



**South Washington Watershed District-Regular Meeting  
Tuesday January 12, 2021 6:00 p.m.  
Zoom Video Conference**

## **AGENDA**

- 1) Call to Order and Setting of Agenda
- 2) Public Open Forum
- 3) Consent Agenda
- 4) Manager Reports
- 5) Administrators Report
  - a) Project Update
- 6) 2021 SWWD Board Annual Meeting
  - a) Decision: 2021 Board Officers and SWWD Annual Information
- 7) Resolution #2021-001, Adoption of the Lower St. Croix Watershed Management Plan and Joint Powers Agreement
  - a) Discussion: Resolution #2021-001
  - b) Decision: Resolution #2021-001
- 8) 2021 MAWD Dues
  - a) Discussion: 2021 MAWD Dues
  - b) Decision: 2021 MAWD Dues
- 9) City of Woodbury 2021 Irrigation Controllers Program Cooperative Agreement
  - a) Discussion: City of Woodbury 2021 Irrigation Controllers Program
  - b) Decision: City of Woodbury 2021 Irrigation Controllers Program
- 10) 2021 Policy Updates
  - a) Discussion: 2021 Salary Structure
  - b) Decision: 2021 Salary Structure
  - c) Discussion: Work and Meeting Off Site Allowance
  - d) Decision: Work and Meeting Off Site Allowance

Post Until 1/13/2021

- 11) McQuade Ravine Additional Services, Houston Engineering
  - a) Discussion: McQuade Ravine Additional Services
  - b) Decision: McQuade Ravine Additional Services
  
- 12) Washington Conservation District 2021 Services Agreement
  - a) Discussion: WCD 2021 Services Agreement
  - b) Decision: WCD 2021 Services Agreement
  
- 13) SWWD Personnel Committee Reviews
  - a) Decision: 2020 Staff and Administrator Performance Reviews

Post Until 1/13/2021



## SOUTH WASHINGTON WATERSHED DISTRICT

### **South Washington Watershed District-Regular Meeting Tuesday January 12, 2021 6:00 p.m. Zoom Video Conference**

#### **Consent Agenda**

- 3) Consent Agenda
  - a) Approval of Minutes
    - i) 12/08/2020 Regular Meeting
    - ii) 1/4/2021 Special Meeting
  - b) Treasurers Report
    - i) Accounts payable December 20
    - ii) Financials year to date and Fund Balances
    - iii) Washington County 2<sup>nd</sup> Half Tax Settlement
    - iv) 2021 Broker Certification
  - c) Calendar/Meetings
    - i) Annual Board Meeting, Tuesday, January 12, 2021
    - ii) Climate Adaptation Conference, Wednesday, January 20, 2021
    - iii) Regular Board Meeting, Tuesday, February 9, 2021
    - iv) Regular Board Meeting, Tuesday, March 9, 2021
  - d) Development Reviews
    - i) Final
      - (1) None
    - ii) On Going
      - (1) La Lake/Bailey Meadows, Newport
      - (2) Newport City Hall, Newport
    - iii) New
      - (1) None
  - e) Wetland Conservation Act-None
  - f) Cost Share Program-None
  - g) Miscellaneous Correspondence

Post Until 1/13/2021



<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item a</b>
<b>Title:</b> SWWD Board Minutes	<b>Board Action Requested:</b> Approval of Minutes: 12/08/2020 Regular Meeting 1/4/2021 Special Meeting	<b>Required Signatures</b> SWWD Secretary
<b>Reviewed by:</b> MMM		
<b>Background/Justification:</b>		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b> January 8, 2021	<b>SWWD Administrator/Date:</b> January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> N/A		<b>Comments:</b>
<b>Fund</b> N/A	<b>Explanation</b>	<b>Fund Balance:</b> N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                              No Recommendation	<b>Comments</b>



Regular Meeting  
South Washington Watershed District  
Tuesday, December 8, 2020  
6:00 p.m.  
Zoom Video Conference

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

Manager Johnson called the meeting to order at 6:00 p.m. No changes to the agenda. A motion was made by Manager ChapdeLaine to approve the agenda. Manager Doucette seconded. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

**Roll Call:**

- Brian Johnson, President
- Sharon Doucette, Vice President
- Kevin ChapdeLaine, Treasurer
- Mike Madigan, Secretary

**Staff:**

- Matt Moore, District Administrator
- Melissa Imse, Operations Manager
- John Loomis, Program Manager
- Tony Randazzo, Watershed Restoration Specialist
- Attorney Jack Clinton

**Others:** Cole Williams

**2. Public Open Forum** Cole Williams thanked the managers for letting her attend the MAWD Annual Conference and sending SWWD information for review.

**3. Consent Agenda**

Items on the Consent Agenda include: November 10, 2020 Regular Board meeting minutes, November Treasurer's Report: accounts payable \$108,074.51 accounts receivable \$61,767.92, fund balance \$12,617,737.87, 4M fund balance \$12,529,585.72, Calendar of Events, Development Reviews, Wetland Conservation Act, Cost Share Program, and Miscellaneous Correspondence. A motion was made by Manager ChapdeLaine to approve the consent agenda. Manager Doucette seconded. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

**4. Manager's Report**

**Manager Johnson** – Manager Johnson reported that she attended the MAWD Annual Conference and Water Consortium meeting.

**Manager Doucette** – No report.

**Manager ChapdeLaine** – Manager ChapdeLaine reported that he attended the MAWD Annual Conference, 3M Settlement meeting, and the Water Consortium meeting.

**Manager Madigan** – Manager Madigan reported that he attended the 3M settlement meeting. Manager Madigan provided a summary of the meeting.

## 5. **Administrator Report**

**SWWD Project Updates.** Included in the board packet are project updates on: SWWD Learning Center, SWWD Watershed Overflow, Trout Brook, Glacial Valley Park and Open space, BMP Design work, East Mississippi Modeling and Retrofit Analysis, Markgrafs Lake Retrofit Analysis, and Northern Watershed Regional BMPs. The SWWD has been awarded Organization of the Year through the MCAP for demonstrating exceptional achievements and efforts to advance climate adaptation and improve resilience in Minnesota. The award will be presented at the conference on Wednesday, January 20, 2021. A motion was made by Manager Madigan to approve registration for Managers and Staff to attend the virtual conference. Manager ChapdeLaine seconded. Motion carried unanimously. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

## 6. **2021 Final Levy Certification.** A motion was made by Manager Madigan to approve the 2021 Final Levy Certification of \$1,219,805 to Washington County. Manager ChapdeLaine seconded. Motion carried unanimously. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

## 7. **Overflow Phase V Change Orders and Payments.** The managers reviewed the changes orders and payments for the Overflow Phase V project. A motion was made by Manager Madigan to approve Change Order #2, Change Order #3, and final payment of \$575,351.48 to Northern Lines Contracting. Manager Doucette seconded. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

A motion was made by Manager Doucette to approve payment of \$3,331.00 to Tom Goebel for restoration work from the Overflow Phase V project. Manager ChapdeLaine seconded. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

8. **Learning Center Design Task Order #SRF 2020-001, SRF Consulting** SWWD's Watershed Management Plan and Long Range Workplan include construction of a Learning Center at the District's Central Draw Storage Facility property that currently includes 200+ acres of restored prairie. The long range workplan currently assumes construction begins in 2021 and runs through 2022. Exact timing will depend on completion of a future City of Woodbury road to serve the site. The managers reviewed the task order for SRF Consulting to provide professional services to advance the current conceptual plan to a final plan and provide support for bidding and construction. This will prepare SWWD to construct trails and interpretive facilities in 2022 and be ready to construct the learning center building when road construction occurs. A motion was made by Manager Madigan to approve the Learning Center Task Order #SRF 2020-001 with SRF Consulting for up to \$221,090. Manager ChapdeLaine seconded. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

9. **Aquatic Vegetation Survey Task Order #WA 2020-001, Wenck** SWWD completes aquatic vegetation monitoring on District resources every 3 years and is due to monitor District lakes in 2021. The managers reviewed the task order for Wenck Associates to complete 2 full rounds of monitoring in 2021 including an early season survey to get the full extent of early season vegetation such as curly leaf pondweed and a lake season survey to get a full survey of native plants. This current task order does not include Bailey Lake which has not been monitored in the past, but could be amended to add Bailey on Board direction. A motion was made by Manager Madigan to approve the Aquatic Vegetation Survey Task Order #WA 2020-001 with Wenck for up to \$38,500 and include Bailey Lake in the Survey. Manager ChapdeLaine seconded. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

10. **Erosion and Sediment Control Inspection App Task Order #WA 2020-002, Wenck** SWWD anticipates continuing to provide erosion and sediment control inspections of private development projects in the City of Woodbury. Staff proposes development of an application to make completion and reporting of those inspections more efficient. The managers reviewed the task order for Wenck Associates to assist in developing that application which will be ready for the 2021 growing season. A motion was made by Manager Madigan to approve the Erosion and Sediment Control Inspection App Task Order #WA 2020-002 with Wenck for up to \$18,000. Manager Doucette seconded. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

11. **Nuevas Fronteras BMP Final Design Task Order #2020-002, HR Green** In 2020, staff worked with HR Green to develop 30% plans for the project designed to treat stormwater from a roughly 51-acre drainage area located in St. Paul Park along

the 9th Street storm sewer trunk line on the north edge of the Nuevas Fronteras School Parcel. Building on the preliminary design of an offline Bio Clean Kraken Filter with a Debris Separating Baffle Box (DSBB), the engineer will complete final design and construction plans for the project. The scope also includes time for completing engineer's opinion of probable costs, front end and construction specifications, responding to contractor questions during bidding, shop drawing review and construction administration. A motion was made by Manager ChapdeLaine to approve the Nuevas Fronteras BMP Final Design Task Order #2020-002 with HR Green for up to \$19,740. Manager Madigan seconded. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

## 12. Washington Conservation District Agreements

**WCD PTM App Funding Agreement** WCD has secured \$2,800.00 in Metro Conservation Districts funding from the FY19 MCD Subwatershed Analysis (SWA) Program to be used as payment for the services of the consultant. This funding requires a 75% match, the SWWD would provide \$950.00 under an existing task order (HEI2020-001) to help defer cost of obtaining consultant services required for the completion of SWA. MCD Grant reimbursement guidelines require payment to WCD at the completion of the SWA report – causing issues with contractor payment. SWWD agrees to provide payment to the consultant for the Grant approved expenditures so the consultant can be duly paid for the completed services in a timely manner. The WCD agrees to provide reimbursement of SWWD funds related to the Grant amount in full (up to \$2,800.00). WCD will reimburse SWWD funds spent within 30 days of SWA report completion. A motion was made by Manager ChapdeLaine to approve the WCD PTM App Funding Agreement with WCD for up to \$2,800. Manager Madigan seconded. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

**WCD Task Order 2019-01 Contract Extension** The WCD Task Order 2019-01 contract expires 12/31/2020. Work is not yet complete. A request from the WCD to extend the contract to June of 2021 was received. A motion was made by Manager ChapdeLaine to extend the WCD Task Order 2019-01 to June 2021. Manager Doucette seconded. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

## 13. Adjourn

The next regular Board Meeting will be held on Tuesday, January 12<sup>th</sup> at 6:00 pm. A motion was made by Manager ChapdeLaine to adjourn at 7:27 p.m. Manager Madigan seconded. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea

- Treasurer ChapdeLaine-Yea
  - Secretary Madigan-Yea
- Motion carried unanimously.

Respectfully submitted,

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Melissa Imse, Operations Manager

Approved By:

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Mr. Mike Madigan, Secretary

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Date

Special Meeting  
South Washington Watershed District  
Monday, January 4, 2021  
6:00 p.m.  
Zoom Video Conference

**Call to Order**

Manager Johnson called the meeting to order at 6:02 p.m. The purpose of the special meeting is to discuss the SWWD Administrator's 2020 Performance Review.

**Roll Call:**

- Brian Johnson, President
- Sharon Doucette, Vice President
- Kevin ChapdeLaine, Treasurer
- Mike Madigan, Secretary

**Staff:**

- Attorney Jack Clinton

**Others:** Don Pereira, former SWWD Board Manager

A motion was made by Manager ChapdeLaine to close the special meeting for purposes of conducting the review of District Administrator. Manager Madigan seconded. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

The closed meeting was reopened at 6:50 p.m. A motion was made by Manager Madigan to adjourn at 6:50 p.m. Manager Doucette seconded. A roll-call vote was done for the motion:

- President Johnson-Yea
- Vice President Doucette-Yea
- Treasurer ChapdeLaine-Yea
- Secretary Madigan-Yea

Motion carried unanimously.

