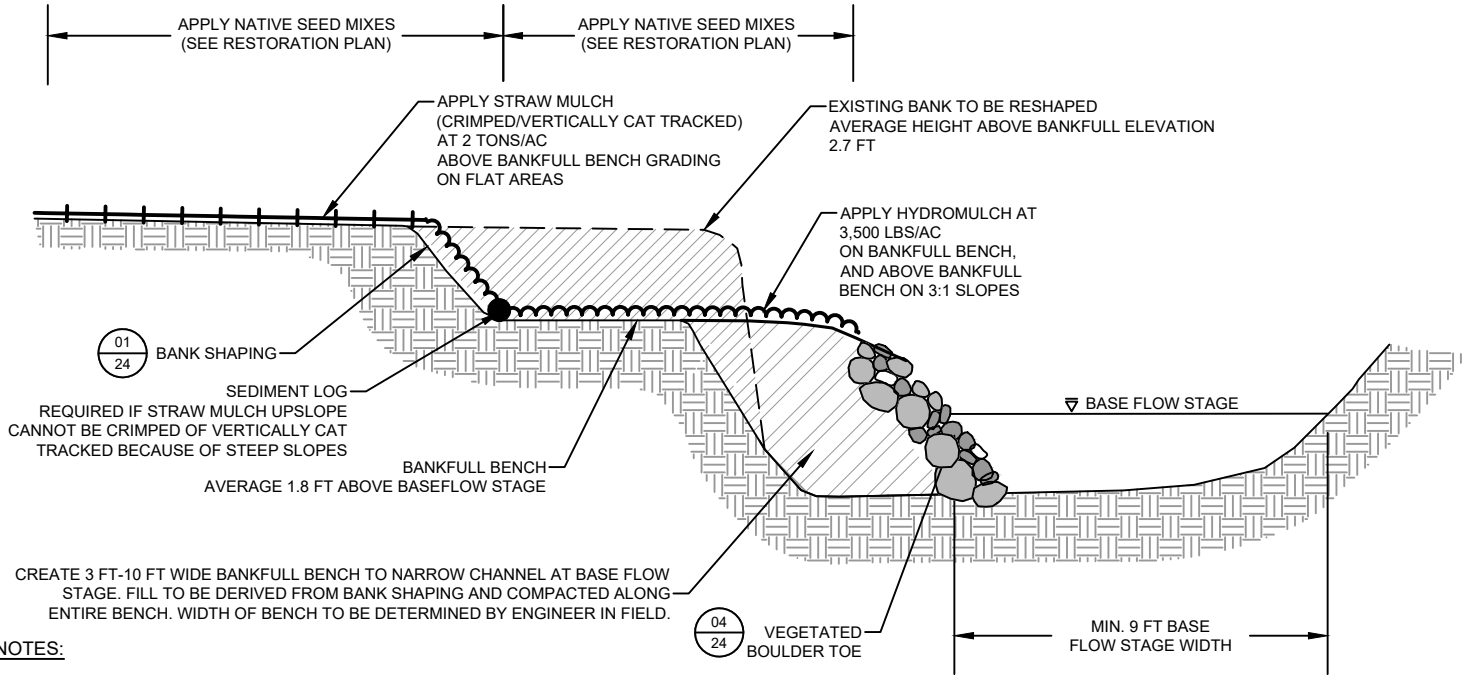
- NOTES:**
- APPLY COVER CROP (REGREEN) TO ALL DISTURBED AREAS AT A RATE OF 30 LBS/AC
  - REDUNDANT BMPS ARE:
    - 2.1 FLAT BANKFULL BENCH
    - 2.2 STRAW MULCH CRIMPED/VERTICAL CAT TRACKING ABOVE TOP OF BANK
  - (2) ROWS OF SEDIMENT LOGS SPACED 5 FEET APART AT TOE OF STEEP SLOPES IF CRIMPING/VERTICAL CAT TRACKING AND FLAT BANKFULL BENCH IS NOT FEASIBLE

**01 BANK SHAPING**  
24 NOT TO SCALE



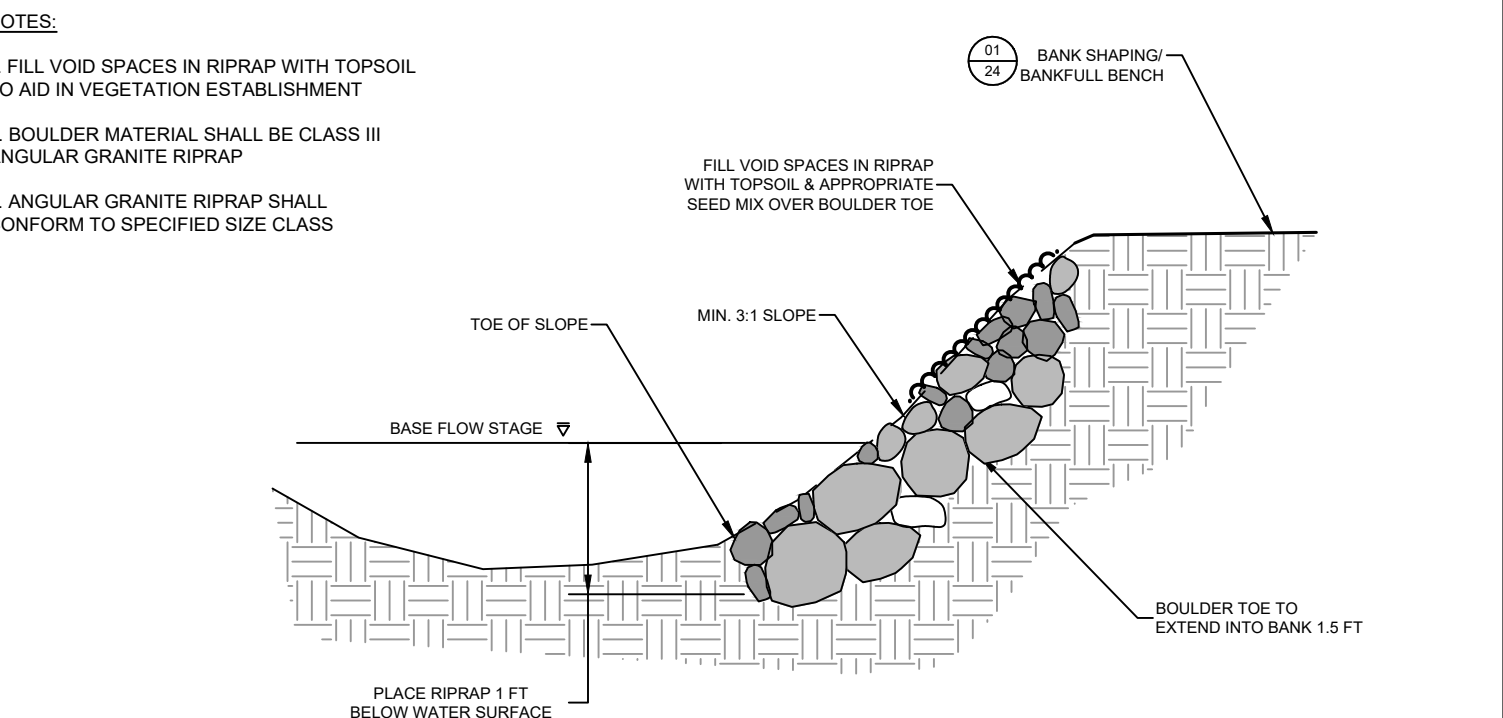
- NOTES:**
- APPLY COVER CROP (REGREEN) TO ALL DISTURBED AREAS AT A RATE OF 30 LBS/AC
  - REDUNDANT BMPS ARE:
    - 2.1 FLAT BANKFULL BENCH
    - 2.2 STRAW MULCH CRIMPED/VERTICAL CAT TRACKING ABOVE TOP OF BANK
  - (2) ROWS OF SEDIMENT LOGS SPACED 5 FEET APART AT TOE OF STEEP SLOPES IF CRIMPING/VERTICAL CAT TRACKING AND FLAT BANKFULL BENCH IS NOT FEASIBLE

**02 BANK SHAPING W/ VEGETATED BOULDER TOE**  
24 NOT TO SCALE



- NOTES:**
- APPLY COVER CROP (REGREEN) TO ALL DISTURBED AREAS AT A RATE OF 30 LBS/AC
  - REDUNDANT BMPS ARE:
    - 2.1 FLAT BANKFULL BENCH
    - 2.2 STRAW MULCH CRIMPED/VERTICAL CAT TRACKING ABOVE TOP OF BANK
  - (2) ROWS OF SEDIMENT LOGS SPACED 5 FEET APART AT TOE OF STEEP SLOPES IF CRIMPING/VERTICAL CAT TRACKING AND FLAT BANKFULL BENCH IS NOT FEASIBLE

**03 BANK SHAPING W/ CHANNEL NARROWING**  
24 NOT TO SCALE



- NOTES:**
- FILL VOID SPACES IN RIPRAP WITH TOPSOIL TO AID IN VEGETATION ESTABLISHMENT
  - BOULDER MATERIAL SHALL BE CLASS III ANGULAR GRANITE RIPRAP
  - ANGULAR GRANITE RIPRAP SHALL CONFORM TO SPECIFIED SIZE CLASS

**04 VEGETATED BOULDER TOE**  
24 NOT TO SCALE

Plot Date: 02/05/2024  
 Drawing: 0041\_BCMWD0418\_Brown's\_Ck\_Pk\_Restoration\_GNIS.dwg  
 User: JMM  
 Path: C:\Users\jmm\Desktop\0041\_BCMWD0418\_Brown's\_Ck\_Pk\_Restoration\_GNIS.dwg  
 Title: EOR water ecology community  
 Project: BROWN'S CREEK PARK STREAM RESTORATION  
 Sheet: 24 OF 28  
 Date: 2/5/2024  
 License: #57796

**EOR** water ecology community  
 EMMONS & OLIVIER RESOURCES, INC.  
 1919 UNIV. AVE. W. #300 ST. PAUL, MN  
 TEL: 651.441.1818 FAX: 651.441.1818  
 www.eor.com

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*Daniel E. Mossing*  
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DESIGNED BY: EOR  
 DRAWN BY: DEM  
 CHECKED BY: MJM  
 EOR JOB #0041-0418

**BROWN'S CREEK WATERSHED DISTRICT**

CLIENT PROJECT #XXX-XXXX

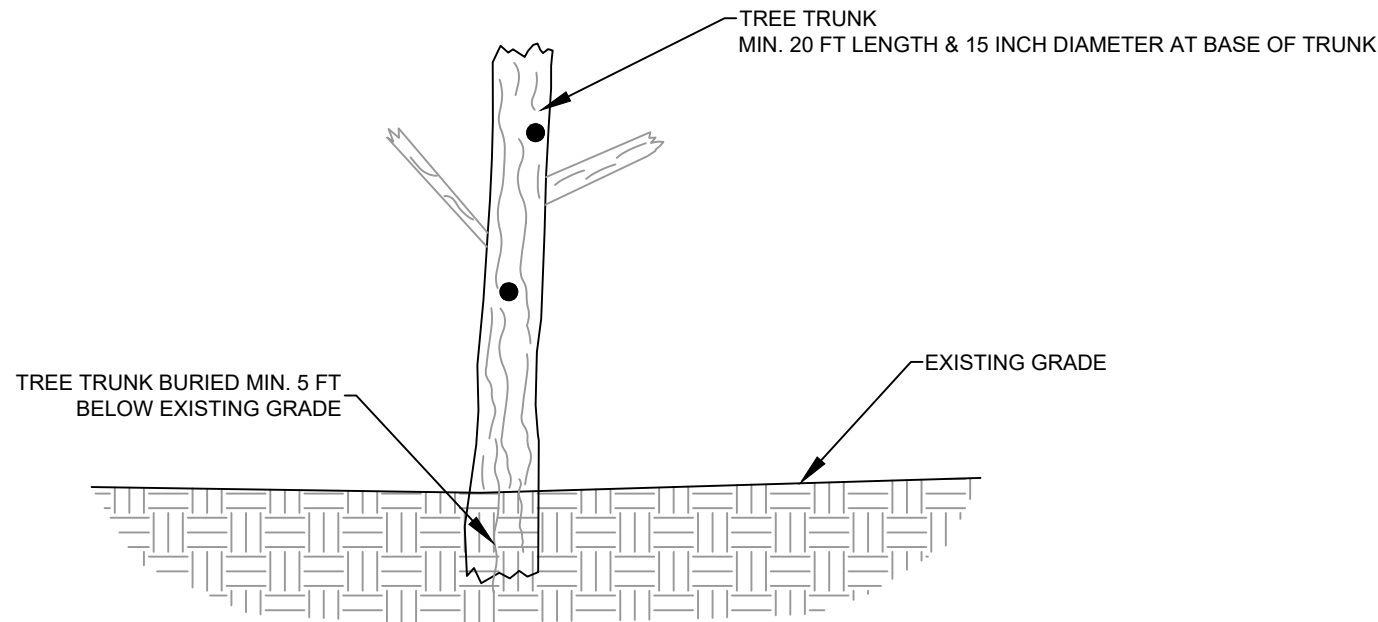
**BROWN'S CREEK PARK STREAM RESTORATION**  
 WASHINGTON COUNTY, STILLWATER, MN  
 BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

DETAILS - 1  
 SHEET 24 OF 28







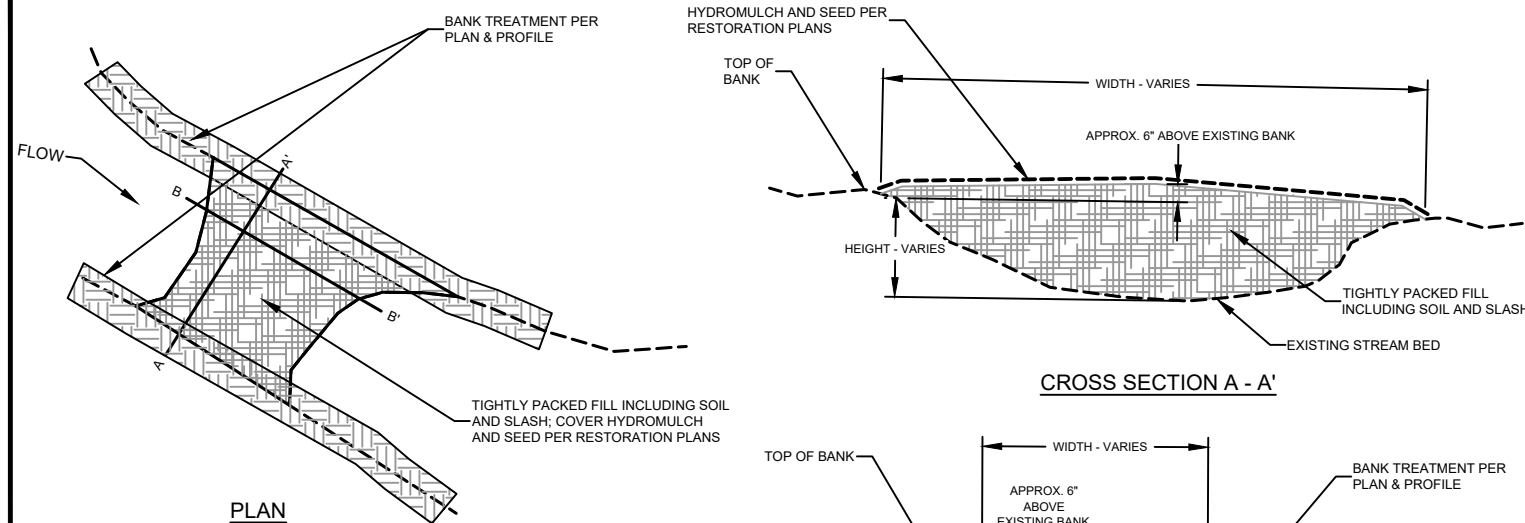


CROSS SECTION

NOTES:

