

Second Amendment to the Project Agreement
Between Oak Glen LLC and
Brown's Creek Watershed District

Oak Glen Golf Course Project

November 1, 2024

This amends the September 9, 2020, agreement between Oak Glen LLC, a private Minnesota corporation (Oak Glen), and Brown's Creek Watershed District, a watershed district created pursuant to Minnesota Statutes chapters 103B and 103D (BCWD), as amended May 11, 2021, by the parties (the Amended Agreement). This second amendment is made to incorporate improving monitoring into the reuse/irrigation project at Oak Glen Golf Course that is the subject of the Amended Agreement (the Reuse System, as defined in the Amended Agreement).

WHEREAS addition of a flow meter on the pump in what's known as the North Pump House at Oak Glen Golf Course and upgrading the Reuse System to allow BCWD to remotely access flow data will better facilitate monitoring of the performance of the Reuse System and reduce disruption to Oak Glen's operations;

WHEREAS by the terms of the Amended Agreement, Oak Glen granted to BCWD rights to access and use Oak Glen Outlot G, Washington County, Minnesota, for purposes of installing, operating and maintaining a flow meter on the groundwater pump in the South Pump House; and

WHEREAS Oak Glen and BCWD enter into this second amendment to facilitate the installation and operation of a flow meter on the pump in the North Pump House, which is also located on Oak Glen Outlot G, and to add remote access to flow-monitoring data from all pumps on Oak Glen Golf Course.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this amendment, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and to continue to facilitate the Project, as defined in the Amended Agreement, for the benefit of the parties and the general public, the parties further amend the agreement as follows:

1. The Project design and specifications, development of which is provided for in paragraph 1B of the September 9, 2020, agreement, are further amended to include the installation and operation of a flow meter on the pump in the North Pump House as described in Attachment A3 and installation and operation of components necessary for remote access to and wireless transmission of flow data from all flow meters installed for the Reuse System, as described in Attachment A3 to this second amendment into the Golf Course pump system, and by its signature hereunder Oak Glen approves of the addition of the North Pump House flow meter and wireless data-transmission capability on all pumps in the Reuse System.
2. BCWD, or a contractor acting on behalf of BCWD, will install and operate the additional flow meter in the North Pump House and integrate it into the Golf Course electrical system and the Reuse System, then install and operate equipment for wireless data

transmission as described in Attachment A3, all at BCWD's sole expense, though Oak Glen will provide and pay the costs of the electrical power necessary to operate the Reuse System.

3. *License.*

- a. To facilitate the installation and operation of the flow meter and wireless data-transmission system on the pump in the North Pump House, Oak Glen hereby grants and conveys an irrevocable term license to BCWD, its contractors, agents and assigns over Oak Glen Outlot G to access and use the Golf Course facility known as the North Pump House for purposes and the duration of the installation and operation of the additional flow meter. The license granted hereby includes but is not limited to the right to ingress and egress and pass over Oak Glen on foot and using motorized equipment for staging of installation and installation of the flow meter and wireless data-transmission equipment, transmission, reading, downloading data from, replacing components of and otherwise repairing, and maintaining of all flow meters on the Project Properties, as defined in the Amended Agreement, and otherwise ensuring the function and operation of the Reuse System, enhanced as described herein. BCWD will exercise its rights under the license in a reasonable manner, mindful of the role the operation and maintenance facility in Golf Course operations.
 - b. No right of access or use of the operations and maintenance facility is granted to the general public by the license.
 - c. The license will terminate on termination of the agreement.
 - d. BCWD will notify Oak Glen at least 72 hours prior to commencement of any exercise of BCWD's right under the license.
4. On completion of the installation of the flow meter on the North Pump House pump, the flow meter becomes an integrated part of the Project, as defined in the Amended Agreement, and ownership of the flow meter and associated warranties will be conveyed to Oak Glen. BCWD will have ongoing access to all data collected by the flow meters installed as part of the Project and will timely provide any and all such data to Oak Glen.
5. The O&M Plan to be drafted to fulfill the terms of paragraphs 1E and 2B of the Amended Agreement will include and address operation and maintenance of all flow meters and the remote wireless data-access system as necessary and appropriate.
6. Paragraph 4.I of the Amended Agreement is modified as follows:

NOTICE. Any notice or other communication that either party must give to the other will be in writing and either served personally or sent to the other party at the relevant following address or such other address as either party may designate by written notice to the other:

Oak Glen LLC:

~~Patrick Renner~~ Jason Whitehill, General Manager

1599 McKusick Rd N

Stillwater, MN 55082

~~651-439-6981~~ #322 612-413-3303

~~patrick@wilsongolfgroup.com~~
jason@oakglengolf.com

BCWD:
Administrator
Brown's Creek Watershed District
c/o Washington Conservation District
455 Hayward Avenue North
Oakdale MN 55128
651-330-8220, ext. 26
KKill@mnwcd.org

Except as specifically modified herein, all terms of the Amended Agreement between the parties remain effective.