Respectfully submitted,



Melissa Imse, Operations Manager

Approved By:

\_\_\_\_\_  
Mr. Mike Madigan, Secretary

\_\_\_\_\_  
Date



<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item b</b>
<b>Title:</b> SWWD Monthly Accounting	<b>Board Action Requested:</b> <b>Approval of:</b> Treasurers Report Accounts payable for December 2020 Washington County 2 <sup>nd</sup> Half Tax Settlement Northland Securities Broker Certification	<b>Required Signatures</b> SWWD Treasurer
<b>Reviewed by:</b> MMM		
<p><b>Background/Justification</b></p> <p>Accounts Payable December 20: <b>\$804,515.72</b>  Accounts Receivable December 20 <b>\$1,859,637.42</b>  4M fund Balance December 20: <b>\$13,674,751.40</b>  December 2020 Fund Balance \$</p> <p><b>Washington County 2<sup>nd</sup> Half Tax Settlement: \$1,834,057.46</b></p> <p><b>Northland Securities Broker Certification</b></p>		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b> January 8, 2021	<b>SWWD Administrator/Date:</b> January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> N/A		<b>Comments:</b>
<b>Fund</b> N/A	<b>Explanation</b>	<b>Fund Balance:</b> N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                              No Recommendation	<b>Comments</b>



# SOUTH WASHINGTON WATERSHED DISTRICT

<b>South Washington Watershed District</b>			
<b>Claims Roster</b>			
<b>December-20</b>			
<b>Vendor</b>	<b>Description</b>	<b>Invoice #</b>	<b>Amount</b>
Barr Engineering	Seasons Park Filter	23821241.00-8	\$ 23,030.00
City of Cottage Grove	CCIP Pond Maintenance	INV05390	\$ 47,165.23
City of Cottage Grove	CCIP Pond Survey	INV05391	\$ 15,000.00
City of Woodbury	January Rent	21-0031	\$ 3,048.51
Sharon Doucette	Nov-Dec 2020 Per Diem	See Attached	\$ 250.00
Friends Of the Mississippi River	Lower East Ravine Work	See Attached	\$ 7,590.00
Great River Greening	Ravine Parkway GSWD12	3314	\$ 9,345.85
Great River Greening	Cedarhurst and Crossroads GSWD 11	3316	\$ 6,795.30
Brian Johnson	Dec 2020 Per Diem	See Attached	\$ 625.00
Johnson Turner Legal	November 2020 Legal	See Attached	\$ 465.50
Kevin ChapdeLaine	Oct-Dec 2020 Per Diem	See Attached	\$ 1,000.00
Kimley Horn and Associates, Inc	Bailey Lake Lift Ops Plan	17806353	\$ 12,979.67
Minnesota Association of Watershed District	2021 Dues	See Attached	\$ 7,500.00
Metro Sales	Copier Lease Payment	INV1715734	\$ 195.00
Mike Madigan	Nov-Dec 2020 Per Diem	See Attached	\$ 625.00
<b>Payroll, Benefits, and EFT Payments</b>	<b>14 EFT, 7 Direct Dep, 2 Checks</b>		<b>\$ 668,900.66</b>
	<b>Total</b>		<b>\$ 804,515.72</b>
<b>Accounts Receivable</b>	<b>Description</b>	<b>Check #</b>	<b>Amount</b>
Washington County 2nd Half Tax Settlement	Washington County		\$ 1,834,057.46
City of Woodbury	Bailey Lake Lift Station Cost Share Payment		\$ 25,000.00
State of Minnesota	Market Value Credit		\$ 341.77
4M	December Interest		\$ 238.19
	<b>Total</b>		<b>\$ 1,859,637.42</b>
Kevin ChapdeLaine, SWWD Treasurer	Date January 12, 2021		



**WASHINGTON COUNTY TAX SETTLEMENT OF 12/01/2020**

WS SOUTH WASHINGTON		PAY 2020	PAY 2019	PAY 2018	PAY 2017	PAY 2016	PAY 2015	PAY 2014	Prior	Total Delq	P&I	MISC	TOTAL	COMMENT	
GEN	RE & PP	508,092.74	391.67	132.56	77.36	15.58	11.38	29.50	26.82	684.87			\$508,777.61		
	Ag Preserve Credit														
	Adjustment														
FD	RE & PP	64,675.38	4.81	7.16						11.97			\$64,687.35		
	Adjustment														
TIF	RE & PP														
	Excess TIF														
	Surplus/Decertified TIF														
	Adjustment														
MVR	RE & PP														
	Adjustment														
SA	RE & PP	1,325,177.32	1,589.40	560.81	270.26	94.35	58.50	110.41	79.17	2,762.90	2,456.51		\$1,330,396.73		
	Manufactured Homes														
	Forfeited Land Sale														
NON LEVY	Adjustment														
	Manufactured Homes	270.53	5.94	1.39						7.33			\$277.86		
	Forfeited Land Sale														
	Contamination Tax														
	30% Rental-County														
	30% Rental-DNR														
	30% Rental-MnDOT														
	Transmission Line														
	PILT-County CDA	529.71												\$529.71	
	PILT-Landfall HRA														
	PILT-Pondview														
	PILT-Ramsey Washington R&E Board	480.61												\$480.61	
	PILT-DNR														
	PILT-National Park Svc														
	Solar Energy														
	Unclaimed Refunds														
Penalty & Interest Apportionment															
Miscellaneous															
<b>GENERAL TAX TOTAL</b>		508,092.74	391.67	132.56	77.36	15.58	11.38	29.50	26.82	684.87			\$508,777.61		
<b>FISCAL DISPARITY TAX TOTAL</b>		64,675.38	4.81	7.16						11.97			\$64,687.35		
<b>TAX INCREMENT TOTAL</b>															
<b>MARKET VALUE REFERENDA TOTAL</b>															
<b>SPECIAL ASSESSMENT TOTAL</b>		1,325,177.32	1,589.40	560.81	270.26	94.35	58.50	110.41	79.17	2,762.90	2,456.51		\$1,330,396.73		
<b>NON-LEVY TOTAL</b>		1,280.85	5.94	1.39						7.33			\$1,288.18		
<b>GRAND TOTAL</b>		\$1,899,226.29	\$1,991.82	\$701.92	\$347.62	\$109.93	\$69.88	\$139.91	\$105.99	\$3,467.07	\$2,456.51		\$1,905,149.87		
<b>Less amounts previously remitted</b>													<b>(\$71,092.41)</b>		
<b>TOTAL TO DISTRICT</b>													<b>\$1,834,057.46</b>		

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

**I. Broker Information**

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

**II. Statement of Investment Restrictions:**

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

The investments of \_\_\_\_\_ (name of government entity)  
must comply with the requirements of Minn. Stat §§ 118A.04, 118A.05, 118.06 and 118A.07.

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

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

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

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

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

**IV. Certification**

We agree to conduct your investment transactions in accordance with Minn. Stat §§ 118A.04,  
118A.05, 118A.06 and 118A.07 and the provisions of any Additional Restrictions set forth in  
Section III above.

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

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



<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item c</b>
<b>Title:</b> SWWD Calendar	<b>Board Action Requested:</b> None Requested	<b>Required Signatures</b>
<b>Reviewed by:</b> MMM		
<p><b>Background/Justification:</b></p> <p>Calendar/Meetings</p> <ul style="list-style-type: none"> <li>i) Annual Board Meeting, Tuesday, January 12, 2021</li> <li>ii) Climate Adaptation Conference, Wednesday, January 20, 2021</li> <li>iii) Regular Board Meeting, Tuesday, February 9, 2021</li> <li>iv) Regular Board Meeting, Tuesday, March 9, 2021</li> </ul>		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b>  January 8, 2021	<b>SWWD Administrator/Date:</b>  January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b>  N/A		<b>Comments:</b>
<b>Fund</b>  N/A	<b>Explanation</b>	<b>Fund Balance:</b>  N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> Approval <u>Informational</u> Denial                No Recommendation	<b>Comments</b>

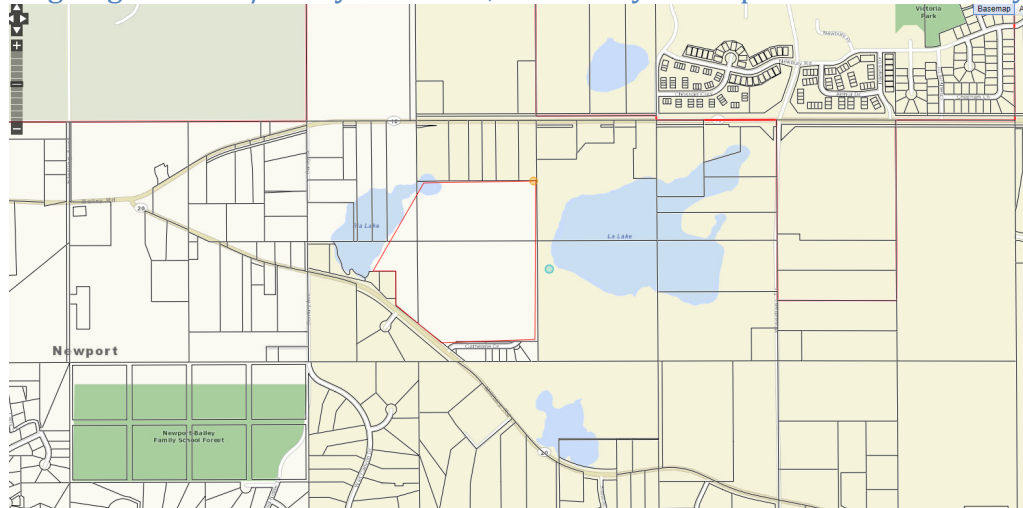


<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item d</b>
<b>Title:</b> Development Review	<b>Board Action Requested:</b> None Requested	<b>Required Signatures</b>
<b>Reviewed by:</b> MMM		
<b>Background/Justification:</b>		
<p>Development Reviews</p> <ul style="list-style-type: none"> <li>i) <u>Final</u> <ul style="list-style-type: none"> <li>(1) None</li> </ul> </li> <li>ii) <u>On Going</u> <ul style="list-style-type: none"> <li>(1) La Lake/Bailey Meadows, Newport</li> <li>(2) Newport City Hall, Newport</li> </ul> </li> <li>iii) <u>New</u> <ul style="list-style-type: none"> <li>(1) None</li> </ul> </li> </ul>		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b> January 8, 2021	<b>SWWD Administrator/Date:</b> January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> N/A		<b>Comments:</b>
<b>Fund</b> N/A	<b>Explanation</b>	<b>Fund Balance:</b> N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> Approval                      Informational Denial <b><u>No Recommendation</u></b>	<b>Comments</b>

# December 2020 Development Reviews

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



December 2020: No change.

October 2020: SWWD is working with its consultants to model outlet modification options for Ria Lake. Results have been provided to City staff for their consideration in identifying a preferred solution going forward. None of the options currently under consideration affect downstream rates or high water levels flowing into Newport.

June 2020: Woodbury is in the lead of the La Lake outlet design and implementation process and timeline. Additional high water concerns have become apparent with continued wet weather. Ria Lake is now at historical high water levels and discharging through its outlet under Military Road. That is causing inundation of private property. Staff is working with Woodbury, Newport, and County staff to evaluate the issue.

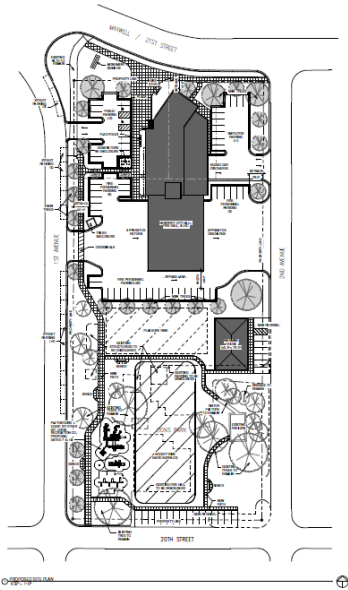
April 2020: SWWD and Woodbury staff have worked together to determine that a controlled outlet would help protect park facilities around La Lake and help protect the Bailey Meadows development from flooding due to intercommunity flows. An outlet may also provide some minimal benefit downstream. Staff is working with Woodbury to develop a MOU for implementation.

December 2019: SWWD and Woodbury staff are working with consultants to update and evaluate modeling for potential flooding downstream of La Lake.

November 2019: The Bailey Meadows development is in progress, having been approved by the City in 2018. With ongoing wet weather, La Lake has reached its emergency overflow (EOF) elevation and is causing temporary flooding issues both around La Lake and within Bailey Meadows. The larger concern is lack of live storage within La Lake with it at the EOF elevation. Lack of live storage may cause a spike in

flow rates downstream during large events. Staff is working with Woodbury, Newport, and District consultants to begin analyzing the potential impacts and determine if a solution is necessary.

### Ongoing: Newport City Hall



December 2020: No change.

October: The City is finalizing their plan for offsite treatment. They intend to pursue a project sufficient to meet treatment requirements for City Hall and Wilson Lines. Staff is working with the City to draft a memo of understanding identifying the City's responsibilities in providing offsite treatment. The MOU will be presented to the Board for approval when finalized.

September: Offsite treatment may be required due to constraints on site.

August: Staff had initial discussions with engineers and architects for the new Newport City Hall to discuss SWWD rules and options for total phosphorus treatment. The site has shallow bedrock and infiltration will not be allowed. Designers are looking at underground and offsite options.

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

The City of Cottage Grove enforces compliance with District rules through City permits. The following projects have been permitted in 2020.

- Woodward Ponds preliminary plat
- Ravine Meadows final plat
- Eastbrooke 2<sup>nd</sup> addition final plat
- Woodward Ponds Final Plat
- Summers Landing 4<sup>th</sup> Addition
- Rescind approval of Stonybrook at CSAH19/Military Rd
- High Pointe final plat
- Langdon Hills
- Northwick Park final plat

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

The City of Woodbury enforces compliance with District rules through City permits. The following projects have been permitted in 2020.