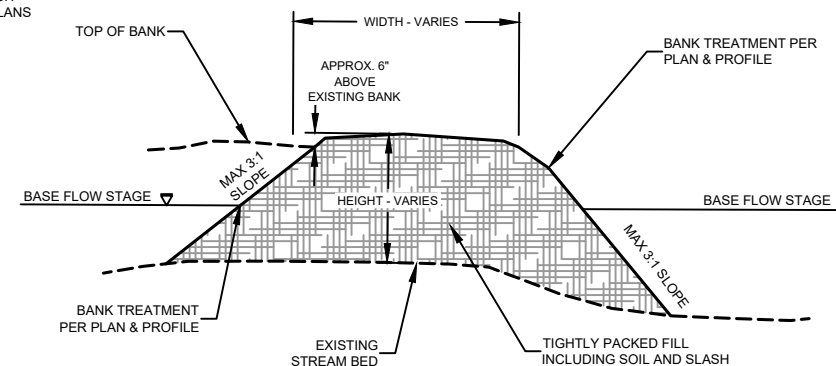
1. TRUNK LOCATION & PLACEMENT TO BE DIRECTED BY PROJECT ENGINEER IN THE FIELD. INSTALLATION OF SNAG TREE SHOULD BE CONDUCTED USING AN EXCAVATOR.
2. TRUNK SHALL BE SOURCED FROM A DEAD TREE, IDEALLY WITH SIGNS OF DECAY, CAVITIES, OR LOOSE BARK.
3. PRESERVE ANY BRANCHES AND BARK AS MUCH AS POSSIBLE DURING INSTALLATION.
4. COMPACT SOIL AROUND TREE TRUNK USING EXCAVATOR BUCKET.

01 SNAG TREE  
27 NOT TO SCALE



PLAN

CROSS SECTION A - A'

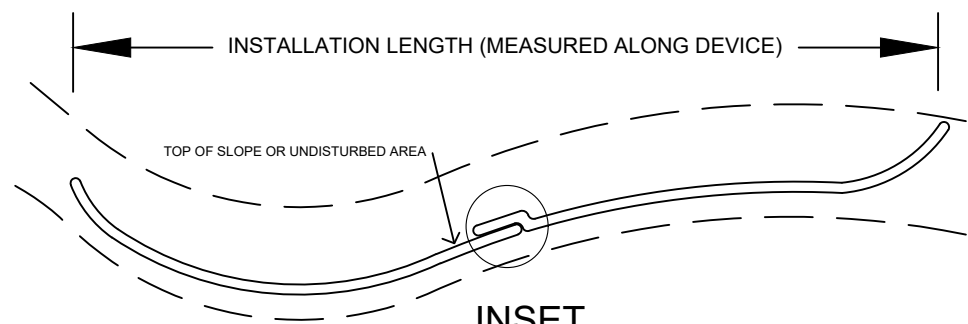


CROSS SECTION B - B'

NOTES:

- 1) ALL MATERIALS SHALL BE CONSIDERED INCIDENTAL TO EXCAVATION.
- 2) UTILIZE SOILS FROM BANK SHAPING ACTIVITIES AND SLASH AS NEEDED FOR FILL.
- 3) SOIL PLUG TO BE TIGHTLY COMPACTED WITH MACHINERY ON-SITE (I.E. EXCAVATOR OR BULLDOZER TRACKING OVERTOP MULTIPLE TIMES)

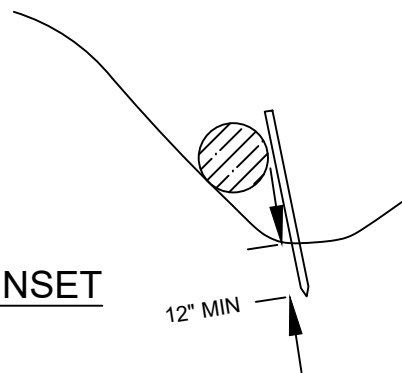
02 CHANNEL PLUG  
27 NOT TO SCALE



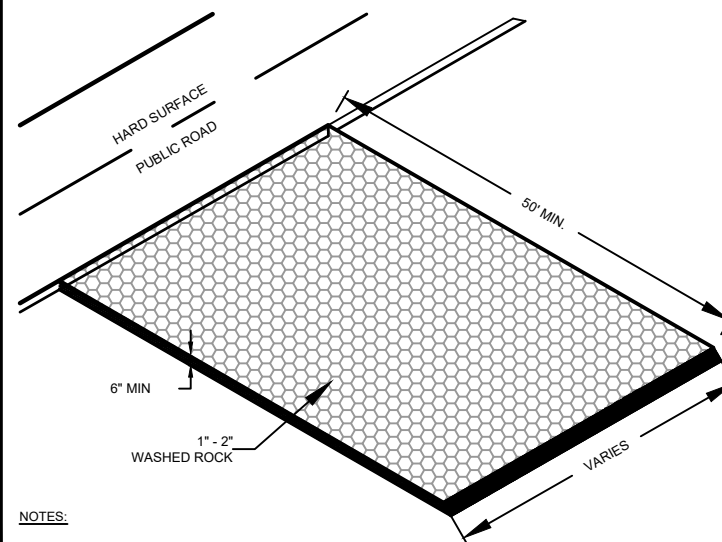
INSET

1. SEDIMENT LOGS SHOULD BE 6" CURLEX SEDIMENT LOG WITH BIODEGRADABLE CONTAINMENT MATERIAL (OR APPROVED EQUIVALENT)
2. SEDIMENT CONTROL LOGS MAY BE REQUIRED ALONG ACCESS ROUTES AND/OR DOWNSLOPE OF STOCKPILES, AS DEEMED NECESSARY BY ENGINEER
3. SEDIMENT CONTROL LOGS MUST BE 100% BIODEGRADABLE. SYNTHETIC NETTING OR PHOTODEGRADABLE NETTING WILL NOT BE ACCEPTED
4. SPACE STAKES AT 1"x1" NOMINAL WOOD STAKES AT 8 FOOT MAXIMUM SPACING
5. INSTALL SLOPE PROTECTION PERPENDICULAR TO SLOPE (PARALLEL TO CONTOURS). OVERLAP JOINTS PER DETAIL 'A'. RUN THE LAST 10 FEET OF EACH DEVICE UP THE SLOPE TO PREVENT FLOW RUNAROUND
6. STAKES ARE NOT TO PROTRUDE THROUGH LOGS, BUT RATHER PLACED ON THE DOWNSTREAM SIDE AT A 45 DEGREE ANGLE SO AS TO "PINCH" THE LOG TIGHT TO THE GROUND SURFACE

INSET



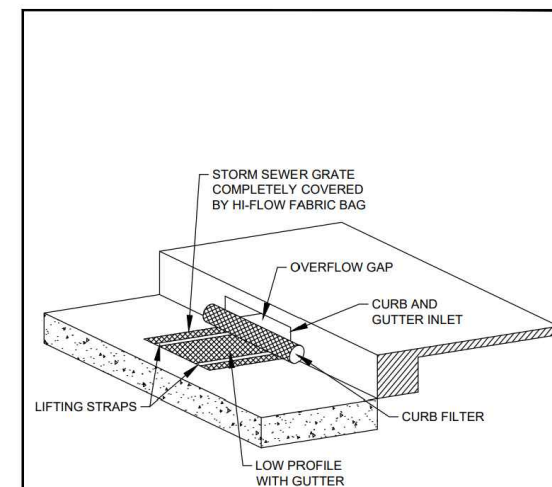
03 SEDIMENT CONTROL LOG  
27 NOT TO SCALE



NOTES:

1. IF STABILIZED CONSTRUCTION EXITS ARE LOCATED IN SATURATED SOILS, CONTRACTOR SHALL PLACE GEOTEXTILE FABRIC UNDERNEATH ROCK TO PREVENT SETTLING.
2. ROCK CONSTRUCTION ENTRANCE SHALL BE MAINTAINED FOR THE DURATION OF THE CONSTRUCTION PROCESS.
3. CONTRACTOR IS RESPONSIBLE FOR REMOVAL & RESTORATION AT COMPLETION OF PROJECT.
4. ALTERNATIVE CONSTRUCTION ENTRANCE MAY BE UTILIZED AFTER APPROVAL BY OWNERS REPRESENTATIVE/ ENGINEER.

04 STABILIZED CONSTRUCTION EXIT  
27 NOT TO SCALE



\* INSTALL CATCH BASIN INLET PROTECTION DEVICE MANUFACTURED BY DANDY PRODUCTS OR APPROVED EQUAL.



CATCH BASIN EROSION CONTROL DETAIL 2	DATE OF REVISION	STANDARD PLATE NO.
	FEBRUARY 2023	4110

05 CATCH BASIN EROSION CONTROL  
27 NOT TO SCALE

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

*Daniel Mossing*  
DANIEL E. MOSSING DATE: 2/5/2024 LICENSE #57796

DATE	NO.	DESCRIPTION
2/5/2024	1	FINAL DESIGN PLAN SET
	2	
	3	
	4	
	5	
	6	

DESIGNED BY: EOR  
DRAWN BY: DEM  
CHECKED BY: MJM



EOR JOB #0041-0418 CLIENT PROJECT #XXX-XXXX

BROWN'S CREEK PARK  
STREAM RESTORATION

WASHINGTON COUNTY, STILLWATER, MN

BROWN'S CREEK WATERSHED DISTRICT OAKDALE, MN 55128

DETAILS - 4

SHEET 27 OF 28



<b>Project Name</b>	Brown's Creek Park Restoration Project	<b>Date</b>	2/9/2024
<b>To / Contact info</b>	BCWD Board of Managers		
<b>Cc / Contact info</b>	Karen Kill, District Administrator		
<b>From / Contact info</b>	Mike Majeski, Dan Mossing, P.E.		
<b>Regarding</b>	Request for Authorization to Solicit Bids		

The purpose of this memorandum is to request authorization to solicit bids for construction of the Brown's Creek Park Restoration Project.

**Background**

The BCWD has been working closely with the Minnesota Department of Natural Resources (Waters, Fisheries, and Trails) and the City of Stillwater to identify opportunities to improve the riparian vegetation and aquatic biota in Brown's Creek. The proposed project includes restoring approximately 2,000 linear feet of Brown's Creek from McKusick Road North (west of Neal Ave) to the Brown's Creek State Trail. BCWD held a public hearing and ordered the project at the September 2023 regular board meeting.

Following the September board meeting, the BCWD released an Environmental Assessment Worksheet (EAW) for public review in November 2023 and finalized the EAW in December 2023 after all public comments were received and addressed. BCWD adopted a record of decision for the EAW for the Brown's Creek Restoration Project and made a negative declaration on the need for an environmental impact statement on January 10, 2024.

**Final Project Implementation**

The proposed stream restoration project is expected to reduce 25.4 tons of sediment and 22.9 pounds of total phosphorus per year from entering the creek and downstream resources (St. Croix River).

**Project Cost and Funding**

The table below summarizes estimated project costs for implementation. The project includes an option to construct a trail spur that is compliant with the Americans With Disabilities Act off the Brown's Creek State Trail to minimize erosion and improve public access to the creek. The cost of the spur is estimated at \$20,510 and that amount is included in the total estimated construction cost below. The BCWD was awarded a federal 319 grant through the Minnesota Pollution Control Agency to implement the project in the amount of \$320,700, leaving the watershed-wide levy to contribute \$213,800.

Description	Construction Cost + Add Alternate	Engineering & Admin	Project Total	Grant	Levy
Feasibility/Final Design/Construction	\$430,100	\$104,400	\$534,500	\$320,700	\$213,800

## Project Permitting

The following permits are required for this project and status updates are provided below. All permit applications have been submitted and a number of approvals are pending. Due to the compressed timeline of this project, the engineer and administrator recommend that the board authorize solicitation of bids before all permits have been approved. Correspondence with permitting agencies and landowners indicates that there are no significant anticipated issues with permits and agreements to be approved prior to construction in the spring/summer of 2024.

Entity	Permit Required	Permit Update (02/09/2024)
City of Stillwater	Floodplain / No-Rise Certification	Submitted, approval pending
United States Army Corps of Engineers	Nationwide Permit	Submitted and Approved (BCB 20230104 NWP 27)
Minnesota Department of Natural Resources	Public Waters Work Permit	Submitted, approval pending acceptance of no-rise certification from City of Stillwater
BCWD	Watershed rule review	Compliance verified
MPCA	NPDES Permit	Contractor to secure (TBD)

## Board Action

1. Authorize the administrator to solicit bids for construction of the Brown's Creek Restoration Project.

<b>Project Name</b>	Brown's Creek Cove Restoration Project	<b>Date</b>	2/5/2024
<b>To / Contact info</b>	BCWD Board of Managers		
<b>Cc / Contact info</b>	Karen Kill, District Administrator		
<b>From / Contact info</b>	Mike Majeski, Dan Mossing, P.E.		
<b>Regarding</b>	Brown's Creek Cove Feasibility & Concept Design		

## Background

During routine stream assessments conducted in Brown's Creek between 2021 and 2022, EOR identified degraded stream conditions and poor riparian vegetation along an approximate 1,950-foot reach between the Millbrook Homeowners Association (HOA) and McKusick Road North (Figure 1). Degraded stream conditions identified in this stream segment included channel incision and subsequent floodplain abandonment, bank erosion, instream sedimentation, limited instream habitat for fish and macroinvertebrates, and poor riparian vegetation due to prevalence of woody invasive species. The purpose of this memo is to provide a scope of services to determine the feasibility of a project at this location, and to advance field data collection and concept level design to determine high-level project costs to seek project funding.