IN WITNESS WHEREOF, the undersigned have executed this second amendment intending to be legally bound by its terms as of the date of complete execution.

Oak Glen LLC

Jason Whitehill, General Manager

Date:

Brown's Creek Watershed District

Karen Kill, Administrator

Date:

Approved as to form and execution

Counsel, Brown's Creek Watershed District

Attachment A3

North Pump House Flow Meter and Wireless Data Transmission System Specifications



Tri-State Pump & Control

20092 21st Avenue East

PO Box 7

Clearwater, MN 55320

320-558-2000 Fax: 320-558-2002

tristate@tristatepump.com

www.tristatepump.com

Estimate

**This Estimate is
Good for 30 Days
from the date of
Issue**

Date	Estimate
7/5/2024	138406

Name / Address
BCWD ADMINISTRATOR KAREN KILL 455 HAYWARD AVENUE NORTH OAKDALE, MN 55128-5374
Phone: Fax:

Ship To
JOBSITE 8170 MORGAN AVENUE STILLWATER, MN 55082-9002

Terms	Rep	Project
NET 30	PJH	

Item	Description	Qty	U/M	Unit Price	Total
SIG3-2537-6C-P0-4IN	BROWNS CREEK WATERSHED PADDLE WHEEL FLOWSENSOR, 4", 4-20mA OUT	1	EA	0.00	0.00
SIGPV8S040	SADDLE FITTING, PVC, 4"	1	EA	0.00	0.00
PVC85411040	FLANGE, 4", SOC, SCH 80, VAN-STONE	2	EA	0.00	0.00
PVC80011040	PIPE, 4", SCH 80 PVC	8	FT	0.00	0.00
PWGW1325-CP	GATEWAY MULTI BUS CELLULAR PACKAGE, 4 DRY CONTACTS, 6 BUSES, INCLUDES EXTERIOR ANTENNA & 5' LEAD, POINTWATCH	3	EA	0.00	0.00
PWI/O100	BOARD WITH 3 RELAYS, 2 DRY CONTACTS, 2 PUMP MONITORS, 2 4-20mA MONITORS, POINTWATCH	3	EA	0.00	0.00
PWAMPCLAMPS	AMP CLAMPS	3	EA	0.00	0.00
LSP	PACKAGE PRICE PER QUOTE			10,052.00	10,052.00
MATERIAL	MISCELLANEOUS INSTALLATION MATERIAL	1	EA	0.00	0.00
SHIP	SHIPPING CHARGE, INCOMING - ESTIMATED	1		250.00	250.00
LF1	LABOR IN FIELD, 1 MAN	10	HR	200.00	2,000.00

We Accept Visa, MasterCard, Discover & American Express

A Processing Fee Will Be Charged On All Credit Card Payments

Net 30 Days Unless Noted - 1.5% Month Thereafter

No Returns on Electrical Components



Tri-State Pump & Control

20092 21st Avenue East

PO Box 7

Clearwater, MN 55320

320-558-2000 Fax: 320-558-2002

tristate@tristatepump.com

www.tristatepump.com

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7/5/2024	138406

Name / Address
BCWD ADMINISTRATOR KAREN KILL 455 HAYWARD AVENUE NORTH OAKDALE, MN 55128-5374
Phone:
Fax:

Ship To
JOBSITE 8170 MORGAN AVENUE STILLWATER, MN 55082-9002

Terms	Rep	Project
NET 30	PJH	

Item	Description	Qty	U/M	Unit Price	Total
PWANNUALMONITORI...	ANNUAL MONITORING FOR GATEWAY & CELLULAR, 1 YEAR	3	EA	478.80	1,436.40
	MOUNT PADDLEWHEEL FLOW SENSOR MOUNT POINTWATCH IN ALL LOCATIONS MOUNT AND WIRE DATA LOGGING PANEL AND FLOW SENSOR SET UP AND CALIBRATE TRANSMITTER TO PADDLEWHEEL SENSOR New Electrical Power (Provided by others if necessary)				
	TAX SUBJECT TO ADJUSTMENT AS APPLICABLE				

We Accept Visa, MasterCard, Discover & American Express
A Processing Fee Will Be Charged On All Credit Card Payments
Net 30 Days Unless Noted - 1.5% Month Thereafter
No Returns on Electrical Components

Subtotal	\$13,738.40
Tax (8.875%)	\$0.00
Total	\$13,738.40