- Briarcroft final plat
- Arbor Ridge final plat
- City Place 7<sup>th</sup> addition final plat
- Spencil Hill
- Canvas at Woodbury



<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item e</b>
<b>Title:</b> Wetland Conservation Act-None	<b>Board Action Requested:</b> None Requested	<b>Required Signatures</b> None
<b>Reviewed by:</b> MMM		
<b>Background/Justification:</b>  None		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b> January 8, 2021	<b>SWWD Administrator/Date:</b> January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b>  N/A		<b>Comments:</b>
<b>Fund</b>  N/A	<b>Explanation</b>	<b>Fund Balance:</b>  N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> Approval                      Informational Denial <b><u>No Recommendation</u></b>	<b>Comments</b>





<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item f</b>
<b>Title:</b> Cost Share Program-None	<b>Board Action Requested:</b> Approve Final Payments	<b>Required Signatures</b> SWWD President
<b>Reviewed by:</b> MMM		
<b>Background/Justification:</b>		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b> January 8, 2021	<b>SWWD Administrator/Date:</b> January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> N/A		<b>Comments:</b>
<b>Fund</b>	<b>Explanation</b>	<b>Fund Balance:</b> N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> Approval            Informational Denial                No Recommendation	<b>Comments</b>



<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Consent Agenda Item g</b>
<b>Title:</b> Miscellaneous Correspondence	<b>Board Action Requested:</b> None	<b>Required Signatures</b>
<b>Reviewed by:</b> MMM		
<b>Background/Justification:</b>		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b> January 8, 2021	<b>SWWD Administrator/Date:</b> January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$		<b>Comments:</b>
<b>Fund</b>	<b>Explanation</b>	<b>Fund Balance:</b> N/A
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> Approval <u>Informational</u> Denial                No Recommendation	<b>Comments</b>



<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 5a</b>
<b>Title:</b> SWWD Project Update	<b>Board Action Requested:</b> None requested at this time	<b>Required Signatures</b>
<b>Reviewed by:</b> MMM		
<b>Background/Justification:</b> <ul style="list-style-type: none"> <li>• SWWD Watershed Overflow</li> <li>• Trout Brook</li> <li>• Glacial Valley Park and Open Space</li> <li>• Campus Greening</li> <li>• Newport ROWs</li> <li>• McQuade Ravine</li> <li>• Oakdale IESF</li> <li>• Seasons Park Stormwater Filter</li> <li>• Wilmes alum facility</li> <li>• Powers Stormwater filter</li> <li>• Nuevas Fronteras filter</li> <li>• East Mississippi Modeling and Retrofit Analysis</li> <li>• Markgrafs Lake Retrofit Analysis</li> <li>• Northern Watershed/CDSF/East Ravine Review and Optimization</li> </ul>		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b>  January 8, 2021	<b>SWWD Administrator/Date:</b>  January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b>		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> Approval <u>Informational</u> Denial                No Recommendation	<b>Comments</b>



# Memo

**To:** SWWD Board of Managers

**From:** Matt Moore, SWWD Administrator

**Date:** January 8, 2021

**Re:** SWWD Projects Update

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## **SWWD Watershed Overflow**

Complete

### **Trout Brook**

Staff will prepare plans for establishing a more effective vegetated buffer between the Afton Alps parking lot and the new stream channel to better protect Trout Brook. That effort is expected to occur in spring.

Staff is working with Vail, Great River Greening, and MnDNR to plan for an additional restoration phase. That phase is expected to include replacement of the remaining double barrel culvert crossing at Afton Alps as well as in stream restoration work at Afton Alps and within the State Park. Tentatively, plans are for design to occur through 2021 with construction in 2022, depending on funding.

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

Staff continues to work with Great River Greening to manage the prairie restoration effort at Glacial Valley (CDSF). The management focus in 2020 will be on the areas surrounding the new Ravine Parkway.

*Glacial Valley Park Learning Center and Interpretive Area Design:* The District's management plan as required by the conservation easements covering the property has been updated and approved by both Washington County and MnDNR. The management plan now contains the completed conceptual design for the learning center, trails, and interpretive features. Staff is also working with City of Woodbury staff to plan for implementing the project. Extension of Glacial Valley Road is likely in the next 1-2 years which would provide utilities for the learning center. There is interest in establishing trails and interpretive signage prior to constructing the learning center as there seems to be a lot of resident use of the existing trail around CDP85. Staff is working with its consultant to begin the formal design process. Plans should be in place to construct the learning center and associated site improvements when the road is built. Staff expects to work with City parks staff to begin mowing soft trails at the site in 2021.

### **Campus Greening**

*Lake and Middleton:* Project work has been completed in 2020. Contractor plans a spring burn to reduce thatch and reduce invasive cool season grasses (sprayed in fall, 2020).

*Crestview Elementary:* Prairie site prep and seeding is complete. Forestry mowing is complete. STS crews have been canopy thinning. Discovery of extensive Emerald Ash Borer will likely mean removal of more trees than planned. Staff is in the process of planning removal of woody material. Staff is working on goat grazing contract and exploring the potential to build Gravel Bed Nursery with lots of student involvement.

*Valley Crossing:* Savanna Site prep is complete and all trees planted. Seeding was completed in November, 2020. Outdoor classroom quotes out for solicitation.

*Grey Cloud and Cottage Grove:* Meetings with administrations have begun with student involvement in design decisions forthcoming. Design is underway. Stantec is working on Woodland and Savanna Brief.

### **Newport ROWs**

Concept plans are being worked on. Waiting for guidance from city staff.

### **McQuade Ravine**

HEi has completed alternatives analysis and is progressing to 30% design with preferred stabilization measures as identified by SWWD staff. Preferred alternatives provide a balance of long service life and cost. Staff has authorized additional geotechnical data collection and survey to keep the project moving on a tight timeline. Plans should be ready to solicit bids for spring construction.

### **Oakdale IESF**

Staff designed an Iron Enhanced Sand Filter BMP in Oakdale to treat flow draining to Armstrong Lake. Construction was managed by City staff and is now complete.

### **Seasons Filter**

Final plans and specifications are complete for the Seasons parkway filter. Staff is currently working on an agreement with City of Woodbury for construction and operation and maintenance. Plans, specifications, and the agreement should be ready for Board action in February.

### **Wilmes alum facility**

HR Green continues with preliminary design for an alum treatment facility on the North end of Wilmes Lake. Site configuration options were provided to the City. City staff identified a preferred option. HR Green will work to develop that option.

### **Powers Filter**

SWWD has Barr engineering under contract to develop 30% plans for a large stormwater filter to be installed on City property upstream of Powers Lake. That 30% design process will begin in 2021.

### **Nuevas Fronteras filter**

Staff has been working with the South Washington County Schools and City of St. Paul Park on a future underground BMP along 9<sup>th</sup> avenue. HR Green has completed 30% design of the underground BMP. A new task order has been developed for final design and installation.

### **East Mississippi Modeling and Retrofit Analysis**

SWWD continues its modeling efforts in East Mississippi. Using XP model developed for is St. Paul Park and Grey Cloud, subwatershed retrofit analysis is being conducted for the City of St. Paul Park. Subwatershed retrofit analysis is also being conducted on 4 Ravines that drain to the Mississippi River. Analysis of these largely agricultural watersheds are using PTM App data developed by Houston Engineering to identify and prioritize potential pollutant and runoff reduction projects within the study area.

### **Markgrafs Lake Retrofit Analysis**

Staff has begun a subwatershed retrofit analysis for Markgrafs Lake. The analysis will look options to reduce phosphorus loading from lake's 370 acre subwatershed.

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

Staff continues to work with its consultant and Woodbury and Cottage Grove City staff to review the District's central drainage pathway connecting the norther watershed, through the Bailey lift station, SWWD's CDSF and CDO, and Cottage Grove's East Ravine neighborhood. Through this planning effort, SWWD and its partners will have the opportunity to ensure all systems effectively operate together, identify and areas of concern, and identify potential opportunities to increase resilience in the full system.



<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 6</b>
<b>Title:</b> 2021 SWWD Board Annual Meeting	<b>Board Action Requested:</b> Approval of 2021 Board Officers and Annual SWWD Information	<b>Required Signatures</b> SWWD President
<b>Reviewed by:</b> MMM		
<p><b>Background/Justification:</b></p> <p>The SWWD Board By-laws requires the Board to elect officers at the first regularly scheduled meeting in January. Officers to be elected are President, Vice-President, Secretary and Treasurer. In addition the Board shall designate the regular meeting schedule for the year, designate the official newspaper for publication (The Pioneer Press), and designate the bank (US Bank and the League of Minnesota Cities 4M fund). The Board must also annual appoint the Citizens Advisory Committee. The Board will review the current SWWD Policies, Permit Application/Fees, Manager Activity Log, By Laws, Open Meeting Law, and Annual Workplan.</p>		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b> January 8, 2021	<b>SWWD Administrator/Date:</b> January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                              No Recommendation	<b>Comments</b>

## **SWWD Annual Meeting Agenda**

### **Election of Officers 2021**

Manager	Current Position	2021 Position
Brian Johnson	President	_____
Sharon Doucette	Vice-President	_____
Mike Madigan	Secretary	_____
Kevin ChapdeLaine	Treasurer	_____
Vacant	Manager	_____

### **Financial Institution**

#### Banking:

US Bank ZBC

4M Fund sponsored by the League of Minnesota Cities Managed by  
PMA Financial Network, Inc. Naperville, Illinois

#### Bonds and Securities:

Northland Securities

45 South 7<sup>th</sup> Street

Minneapolis Minnesota

### **Official Newspapers**

The Pioneer Press

### **Regular Meetings of the Board**

Second Tuesday of the Month

Beginning at 6:00 p.m.

Zoom Video Conferencing\**Due to the COVID 19 pandemic*

### **Manager Per Diem and Expenses**

2021 Manager Per Diem rates shall be at the State Statutory rate.

2021 District Mileage reimbursement shall be at the IRS allowable rate.

The Board shall reimburse Managers and Staff for business expenses incurred at cost

### **SWWD Policy Manual**

2021 Policy Review

### **SWWD Permit Application and Fee**

2021 SWWD Permit Application and Fee Review



**Open Meeting Law and Public Officials Information**

A copy of the open meeting law memo from Mr. Jack Clinton is included for the Board. There are no particular issues regarding open meeting law questions in the SWWD, simply serves as annual information for the Board

**2020 Board Manager Committees**

Brian Johnson- Personnel Committee, EMWREP Steering Committee, Professional Services

Sharon Doucette-Lower St. Croix Policy Committee (alternate)

Mike Madigan-Professional Services

Kevin ChapdeLaine-Financial Services, Personnel Committee, Lower St. Croix Policy Committee

**2021 SWWD CAC Appointments**

1. Elizabeth Bell
2. Ken Brittain
3. Jim Levitt
4. Howard Markus
5. Jason Meyer
6. Jane Nichols
7. John Strohfus
8. Cole Williams
9. Nathan Zerbe

**2021 Board Manager Terms**

Manager Vacancy, May 1, 2021 or sooner

Brian Johnson, expires May 1, 2022

Sharon Doucette, expires May 1, 2023

Kevin ChapdeLaine, expires May 1, 2022

Mike Madigan, expires May 1, 2023

**Requested Board Action:**

Adoption of the annual meeting agenda and establishment of SWWD annual information.

Motion by Manager \_\_\_\_\_

Seconded by Manager \_\_\_\_\_



# SOUTH WASHINGTON WATERSHED DISTRICT

## **SWWD 2021 Board Meeting Dates**

*2<sup>nd</sup> Tuesday of the Month at 6:00pm*

*Zoom Video Conferencing*

**January 12**

**February 9**

**March 9**

**April 13**

**May 11**

**June 8**

**July 13**

**August 10**

**September 14**

**October 12**

**November 9**

**December 14**

**2020 Policy Updates:**  
**Health Insurance Benefits in Employee Handbook**  
**Salary Survey in the Employee Handbook**  
**Work Off Site and Meeting Allowance Policy in the Employee Handbook**

**POLICY REVIEW SCHEDULE**

<b>POLICY</b>	<b>METHOD</b>	<b>FREQUENCY</b>	<b>MONTH</b>	<b>WHO</b>
<b>All Policies</b>	Managers Review	Annually	January	SWWD Board
<b>Program Outcomes &amp; Goals</b>	Manager Review	Annually	January	SWWD Board Administrator
<b>Asset Protection</b>	External Financial Audit Manager Review	Annually	January- May	Auditor SWWD Treasurer
<b>Salary Survey</b>	Contracted	Every 2 Years	November	Personnel Committee Administrator
<b>Compensation &amp; Benefits</b>	Managers Review	Annually	November	Personnel Committee
<b>District Asset Review</b>	External Financial Audit Manager Review	Annually	May	Auditor Asset Managers SWWD Treasurer
<b>Financial Planning – Budget</b>	Manager Review	Annually	July	SWWD Treasurer Administrator
<b>Insurance Policies</b>	Manager Review	Annually	August- Sept	SWWD Board Administrator

**Definitions:**

- 1. All Policies-** A review of all the District’s existing policies and potential policies to be considered.
- 2. Program Outcomes-** A review of the Districts goals for the year.
- 3. Salary Survey-** A review of the District staff salary determination provided by Consultant.
- 4. Asset Protection-** A review of the financial audit of the District.
- 5. District Asset Review-** A review of the financial assets of the District.