## Scope of Services

### *Landowner Outreach*

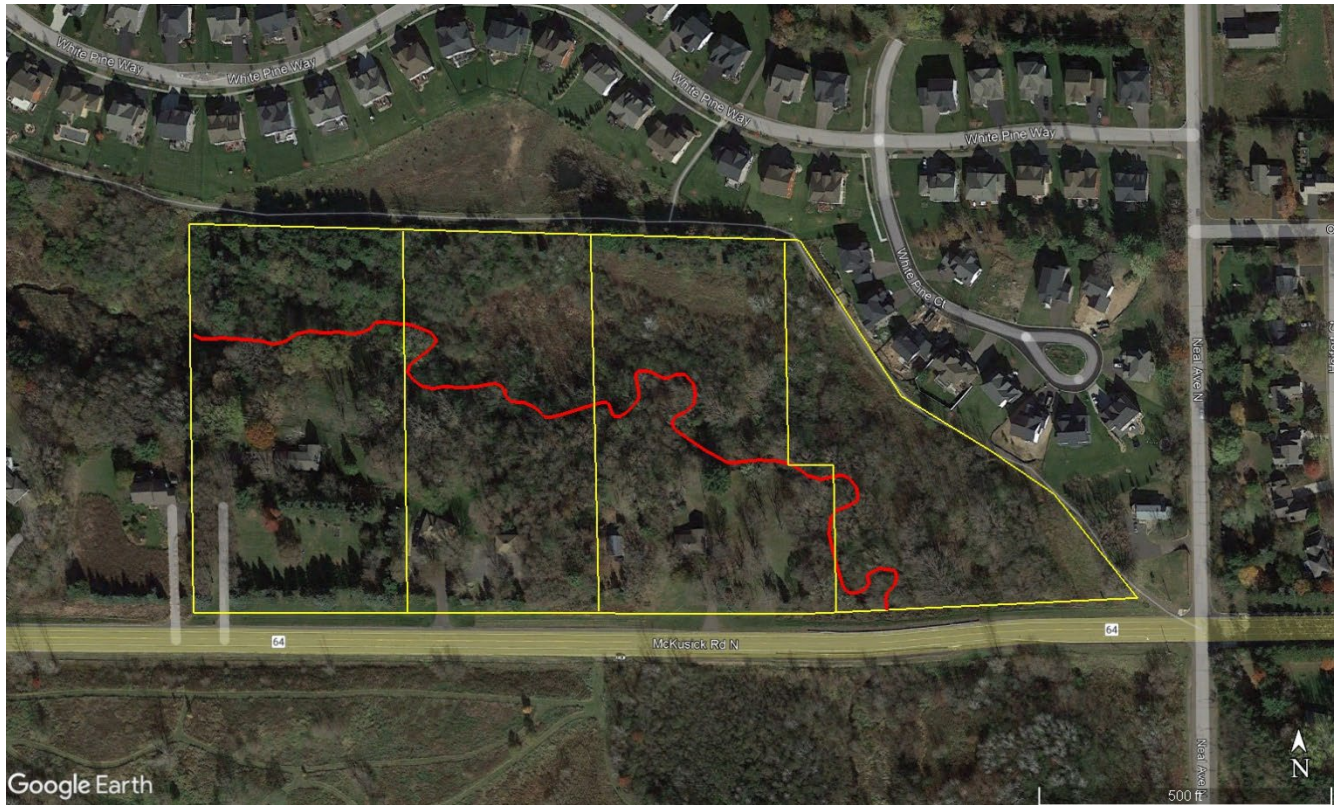
The proposed project would extend over four private parcels (Table 1). EOR will collaborate with BCWD staff to conduct landowner outreach to determine interest in a potential stream and riparian corridor restoration project on their property. EOR will develop materials to facilitate project discussion and will attend field or virtual meetings with landowners if requested.

### *Field Data Collection*

A geomorphic survey of the project reach will be conducted to determine the stream bed and water surface slopes, cross sectional areas, bankfull discharge, channel dimensions, and floodplain elevations to inform the concept design and location of potential instream habitat features. The field effort will also include a bank erosion hazard index (BEHI) survey to measure bank erosion rates that will be used to develop pollutant loading estimates from the project reach.

### *Concept Design, High-Level Project Costs, and Draft Memo*

A concept design will be completed following analysis of the geomorphic data. Included in the design will be the locations of proposed grade control riffles, streambank protection areas, and extents of riparian vegetation restoration. High-level engineering and construction cost estimates and pollutant loading calculations will be developed for use in securing grant funds to support the project. A technical memo will be prepared describing the existing creek conditions, proposed restoration options, bank erosion rates and subsequent pollutant loading estimates, and high-level construction costs. This information will be presented to the BCWD Board.



**Figure 1. Potential Brown's Creek restoration project (red line) between the Millbrook HOA property and McKusick Road North. Yellow lines are approximate parcel boundaries.**

**Table 1. Parcel Data (listed west to east)**

<b>Parcel ID</b>	<b>NAME</b>	<b>ADDRESS</b>
1903020130002	HOLLAND FAMILY REV LIV TRS	12720 MCKUSICK RD N, STILLWATER, MN 55082
1903020140006	BROCHMAN MICHAEL R TRS & CHERYL M BROCHMAN TRS	12770 MCKUSICK RD N, STILLWATER, MN 55082
1903020140005	STONE TRS	12850 MCKUSICK RD N, STILLWATER, MN 55082
1903020140060	BROWNS CREEK COVE HOMEOWNERS ASSOC INC	1836 WHITE PINE CT, STILLWATER, MN 55082



## Cost Estimate

Table 2 summarizes the breakdown of tasks and estimated hours to conduct landowner outreach, field data collection, and develop a concept design, high-level engineering and construction cost estimates, and a technical memo.

**Table 2. Cost estimate for the Brown's Creek Cove concept design scope**

TASK	HOURS	ESTIMATED COST*
1. Public Outreach with BCWD Staff, Provide Materials for Landowner Engagement	12	\$2,482
2. Conduct Geomorphic Survey, Quantify Bank Erosion and Pollutant Loading Estimates for Potential Grant Funds	28	\$4,605
3. Develop Concept Design and High-Level Cost Estimates, Draft Project Memo, Board Presentation, and Project Management	58	\$10,228
<b>TOTAL</b>	<b>98</b>	<b>\$17,315</b>

\* Estimated cost includes mileage & expenses.

## Next Steps

1. Assuming the Board is interested in advancing this scope of services:
  - a. Conduct outreach with the four landowners to gauge interest in the stream project.
  - b. If the landowner is interested in the project, obtain permission to collect preliminary field data (geomorphic survey and bank erosion estimates).

## Board Action

1. Approve Task 1 for \$2,482 from account 947-0022 to conduct landowner outreach for the four parcels along the proposed stream project. Remaining tasks to be determined / refined following results from the landowner outreach effort.

<b>Project Name</b>	Marketplace District Reuse-Phase 2, System Plan	<b>Date</b>	02/08/2024
<b>To / Contact info</b>	BCWD Board of Managers		
<b>Cc / Contact info</b>	Karen Kill, District Administrator		
<b>From / Contact info</b>	Brett Emmons, PE; Kajol Annaduzzaman, PhD; Camilla Correll, PE; Ryan Fleming, PE		
<b>Regarding</b>	Scope of Services for Marketplace District Reuse System Plan		

## INTRODUCTION

This memo outlines a scope of services to advance the earlier work in 2022 - 2023 on exploring a regional/district approach to stormwater management based on reuse (Figure 1) in order to provide multiple benefits. The initial investigation found favorable results and indicated some promising opportunities; however, several assumptions and unknowns still need to be quantified. Advancing the analysis further into a more specific system plan of a district reuse system is needed as a next step and is outlined in these tasks.

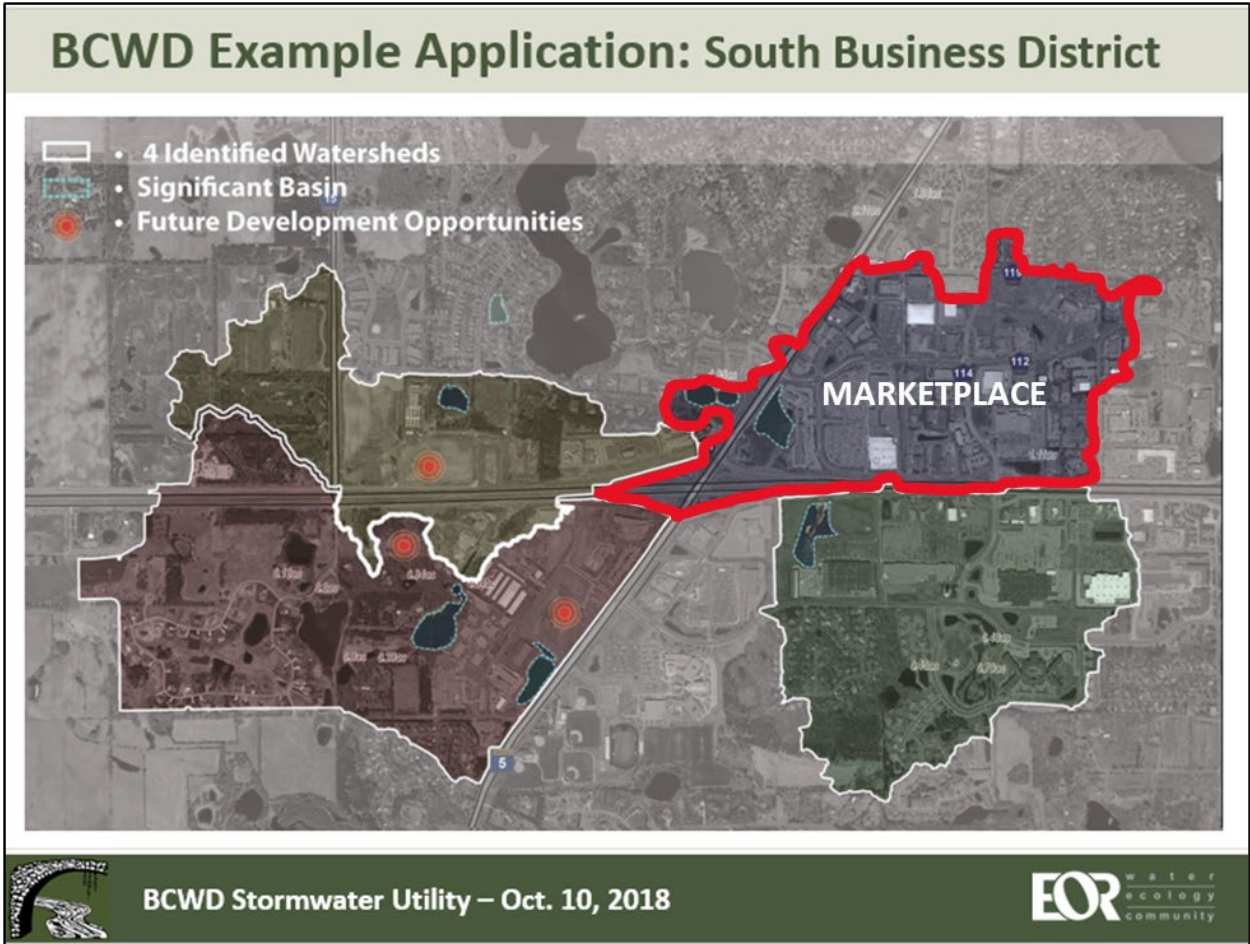


Figure 1: Areas of interest for stormwater reuse (Marketplace District Reuse Feasibility Study, 2023).

The potential for stormwater capture and use/reuse in BCWD grows out of the convergence of multiple factors. First, the BCWD identified growth along the Highway 36 corridor, consisting of both new development and redevelopment, as a key issue and challenge in the near future. There is a desire to be proactive and ready for those changes and work collaboratively with the development community as these projects come forward. The other major factor is that new restrictions that limit the use of infiltration in certain well-head protection areas, without city-initiated further groundwater studies. Infiltration has become the go-to solution to meet volume control standards, and thus many of the common tools used for volume control compliance are not available. Without a new approach like reuse, this leads to permits requiring non-standard solutions and associated special considerations each time. Regarding permitting, there have also been occasions for redevelopment projects when meeting District volume control standards is challenging for all parties. District reuse could provide an expedited solution that improves outcomes, providing a win-win alternative.

It is also important to acknowledge that under the status quo, there continue to be risks to the system and a lack of resiliency as the area develops and redevelops. It is timely now to advance a reuse alternative in this corridor. Those challenges include wellhead protection zones restrictions blocking infiltration BMPs that would have provided volume reductions. The risks include increasing flooding on Long Lake, continued water quality degradation of Long Lake (i.e., chlorides and nutrient loads), localized flooding in commercial districts, delays in permitting new projects, and unknown impacts of increasing withdrawals from the aquifers in the region.

## BACKGROUND

Traditional stormwater management often involves swift conveyance and discharge, resulting in runoff that can lead to erosion, flooding, and pollution of water bodies. This project's approach is to redefine stormwater as a resource rather than a waste product. This underscores its potential for reuse in different applications, reflecting a shift toward integrated water management strategies across water sectors (stormwater, water supply, and wastewater), also often called a One Water approach.

Consistent with broader trends, the stormwater reuse project represents a progressive initiative aimed at addressing the challenges of stormwater management through the efficient capture and utilization of runoff (Figure 2). This also acknowledges the increasing significance of sustainable water practices and emphasizes the pivotal role stormwater can play in meeting diverse needs across various sectors. Economic reuse is designed to address pressing environmental, sustainable, economic, and water management challenges. Recognizing these challenges and emphasizing a sustainable design process, the project aims to set a precedent for responsible water use and stormwater management locally and in the region. In addition to addressing the challenges noted above, this project achieves the additional benefit of promoting responsible water use practices in sectors such as landscaping, recreational open spaces, and commercial activities to create lasting positive impacts on local water resources.

**Environmental Benefits** - The scope of the work aligns with broader environmental stewardship goals by mitigating the adverse impacts of stormwater runoff. By capturing, treating, and reusing stormwater as a resource, the aim is to reduce pollutant loads entering natural waterways, safeguarding ecosystems, and promoting biodiversity. Additionally, the intended water reuse efforts will contribute to the restoration of natural hydrological cycles, fostering resilience in the face of climate change.

**Social Benefits** – The scope of the work aligns with broader social and environmental justice concerns by improving access to clean drinking water (as a result of groundwater conservation benefits) and public safety by addressing localized flooding issues in areas that support vulnerable populations who need access to support services and healthcare facilities.

**Economic Benefits** - Beyond environmental benefits, stormwater reuse offers substantial economic advantages. By reducing demand for potable water, the project helps mitigate costs associated with water treatment and distribution, while at the same time providing stormwater solutions. Additionally, the creation of stormwater reuse systems generates employment opportunities as the systems need to be operated and maintained.