# SWWD PERMIT APPLICATION

Return application to:  
**South Washington Watershed District**  
 2302 Tower Dr  
 Woodbury, MN 55125  
 Phone: (651) 714-3714  
 Fax: (651) 714-3721

**TO BE COMPLETED BY DISTRICT:**  
 PERMIT NUMBER \_\_\_\_\_  
 AMT RECEIVED \_\_\_\_\_ DATE \_\_\_\_\_  
 RECEIVED FROM \_\_\_\_\_

\_\_\_\_\_  
**Name of Proposed Project** **Address/Intersection** **City**

\_\_\_\_\_  
**Acreage to be Graded** **Type of Development** **Total Due with Application**

\$500.00

**Rule Applicability (check all that apply):**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Rule 2: Erosion and Sediment Control      | <input type="checkbox"/> Rule 3: Wetland Management  | <input type="checkbox"/> Rule 4: Waterbody Crossings                     |
| <input type="checkbox"/> Rule 5: Floodplain Management             | <input type="checkbox"/> Rule 6: Landlocked Basins   | <input type="checkbox"/> Rule 7: Stormwater Management and Water Quality |
| <input type="checkbox"/> Rule 8: Groundwater Management            | <input type="checkbox"/> Rule 9: Water Appropriation | <input type="checkbox"/> Rule 10: Greenways and Open Spaces              |
| <input type="checkbox"/> Rule 11: Illicit Discharge and Connection | <input type="checkbox"/> Rule 12: Variances          |  |

\_\_\_\_\_  
 Name of Applicant Organization Name  
 (Site Owner or Project Developer)

\_\_\_\_\_  
 Applicant's Contact Organization Name  
 (Consulting Engr or Project Rep)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Phone Fax

\_\_\_\_\_  
 Phone Fax

\_\_\_\_\_  
 Email

\_\_\_\_\_  
 Email

The undersigned hereby acknowledges by signing this Permit Application, the undersigned, its agents, assigns and/or representatives (hereinafter "Permittee") shall abide by all the standard conditions and special terms and conditions of the South Washington Watershed District Permit.

Any work which violates the terms of the permit may result in the Watershed District issuing a Stop Work Order which shall immediately cause the work on the project relating to the permit to cease and desist.

All work on the project shall cease until the permit conditions are met and approved by the South Washington Watershed District staff.

Any attorneys' fees, costs or other expenses incurred on behalf of the Watershed District in enforcing the terms of the permit shall be the sole expense of the undersigned. Permittee shall have ten (10) days from the date of the receipt of the invoice from the South Washington Watershed District to pay for the costs incurred in enforcing the permit, by which to pay the South Washington Watershed District for said costs.

The undersigned applicant hereby agrees to be bound by the terms of the final permit, standard conditions and special conditions as may be required by the Watershed District Board for approval of the permit. The undersigned further acknowledges that it has the authority to bind the permit holder, the owner of the property and/or any entity performing work on the property pursuant to the terms of the South Washington Watershed District permit, and hereby shall be responsible for complying with the terms of the South Washington Watershed District permit.

By \_\_\_\_\_  
Permittee

**FEE SCHEDULE**  
**Adopted January 13, 2015**

NOTE: Fees and sureties shall not be collected for public projects.

**1. Permit Processing Fee**

A flat fee of \$500 is required for each permit application regardless of activity.  
All checks should be made payable to “South Washington Watershed District”.

**OPEN MEETING LAW OUTLINE**

**I. PURPOSE.**

Legislative history suggests that the Open Meeting Law was enacted to prevent public bodies from dissolving into executive session on important but controversial matters, and to insure that the public has an opportunity both to detect improper influences and present its views. Proceedings of the respective legislative committees also indicate that the law was not intended to apply to informal discussions between a few colleagues, or to groups too small to effect a decision on agency business. There is a point beyond which open discussion requirements may serve to immobilize a body and prevent the resolution of important problems. Remarks of Senators Humphrey and Nelson, Government Operations Committees April 20, 1973.

**II. OPEN MEETING LAW GENERAL REQUIREMENTS.**

A. Who is Covered.

The Statute requires all meetings of any state agency, board, commission, department, or other public body, and any committee of those governing units to be open to the public.

B. Notice Requirements.

The statute sets out the numerous formalities of the meetings and the requisite notice for specific types of meetings.

1. Regular Meetings.

- a. A schedule of the regular meetings of a public body shall be kept on file at the primary office of the public body.
- b. Follow the special meeting requirements if the time or location of the regular meeting is changed.

2. Special Meetings.

- a. The public body shall post written notice of the date, time, place and purpose of the special meeting on the principle bulletin board of that public body.
- b. The notice shall be posted and mailed or delivered at least three (3) days before the date of the meeting. This notice shall be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings with the public body.
- c. In the alternative to mailing or otherwise delivering notice to persons who have filed a written request for notice, the public body may publish the notice once, at least three days before the meeting, in the official newspaper of the public body.

3. Emergency Meeting.

The public body shall make a good faith effort to provide notice of the meeting to each news medium that has filed a written request for notice, if the request includes the news medium's telephone number. A notice of an emergency meeting shall be given by telephone or by any other method used to notify members of the public body. Posted or published notice of an emergency meeting is not required.

A general guideline for compliance is actual notice given to a person of a meeting at least 24 hours before the meeting. If this is done all notice requirements are met as to that person no matter what type of meeting is held.

Specific areas to post notices are set out in the statute.

C. Written Materials.

At least one copy of any printed materials relating to the agenda items of the meeting prepared or distributed by or at the direction of the governing body or its employees shall be available in the meeting room for inspection by the public while the governing body considers their subject matter. This subdivision does not apply to materials classified by law as other than public as defined in Chapter 13, the Minnesota Government Data Practices Act, or to

materials relating to the agenda items of a closed meeting.

### III. LIMITATIONS.

Discussions can be held with two members of a governing body (fewer than a quorum) by phone or in writing with respect to matters pending do not violate the law. (See St. Cloud Newspapers, Inc. And Moberg)

However, if such discussions become a "round robin" so that a quorum is involved in such a discussion, then those discussions can constitute a violation of the statute if they are done to avoid public hearings or to effect an agreement on a particular issue. (See Moberg)

The OML may not be circumvented by a series of one-on-one face-to-face or telephone conversations between members to martial votes on an issue before it is initially raised at a public hearing. Serial meetings in groups of less than a quorum for the purposes of avoiding public hearings or fashioning agreement on an issue may also be found to be a violation of the statute. (See Moberg)

Seminars and the like which are attended by a quorum of the governing body for the purpose of discussing pending matters must be noticed.

### IV. PENALTIES AND THE APPLICABLE STANDARD.

- A. The OML specifies penalties for violations.
  - 1. There must be proof of an intentional violation of the statute before any civil penalty can be imposed.
  - 2. If such violation is found, a penalty of up to \$300 may be imposed, which cannot be paid by the public body.
  - 3. If a person has been found to have intentionally violated this section in three or more actions brought under this section involving the same governing body, such person shall forfeit any further right to serve on such governing body or in any other capacity with such



public body for a period of time equal to the term of office such person was then serving. The statutory term of "Action" means that there has to be separate adjudications that there are violations before removal from office provision can be implemented. Brown vs. Cannon Falls Township, 723 N.W. 2<sup>nd</sup> 31 (2006).

4. In addition to other remedies, the court may award reasonable costs, disbursements, and reasonable attorney fees of up to \$13,000 to any party in an action under this section. The court may award costs and attorney fees to a defendant only if the court finds that the action under this section was frivolous and without merit.
5. A public body may pay any costs, disbursements, or attorney fees incurred by or awarded against any of its members in an action under this section.
6. No monetary penalties or attorney fees may be awarded against a member of a public body unless the court finds that there was a specific intent to violate this section.

## **V. STATUTE'S PURPOSE AND APPLICATION.**

### **A. General Background.**

The Supreme Court has settled the law in defining meetings subject to the OML. The ruling cases are set out below with a brief description of the decision.

1. The Court in St. Cloud Newspapers, Inc. v. District 742 Community Schools, 332 N.W.2d 1 (Minn. 1983), was faced with defining when a meeting occurred. It held that the informational seminars held by a school board and school administrators fell within the provisions of the OML.

Where information is received by a quorum of the public body which may influence later decisions, there is a meeting. Chance or social gatherings are exempt from the statute.

2. The Court in Hubbard Broadcasting, Inc. v. City of Afton, 323 N.W.2d 757 (Minn. 1983), held that discussions between two members of the governing body about a matter pending before the body was not a per se violation of the statute.
3. In Moberg v. Independent School District #281, 336 N.W.2d 510 (Minn. 1983), the Court addressed a school board's decision to close a school, and whether private discussions among board members violated the OML. The school board had to decide select one of three high schools to close. There had been three tie votes of the board concerning which school to close after extensive hearings and public comment.

Board members gathered privately on 17 occasions to discuss the closure issue. In addition to the face to face meetings, the board had numerous telephone calls with other board members. An independent panel was appointed which conducted its own fact finding and recommended which school to close. Thereafter, a claim was made that the board members violated the OML in reaching its decision.

In reaching its conclusion, the state Supreme Court noted that ". . . it is the duty of public officials to persuade each other in an attempt to resolve issues, and it makes little sense to suggest that they may listen to a group of non-members on important issues but not to their colleagues, who may be more expert on the subject than any other persons. Intra-agency persuasion and discussion become improper when designed to avoid public discussion altogether, to forge a majority in advance of public hearings on an issue, or to hide improper influences such as the personal or pecuniary interest of a public official."

The Court held: "We therefore hold that "meetings" subject to the requirements of the Open Meeting Law are those gatherings of a committee, sub-committee board, department, or commission thereof, at which members discuss, decide, or receive information as a group on issues relating to the official business of that governing body. Although "chance or social gatherings" are exempt from the requirements of the statute, (citing St. Cloud Newspapers, Inc. v. District 742) a quorum may not, as a group, discuss or receive information on official business under the guise of a private social

gathering." 336 N.W. 2d 510 at 518.

4. The extent of the Moberg ruling was further defined in Sovereign V. Dunn, 498 N.W.2d 62 (Minn. App. 1993) which held that a delegation of less than a quorum of the city council appointed to try and negotiate an annexation matter was not subject to the OML.
5. The Court in Thuma v. Kroschel, 506 N.W.2d 14 (Minn. App. 1993), held that discussions between three council members (quorum) about a matter pending before the body did violate the statute.
6. In Northwest Publications, Inc. v. City of St. Paul, 435 N.W.2d 64 (Minn. App. 1989), the Court addressed the Council's discussions of a proposed ordinance which may lead to a threat of litigation. The Court held that the attorney-client privilege exception to the OML was not available when a public body seeks to discuss the strengths and weaknesses of a proposed ordinance which may give rise to future litigation.
7. The Court in State by Archabal v. County of Hennepin, 505 N.W.2d 294 (Minn. 1993) examined whether a Court ordered settlement conference applied as an exception to the OML. The Court held that if an exercise of inherent judicial power was appropriately executed it will invoke the constitutionally mandated separation of powers thereby precluding the application of the OML. However, in this case, the ordered meeting was not a settlement conference and was subject to the OML.
8. In Claude v. Collins, 507 N.W.2d 452, (Minn. App. 1994), the Hibbing City Council closed the meeting to discuss topics exempt from the OML, but the Court found violations occurred when the council began to discuss other matters that were not permitted topics of a closed meeting.
9. In Brown vs. Cannon Falls Township, 723 N.W.2d 31 (2006), a board member was found to be in violation of the open meeting law, even though he had not attended the meeting. This case involved unique circumstances where the non-attending board member had been involved in setting a meeting without notice to a party who made a request for a notice concerning specific matters. The Township meeting was called to discuss ordinance provisions that impacted the plaintiff. The board member had arranged to declare

his property to be a feed lot and had his neighbor do the same in order to deny use of the plaintiff's property for a building permit.

The Township Board was denied a good faith reliance upon the Township attorney's advice that notice did not need to be given to the plaintiff since the Township attorney was advising both the Township Board and personally advising the board member. Consequently, the attorney had a conflict of interest. Therefore, reliance was not reasonable and not in good faith, due to the conflict. No one on the Board could recall the discussion that occurred at the meeting to discuss the attorney's conflict, and there were no minutes kept of that meeting which didn't help the Board's argument for good faith reliance on the attorney's opinion.

The \$13,000.00 in attorney's fees is an amount allowed to any party, and since there were two plaintiffs, the Court properly allowed \$26,000.00 in fees.

## **VI. ELECTRONIC PARTICIPATION.**

Participation by electronic means can occur if four conditions are met:

1. All members of the entity can hear one another and can hear all of the discussion and testimony;
2. Members of the public at the public meeting location can hear the discussion and all votes of members;
3. At least one member must be physically present at the regular meeting location; and
4. All votes to be conducted by roll-call.

Notice of the meeting must be given in accordance with statute and the entity must post notice on the website at least ten days before the regular meeting that some members may participated by electronic means.