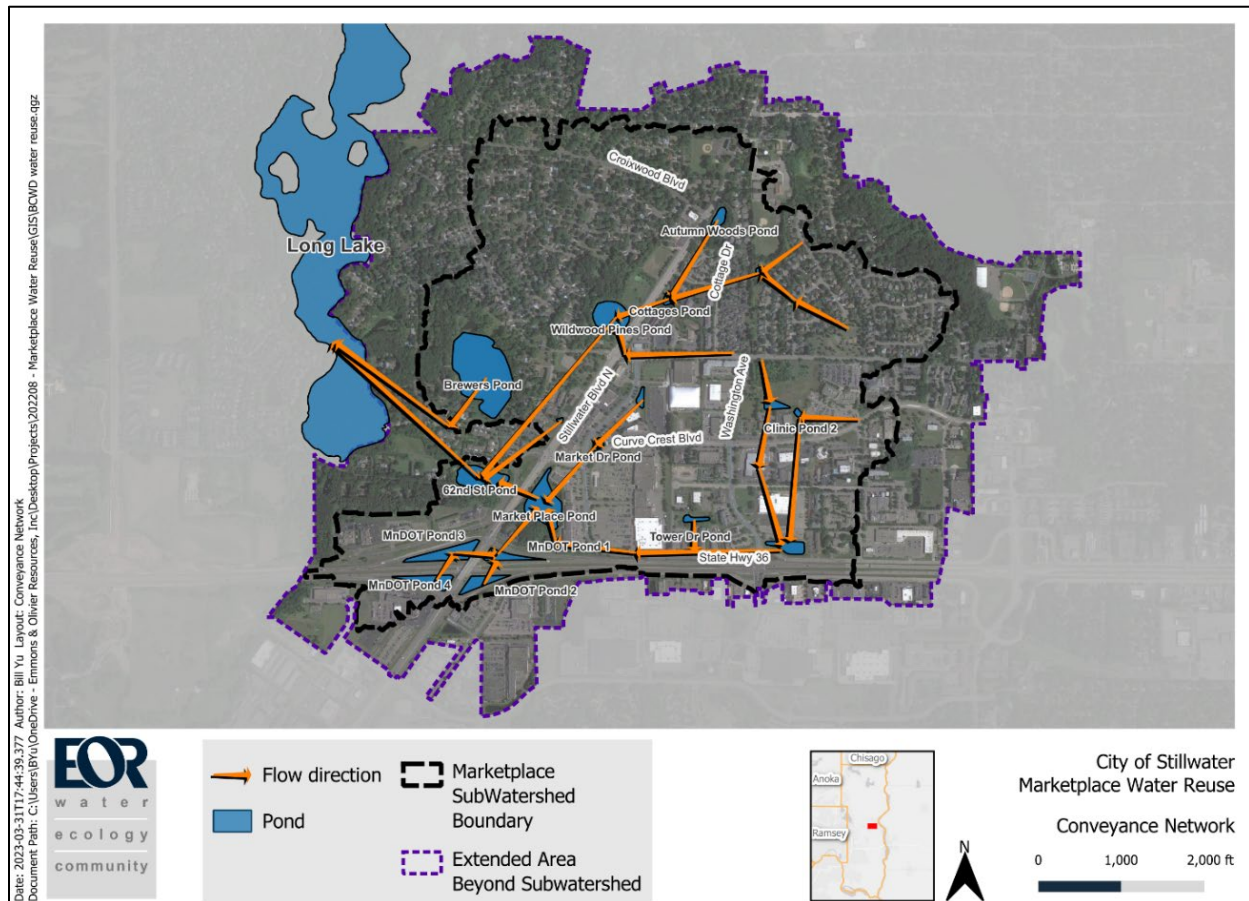


Figure 2: Stormwater storage ponds and pipe system conveyance network (Marketplace District Reuse Feasibility Study, 2023).

These benefits have been demonstrated in the BCWD as a result of the Highway 36 and County Road 15 Interchange Reuse Project. In that case, new restrictions in wellhead protection areas precluded the use of stormwater infiltration as an option to meeting the BCWD volume control requirement. This led to the transportation design team exploring other, more intensive methods (i.e. sand filters) until it was demonstrated that stormwater capture and reuse could be used. The application of this stormwater management technique resulted in a win-win-win solution. It streamlined the interchange stormwater permitting & met project goals to protect downstream lakes, it provided a desired secondary water source for the golf course, and it exceeded the district’s standards. The project was well received by all involved parties and provided the following co-benefits:

**Environmental**

- Less volume being delivered to Long Lake which helps to address flooding.
- Less volume being delivered to Long Lake which improves water quality.
- More water being used locally which maintains the hydrologic balance and contributes to less water being pulled from the groundwater system.

- Improving the quality of the Long Lake and downstream stream ecosystems for flora and fauna.

#### Social

- Conserving drinking water supplies for future growth.
- Enhancing the recreational value of downstream waterbodies (i.e., Long Lake).
- Promoting behavioral change and acceptance of this stormwater management technique by raising awareness of stormwater capture and reuse for those using the golf course.

#### Economic

- Less maintenance for the Minnesota Department of Transportation (MNDOT); offset by golf course voluntarily operating the system (water is valued resource).
- Reduce flood reduction mitigation measure for at-risk properties on Long Lake.
- Redundant water supply for golf courses reduces irrigation interruptions which limits negative experiences or avoidance of the course by golfers.
- Savings by the golf course in developing a backup water source.

## SCOPE OF WORK

### Task 1: Storage Capacity Evaluation

The scope of work for the stormwater storage capacity in ponds is needed to further refine and quantify the estimates assumed in the first phase. The information collection will focus on determining the maximum reasonable drawdown of storage volume in each facility. Review of the feasibility of using water from Brewer’s Pond and other “natural” waterbodies is needed, both from state agencies (e.g., MNDNR) and adjacent property owners. Furthermore, this scope of work will allow for a balanced approach, ensuring that both quantitative (volume) and qualitative (quality of source water) aspects are thoroughly investigated.

This effort also includes coordination with the Washington Conservation District (WCD), who are collecting data on the numerous marketplace area ponds on pond depth and volume, along with understanding chloride levels in basins in spring. With the unusual winter thus far and lack of snow and deicing chemicals being applied, in order for the sampling to be representative of more normal conditions, it is possible the chloride sampling will be suspended until next year. The preliminary data on chlorides indicates that chloride levels are usually not excessive for most vegetation, and in high chloride levels, delaying irrigation slightly can address this. We still can proceed with the study, understanding that if data we collect next year is abnormally high or of concern, we may need to adjust the management program, but can continue with reuse being a feasible tool.

An important component of this task will be to conduct interviews with relevant stakeholders, including municipal authorities, environmental agencies, and local communities, to gather qualitative insights into the real-world functionality of the stormwater ponds and basins. Stakeholder input will help identify practical challenges, community perspectives, and potential improvements to the existing stormwater management infrastructure. This comprehensive evaluation will provide actionable insights into stormwater storage, supporting informed decision-making for pond management and potential enhancements to maximize storage efficiency.

#### *Subtask 1.1: Data Gathering and Enhancement*

- Gather more detailed data on pond(s) and design parameters, including side slopes, depths, and outlet controls.

- Improve estimated pond storage volumes using bathymetry data collected by the WCD in winter/spring 2024.
- Assess the potential for physical alterations, such as dredging, to improve storage availability.

#### ***Subtask 1.2: Drawdown Feasibility Evaluation***

- Evaluate drawdown feasibility at varying levels (e.g., 6 inches, 1 foot, 2 feet, 3 feet) for each pond and modifications to outlet structures, to improve storage availability.
- Determine the lowest and highest practical water level range for optimal pond or reservoir functionality.
- Investigate the feasibility of implementing smart controls linked to weather predictions for optimized storage and improved results, and regardless of the reuse project, could be beneficial in the system operation for climate resiliency.

#### **Deliverables:**

- A brief summary of the practical alterations and technological enhancements for optimizing storage capacity and a table that summarizes the detailed parameters for each basin and feasibility of drawdown at varying levels.

#### **Task 2: Integrating End Uses into the Assessment**

The scope of work for assessing end-user opportunities in irrigation and commercial water reuse from treated stormwater involves a comprehensive approach to understanding opportunities and stakeholder perspectives. The project will commence with stakeholder identification and mapping, followed by input from key individuals. The primary goal is to quantify likely end uses quantities and needs by gathering insights into current water usage practices, challenges faced, and the potential for utilizing treated stormwater in irrigation and commercial activities. This scope of work aims to provide a holistic understanding of opportunities for utilizing treated stormwater, offering valuable insights for informed decision-making and sustainable water resource management. The goal is to review with a cross section of potential water users in order to have a better estimate of likely end user adoption rates. We do not expect to have formal commitment by end users at this stage and we would not be ready to commit to that yet either.

#### ***Subtask 2.1: Stakeholder Identification and Mapping***

- Identify and map stakeholders from government bodies, road authorities, and private entities.
- Conduct interviews or use questionnaires to understand water usage practices, challenges, and opportunities for treated stormwater in irrigation and commercial activities.
- Create outreach materials, such as infographics and case studies, to effectively communicate how stormwater reuse works, the advantages of stormwater reuse, and address common concerns.

#### ***Subtask 2.2: End-User Irrigation Zones Assessment***

- Assess public owner willingness to add the use of reused water and evaluate the feasibility of irrigating the initial assumption of 75% of public green spaces with reused water via input from water users.
- Assess private owner willingness to add the use of reused water and evaluate the feasibility of irrigating the initial assumption of 75% of prioritized private green spaces, primarily in commercial land use via direct outreach for input from a representative cross section of private water users.
- Include multi-family residential sites suitable for stormwater reuse irrigation even if not directly in Marketplace sub-watershed, promoting eco-friendly practices and water conservation in diverse and/or under-served settings.

- Design the system to facilitate water conveyance from downstream ponds to upstream irrigation areas, noting needs of pump station, valves, and treatment, depending on end use.
- Review cost-effectiveness of building on past investments and agreements for the Interchange at Hwy 36/15 and with the Applewood Hills Golf course for the use of stormwater in irrigation, and/or cart wash, including the extension of a pipeline/channel to connect to the existing highway ponds and reuse system.

#### ***Subtask 2.3: Commercial Beneficial Water Use Initiative***

- Assess the willingness of hotels, fitness centers, breweries, commercial nurseries, and other commercial users to utilize treated stormwater for laundry, cooling towers, process waters, or facility cleaning, or other sustainable water usage options.
- Determine feasibility and collaboration potential for using stormwater in a carwash station near the Marketplace.
- Identify and engage key industries and initiate training programs to equip professionals with the knowledge and skills for proper utilization of stormwater reuse systems.

#### **Deliverables:**

- Revised GIS layers identifying green space/ irrigation areas to validate and update past assumptions, considering private owner willingness and collaboration potential.
- Summary of comprehensive stakeholder insights, which will provide stakeholder insights on opportunities for treated stormwater use in diverse and/or under-served sectors.

### **Task 3: Marketplace Stormwater Reuse Optimization**

This portion of the project will focus on optimizing stormwater reuse in the Marketplace Area through efficient irrigation and other end uses integration. Activities include modeling benefits using the District's Hydrologic and Hydraulic (SWMM) model, preliminary system layout and design considerations, and associated cost estimation. Further aspects that need to be addressed include funding discussions and if a regional compliance approach to permitting can be implemented. The goal is to develop a sustainable framework for stormwater management, encompassing design, financial planning, compliance strategies to benefit the local community, and possibly streamline the development process, while also enhancing flood protection, improving water quality, and extending the capacity of the community water supplies.

#### ***Subtask 3.1: Modeling and Benefit Quantification***

- Utilize data collected to test system performance and quantify High Water Level (HWL) reductions using the District's Hydrologic and Hydraulic model (SWMM).
- Analyze flood benefits through continuous simulation of past events on Long Lake or local streets, assessing the decrease in flood frequency or probability considering existing risks.
- Integrate annual water budget-based reuse modeling and event-based flood evaluation to enhance the understanding of the system's performance.
- Quantify water quality benefits by capturing and retaining pollutants, especially dissolved phosphorus, and concern pollutants, and associated downstream benefits.

#### ***Subtask 3.2: Preliminary System Layout/Design, Analysis and Costing***

- Develop the system layout and design for selected reuse scenarios, up to three, and storage options in collaboration with the City and Watershed District.
- Evaluate pond storage effectiveness, considering volume combination, development demands, and irrigation opportunities.
- Review phasing issues and two scenarios to determine if sub-area systems would be feasible and practical, allowing for more flexibility in implementation.

- Provide a detailed cost estimate for each irrigation sub-district or districtwide, considering the preferred approach to ensure accurate financial planning.

### ***Subtask 3.3: Funding and Regional Compliance Strategy***

- Discuss cost-sharing options with partners, exploring permit fees, irrigation water supply user fees, and potential funding sources like grants, fostering a collaborative financial model for the project.
- Develop a comprehensive framework, policy language, and cost recovery process to guide how District/Sub-District Reuse can offset development impacts, meeting stormwater permit requirements, and ensuring alignment with regional compliance standards with transparent procedures to address legal considerations in supplying stormwater for irrigation or other greywater uses if opportunities for such applications are identified.

### **Deliverables:**

- Map and tabular summary of SWMM analysis for High Water Level reductions and associate impacts/benefits.
- A comprehensive system layout map, showing key facilities, collection and distribution networks, pumps and valves, and system needs.
- Quantification of facility improvements in tabular format and estimated costs.
- Framework outline for a District compliance as a policy alternative for the Board, with the need to also coordinate with District Counsel.

### **Task 4: Stormwater Treatment Needs and Operational Guidelines**

The scope of work involves developing a comprehensive treatment method for stored stormwater with the goal of enabling its safe and efficient reuse. The regulatory landscape on treatment requirements is not in-place and is still in flux. The project will include a two-fold approach, incorporating both alternative treatment techniques feasibility including costs-benefit analysis, and stakeholder interviews to ensure a holistic understanding of the requirements and challenges. This aims to establish an efficient stormwater treatment and reuse system tailored to specific end-users, such as irrigation use for public and multi-family residential areas, green streets, golf courses, nursery (with potted plants) and carwashes, hotel laundry, brewery processing/washing, and golf course cart wash facilities. This will involve analyzing different treatment methods such as filtration, sedimentation, and chemical processes. Additionally, stakeholder identified issues will provide valuable insights into the specific needs, concerns, and expectations related to stormwater reuse. Incorporating stakeholder input is essential for ensuring the developed treatment method aligns with both regulatory requirements and community preferences.

#### ***Subtask 4.1: Stormwater Treatment Strategy***

- Evaluate stormwater volume, quality, and use patterns to determine suitable treatment methods and the required number of treatment systems.
- Determine primary end-users for stormwater reuse, specifying whether the treated water will be used solely for irrigation or a combination of irrigation and commercial purposes.
- Develop a strategy for allocating stormwater among various user groups, considering residential, commercial, and recreational entities.
- Identify responsibility for covering costs associated with implementing treatment methods and establish funding mechanisms for financial sustainability.

#### ***Subtask 4.2: System Installation and Operational High-level Guidelines***

- Determine optimal installation sites for stormwater treatment systems, considering proximity to end-users and minimizing environmental impact.



- Define criteria for stormwater use in various applications, adhering to specific guidelines or regulations governing distribution for distinct purposes.
- Outline tasks and ideal state of responsibilities for day-to-day operation and maintenance of stormwater reuse systems, considering irrigation, commercial facilities, and recreational spaces based on guidance from other entities with similar systems.
- Explore plans for collaborative efforts or partnerships with stakeholders to ensure efficient and sustainable operation of stormwater reuse systems.

Deliverables:

- Develop a comprehensive Stormwater Treatment Strategy report encompassing the evaluation of volume, quality, and usage patterns, determination of treatment methods and system numbers, identification of primary end-users, allocation strategy, and a proposal for cost coverage and funding mechanisms ensuring financial sustainability.
- Develop comprehensive guidelines on the identification of optimal stormwater treatment system sites, criteria for diverse applications, day-to-day operational tasks, and responsibilities, as well as the exploration of collaborative efforts for sustainable and efficient partnerships.