## VII. VOICE MAIL/E-MAIL.

With the increase in use of technology to communicate, the use of voice mail and e-mail must be considered in context of the Open Meeting Law.

In the context of electronic communications, the following are principles concerning the Open Meeting Law:

- A. Gathering of a quorum or more of a public body where members discuss, decide or receive information as a group on issues relating to official business constitutes a "meeting under the terms of the statute".
- B. Information being received by a quorum which may influence later decisions will constitute a meeting.
- C. Discussions between two members of the public body, whether by telephone, lunch, etc. does not violate the statute.
- D. Chance social gatherings are exempt from the requirements of the statute as long as a quorum does not, as a group, discuss or receive information on official business in any setting under the guise of a private social gathering.

The principles above have been established by the Supreme Court in a series of decisions. Since those decisions, the state legislator has had many opportunities to amend the statute if they felt the effect of the court ruling should be modified. However, none of the changes to the Open Meeting Law enacted since those court decisions have resulted in any changes to the court's interpretation of a "meeting".

While the statute does not specifically address e-mail, voice mail or telephone calls, the court decisions have made it clear that discussions between two members of a governing body was not a per se violation of the opening meeting law. However, serial meetings in groups of less than a quorum conducted to avoid the requirements of the open meeting law may be found to violate the law. Using exchanges of information through voice mail or e-mail could constitute serial meetings of less than a quorum and result in a violation.

**VIII. SOCIAL MEDIA**

Recognize and use of social media by the public, the legislature adopted a provision of the open meeting law to address that. As long as use is limited to exchanges with all members of the public, there would not be a violation. Email is not considered "social media" for purposes of the statutory provision.

**IX. SUMMARY/CONCLUSION.**

Therefore, members of the public body should not use voice mail, e-mail or other technology to communicate with other members of the public body if:

- A. A quorum of the public body will be contacted on the same matter.
- B. District business is being discussed.

Exchanges of information under those circumstances could constitute a violation of the open meeting law. The main caution in dealing with e-mail is to be careful before you hit the "Reply All".

**X. SUMMARY.**

Meetings which are subject to the requirements of the OML are those gatherings of a quorum or more members of the governing body, or a quorum at which members discuss, decide, or receive information as a group on issues relating to the official business of that governing body.

Chance or social gatherings are exempt from the requirements of the statute.

A quorum may not, as a group discuss or receive information on official business in any setting under the guise of a private or social gathering.

The statute does not apply to letters, or to telephone conversations between fewer than a quorum.

# **SOUTH WASHINGTON WATERSHED DISTRICT**

## **BY-LAWS**

These By-Laws establish rules governing conduct and procedure of the Managers of the South Washington Watershed District in Washington County, Minnesota pursuant to M.S. Chapter 103(d) as amended and in conformity therewith.

### **Regular Meetings**

1. The Managers shall have regular meetings on the second Tuesday of each month. Adjourned and special sessions shall be held at any other time that the Managers may deem proper.

### **Special Meetings**

2. Special meetings may be called by any Manager, except emergency meetings. Notice of any special meeting shall be provided in accordance with the Minnesota Open Meeting Law. The Secretary or designate shall mail or email a notice at least five days before the meeting to all Managers stating the time and place of the meeting and the purpose thereof. A meeting may be called at the suggestion of any Manager without notice as above required if all Managers are given actual notice of the meeting by telephone or otherwise and the holding of such meeting is approved by all Managers orally or otherwise.

### **Open Meetings**

3. All meetings of the Managers and the Committee shall be open to the public at all times, except when closure is allowed by

the Minnesota Open Meeting Law.

### **Officers**

4. The following officers shall be elected each calendar year on or before the first regularly scheduled meeting in January: President, 1st Vice-President, 2nd Vice-President, Secretary, Treasurer. Terms are for one year unless re-elected. The President shall preside as Chairperson at all meetings of the Managers. In the absence of the President, the 1st Vice-President shall preside. In the absence of both, the 2nd Vice-President shall serve as temporary Chairperson. The Chairperson and temporary Chairperson shall have the same privileges as other Managers.

### **Quorum**

5. At all meetings of the Managers, a majority of the Managers appointed shall constitute a quorum to do business, but a minority may adjourn from day to day.

### **Order of Business**

6. At the hour appointed for the meeting, the Managers shall be called to order by the Chairperson and in his/her absence, by the acting Chairperson. Upon appearance of a quorum, the Managers shall proceed to do business which shall be continued in the following order:

A. Call to order.



- B. Approval of the Agenda.
- C. Approval of the Minutes.
- D. Report of Individual Officers.
- E. Old Business.
- F. New Business.
- G. Adjournment.

**District Procedures - General**

7. The District and its Managers, in the conduct of its meetings, shall be governed by Roberts Rules of Order.

A. The foregoing rules are adopted to facilitate the transaction of business. They should not be permitted to divert or hinder the expressed intention and desire of the Managers. Informal compliance and substantial performance shall be sufficient under the foregoing rules in the absence of objection seasonably taken. Objection is hereby declared not to have been seasonably taken as to procedural matters provided herein if a Manager present at a meeting fails to object during the meeting and request compliance with these rules, and such objection shall not be deemed seasonably taken by an absent Manager later than the next following meeting at which the alleged irregular procedure occurred.

B. The manner of voting on any business coming before the Managers shall be voice vote. Any affirmative or negative voice vote by a Manager shall be entered in the minutes at his/her request. Affirmative and negative votes shall be taken upon any

motion at the request of one Manager and the result entered in the minutes.

### **Conduct of Meetings**

8. The Chairperson shall preserve order and decide questions of order subject to an appeal of the Managers. The Chairperson may make motions, second motions or speak on any question, provided, however, that in order to do any of these things, upon demand of any Manager, shall vacate the chair and designate a temporary Chairperson. The Chairperson, or acting Chairperson, shall be entitled to vote like other members.

A. Every Manager, previous to his/her speaking, shall address the Chairperson and shall not proceed until he/she has been recognized by the Chair. He/She shall indulge in no personalities and shall confine his/her remarks to the subject under debate.

B. A Manager called to order shall immediately suspend his/her remarks until the point of order is decided by the Chair.

C. Every motion, except to adjourn, postpone, reconsider, commit, lay on the table, or for a previous question, shall be reduced to writing if the Chair or any Manager requests it; when made and seconded, it shall be stated by the Chairperson or being written, shall be read by the Secretary, and may be withdrawn before decision or amendment or any disposition thereof has been made or a vote taken thereon.

D. All resolutions shall be in writing.

E. When a question is under debate, no motion shall be entertained unless to adjourn, to lay on the table, to act on the previous question, to postpone, to commit or to amend, which several motions shall have precedence in the order in which they are named, and the first three shall be decided without debate.

F. Questions shall be divided at the request of any Manager when the question will admit thereof.

G. When a question is put by the Chair, every Manager present shall vote unless for a special reason the Manager shall be excused; if a Manager has a personal interest in the matter, the Manager shall recuse him/herself from the vote. In doubtful cases, the Chair may direct, or any Manager may call for a decision. The yeas and nays shall be called upon the request of the Chairperson or of any Manager, in which case the names of the Managers voting are required to be recorded in the minutes.

### **Committees**

9A. All committees shall be appointed by the Chair unless expressly ordered by the Board. It shall be the duty of committees to act promptly and faithfully in all matters referred to them and to make reports at the next meeting of the Board. A complete and accurate copy of all committee reports shall be made by the Secretary or designate and filed and recorded in the office of the Board. No person other than a Manager shall address the Board, except with the consent of the President or by a vote of the

majority of the Managers present.

9B. The Citizen Advisory Committee is established to advise and assist the South Washington Watershed District Board of Managers with:

- (a) District organizational development, planning processes, and program implementation
- (b) District communications between the citizenry and the Board of Managers
- (c) Consensus building and conflict resolution
- (d) Additional roles as jointly determined by the Citizen Advisory Committee and Board of Managers

The Citizen Advisory Committee performs its duties in accordance with Minnesota Statutes 103D.331

Citizen Advisory Committee members are appointed by the Board of Managers and serve at the pleasure of the Board.

The Citizen Advisory Committee will be composed of a minimum of five members who are District residents, as required by Minnesota Statutes 103D.331, and a maximum number as required to represent the diverse interests of the District's communities and neighborhoods.

The Board of Managers determines length of term for Citizen Advisory Committee membership.

### **Minutes of Meetings**

10. The Secretary or designate shall keep accurate Minutes of all meetings containing to all motions, the vote taken thereon, and

sufficient additional information to reflect the discussions and reasons for decisions. The Managers shall approve additions or corrections to the Minutes. If there are no corrections or additions, the presiding officer shall declare the Minutes approved.

### **Accounting for Funds**

11. The following procedures will be followed in accordance with the SWWD Accounting Policies and Procedures All payments shall be by check issued and signed by two members of the Board of Managers, or by Electronic Fund Transfer. The Treasurer shall keep a permanent record of receipts and disbursements, and he/she shall report on all financial transactions at the meetings of the Managers.

The Treasurer shall follow the standards of accounting as prescribed by the National Committee on Governmental Accounting (NCGA) in its publication entitled "Governmental Accounting, Auditing and Financial Reporting" (GAAFR).

All purchases shall be authorized by the Managers and claims shall be paid as promptly as possible. The Treasurer shall summarize the claims in his/her report to the Managers, who shall approve each claim before payment may be made. This shall be by a motion recorded in the minutes of the meeting.

### **Managers Compensation**

12. The claim form for Managers' per diem and expenses shall

be prepared. The original shall be submitted to the Treasurer to be processed and approved in the same manner as other claims. It will be the Manager's responsibility to retain a copy for his/her personal record.

A. Regular and Special Board meetings shall be paid for at the statutory rate. Board members may be compensated for other work on behalf of the District only for official business of the Board where the Board member is representing the District.

B. District Managers shall not be paid for travel to and from meetings held at the District's place of business. Mileage and meals will be paid only if the travel meets IRS guidelines for reimbursement. Other expenses shall be paid when they are necessarily incurred by the Managers while performing official duties.

**Amendment to By-Laws**

13. These Rules shall not be repealed, altered, or amended unless by a majority of the Managers and upon 30 days' written notice of the proposed change in its entirety unless said notice is waived by all of the Managers.

**ADOPTED THIS 11th DAY OF January, 2011.**

\_\_\_\_\_  
Jack Lavold, President

\_\_\_\_\_  
Don Pereira, Secretary



# SOUTH WASHINGTON WATERSHED DISTRICT

SWWD Board of Mangers  
1/6/2021

Mr. Brian Johnson, President  
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Woodbury, MN 55129  
Cell: 612-710-8585  
[Bdj491@gmail.com](mailto:Bdj491@gmail.com)  
Term End Date: 5/1/2022

Ms. Sharon Doucette, Vice-President  
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Cottage Grove, MN 55016  
651-216-2555  
[sharondoucette@yahoo.com](mailto:sharondoucette@yahoo.com)  
Term End Date: 5/1/2023

Mr. Kevin ChapdeLaine, Treasurer  
601 2<sup>nd</sup> Avenue  
Newport, MN 55055  
612-508-1284  
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Term End Date: 5/1/2022

Mr. Mike Madigan, Secretary  
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Term end Date: 5/1/23

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**103D.315 MANAGERS.**

Subdivision 1. **Oath.** Each manager must take and sign the oath defined in the Minnesota Constitution, article V, section 6. The signed oath must be filed with the board.

Subd. 2. **Bond.** (a) Each manager must file a bond with the board before assuming the manager's duties. The bond may be:

(1) a personal bond for each manager;

(2) a schedule or position bond or undertaking by the managers of the watershed district; or

(3) a single corporate surety fidelity, schedule or position bond or undertaking covering all managers and employees of the watershed district, including officers and employees required by law to furnish an individual bond or undertaking.

(b) The amount of the bond for managers is \$1,000, unless increased by the board. The amount of the bond for officers and employees of the watershed district is the amount set by law or by the person or board authorized to set the amounts.

(c) The bond must be conditioned substantially as provided in section 574.13.

(d) The premium for the bond must be paid by the watershed district.

Subd. 3. **Officers.** After filing the bond, the managers must elect different managers as president, secretary, and treasurer. The managers must fill vacancies occurring in the officers' positions. The managers must provide the necessary books, records, furniture, and equipment for the officers to perform their official duties.

Subd. 4. **Seal.** The managers must adopt a seal for the watershed district.

Subd. 5. **Records.** The managers must keep efficient records of all proceedings, minutes, certificates, contracts, bonds of the board's employees, and all other business transacted or action taken by the managers. The records must be open to inspection by the property owners within the watershed district and all other interested parties at all reasonable times.

Subd. 6. **Terms of office.** The term of office for a manager is three years except for the first board of managers appointed by the state board and the first board appointed by the county board. A manager's term continues until a successor is appointed and qualified.

Subd. 7. **Vacancies.** The provisions of section 351.02 regarding vacancies apply to members of the board of managers.

Subd. 8. **Compensation.** The compensation of managers for meetings and for performance of other necessary duties may not exceed \$125 a day. Managers are entitled to reimbursement for traveling and other necessary expenses incurred in the performance of official duties.