**Task 5: Final Report Delivery**

**Subtask 5.1: Draft and Final Report Delivery**

- Develop draft report of the system plan for review and comment by BCWD and City of Stillwater.
- Incorporate comments and finalize report of the system plan to present to the BCWD Board.

Deliverables:

- Draft and Final Report of the System Plan.


**PROJECT SCHEDULE**

**Timeline** –If approved at the February 2024 Board Meeting, it is expected that Tasks 1 & 2 can be completed in 4-5 months.

If the Board decides to continue with the study at mid-year, the entire process will take 10-12 months, with preliminary findings in late 2024, for consideration in annual budgeting discussions. A draft report would be available in January 2025 and a revised report in February of 2025.

**Table 2: Project Schedule**

Tasks SubTask	Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec		Jan		Feb	
	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-31	1-15	16-28
<b>1.0 Storage Capacity Evaluation</b>		M					X																	
1.1 Data Gathering and Enhancement																								
1.2 Drawdown Feasibility Evaluation																								
<b>2.0 Integrating End Uses into the Assessment</b>		M							X															
2.1 Stakeholder Identification and Mapping																								
2.2 End-User Irrigation Zones Assessment																								
2.3 Commercial Beneficial Water Use Initiative																								
<b>3.0 Marketplace Stormwater Reuse Optimization</b>								M							X									
3.1 Modeling and Benefit Quantification																								
3.2 Preliminary System Layout/Design, Analysis and Costing																								
3.3 Funding and Regional Compliance Strategy																								
<b>4.0 Stormwater Treatment Needs and Operational Guidelines</b>											M								X					
4.1 Stormwater Treatment Strategy																								
4.2 System Installation and Operational High-level Guidelines																								
<b>5.0 Final Report Delivery</b>																		M						X
5.1 Draft and Final Report Delivery																								

M Meeting  
 Deliverable Development  
 X Deliverable Due

## COST ESTIMATE

The following scope of service shows the steps recommended to evaluate opportunities to apply reuse in the Market Plan Area and associated costs.

**Table 1. Estimated budget for Scope of Services for Marketplace District Reuse-Phase 2, System Plan**

<b>Task</b>	<b>Estimated Hours</b>	<b>Estimated Cost</b>
<b>1. Stormwater Capacity Evaluation</b>	<b>86</b>	<b>\$15,716</b>
<b>2. Integrating End Uses into the Assessment</b>	<b>292</b>	<b>\$54,511</b>
<b>3. Marketplace Stormwater reuse Optimization</b>	430	\$76,026
<b>4. Stormwater Treatment and operational Guidelines</b>	127	\$25,376
<b>5. Final Report</b>	103	\$17,849
<b>TOTAL</b>	<b>1,038</b>	<b>\$189,478</b>

## REQUESTED ACTION

1. Consider approval of **Tasks 1 & 2** of this scope of services for an estimated cost of **\$70,226** from account 929-0012.

At a mid-year check-in (June) we will come back to the Board with preliminary findings from Tasks 1 & 2 and discuss continuing with the remaining tasks of the project.

## **FUTURE INITIATIVES – Next Steps Beyond Completion of this Study**

Beyond the Comprehensive System Plan outlined in the scope above, there will still be a few more steps to put this approach into practice. To help the Board (and the City of Stillwater) visualize the next steps along this arc of the District Reuse approach, we are laying out some logical next steps after this project is completed, and if the approach is still deemed worthy to pursue.

### ***Landowner Outreach and System Agreements***

After initial outreach to landowners to better gauge interest and plan the system, the landowner connections and agreements will need to go a layer deeper to formalize the delivery of the water to the user. In some ways, this might not be very different than how entities receiving water supply from city currently would view the relationship, but this is a new system being proposed and must be explained and formalized. The Landowner Interest & Outreach component focuses on engaging private landowners to enhance stormwater reuse, ensuring a comprehensive approach to water conservation. The process involves strategic steps to maximize outreach effectiveness. Creating a positive public perception around stormwater reuse will ultimately lead to higher acceptance rates. A designated outreach team can initiate communication with landowners. The following is a menu of ideas that can be chosen from.

#### **Landowner-Specific Resources**

- Develop a systematic process for reaching private landowners, that could utilize a combination of direct communication, community engagement events, and online platforms.
- Designate a dedicated outreach team led by an experienced outreach personnel to spearhead communication efforts.
- Ensure that materials are easily accessible and tailored to diverse landowner needs and preferences.
- Establish a team of technical experts to provide guidance and assistance to landowners in designing and implementing stormwater reuse systems.
- Develop a hotline or online platform for landowners to seek real-time technical advice.

#### **Community-Based Outreach**

- Implement educational programs, including workshops and seminars, to raise awareness about the benefits of stormwater reuse and provide practical insights into implementing such systems.
- Collaborate with local environmental organizations and educational institutions to enhance outreach efforts.
- Foster partnerships with industry associations for wider reach and credibility.

### ***Government/Municipality Initiative/Incentive and On-going Funding for Stormwater Reuse***

As part of a commitment to sustainable water management, the community (municipality, watershed, etc.) should propose a comprehensive incentive/initiative system to encourage stormwater reuse for end-users. This initiative may promote water conservation, reduce reliance on potable water, and contribute to the overall sustainability of the community. This multifaceted approach could combine financial incentives, streamlined processes, educational initiatives, and recognition/award programs to motivate end-users and ensure the successful implementation of stormwater reuse. To promote widespread adoption of stormwater reuse, the following comprehensive approach that responsible authorities may offer to the end users':

- *Financial Incentives*
  - Offer rebates for stormwater infrastructure installation.
  - Provide subsidies or tax credits to commercial entities investing in efficient stormwater collection for reuse, including carwash stations, hotels, brewery, golf course, and other entities (both for on-site and/or regional systems).
- *Permit Expeditions and Zoning Adaptation*
  - Expedite permits to ensure swift approval for stormwater collection and reuse projects.
  - Adapt zoning regulations to accommodate harvesting infrastructure, providing flexibility for efficient implementation by end-users.
- *Regional Compliance for Permittees*
  - Develop a policy and approvals framework that would allow development to pay into this regional system to meet their stormwater permitting requirements.
  - Develop funding system that addresses both capital installation fees as well as user-fees for on-going operation and maintenance, swapping potable water fees for irrigation/other uses water fees, similar to the Waconia, MN system.
- *Educational Programs*
  - Launch public awareness campaigns about the benefits of stormwater reuse.
  - Conduct workshops and seminars for businesses, homeowners, and stakeholders to showcase practical aspects of implementation.
- *Advisory Services and Training Programs*
  - Establish a dedicated advisory team to guide end-users in stormwater reuse system design.
  - Provide training programs for industry professionals involved in stormwater management.
- *Certification Program and Awards*
  - Establish a certification program recognizing successful stormwater reuse practices, promoting sustainability.
  - Institute annual awards celebrating excellence in innovative stormwater practices, encouraging continuous improvement, and acknowledging outstanding contributions to environmental conservation.



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# BCWD: 2023 Best Management Practices (BMP) Program

*Stewardship Grants | Maintenance | Inspections*

**Brett Stolpestad** | *Landscape Restoration Specialist*

**Cameron Blake** | *Landscape Restoration Senior Technician*



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## 2023 Stewardship Grant Program Summary

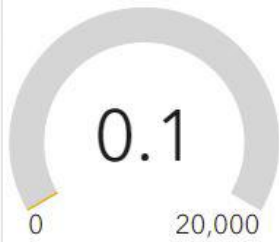
- **37** Site visits, **19** concept plans completed in 2023
- **9** Stewardship grant applications
  - Stillwater (4)
  - Grant/Lake Elmo/Stillwater Township/May Township/Hugo (5)
- **6** completed in 2023  
(3 in progress)
  - \$2,484.46 reimbursed to date



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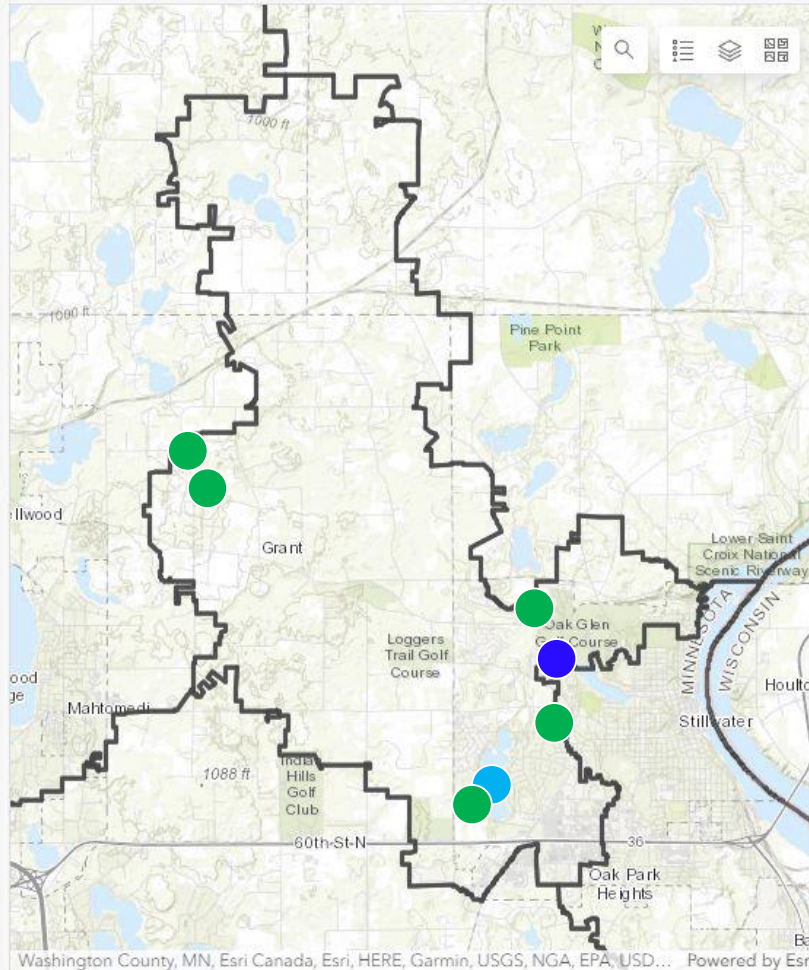
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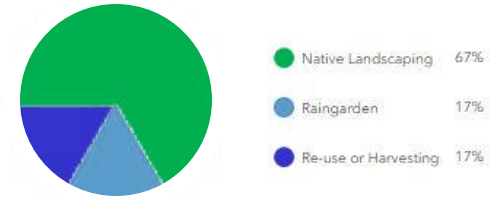
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**lbs TSS  
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## Practice Type - Urban



Practice Type - Urban

# 6 BMPs



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## Dahlen-Dossett Trees & Shrubs *Bass Lake West*







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## Zlonis Prairie Enhancement *Bass Lake West*





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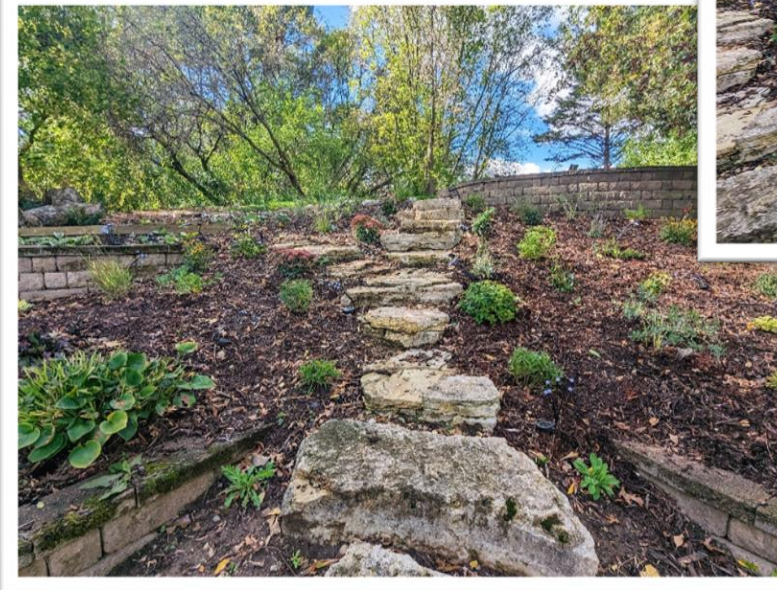
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## Mette Native Planting

*The Legends of Stillwater*





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## Stewardship Grant Program *Goals for 2024*

- Continue to expand awareness and interest in the program through targeted outreach.
- Offer design & technical assistance to maximize opportunities for water quality improvement, as well as habitat enhancement.
- Document completed projects for BCWD education & outreach.



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## Maintenance Activities

- Structural repair
  - Small scale repairs involving edging or blanketing/repositioning riprap
  - Retrofitting rock inlets to paver structures
- Inlet:
  - Clean out of sediment
- Vegetative:
  - Spring cleanout of senescent vegetation
    - If small scale BMP
  - Invasive species, noxious weeds, and aggressive species
  - Enhancement such as seeding or supplemental plugging





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## BMP Maintenance

- Countryside Auto inlet sweeping
- IESF inspections and surficial raking
- Assistance as needed
  - Purple loosestrife treatments
  - Kittentail habitat restoration
  - Oak Glen Stormwater Reuse System (OGSRS): monthly data collection
  - Restoration items as identified at the Brown's Creek Conservation Area (BCCA)
  - Sod inlet replacement BCWD Rock Crib
- 2023: 92.5 Hours, \$4,233.00 spent



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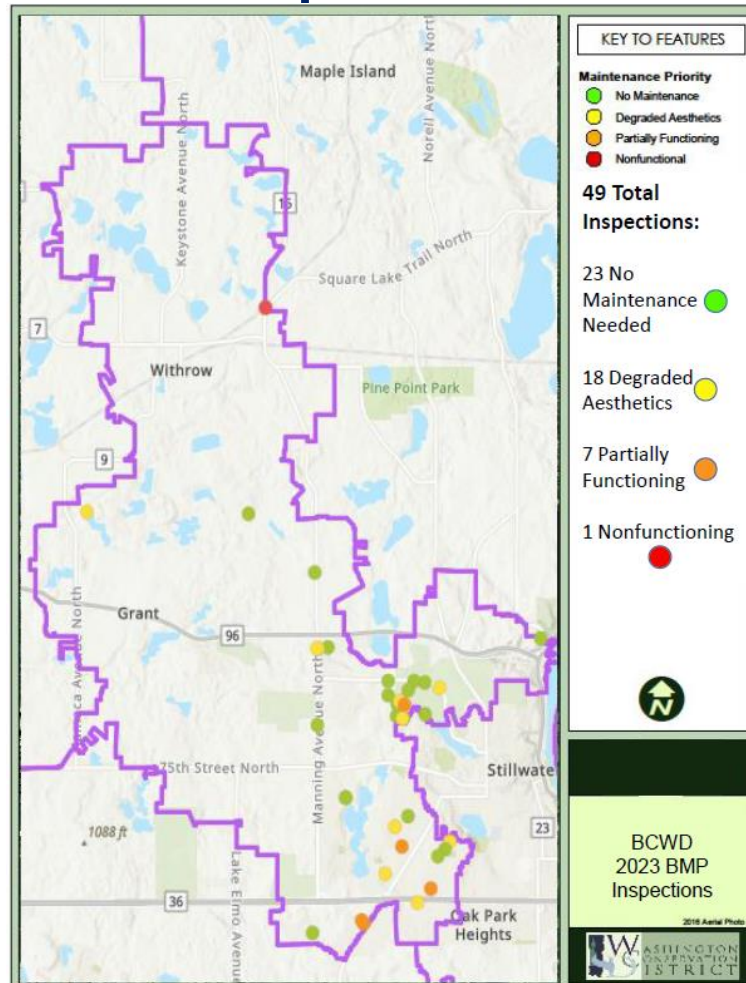
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# Annual Inspection Results





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**Office: (651)330-8220**

## WATERSHED MANAGEMENT PLAN UPDATE

Date	02/06/2024
To / Contact info	BCWD Board of Managers
From / Contact info	Karen Kill, BCWD Administrator
Regarding	Project Kick-Off Open House – Scope of Work

### Background

As the BCWD kicks off its next 10-year watershed management planning (WMP) process, it will need to host a public open house to introduce stakeholders and members of the public to this important initiative. This meeting will serve as the official public kickoff as well as the initial planning meeting as required under Minnesota Rules Chapter 8410.0180. The purpose of this meeting will be to:

- Introduce stakeholders and the public to the planning process.
- Share content (i.e., Issues and Goals) from the 2017-2026 WMP.
- Share feedback received during the 60-day notification period.
- Solicit feedback on the relevance of existing issues/goals and identify anything that is missing.
- Share the Enhanced Engagement effort.