Subd. 9. **First meeting of managers.** (a) Within ten days after the first board of managers has received notice by personal service of their selection, the managers must meet at the watershed district's principal place of business.

(b) At the first meeting, the managers must take the oath under subdivision 1, provide a bond under subdivision 2, elect officers under subdivision 3, and appoint an advisory committee under section 103D.331.



Subd. 10. **Meetings.** The managers shall meet annually and at other necessary times to transact the business of the watershed district. A meeting may be called at any time at the request of any manager. When a manager requests a meeting, the secretary of the watershed district must mail a notice of the meeting to each member at least eight days before the meeting.

Subd. 11. **Administration bylaws.** The managers shall adopt bylaws for the administration of the business and affairs of the watershed district. Bylaws adopted under this subdivision are not subject to section 103D.341.

**History:** *1990 c 391 art 4 s 21; 1995 c 199 s 11-13; 2005 c 103 s 1; 1Sp2019 c 4 art 3 s 77*



# MINNESOTA

## CAMPAIGN FINANCE BOARD

December 10, 2019

Matt Moore  
South Washington WD  
2302 Tower Dr  
Woodbury, MN 55125-3330

**From:** Campaign Finance and Public Disclosure Board

**Subject:** Requirement for public officials to annually recertify statement of economic interest

You are receiving this notice because you are the contact person for an agency that has members or employees who are public officials. All public officials must update their statements of economic interest annually. The Board is asking for your help in reminding the public officials in your agency of this requirement. In doing so, please keep these things in mind:

- A public official must review and recertify his or her statement **even if he or she left the public official position during the year, or if nothing on it has changed**. Please be sure that the public officials leaving your agency at the end of the year are aware of the filing requirement.
- The annual recertification must be filed **after January 1, 2020, but no later than January 27, 2020**. A public official who does not file a recertification by the deadline will be subject to the imposition of late filing fees and a potential civil penalty.
- The Board will send letters directly to all public officials in late December notifying them of the requirement and giving them the information necessary to file online. Paper copies of the statement may be printed from the Board's website by any official unable to file online.

If you are not sure who in your agency is considered a public official, you can view the list of the public officials in your agency by entering your agency's name into the search box at <https://cfb.mn.gov/reports-and-data/officials-financial-disclosure/agency/> .

If you need to correct any inaccuracies on the list for your agency, or if you have questions about the reporting requirements in general, please contact Jodi Pope at 651-539-1183, 800-657-3889 or [jodi.pope@state.mn.us](mailto:jodi.pope@state.mn.us).

Thank you in advance for your assistance.

# Minnesota Campaign Finance and Public Disclosure Board

[cfb.mn.gov](http://cfb.mn.gov) 651-539-1180 800-657-3889

## Public and Local Officials Handbook

Last revised: 12/11/19

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## Welcome

This handbook was written for you by the staff of the Campaign Finance and Public Disclosure Board. The Board was created by the Legislature back in the 1970's. Part of its job is to oversee and publish information about how personal financial interests could influence state legislative and administrative actions and metropolitan governmental actions. You can learn more about the mission and members of the Board on our website at [cfb.mn.gov](http://cfb.mn.gov).

This handbook is for people who are public and local officials. Public and local officials must report about their individual financial interests and potential conflicts of interest.

Although many people work for the government, not all of those people are public or local officials. Public and local officials are only those individuals who hold one of the government jobs described in Chapter 10A. This handbook will tell you whether you are a public or local official and, if you are, what reports and notices you need to file.

If you print this handbook, please check the Board website periodically for updates. Look at the "Last revised" date on the first page of the online handbook to see if you have the latest version.

We have not tried to answer every possible question in this handbook. When you can't find the answer to a question here, please call us. You can find out which staff member can best help you by looking at the Getting Help section at the end of this handbook. You also can look at our website for additional information. All the forms you need also are available on our website.

In general, if you are elected or appointed to one of the positions listed in Chapter 10A, you must file a statement of economic interest. On this form, you must report some general information about your financial interests, such as your employer's name and the location of any non-homestead property that you own. You must update your statement once a year. The Board posts some of this information about public officials on its website so that the public can know when a public official might have a private financial interest in a pending public matter. Metropolitan governmental units may post some of the information about their local officials on their websites.

If one of your financial interests could be affected by a matter pending before you, you must disclose the potential conflict of interest and try to abstain from the matter. If you cannot abstain, you must explain why this is not possible. You also must disclose when you represent a client for a fee in an agency hearing.

Finally, lobbyists and their employers cannot give gifts to public and local officials except in certain limited situations. When lobbyists or their employers give public or local officials gifts that are permitted under the law, these gifts must be disclosed by the lobbyist.

## **Filing a statement of economic interest**

### **Overview**

This chapter tells you whether you qualify as a public or local official and, if you do, how to file a statement of economic interest.

### **Topics covered**

- [Are you a public official?](#)
- [What are the requirements for candidates for constitutional and legislative offices?](#)
- [What are the requirements for local officials?](#)
- [What is a statement of economic interest?](#)
- [When does your first statement of economic interest need to be filed?](#)
- [How do you complete the section for address, occupation, and employer?](#)
- [What is an associated business?](#)
- [How do you complete the section on sources of compensation?](#)
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- [How do you file your first statement of economic interest?](#)
- [When do you update your statement of economic interest?](#)
- [How do you fix mistakes on a statement of economic interest?](#)
- [What happens when you stop being a public or local official?](#)
- [What penalties apply if you don't follow the laws for statements of economic interest?](#)

### **Are you a public official?**

People who are public officials must file a statement of economic interest with the Board. Although many people work for the government, not all of those people are public officials. Public officials are only those people who hold one of the government jobs listed in Chapter 10A.

Generally, public officials fall into the following categories:

- Members of the legislature and high-level legislative employees;
- Constitutional officers and high-level employees of constitutional offices;
- Commissioners and high-level employees of state agencies;
- District court judges, appellate court judges, and supreme court justices;
- Members, directors, and high-level employees of state boards or commissions that have rule-making authority or the authority to decide contested cases;
- Administrative law judges;
- County commissioners;

- Supervisors of soil and water conservation districts;
- Managers of watershed districts and members of water management organizations; and
- Members, directors, and some employees of the boards and commissions specifically listed in Chapter 10A.

A retired judge or justice appointed to serve as a judge or justice under Minnesota Statutes section 2.724 is a public official but is not required to file a statement of economic interest.

A [complete list](#) of all positions that qualify as public officials is available on the Board's website. If your position is on this list, you are a public official and you must file a statement of economic interest with the Board.

If you fill one of the listed positions on a part-time or acting basis, you are a public official.

### **What are the requirements for candidates for constitutional and legislative offices?**

Although they are not yet public officials, candidates for constitutional and legislative offices also are required to file statements of economic interest with the Board. The constitutional offices are governor, lieutenant governor, attorney general, secretary of state, and state auditor. The legislative offices are state senator and state representative.

### **What are the requirements for local officials?**

Local officials in metropolitan governmental units also are required to file statements of economic interest. Local officials, however, file their statements with the governing body of their metropolitan governmental unit.

A metropolitan governmental unit means any of the following entities:

- the counties of Anoka; Carver; Dakota; Hennepin; Ramsey; Scott; and Washington;
- a regional rail authority established by one of the above counties;
- a city with a population over 50,000 located in one of the above counties;
- the Metropolitan Council; or
- the Metropolitan Parks and Open Space Commission and Metropolitan Airports Commission.

A local official is someone who

- holds elective office in one of the counties or cities listed above; or
- is appointed to or employed by one of the entities listed above and has the authority to make, recommend, or vote on major decisions regarding the use of public money.

The positions listed for the following entities, however, are public officials instead of local officials because these positions are on the list of public officials in Chapter 10A:

- Counties - commissioners;
- Metropolitan Council – members, regional administrator, division director, general counsel, and operations manager;
- Metropolitan Parks and Open Space Commission – members and chief administrator;
- Metropolitan Airports Commission – members and chief administrator;

If you fill one of the listed positions on a part-time or acting basis, you are a local official.

A [complete list](#) of the positions that qualify as local officials is available on the Board's website.

### **What is a statement of economic interest?**

A statement of economic interest is a form that public and local officials use to disclose information about their personal financial interests. The form has sections for information about your occupation, employer, and sources of compensation. It also has sections to disclose information about your interests in securities, real property, and the horse racing industry.

All information reported on a statement of economic interest is public. The Board posts some of the information on a public official's statement of economic interest on its website. Metropolitan governmental units may post some of the information on a local official's statement of economic interest on their websites.

### **When does your statement of economic interest need to be filed?**

The deadline for filing a statement of economic interest varies depending on the position.

Although they are not yet public or local officials, candidates for elective constitutional or legislative office or for elective office in a metropolitan governmental unit other than county commissioner must file a statement of economic interest within 14 days after filing for office.

A public official whose appointment requires confirmation by the senate must file a statement of economic interest within 14 days of undertaking the duties of the office.

All other public and local officials must file a statement of economic interest within 60 days of accepting employment or assuming the duties of a position.

### **How do you complete the section for address, occupation, and employer?**

There are two places for addresses on the first page of the statement of economic interest form. The address box on the left of the form is for the public or local official's address. You can list your home address in this box but you are not required to do so. You also can list your business address or the

address of the agency for which you serve as a public or local official. The address listed on the left side of the form is where the Board will send you information, so it's important that you can receive mail at this address.

The address box on the right side of the first page of the form is for your business address. Although all information on the statement of economic interest is public, the Board will post only your business address on its website.

Your occupation is your usual job. For some people, their usual job is the same as their public or local official position. For example, the commissioner of a state agency typically will write the word "commissioner" in the occupation box. But many public and local officials have other jobs that are their main employment. You should list your main employment as your occupation. If you are retired, a student, a homemaker, or unemployed, you can list that category as your occupation and leave the box for the employer's name empty.

If you are self-employed, you should write "self-employed" in the employer box and give the main address where you conduct your business.

### **What is an associated business?**

On the statement of economic interest, both the section for sources of compensation and the section for securities ask for information about your interests in an associated business. An associated business is one of the types of entities listed in column A

- from which you received more than \$250 in a month for your services in one of the positions listed in column B, or
- in which you own any of the securities listed in Column C that have a fair market value of more than \$10,000.

#### **Column A – Entities**

Association (this is two or more people, not all from the same immediate family, acting together)  
Corporation  
Partnership  
Limited liability company  
Limited liability partnership  
Other organized legal entity (including a trust)

#### **Column B – Positions**

Director  
Officer  
Owner  
Member  
Partner  
Employer  
Employee

#### **Column C – Securities**

Stocks  
Shares  
Bonds  
Warrants  
Options  
Annuities  
Pledges  
Notes  
Mortgages  
Debentures  
Leases  
Commercial paper

In other words, you need a type of entity that's listed in Column A **plus** one of the positions in Column B **or** ownership of one of the things in Column C before the interest qualifies as an interest in an associated business.



On your first statement of economic interest, to determine if you reached the \$250 income threshold or the \$10,000 securities threshold, you look at the period beginning on the first day of the calendar month before the month in which you became a public or local official and ending on the day that you became a public or local official. On later statements, you have an interest in an associated business if you reached the income or securities threshold in any month during the reporting period.

The date on which you became a public or local official is the effective date of your appointment to the position.

### **How do you complete the section on sources of compensation?**

The sources of compensation section is where you report information about the associated businesses that paid you money for your services. You report information about the associated business in which you own securities in the next section on the statement.

In the sources of compensation section, you list the name of any type of entity listed in Column A above that paid you more than \$250 in a month for your services in one of the positions in Column B. For each associated business, you must check the box or boxes on the form showing your relationship with that associated business.

If your employer is one of the types of entities listed in Column A, you would list your employer in the sources of compensation section and check the employee box for this line. On your first statement of economic interest, to determine if you met the \$250 income threshold, look at the calendar month before the month in which you became a public or local official and the month in which you became an official. This means, even if it is now your main occupation, your new public official position should not be listed as a source of compensation on your first statement. On later statements of economic interest, you would report the income if you reached the \$250 threshold in any month during the reporting period.

On annual statements of economic interest, you also must report any honorarium that you receive from any source that is more than \$50 in a month. In the online reporting system, you use the sources of compensation section to report these payments even when the source of the honorarium is not an associated business. On the paper form, there is a separate section for honoraria.

You are not required to report payments made to you for services you performed as an independent contractor in this section because independent contractor services are covered by the business or professional activity categories section on the statement. You also do not need to report social security payments, unemployment compensation, workers' compensation, pension benefits, insurance benefits, or income from rental property.

**Example 1:** You are self-employed and your business is organized as an S corporation. You are an officer of the corporation and an employee of the business. You receive more than \$250 in a month from your business for your services as an employee. The S corporation is an associated business because it is organized as one of the types of entities in Column A and you hold at least one of the

positions in Column B. You should list your business as an associated business in the sources of compensation section and check the boxes for employee and officer.

If you own more than 25% of the business, you also will list its business or professional activity category in that section of the statement. Finally, if you own shares in the S Corporation that are worth \$10,000 or more, you also will list your business in the securities section of the statement of economic interest. The next two sections in the handbook give you more information about filling out the business or professional activity categories section and the securities section on the statement.