**The purpose of this memorandum is to describe the Open House in general terms and to provide a cost estimate for hosting this event.**

### Scope of Work

An open house meeting for a watershed management plan typically involves inviting community members, stakeholders, and interested parties to provide input and feedback on what the 10-year plan will address. Since this is a plan update, this is an opportunity to review what is in the existing WMP, evaluate relevancy and explore new issues or concerns that may be on the horizon.

It is envisioned that the BCWD Open House will take place over a 4-hour time period (i.e., from 3:00 to 7:00 p.m.) so that people can attend at the end of their workday, on their way home from work or after dinner. It is also envisioned that the Board of Managers will be in attendance for a portion or all of the Open House to welcome and network with attendees.

This scope of work includes the following elements:

**Announcement and Invitation:** EOR will work with District Staff to create a meeting announcement that can be shared well in advance through various channels such as community newsletters, social media platforms, local newspapers, and flyers distributed in the area. The invitation will include the date, time, location, and purpose of the meeting. To fulfill the requirements for the Initial Planning Meeting, the BCWD will send invitations to the plan review authorities and known stakeholders including affected counties, cities, and towns and the Minnesota Department of Transportation. Legal notice will be posted on the BCWD’s website and comply with open meeting law requirements. All notifications will occur at least two weeks before the meeting.

**Venue:** EOR will work with District Staff to secure a space in a central location that is accessible to the community (i.e. Stillwater Public Library, the Lakes at Stillwater, or a school). The venue will be set up with tables, chairs, presentation



materials, and information boards displaying previous plan content (i.e., issues, goals) for meeting participants to review and respond to.

**Welcome Station:** Attendees will be greeted upon arrival by District Staff and/or Board Managers. Meeting participants will be introduced to the purpose of the meeting, and the format of the event. EOR will create a one-page handout that provides instructions for navigating the event, how to provide feedback at the Open House and information on how to stay engaged or involved in the planning process.

**Interactive Stations or Displays:** In lieu of a formal presentation, EOR will create stations around the venue where attendees can explore different aspects of the planning process in more detail. This will include posters describing what a watershed management plan is, what the plan update process looks like, and the issues and goals included in the last 10-year plan. These stations will be interactive, and participants will be given the opportunity to share their thoughts and experiences verbally, or on paper (via post-it notes). See Figures 1 through 3.

**Feedback Collection:** Attendees are encouraged to provide feedback on the plan content through various means, such as written comment cards, digital surveys, or verbal feedback to District Staff and the Board of Managers.

**Networking and Informal Discussions:** Throughout the event, attendees have the opportunity to network with District Staff and the Board of Managers, community leaders, and fellow residents. Informal discussions allow for the exchange of ideas, concerns, and suggestions in a relaxed setting.

**Follow-Up:** After the meeting, EOR and District Staff will review the feedback collected at the Open House and incorporate it into the planning process. Per Minnesota Rules Chapter 8410.0180 the WMP must document the public input collected at this Open House.

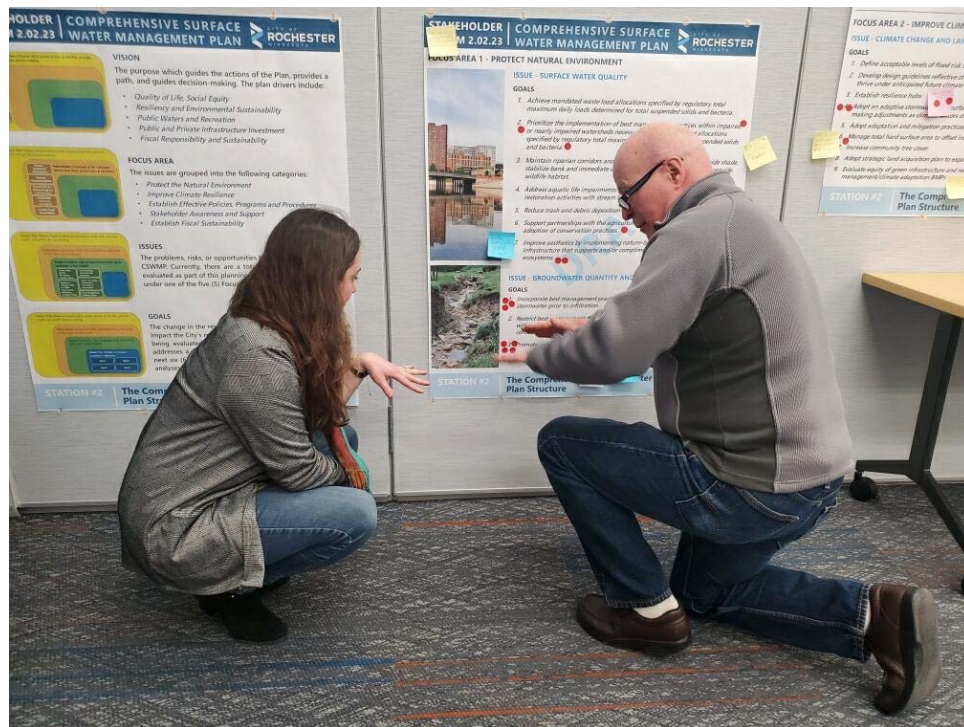


Figure 1. Image from Rochester's CSWMP Stakeholder Forum – example of posters + dotmocracy exercise



Figure 2. Image from Rochester's CSWMP Stakeholder Forum – example of room layout/stations

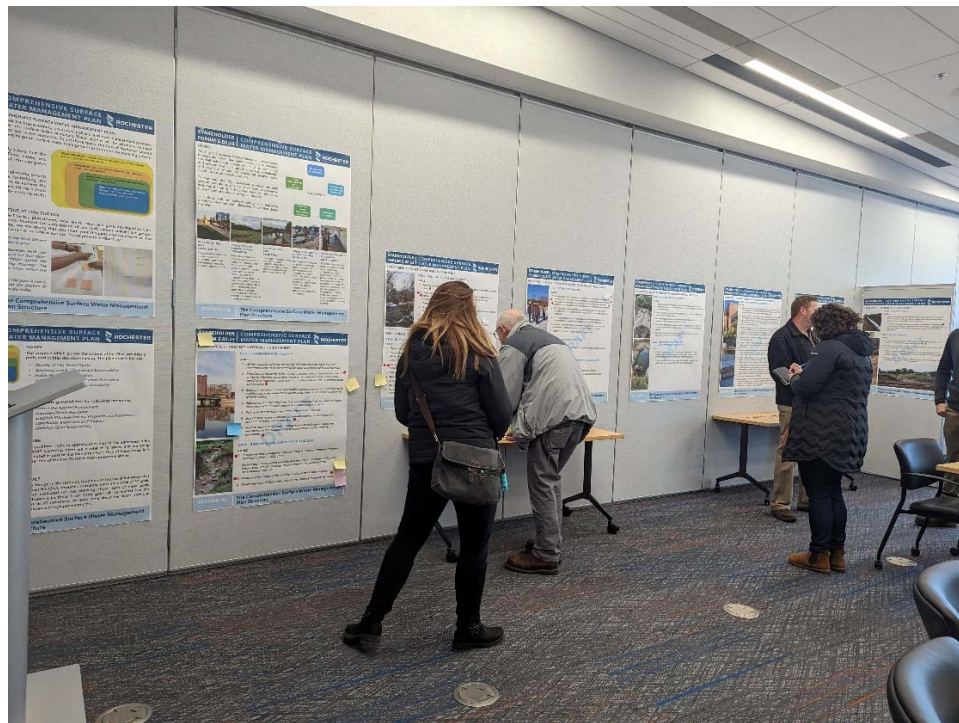


Figure 3. Image from Rochester's CSWMP Stakeholder Forum – example of room layout

The following table summarizes the costs for hosting this event. Note that a quarter of the estimated cost (\$4,538) is associated with the meeting itself (i.e., planning the meeting, creating the announcement, attending and summarizing the meeting) while three-fourths of the cost is developing materials (posters) that will be used for the Open House as well as the Citizen Advisory Committee (CAC) and Technical Advisory Committee (TAC) meetings. We will design the posters to maximize the use of the content throughout the engagement process and we will strive to reduce the total number of boards by including more than one issue category per board/poster which will save costs.

<b>Tasks</b>	<b>Hours</b>	<b>Cost</b>
Meeting with District Statt to coordinate content/boards	2	\$454
Create Open House Announcement	2	\$301
Create boards/posters (including review by District Administrator & revisions): <ul style="list-style-type: none"> <li>• Welcome Board (1 board)</li> <li>• What is a Watershed Management Plan? (1 board)</li> <li>• What does it take to update a WMP? (1 board)</li> <li>• Issues Boards (15 boards) <ul style="list-style-type: none"> <li>○ Stormwater Runoff Management</li> <li>○ Erosion Prevention and Sediment Control</li> <li>○ Stream Management</li> <li>○ Lake Management</li> <li>○ Wetland Management</li> <li>○ Floodplain Management</li> <li>○ Groundwater Management</li> <li>○ Ecological Health</li> <li>○ Monitoring and Data Collection</li> <li>○ Regulations</li> <li>○ Climate Change Adaptation</li> <li>○ Recreation</li> <li>○ Education, Outreach and Stewardship</li> <li>○ Land Conservation</li> <li>○ Funding</li> </ul> </li> </ul>	98	\$15,700 or \$870/poster
Create welcome handout with instructions and layout of the meeting space	8	\$1,204
Attend Public Open House (including set up and clean up)	7	\$1,589
Summarize feedback received at Public Open House	6	\$990
Expenses (i.e., mileage, printing costs for new set of boards and handouts)	NA	\$500
<b>TOTALS</b>	<b>123</b>	<b>\$20,738</b>

### **Requested Action**

1. Approve this scope for \$20,738 from account 927-0000 to host a public open house for the WMP update.



<b>Project Name</b>	Enhanced Stakeholder Engagement	<b>Date</b>	02/07/2024
<b>To / Contact info</b>	BCWD Board of Managers		
<b>Cc / Contact info</b>	Karen Kill, District Administrator		
<b>From / Contact info</b>	Camilla Correll, PE; Evan Murdock, PhD, CFM; Karli McCawley		
<b>Regarding</b>	Baseline Survey Scope of Work		

## Background

In August of 2023, the BCWD Board of Managers approved a scope of services to develop Enhanced Stakeholder Engagement Recommendations. The scope of work for the Enhanced Stakeholder Engagement Recommendations was split into two phases, the first of which was approved in 2023. This first phase of the project included the identification of community partners, stakeholder mapping, developing relationships and initial survey planning.

This memorandum summarizes the initial survey planning and presents a scope of services for Phase 2 of the Enhanced Stakeholder Engagement, namely Measuring Baseline Awareness.

## Initial Survey Planning (Phase 1) - Completed

Under the existing Scope of Work, we indicated that we would leverage existing relationships with the developers of the Social Indicator Planning & Evaluation System (SIPES) and the Social Indicators Data Management and Analysis (SIDMA) tool to assess their usefulness for measuring baseline awareness of water quality issues among residents of and visitors to the Brown's Creek Watershed. As part of Phase 1, we would develop a rigorous survey protocol (sampling methodology, target sample size, etc.) to inform the development of a survey tool in Phase 2. Following a December 2023 conversation with UW Madison Professor Ken Genskow, one of the developers of the SIPES/SIDMA system and a past academic advisor to one of the EOR team, we have determined that this system is well suited to meeting the needs of the watershed district and will provide significant cost and time savings relative to development of a new survey tool from scratch. In addition, the use of this protocol will place these data in the context of an existing body of research based on the same framework. Finally, selection of this tool will provide us with access to the analytic tools that undergird the SIDMA tool.

The Social Indicator Planning & Evaluation System (SIPES) was developed by the Great Lakes Regional Social Indicators Team with collaboration from US EPA Region 5. SIPES provides a systemized framework for collecting and analyzing Social Indicator data. To quote from the SIPES users guide (*The Social Indicator Planning and Evaluation System (SIPES) for Nonpoint Source Management: A Handbook for Projects*),

*Broadly, social indicators are measures that describe the capacity, skills, awareness, knowledge, values, beliefs, and behaviors of individuals, households, organizations, and communities. For the purposes of this Handbook, social indicators for NPS management provide information about awareness, attitudes, constraints, capacity, and behaviors that are expected to lead to water quality improvement and protection. By measuring these indicators over time, water quality managers can target their project activities and assess whether their projects are accomplishing changes expected to improve and protect water quality.*

SIDMA is the data management and analysis system built to support SIPES and provides an online survey tool as well as rigorous analytics designed specifically for the Social Indicators work.

SIPES/SIDMA has been used to support hundreds of watershed projects across the United States and is supported by a large body of academic literature.

Professor Genskow is interested in partnering with us on the project to help to continue to develop the system, including providing ongoing consultation and potential access to graduate student labor to increase the scope or decrease the costs of the project.

A draft version of the proposed survey instrument is provided at the end of this memo, and we welcome feedback from the District on the questions included.

### **Measure Baseline Awareness (Phase 2) – Proposed**

We will use the SIDMA tool to measure the knowledge and attitudes of residents of and visitors to the Brown's Creek Watershed. The data received from this survey will allow us to set a baseline against which to measure the impacts of BCWD efforts, as well as identifying challenges and opportunities to increase understanding of the watershed and its importance within the community.

### **Survey Purpose**

The primary objective of this survey is to establish a quantifiable baseline measure pertaining to the attitudes and understanding of diverse stakeholders within the Brown's Creek watershed. This research endeavor aims to systematically assess the perspectives and insights of individuals and entities with a vested interest in Brown's Creek, encompassing local residents, environmental groups, businesses, governmental bodies, and other pertinent stakeholders.

By employing a structured approach, involving standardized survey instruments and rigorous statistical analysis, the survey seeks to generate data that can be subjected to systematic scrutiny and subsequent quantitative comparative analysis over time.

The stakeholders in the watershed are a diverse, heterogeneous group whose interests intersect with the environmental and cultural needs of the Brown's Creek Watershed, its residents, and the surrounding community. We define the stakeholders with an emphasis on the importance of cultural and economic inclusivity in capturing a comprehensive understanding of the community's viewpoints. The survey specifically targets the articulation of concerns and perceptions regarding potential risks confronting the resource of the Brown's Creek Watershed District.

The research delves into stakeholders' awareness and comprehension of the actionable measures available for the preservation of the District's natural resources. This involves an exploration of their familiarity with extant conservation practices, environmental regulatory frameworks, and local community initiatives dedicated to safeguarding the watershed.

The Survey findings will enable BCWD to identify and target areas of particular need or opportunity. For instance, knowing what barriers stakeholders see to practice implementation will allow the District to provide information and resources to overcome those barriers. Alternately the survey may reveal gaps in the public's understanding of specific threats to the resource which could then be addressed. This evidence-based approach will greatly increase the effectiveness of District efforts.

The findings derived from this survey will also hold academic significance as they contribute to the body of knowledge surrounding environmental attitudes and may provide a robust foundation for ongoing research endeavors.

### **Dissemination and analysis plan**

Dissemination refers to the process of presenting the survey to the target audience to gather their responses. There are many ways to undertake this effort; we recommend a broad approach to maximize response rates. The campaign is recommended to run from March to October 2024, with a goal of collecting 300 unique responses (roughly 2% of the watershed population).

We aim to guide BCWD's efforts to reach residents and users invested in the BCWD's resources through a comprehensive dissemination plan. Recommended efforts may include:

- Targeted mailings to key groups, such as farmers and major landholders.
- Email campaigns for widespread engagement.
- In-person outreach tables along bike paths or at events like festivals.
- Well-designed flyers at key locations, including boat launches.
- Distribution of branded coasters to local bars and restaurants.

EOR will provide handout/flyer design services; these will include a QR code which users can scan with a mobile device to access the survey.

We plan to execute the survey using a platform like Qualtrics, Microsoft Forms, or a similar online survey tool, ensuring efficient data collection and analysis on both desktop and mobile platforms. Final statistical analysis may be performed using the SIDMA system, which has been built and optimized for these analyses, though additional analysis may be undertaken using statistical analysis platforms such as R if deemed necessary.

We further recommend offering an incentive for completing the survey, such as a monthly drawing for a gift card or similar; in addition to increasing response rates this would provide an email list which could be used for future efforts.

It is assumed that District Staff will be responsible for the dissemination plan, including (1) printing or ordering outreach materials (2) distributing flyers and hanging posters at key locations and (3) planning and staffing outreach events within the watershed. EOR staff will monitor incoming responses to ensure the data collection is going according to plan, and will provide suggestions for strategic changes to the strategy if needed.

## Deliverables

EOR will provide the following deliverables at the conclusion of the project:

- Completed survey tool
- Spreadsheet containing survey responses
- Raw statistical analysis
- A comprehensive report detailing survey results and conclusions

## Estimated Cost

TASK	HOURS	ESTIMATED COST*
<b>Survey development</b> including finalization of survey questions, testing with the development of a mobile-friendly survey interface, consultation with District Staff to review questions, development of public-facing outreach materials.	50	\$8,250
<b>Dissemination</b> including monitoring and management of survey collection platforms and potential updates to outreach strategies based on response rates during the open period	16	\$2,500
<b>Analysis and reporting</b> including uploading results to SIDMA, running statistical analyses, presentation of results to BCWD, and developing a final report.	48	\$7,750
<b>TOTAL</b>	<b>114</b>	<b>18,500</b>

\* Estimated cost includes mileage & expenses.

## Timeline

The goal is to have the survey ready to go for the project kick-off open house, currently anticipated for mid-March 2024. We would like to share the QR code with attendees and set up a station where people can respond to the survey in an electronic or hard copy format. The survey can remain active for as long as needed, but we anticipate closing it in or around October, 2024.

## Requested Action

1. Approve this budget in the amount of \$18,500 from account 947-0022 to develop and conduct a survey which will gauge the public's understanding of threats to and opportunities for the Brown's Creek Watershed which can be used to inform the BCWD's watershed management plan update, and to establish a baseline against which BCWD can evaluate the effectiveness of their future initiatives.





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# Browns Creek Draft Survey

## Your Water Resources

1. Do you know where the rain water goes when it runs off of your property?  
 No  
 Yes

2. If you answered 'Yes' above, where does your rain water drain to?

## Your Opinions

*Please indicate your level of agreement or disagreement with the statements below.*

	Strongly Disagree	Disagree	Neither Agree nor Disagree	Agree	Strongly Agree
1. The way that I care for my lawn and yard can influence water quality in local streams and lakes.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. It is my personal responsibility to help protect water quality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. It is important to protect water quality even if it slows economic development.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. My actions have an impact on water quality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. I would be willing to pay more to improve water quality (for example: though local taxes or fees)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. I would be willing to change the way I care for my lawn and yard to improve water quality.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

7. The quality of life in my community depends on good water quality in local streams, rivers and lakes.	( )	( )	( )	( )	( )
--	-----	-----	-----	-----	-----

## Water Impairments

*Below is a list of water pollutants and conditions that are generally present in water bodies to some extent. The pollutants and conditions become a problem when present in excessive amounts. In your opinion, how much of a problem are the following water impairments in your area?*

	Not a Problem	Slight Problem	Moderate Problem	Severe Problem	Don't Know
1. Sedimentation (dirt and soil) in the water	( )	( )	( )	( )	( )
2. Nitrogen	( )	( )	( )	( )	( )
3. Phosphorus	( )	( )	( )	( )	( )
4. Bacteria and viruses in the water (such as E.coli / coliform)	( )	( )	( )	( )	( )
5. Trash or debris in the water	( )	( )	( )	( )	( )
6. Salt / TDS / Chlorides	( )	( )	( )	( )	( )
7. Heavy metals	( )	( )	( )	( )	( )
8. Habitat alteration harming local fish	( )	( )	( )	( )	( )

## Sources of Water Pollution

*The items listed below are sources of water quality pollution across the country. In your opinion, how much of a problem are the following sources in your area?*

	Not a Problem	Slight Problem	Moderate Problem	Severe Problem	Don't Know
1. Discharges from industry into streams and lakes	( )	( )	( )	( )	( )
2. Soil erosion from construction sites	( )	( )	( )	( )	( )
3. Soil erosion from farm fields	( )	( )	( )	( )	( )
4. Grass clippings and leaves entering storm drains	( )	( )	( )	( )	( )
5. Improperly maintained septic systems	( )	( )	( )	( )	( )
6. Stormwater runoff from rooftops and/or parking lots	( )	( )	( )	( )	( )
7. Droppings from geese, ducks and other waterfowl	( )	( )	( )	( )	( )
8. Excessive use of fertilizers for crop production	( )	( )	( )	( )	( )
9. Urban stormwater runoff	( )	( )	( )	( )	( )
10. Residential stormwater runoff	( )	( )	( )	( )	( )
11. Highway/road/bridge runoff	( )	( )	( )	( )	( )
12. Groundwater withdrawal	( )	( )	( )	( )	( )
13. Boat maintenance	( )	( )	( )	( )	( )
14. Shoreline erosion from boat wakes	( )	( )	( )	( )	( )
15. Recreational and tourism activities (non-boating)	( )	( )	( )	( )	( )

## Consequences of Poor Water Quality

*Poor water quality can lead to a variety of consequences for communities. In your opinion, how much of a problem are the following issues in your area?*

	Not a Problem	Slight Problem	Moderate Problem	Severe Problem	Don't Know
1. Contaminated drinking water	( )	( )	( )	( )	( )
2. Beach closures	( )	( )	( )	( )	( )
3. Contaminated fish	( )	( )	( )	( )	( )
4. Loss of desirable fish species	( )	( )	( )	( )	( )
5. Reduced beauty of lakes or streams	( )	( )	( )	( )	( )
6. Reduced opportunities for water recreation	( )	( )	( )	( )	( )
7. Excessive aquatic plants or algae	( )	( )	( )	( )	( )
8. Fish kills	( )	( )	( )	( )	( )
9. Odor	( )	( )	( )	( )	( )
10. Lower property values	( )	( )	( )	( )	( )
11. Lost economic-tourist activity	( )	( )	( )	( )	( )

## Practices to Improve Water Quality

*Please indicate which statement most accurately describes your level of experience with each practice listed below.*

	Not relevant for my property	Never heard of it	Somewhat familiar with it	Know how to use it; not using it	Currently use it
1. Following the manufacturer's instructions when fertilizing lawn or garden	( )	( )	( )	( )	( )
2. Use a mulching lawn mower	( )	( )	( )	( )	( )
3. Keep grass clippings and leaves out of the roads, ditches, and gutters	( )	( )	( )	( )	( )
4. Follow pesticide application instructions for lawn and garden	( )	( )	( )	( )	( )
5. Regular servicing of septic system	( )	( )	( )	( )	( )
6. Repair home sewage treatment system	( )	( )	( )	( )	( )
7. Properly dispose of pet waste	( )	( )	( )	( )	( )
8. Use rain barrels	( )	( )	( )	( )	( )
9. Use vegetated filter strips	( )	( )	( )	( )	( )
10. Use grass swales	( )	( )	( )	( )	( )
11. Use infiltration device	( )	( )	( )	( )	( )
12. Use extended wet detention	( )	( )	( )	( )	( )
13. Use dry detention	( )	( )	( )	( )	( )
14. Use settling basin	( )	( )	( )	( )	( )

15. Use sand filters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Use infiltration basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Use porous pavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Use wet pond	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Manage runoff from roofs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Restore compacted soils	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Use prescribed burning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Specific Constraints of Practices

***Rain Garden : A garden that uses native plants to absorb and filter stormwater collected off a roof, parking lot, sidewalk, or driveway.***

1. How familiar are you with this practice?

- Not relevant
- Never heard of it
- Somewhat familiar with it
- Know how to use it; not using it
- Currently use it

2. If the practice is not relevant, please explain why.

3. Are you willing to try this practice?

- Yes or already do
- Maybe
- No

***How much do the following factors limit your ability to implement this practice?***

	Not at all	A little	Some	A lot	Don't Know
4. Don't know how to do it	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Time required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Cost	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The features of my property make it difficult	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Insufficient proof of water quality benefit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Desire to keep things the way they are	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Physical or health limitations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Hard to use with my farming system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Lack of equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***Wet Detention: Constructed basins that have a permanent pool of water throughout the parts of the year that treat incoming stormwater runoff by allowing particles to settle and algae to take up nutrients.***

13. How familiar are you with this practice?

- Not relevant
- Never heard of it
- Somewhat familiar with it
- Know how to use it; not using it
- Currently use it

14. If the practice is not relevant, please explain why.

15. Are you willing to try this practice?

- Yes or already do
- Maybe
- No

***How much do the following factors limit your ability to implement this practice?***

	Not at all	A little	Some	A lot	Don't Know
16. Don't know how to do it	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Time required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Cost	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. The features of my property make it difficult	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Insufficient proof of water quality benefit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Desire to keep things the way they are	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Physical or health limitations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***Weekly Street Sweeping: Use of mechanical street sweeper to clean debris from roadways and parking lots.***

23. How familiar are you with this practice?

- Not relevant
- Never heard of it
- Somewhat familiar with it
- Know how to use it; not using it
- Currently use it

24. If the practice is not relevant, please explain why.

25. Are you willing to try this practice?

- Yes or already do
- Maybe
- No

*How much do the following factors limit your ability to implement this practice?*

	Not at all	A little	Some	A lot	Don't Know
26. Don't know how to do it	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Time required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Cost	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. The features of my property make it difficult	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. Insufficient proof of water quality benefit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Desire to keep things the way they are	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. Physical or health limitations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Making Decisions for my Property

*In general, how much does each issue limit your ability to change your management practices?*

	Not at all	A little	Some	A lot	Don't Know
1. Personal out-of-pocket expense	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. My own physical abilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Not having access to the equipment that I need	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Lack of available information about a practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. No one else I know is implementing the practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Approval of my neighbors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Don't know where to get information and/or assistance about those practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Environmental damage caused by practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Legal restrictions on my property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Concerns about resale value	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Not being able to see a demonstration of the practice before I decide	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The need to learn new skills or techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## About You

1. Do you make the home and lawn care decisions in your household?
  - Yes
  - No

2. What is your gender?

- Male
- Female

3. What is your age?

4. What is the highest grade in school you have completed?

- Some formal schooling
- High school diploma/GED
- Some college
- 2 year college degree
- 4 year college degree
- Post-graduate degree

5. What is the approximate size of your residential lot?

- 1/4 acre or less
- More than 1/4 acre but less than 1 acre
- 1 acre to less than 5 acres
- 5 acres or more

6. Do you own or rent your home?

- Own
- Rent

7. How long have you lived at your current residence (years)?

8. Which of the following best describes where you live?

- In a town, village, or city
- In an isolated, rural, non-farm residence
- Rural subdivision or development
- On a farm

9. Do you use a professional lawn care service?

- Yes, just for mowing
- Yes, for mowing and fertilizing
- Yes, just for fertilizing and pest control
- Yes, for mowing, fertilizing, and pest control
- No

## Information Sources

*People get information about water quality from a number of different sources. To what extent do you trust those listed below as a source of information about soil and water?*

	Not at all	Slightly	Moderately	Very much	Am not familiar
1. Local watershed project	( )	( )	( )	( )	( )
2. Local government	( )	( )	( )	( )	( )
3. U.S. Environmental Protection Agency	( )	( )	( )	( )	( )
4. University Extension	( )	( )	( )	( )	( )
5. State environmental agency	( )	( )	( )	( )	( )
6. Environmental groups	( )	( )	( )	( )	( )
7. Local garden center	( )	( )	( )	( )	( )
8. Lawn care company	( )	( )	( )	( )	( )
9. Local community leader	( )	( )	( )	( )	( )
10. Neighbors / friends	( )	( )	( )	( )	( )
11. State natural resources agency	( )	( )	( )	( )	( )
12. County Health department	( )	( )	( )	( )	( )
13. Land trust	( )	( )	( )	( )	( )
14. Browns Creek Watershed District	( )	( )	( )	( )	( )

## Thank You

1. Please use the space below for any additional comments about this survey or water resources in your community.



# RARE SPECIES DATA



**BROWN'S CREEK WATERSHED DISTRICT**

**FEBRUARY 14, 2024**

# ISSUE

**Location of protected wild animals and endangered or threatened species is not-public data “if disclosure is likely to:**

- a. hinder management, propagation, or research;**
- b. facilitate unfair chase or illegal taking, transport, or sale; or**
- c. decrease the likelihood of establishing a protected wild animal or bringing an endangered, threatened, or special concern species to a point at which it is no longer endangered, threatened, or of special concern.”**

*Minn. Stat. § 84.0872, subd. 2*

# TRICKY BIT

The data at issue are “specific location data,” which is that which “would enable persons to locate the” species.