**Example 2:** You are self-employed but your business is not organized as any of the types of entities listed in Column A. You receive more than \$250 in a month from your business for your services as an employee. Because your business is not one of the types of entities listed in Column A, your business would not be an associated business. You would not report it in the sources of compensation section. If you own more than 25% of the business, however, you would list the business or professional activity category for your business in the business or professional activity section on the statement.

### **How do you complete the section on business or professional activity categories?**

If you are filing your statement online, the business or professional activity categories section is where you list the following information:

- 1) The business or professional activity category of each business from which you received more than \$250 in any month as an employee if you also own 25% or more of that business; and
- 2) Each business or professional activity category in which you worked as an independent contractor, if you received compensation of more than \$2,500 in the past 12 months for work in that category.

For independent contracting income, choose the category that best describes the nature of the work you performed, not the category that describes the main function of the business or businesses for whom you worked. For example, if you were contracted by Target for graphic design work, you'd enter "Professional, Scientific, & Technical Services (Specialized Design Services)" not "Retail – General Merchandise Stores".

On the paper form, this information is divided into two sections, business ownership and independent contracting.

If you do not own more than 25% of a business or work as an independent contractor, leave this section blank.

The business and professional activity categories are available at the end of this handbook and on the Board's website. You may abbreviate a word in a category as long as the abbreviation sufficiently identifies the category that you are reporting.

## How do you complete the section on securities?

The securities section is where you report the names of associated businesses in which you own securities. A complete definition of associated business is contained in a previous section of this handbook. Briefly, for purposes of the securities section, an associated business is one of the following types of entities in which you own securities that have a fair market value of more than \$10,000:

- An association (this is two or more people, not all from the same immediate family, acting together);
- A corporation;
- A partnership;
- A limited liability company;
- A limited liability partnership or
- A trust.

For your first statement of economic interest, to determine if the value of your securities in an associated business reached the \$10,000 threshold, look at the period beginning on the first day of the calendar month before the month in which you became a public or local official and ending on the date that you became an official. On later statements of economic interest, you should report securities that had a fair market value of more than \$10,000 in any month during the reporting period.

Securities include the following things:

- Stocks;
- Shares;
- Bonds issued by a non-governmental entity;
- Warrants;
- Options;
- Annuities;
- Pledges;
- Notes;
- Mortgages;
- Debentures;
- Leases; and
- Commercial paper

IRAs, deferred compensation plans, 401(k) accounts, or other similar accounts are not themselves securities. However, investments held through these accounts may be securities and must be considered while completing the statement. To determine what to report, obtain an itemized listing of the investments held through your account. Then determine which individual investment items, if

any, meet the above definition of security, and the \$10,000 threshold, and list those items on the statement.

The following things are not securities:

- Shares of mutual funds;
- Shares of exchange-traded funds;
- Bonds issued by a governmental entity;
- Deposits in a savings account;
- Certificates of deposit;
- Money market certificates;
- Treasury bills;
- Dividends; and
- Holdings in a defined benefit pension plan.

In the securities section, you report only the name of the entity whose securities you own. You do not report the value of the securities that you own. If you bought or sold the securities during the reporting period, you can include the date of that transaction but you are not required to list any dates.

You must report the actual name of the entity, not the symbol that the entity uses for its stock on an exchange. For example, if you own securities in Target Corporation, you must list the name “Target Corporation” on your statement, not the symbol “TGT” that the company uses on the stock exchange.

**Example:** Through your IRA, you own stock in five corporations and shares in one mutual fund. The fair market value of the mutual fund shares and the stock in each of two of the corporations is more than \$10,000.

The corporations are entities that can be associated businesses. But because your securities are worth more than \$10,000 in only two of the corporations, you would only list the names of those two corporations. You would not list the names of the corporations in which your shares are worth \$10,000 or less or the name of the mutual fund or the IRA

### **How do you complete the section on real property?**

The real property section is where you report information about land in Minnesota in which you own, either personally or in partnership, one of the following interests:

- A fee simple interest (you own the property, even if you’re paying a mortgage);
- A mortgage held as a seller;
- A contract for deed held as a buyer or a seller;
- An option to buy, either direct or indirect, if your interest in the option agreement is valued at more than \$2,500; or

- An option to buy if the property has a fair market value of more than \$50,000.

You do not have to list property which you claim as a homestead.

For your first statement of economic interest, you list property that you owned on the date on which you became a public or local official. On later statements of economic interest, you must list property that you owned in any month during the reporting period.

If you bought or sold the property during the reporting period, you can list the date of that transaction but you are not required to include any dates.

You must report the county in which the property is located. If the property has a street address, you must report that address on the statement. If the property does not have a street address, you must list the section, township and range of the property or its lot, block, and addition. You must list the acreage for any property that does not have a street address.

You must check the box that describes the type of interest that you have in the property. You do not have to describe the type of property (for example; cabin or condominium). If you own a second home and you have a good reason for not disclosing the location of this property, the Board can give you permission to omit the address of this property from your statement of economic interest. You must ask the Board for this waiver in writing.

### **How do you complete the section on pari-mutuel horse racing?**

The pari-mutuel section is where you report any interest that you or an immediate family member has in property connected with horse racing in the United States and Canada. You must report both direct and indirect interests and partial interests. If the interest was bought or sold during the reporting period, you can list the date of this transaction but you are not required to list any dates.

### **How do you file your first statement of economic interest?**

If you are a public official, you can use the [online reporting system](#) located on the Board's website to file your first statement of economic interest with the Board. The Board will mail you a one-time username and password for the online system after receiving notice that you are a public official. You can use these temporary credentials to create your own account for the online reporting system.

If you do not want to use the Board's electronic system to file your statement, you must use a paper form. The [paper form](#) is available on the Board's website. You can file the form in person or by mail, fax, or email.

After you have submitted your first statement of economic interest, you will be able to update your statement using the Board's [online reporting system](#).

If you are a local official, you must check with your metropolitan governmental unit to find out how to file your statements of economic interest.

### **When do you update your statement of economic interest?**

You must review and recertify your statement of economic interest every year even if nothing has changed. This review must be completed between January 1<sup>st</sup> and the last Monday in January and covers the previous calendar year.

If you are a public official, you can use the [online reporting system](#) located on the Board's website to update your statement. Shortly before the annual update, or recertification, is due, the Board will send you a letter with instructions for completing the filing. This mailing usually is done in late December. You will be able to use the online system to review your information, to make any necessary changes, and to certify that your information is correct.

If you are a local official, you must check with your metropolitan governmental unit to find out how to update your statement of economic interest.

### **How do you fix mistakes on a statement of economic interest?**

If you are a public official and you need to correct information on your statement or add something to the statement, you can make the correction or addition using the Board's [online reporting system](#). If you need to delete information, please contact the Board for further assistance.

You also can submit corrections to the Board using the [paper statement of economic interest](#). You should indicate on the form what is being changed from the previous statement.

If you are a local official, you must check with your metropolitan governmental unit to find out how to fix mistakes on your statement of economic interest.

### **What happens when you stop being a public or local official?**

When your term as a public or local official ends, the entity on which you serve will send a notice to the Board that you no longer are a public or local official. You must review and recertify your statement of economic interest by the last Monday in January of the year after the date that you stopped being a public or local official. You do not have to wait until January, however, to update your statement. Instead, it is recommended that you update your statement as soon as possible after leaving your position.

Sometimes, government entities do not promptly notify the Board that you no longer are a public or local official. You can always contact the Board yourself to let staff know that you no longer are a public or local official.

### **What penalties apply if you don't follow the laws for statements of economic interest?**

If you do not file a statement of economic interest by the applicable due date, the Board can charge a late fee of \$5 per day up to a maximum of \$100. The Board can charge an additional penalty of up to \$1,000 for not filing a statement after the Board has sent notice that your statement is overdue.

If you certify that the information on a statement of economic interest is true when you know that the statement contains false information or omits required information, the Board can impose a civil penalty of up to \$3,000.

Signing a statement of economic interest knowing that it contains false information or omits required information also can be criminally prosecuted. For these violations, the Board could refer the matter to the Minnesota Attorney General or to a county attorney. The attorney general or the county attorney would decide whether the matter should be charged as a crime. The Board itself does not charge or prosecute criminal matters.

## Filing other notices related to your official activities

### Overview

This chapter tells you about the other notices that public and local officials must file and when those notices are due. District court judges, appeals court judges, and supreme court justices are not required to file these notices.

### Topics covered

[What is a potential conflict of interest notice and when is it due?](#)

[What is a notice of inability to abstain from potential conflict of interest and when is it due?](#)

[What is a representation disclosure notice and when is it due?](#)

[What penalties apply if you don't follow the laws governing these notices?](#)

### What is a potential conflict of interest notice and when is it due?

Public and local officials can face situations where carrying out their public duties could affect their private financial interests. In some of these situations, the law requires public and local officials, except for district court judges, appeals court judges, and supreme court justices, to disclose this potential conflict of interest. The form used for this disclosure is called a [potential conflict of interest notice](#). It is available on the Board's website.

Specifically, you must complete the potential conflict of interest notice when, in the discharge of your official duties, you would be required to take an action or make a decision that would substantially affect your financial interests or those of an associated business.

You do not have to complete the notice if the effect on you is no greater than the effect on other members of your business classification, profession, or occupation.

Also, a local official does not have to complete the notice if the pending matter involves an interest in contract governed by Minnesota Statutes sections 471.87 and 471.88.

You must file the notice before the action or decision involving the potential conflict of interest takes place.

You must provide the following information on the potential conflict of interest notice:

- Your name;
- Your address;
- The position that you hold;
- The name of the public entity where you serve as an official;



- The name of your immediate supervisor (if you are a legislator or a member of the governing body of a metropolitan governmental unit, you list the name of the presiding officer of your body of service in this box);
- The date when the action or decision occurred or will occur;
- A description of the matter requiring action or decision; and
- The nature of the potential conflict.

You also must sign the notice. Your signature certifies that the information provided on the notice is accurate.

All information on the notice is public.

You must deliver the completed notice to your immediate supervisor. If you are a legislator, you must deliver the notice to the presiding officer of your legislative body. If you are a member of the governing body of a metropolitan governmental unit, you must deliver the notice to the presiding officer of your governing body.

If there is not time to prepare the notice, you must orally tell your immediate supervisor about the potential conflict. Legislators and members of metropolitan unit governing bodies must orally tell the presiding officer of their bodies of service about the potential conflict.

What happens after you give notice of the potential conflict depends on your position. If you are not a legislator or a member of the governing body of a metropolitan governmental unit, one of the following things must happen:

- Your supervisor must assign the matter, if possible, to another employee who does not have a potential conflict of interest; or
- If you have no immediate superior, you must abstain, if possible, from having influence over the action or decision in question.

If you are a legislator or a member of the governing body of a metropolitan governmental unit, your legislative or governing body, at your request, may excuse you from taking part in the action or decision in question.

If you are not permitted or are not able to abstain from action or decision in connection with the matter, you must file a notice of inability to abstain from potential conflict of interest.

### **What is a notice of inability to abstain from potential conflict of interest and when is it due?**

When public and local officials have a potential conflict of interest between their public duties and their private financial interests, the law requires them to try to abstain from the action or decision that is creating the potential conflict. In some cases, however, such as when a legislator is not excused from voting on an issue, the official cannot abstain from the matter. In these situations, the official must file [a notice of inability to abstain from potential conflict of interest](#).

This requirement does not apply to district court judges, appeals court judges, or supreme court justices.

If you are required to file a notice of inability to abstain from potential conflict of interest, you must provide the following information on the notice:

- Your name;
- Your address;
- The position that you hold;
- The name of the public entity where you serve as an official;
- The name of your immediate supervisor (if you are a legislator or a member of the governing body of a metropolitan governmental unit, you list the name of the presiding officer of your body of service in this box);
- The date when the action or decision occurred or will occur;
- A description of the matter requiring action or decision;
- The nature of the potential conflict; and
- A description of the action that you took on the matter.

You also must sign the notice. Your signature certifies that the information provided on the notice is accurate.

All information on the notice is public.

The notice must be filed within one week of the date that the action was taken.

Local officials file the notice with the governing body of their metropolitan governmental unit. Public officials file the notice with the Board. You can file the notice with the Board in person or by mail, fax, or email.

### **What is a representation disclosure notice and when is it due?**

If you are a public official, you must file a [representation disclosure notice](#) with the Board when you represent a client for a fee in a rulemaking or contested case hearing that is held in front of an individual, board, commission, or agency that has rulemaking authority.

You must provide the following information on the representation disclosure notice:

- Your name;
- Your address;
- The position that you hold;
- The name of the public entity where you serve as an official;
- The name and address of the client represented;
- The name of the agency that held the hearing;

- The date and location of your first appearance; and
- A general description of the subjects on which you represented the client.

You also must sign the notice. Your signature certifies that the information provided on the notice is accurate.

You must file the notice with the Board within 14 days after the date of the appearance. You can file the notice in person or by mail, fax, or email.

**What penalties apply if you don't follow the laws governing these notices?**

If you do not file a representation disclosure notice by the due date, the Board can charge a late fee of \$25 per day up to a maximum of \$1,000 starting on the day after the disclosure notice was due. If you do not file a representation disclosure notice within seven days after the Board notifies you that one is due, the Board can impose a civil penalty of up to \$1,000

If you certify that the information on any of the notices in this section is true when you know that the document contains false information or omits required information, the Board can impose a civil penalty of up to \$3,000. Signing one of the notices in this section when you know that it contains false information or omits required information also can be criminally prosecuted.