So what can we say?



**DNR (only) can allow disclosure of data to promote public benefit by:**

- a. aiding the environmental review process;**
- b. aiding research, education, or conservation planning; or**
- c. providing information to landowners about locations occurring on the landowners' property,**  
  
**if provision of the information will promote protection of the resource.**

*Minn. Stat. § 84.0872, subd. 3*

Notwithstanding these restrictions and requirements, BCWD can use the data and board may discuss these nonpublic data in an open meeting as long as the disclosure ...

**“relates to a matter with the scope of the public body’s authority and is reasonably necessary to conduct the business or agenda item before the public body.”**

- *Not grounds to close the meeting. 13D.05, subd. 1(b)*

# UPSHOTS

***Why might such data need to be disclosed?***

*Limit disclosure to circumstances where disclosure is important to BCWD achieving resource-management goals.*

**Does the board concur in the need to disclose to property owners?**

*If yes, staff will work with DNR on disclosure plan.*

# QUESTIONS ...



# 2023 Rare Aquatic Plant Assessment (Lynch & Goggins)





# Snailseed Pondweed (*Potamogeton bicupulatus*)



- **Small, delicate aquatic plant**
- **Submerged, hair-like leaves**
- **Floating, oval leaves**
  
- **Of 2,000 DNR surveys, only found at 14 lakes**
- **Habitat poorly understood**
- **Quiet bays, small lakes, clear/soft water**

## History

- **First observed at Lynch Lake in 2014**
- **Potential observation at Goggins Lake in 2022**

## Purpose

- **Assess the Lynch population and document presence/absence at Goggins**
- **Guide long-term management of the lakes, including potential conservation actions**
- **Inventory unique species**

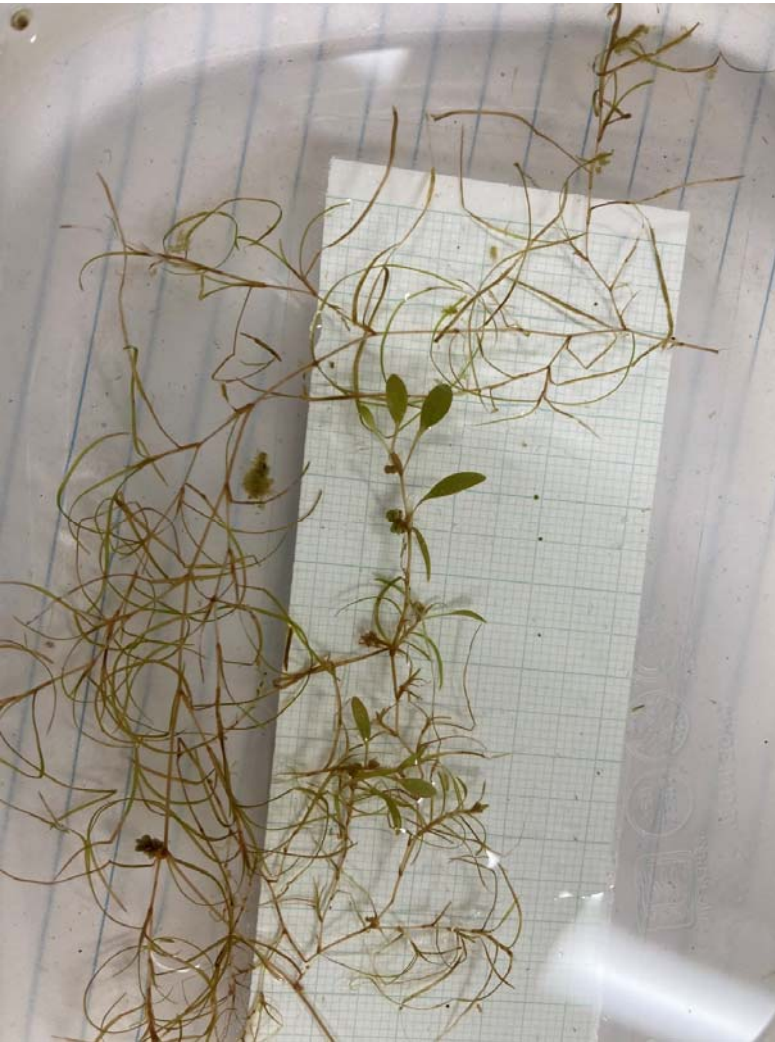


# Methods – Field Survey



- **Meander survey**
- **Water chemistry samples**

# Methods – Specimen Collection and Verification



- Examined under stereoscope
- Pressed and dried
- Sent for confirmation and annotation to species authority in Alabama



# Results – Specimen Identification



- **Goggins specimens confirmed as snailseed pondweed (Lynch specimens re-confirmed)**
- **Bonus: An additional collected species at Lynch Lake is very likely slender naiad, another rare plant. Once confirmed, would be a first County record.**



## Lynch Lake

- **Relatively small population (~120 plants)**
- **Population appears stable compared to 2014, but not observed in same locations as 2014**
- **Many uprooted fragments – animal herbivory?**
- **“Bolting”; coated in epiphytic algae**
- **Occurred at depths to 4 feet in sandy silt**
- **Overall sparse/patchy plant cover**
- **Very soft water (hardness = 10 mg/L)**





## Goggins Lake

- **Relatively robust population (> 500 plants)**
- **Healthy individuals**
- **Shallow depths/exposed sediment**
  - **Historic water level fluctuations of ~ 12 feet**
- **Variety of sediment types (silt/ sand/gravel)**
- **Dense plant cover**
- **Soft water (44 mg/L); close to moderately hard USGS threshold (61 mg/L)**



## Data Submittal

- Support species throughout range
- Support candidacy for MN DNR “Lakes of Biological Significance” list

## Outreach and Conservation Measures

- In partnership with DNR and WCD
- General lake-wide recommendations
- Site-specific recommendations

## Understand and Support Habitat Requirements

- Not much is known (is soft water an important aspect? What are the dissolved minerals, and could they relate to groundwater composition/ upwelling?)
- Water chemistry sampling in District lakes to direct potential future search efforts
- Support improving water quality trends



### **Exercise Caution in Invasive Plant Management**

- **Invasive aquatic plants are present, but do not pose imminent threat**
- **Thoroughly vet any proposed management and coordinate with DNR**
- **Support water quality and native vegetation through other means**

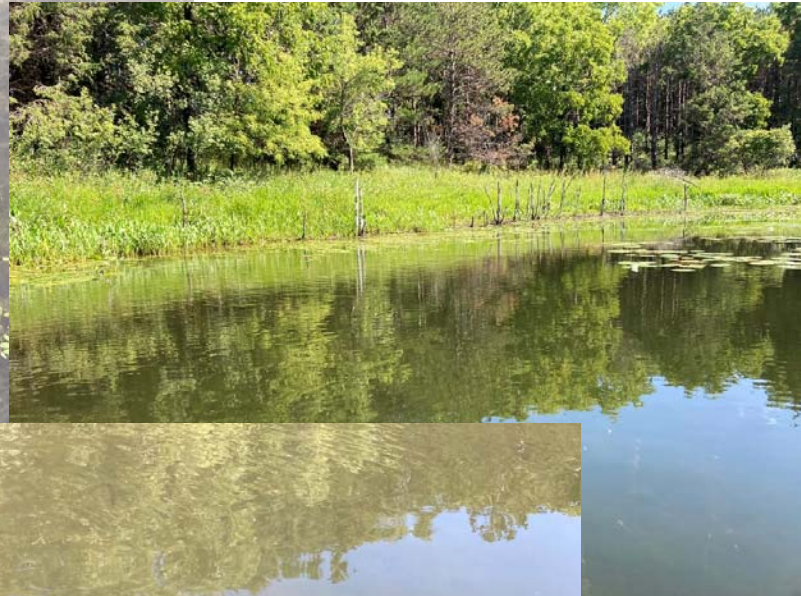
### **Lynch and Goggins Monitoring**

- **Repeat assessments every 3-5 years, including whole-lake point-intercept surveys to monitor existing populations**
- **Confirm slender naiad and other potential rare plants**

### **District-Wide Monitoring**

- **Implement regular point-intercept surveys of all lakes on 5-10 year cycle**
  - **Aquatic plant data provides good indicator of overall lake health**
  - **Lots of potential for other rare species**
  - **Highlight biodiversity value of District**

# Questions?





**MEMORANDUM**

TO: Brown’s Creek Watershed District Board  
 FROM: Karen Kill  
 RE: iPad Replacement  
 DATE: February 9, 2024

**Background**

Brown’s Creek Watershed District Board has requested costs for replacing the 2016 district iPads.

**Issue:**

In reviewing the current options with an Apple representative, it appears that the 10.9 inch iPad Air would be a good choice for the district if we are planning a similar replacement schedule in the future (~5-8 years).

The attached two quotes list the same iPads, but two different case options: one with keyboard and one without. The representative also included AppleCare+ and Apple Pencil (\$119 each).

Options for seven iPad Air	Protective Case/No Keyboard (+490)	Protective Case With Keyboard (+\$1953)
No Protection Plan (\$3843)	\$4,333	\$5,796
With Protection Plan (\$3843+\$483)	\$4,816	\$6,279

The current maximum trade in value for iPad Air 2 is \$45, pending a device inspection. This would be a maximum trade in value of \$270 for the existing six BCWD iPads.

Product information from Apple.com

**AppleCare+ protection plan information:**

*Every iPad comes with one year of hardware repair coverage through its limited warranty and up to 90 days of complimentary technical support. AppleCare+ extends your iPad, Apple Pencil, and Apple-branded iPad keyboard coverage and includes unlimited incidents of accidental damage protection. Each incident is subject to a service fee of \$49 for iPad and \$29 for Apple Pencil or Apple-branded iPad keyboard. In addition, you’ll get 24/7 priority access to Apple experts by chat or phone.*

**Managers:**

Klayton Eckles, President • Celia Wirth, Vice-President • Chuck LeRoux, Secretary • Gerald Johnson, Treasurer • Debra Sahulka



**Apple Pencil (2<sup>nd</sup> generation) information:**

*Apple Pencil (2nd generation) delivers pixel-perfect precision and industry-leading low latency, making it great for drawing, sketching, coloring, taking notes, marking up PDFs, and more. And it's as easy and natural to use as a pencil. Magnetically attaches and pairs to iPad for charging.*

**Apple Magic Keyboard:**

*It features an incredible typing experience, a trackpad that opens up new ways to work with iPadOS, a USB-C port for pass-through charging, and front and back protection. The Magic Keyboard has a floating cantilever design, allowing you to attach iPad Pro and iPad Air magnetically and to smoothly adjust it to the perfect viewing angle for you.*

*Folds into a case to provide front and back protection for traveling with iPad Pro and iPad Air.*

**Protective Case:**

*(equivalent of existing case) STM Dux Plus for iPad Air (4th generation) has been designed to withstand the rigours of the classroom, work, or everyday environment. Tested to exceed U.S. Mil-Std 810G drop tests, the Dux Plus also features integrated Apple Pencil wireless charging and storage, STM's patented magnetic closure, and transparent back for easy customization.*

**Requested Action:**

Consider replacement iPad options and disposal of existing iPads.

**Managers:**

Klayton Eckles, President • Celia Wirth, Vice-President • Chuck LeRoux, Secretary • Gerald Johnson, Treasurer • Debra Sahulka

**Quote:**2212602690 –  
18000011489699**Date:**

Thursday, February 08, 2024

**Valid until:**

Saturday, March 09, 2024

**Prepared for:**

Karen Kill

Brown's Creek Watershed  
District

455 Hayward Ave North

Oakdale, MN 55128

karen.kill@mnwcd.org

Customer ID: 18000011489697

**Ship to:**

Karen Kill

Brown's Creek Watershed  
District

455 Hayward Ave North

Oakdale, MN 55128

**Prepared by:**

Scott Reagan Reichmann

Apple Business Team

1763656 5013

rosedalebusiness@apple.com

Product / Description	Qty	Price	Total
<b>10.9-inch iPad Air Wi-Fi 64GB – Space Gray</b> MM9C3LL/A	7	\$549.00	<b>\$3,843.00</b>
<b>AppleCare+ for iPad Air (5th generation)</b> SEJA2LL/A	7	\$69.00	<b>\$483.00</b>
<b>Apple Pencil (2nd Generation)</b> MU8F2AM/A	7	\$119.00	<b>\$833.00</b>
<b>STM Dux Plus for iPad Air (4th generation) – Black</b> HPKU2ZM/A	7	\$69.95	<b>\$489.65</b>
		Subtotal	\$5,648.65
		<b>Estimated Total (USD)</b>	<b>\$5,648.65</b>

**Additional Notes**

The current maximum trade in value for iPad Air 2 is \$45, pending a device inspection.

**Terms and Conditions**

This is a quote invoice, not a receipt of purchase. The applicable sales tax and any additional surcharges (such as recycling fees) are subject to verification and will be reflected on your final invoice.

Product availability and pricing are subject to change without notification. The configurations and pricing noted in this quote are generally valid for up to 30 days, and are specifically intended for purchase by the entity indicated above. Quotes that reflect promotional or special sales event discounts are valid only for the duration of the promotion or special sales event.

Consideration for business pricing is made based on the type of product, the quantity and the availability of the products ordered. For further information regarding this proposal, please contact your Apple Business Team. Our full sales and refund terms and conditions can be found at

<https://www.apple.com/legal/sales-support/>.

**Quote:**2212602377 –  
18000011489699**Date:**

Thursday, February 08, 2024

**Valid until:**

Saturday, March 09, 2024

**Prepared for:**Karen Kill  
Brown's Creek Watershed  
District  
455 Hayward Ave North  
Oakdale, MN 55128  
karen.kill@mnwcd.org  
Customer ID: 18000011489697**Ship to:**Karen Kill  
Brown's Creek Watershed  
District  
455 Hayward Ave North  
Oakdale, MN 55128**Prepared by:**Scott Reagan Reichmann  
Apple Business Team  
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<b>Apple Pencil (2nd Generation)</b> MU8F2AM/A	7	\$119.00	<b>\$833.00</b>
<b>Magic Keyboard for iPad Pro 11-inch (4th generation) and iPad Air (5th generation) – US English – Black</b> MXQT2LL/A	7	\$279.00	<b>\$1,953.00</b>
		Subtotal	\$7,112.00
		<b>Estimated Total (USD)</b>	<b>\$7,112.00</b>

**Additional Notes**

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**Terms and Conditions**

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