## **Gifts and contributions**

### **Overview**

This section tells you about the ban on gifts from lobbyists and principals to public and local officials.

### **Topics covered**

[What is the ban on gifts from lobbyists and principals to public and local officials?](#)

[What is a political contribution?](#)

[What penalties apply to gifts that don't follow the rules?](#)

### **What is the ban on gifts from lobbyists and principals to public and local officials?**

A lobbyist or a principal may not give a gift to a public or local official or ask someone else to give a gift to one of these officials.

The gift ban applies to all judges and justices and to all county commissioners.

A gift is anything given to an official when the lobbyist or principal does not receive consideration of equal or greater value in return. The following things can be gifts:

- money;
- real or personal property;
- a service;
- loans, paying a loan, or forgiving or not collecting a loan;
- a promise of future employment;
- meals or entertainment;
- loans of personal property for less than payment of fair market value;
- giving preferential treatment for purchases; and
- honoraria.

There are some exceptions to the ban on gifts. The gift ban does not apply to the following things unless they are prohibited by some other law:

- Political contributions;
- Services to help an official in the performance of official duties, including providing advice, consultation, information, and communication in connection with legislation, and services to constituents;
- Services of insignificant monetary value;
- A plaque with a resale value of \$5 or less;
- A trinket or memento costing \$5 or less;
- Informational material with a resale value of \$5 or less;

- Food or beverage given at a reception, meal, or meeting away from the recipient's workplace by an organization before whom the recipient appears to make a speech or answer questions as part of a program; or
- Food or beverage given at a reception, meal, or meeting if the recipient is a member or employee of the legislature and all legislators were invited to the event at least five days before the event.

The gift ban also does not apply if the gift is given

- because of the official's membership in a group, a majority of whose members are not officials, provided that an equivalent gift is given to the other members of the group; or
- by a lobbyist or principal who is a member of the official's family, unless the gift is given on behalf of someone who is not a member of the official's family.

Lobbyists and principals must keep records of all gifts given to public and local officials. Lobbyists report these gifts on their lobbying disbursement reports.

The Board has an extensive [gift ban guide](#) available on its website.

### **What is a political contribution?**

A political contribution is anything given to a candidate's campaign committee. The contribution can be money or a loan. A contribution also can be a thing or a service. Political contributions are reported on the candidate's campaign finance reports.

### **What penalties apply to gifts and contributions that don't follow the rules?**

There are no statutory penalties for gifts that do not follow the rules. In the case of a prohibited gift, however, the Board may order the recipient to return the gift or to pay for it. There are various penalties for contributions that do not follow the rules. The contribution penalties are described in detail in the candidate handbooks.

## Getting help

### Overview

This chapter tells you how to get help from the Board.

### Topics covered

[What is the role of advisory opinions?](#)

[Complaints](#)

[Who do you contact for help?](#)

### What is the role of advisory opinions?

The Board on occasion issues advisory opinions that provide the Board's interpretation of a statutory provision. Over the years, the Board has issued over 400 [advisory opinions](#) which can be reviewed and searched on the Board website. If you have a question about an advisory opinion, or wish to discuss the process for requesting an opinion from the Board, contact Board staff.

### Complaints

The Board enforces the economic interest disclosure laws by reviewing reports that people file with it. Of course, not all problems with conflicts of interest show up on filed reports. If you have reason to believe that a public or local official is not reporting accurately to the Board, or in some other way has broken the conflict of interest laws, you can file a complaint with the Board. If the complaint is about an activity under the Board's jurisdiction, and evidence is provided to show that the complaint has a reasonable basis, the Board will investigate. The information concerning the complaint is private until the Board publishes its decision.

### Who do you contact for help?

At the beginning of this handbook, we told you that we wouldn't try to answer every possible question you might have. We encourage you to call or e-mail the Board for help. We want your experience with the Board to be successful, and Board staff will try their best to provide you with the information you need for that to happen.

For economic interest statement and reporting questions, please contact Board staff at (651) 539-1184 or [cfb.eis@state.mn.us](mailto:cfb.eis@state.mn.us).

For advisory opinions, Board information, or gift prohibition questions, please contact Jeff Sigurdson, Executive Director; (651) 539-1189, [jeff.sigurdson@state.mn.us](mailto:jeff.sigurdson@state.mn.us)

**You may also contact the Board as follows:**

By email at [cf.board@state.mn.us](mailto:cf.board@state.mn.us)

By telephone at (651) 539-1180 or toll free (800) 657-3889.

By TTY by calling (800) 627-3529 and asking for (651) 539-1180.

By fax to (651) 539-1196 or fax toll free (800) 357-4114.

By United States mail to:      Campaign Finance & Public Disclosure Board  
   190 Centennial Office Building  
   658 Cedar Street  
   St. Paul, Minnesota 55155-1603

## Business and professional activity categories

Use these categories for the business or professional activity category section on page 2 of the statement of economic interest. If you need more information to decide which category to use, please see the chart on the Internal Revenue Service website at <https://www.irs.gov/instructions/i1040sc#idm139664458209024>.

Accommodation	Transportation (couriers and messengers)
Administrative and Support Services	Unclassified Establishments (unable to classify)
Agriculture, Forestry, Hunting, & Fishing	Utilities
Agriculture & Forestry Support Activities	Warehousing & Storage Facilities
Amusement, Gambling, & Recreation Industries	Waste Management & Remediation Services
Broadcasting (except Internet) & Telecommunications (including internet service providers)	Wholesale Trade – Merchant Wholesalers - Durable Goods
Construction of Buildings	Wholesale Trade – Merchant Wholesalers - Nondurable Goods
Construction - Heavy and Civil Engineering	Wholesale Electronic Markets and Agents & Brokers
Construction – Specialty Trade Contractors	
Credit Intermediation & Related Activities	
Data Processing Services (including internet publishing)	
Educational Services	
Food Services & Drinking Places	
Health Care - Ambulatory Health Care Services	
Health Care – Hospitals	
Health Care - Nursing & Residential Care Facilities	
Information (publishing industries except internet)	
Insurance Agents, Brokers, & Related Activities	
Manufacturing - Chemical	
Manufacturing - Food	
Manufacturing - Leather & Allied Product	
Manufacturing - Nonmetallic Mineral Product	
Manufacturing - Other	
Mining	
Motion Picture & Sound Recording	
Museums, Historical Sites, & Similar Institutions	
Performing Arts, Spectator Sports, & Related Industries	
Personal & Laundry Services	
Professional, Scientific, & Technical Services (Architectural, Engineering, & Related Services)	
Professional, Scientific, & Technical Services (Computer Systems Design & Related Services)	
Professional, Scientific, & Technical Services (Legal, Accounting, Payroll, & Tax Preparation Services)	
Professional, Scientific, & Technical Services (Specialized Design Services)	
Professional, Scientific, & Technical Services (Other)	
Real Estate	
Religious, Grantmaking, Civic, Professional, & Similar Organizations	
Rental & Leasing Services	
Repair & Maintenance Services	
Retail - Building Material & Garden Equipment & Supplies Dealers	
Retail - Clothing & Accessories Stores	
Retail - Electronic & Appliance Stores	
Retail - Food & Beverage Stores	
Retail - Furniture & Home Furnishing Stores	
Retail - Gasoline Stations	
Retail - General Merchandise Stores	
Retail - Health & Personal Care Stores	
Retail - Motor Vehicle & Parts Dealers	
Retail - Sporting Goods, Hobby, Book, & Music Stores	
Retail - Miscellaneous Store Retailers	
Retail - Nonstore Retailers	
Securities, Commodity Contracts, & Other Financial Investments & Related Activities	
Social Assistance	
Transportation	



## 2020 Manager Conferences/Meetings

### Brian Johnson

Jan-20 Washington County Consortium Meeting  
Feb-20 City of Woodbury Meeting  
Washington County Consortium Meeting  
Overflow Meeting  
Mar-20 City of Cottage Grove Council Meeting  
Jun-20 Washington Conservation District Workshop  
Aug-20 SWWD Planning Workshop  
Sep-20 Wilmes Meeting  
Washington County Commissioners Budget Meetings  
Oct-20 City of Woodbury Meeting  
Washington County Water Consortium Meeting  
Wilmes Meeting  
EMWREP Meeting  
Nov-20 SWWD Personnel Committee Meeting  
Dec-20 MAWD Annual Conference

### Mike Madigan

Feb-20 Overflow Phase V Meeting  
Mar-20 City of Cottage Grve Council Meeting  
Overflow Open House  
Jul-20 City of Woodbury Meeting  
Aug-20 SWWD Planning Workshop  
Oct-20 City of Woodbury Meeting  
Dec-20 MAWD Annual Conference

### Kevin ChapdeLaine

Jan-20 1W1P Policy Committee Meeting  
Feb-20 Overflow Phase V Meeting  
Mar-20 Grey Cloud Township Meeting  
Jun-20 Newport Overlooks Meeting  
Aug-20 SWWD Planning Workshop  
Sep-20 BMP Workshop for Newport Landowners  
Nov-20 SWWD Personnel Committee Meeting  
Dec-20 MAWD Annual Conference  
Washington County Water Consortium Meeting

### Sharon Doucette

Aug-20 SWWD Planning Workshop



# IRS issues standard mileage rates for 2021

IR-2020-279, December 22, 2020

WASHINGTON — The Internal Revenue Service today issued the 2021 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2021, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 56 cents per mile driven for business use, down 1.5 cents from the rate for 2020,
- 16 cents per mile driven for medical, or moving purposes for qualified active duty members of the Armed Forces, down 1 cent from the rate for 2020, and
- 14 cents per mile driven in service of charitable organizations, the rate is set by statute and remains unchanged from 2020.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the [Tax Cuts and Jobs Act](#), taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving Expenses for Members of the Armed Forces](#).

Taxpayers always have the option of calculating the [actual costs](#) of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but must opt to use it in the first year the car is available for [business use](#). Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the standard mileage rate is chosen.

[Notice 2021-02](#) [PDF](#), contains the optional 2021 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2021 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

*Page Last Reviewed or Updated: 22-Dec-2020*

2021 Work Plan  
South Washington Watershed District

Date Established: 9-Jan-18  
Date Last Updated: 8-Jan-21  
Last Updated by: MAJ

SWWD 2021 Budget					
Management Area / Action Item	SWWD Staff	Professional Services	Capital Outlay	WCD Technical Services	Management Area Total
<b>1.0 (1) Planning</b>					<b>\$365,950.00</b>
<b>1.1 Surface Water (1)</b>					
Gen Staff time Modeling	\$13,200.00				
Gen Staff time Resource Mgmt Plan	\$4,400.00				
Gen Staff time Climate Adaptation	\$17,600.00				
Gen Staff time Flood Damage Reduction	\$5,500.00	\$15,000.00			
SWW Hydrologic Modeling		\$25,000.00			
SWW Climate Adaptation		\$15,000.00			
SWW Flood Damage Reduction		\$150,000.00			
EMW Hydrologic Modeling		\$5,000.00			
EMW Climate Adaptation		\$10,000.00			
LSC Hydrologic Modeling		\$5,000.00			
<b>1.2 Groundwater (2)</b>					
Gen Staff Time	\$5,500.00				
<b>1.3 Natural Resource (3)</b>					
Gen Grassland Implementation	\$11,000.00				
Gen Wetland Inventory	\$11,000.00				
Gen Ravine Survey	\$4,400.00				
Gen In Lake Restoration Planning	\$4,400.00		\$15,000.00		
<b>1.4 Watershed Plan (4)</b>					
Gen Staff time Watershed Plan Amendment	\$48,950.00				
<b>2.0 (2) Regulatory</b>					<b>\$26,550.00</b>
<b>2.1 Development Reviews/Regional Assessments (1)</b>					
Gen Staff Program Management	\$4,400.00				
Gen Consult Development Review		\$9,050.00			
<b>2.2 Wetland Conservation Act (2)</b>					
Gen	\$5,500.00			\$1,000.00	
<b>2.3 Erosion and Sediment Control (3)</b>					
Gen	\$8,600.00				
<b>2.4 Rules (4)</b>					
Gen	\$0.00				
<b>3.0 (3) Implementation &amp; Maintenance</b>					<b>\$3,063,154.00</b>
<b>3.1 Monitoring (1)</b>					
Gen Staff time	\$11,000.00				
Gen WCD Monitoring Program				\$174,454.00	
<b>3.2 Watershed Restoration (2)</b>					
Gen Targeted Retrofit	\$35,200.00				
SWW Targeted Retrofit (Willes Lake)			\$350,000.00		
SWW Climate Resiliency Construction			\$175,000.00		
Gen Rural	\$22,000.00				
Gen Ag BMP Pilots			\$50,000.00		
Gen Climate Resiliency	\$22,000.00				
Gen Greenway Habitat In Lake In Stream	\$9,900.00				
Gen Linear Corridor			\$100,000.00		
Gen Buffer			\$50,000.00		
Gen In Lake			\$25,000.00		
EMW Targeted Retrofit (Mississippi River)			\$400,000.00		
EMW Climate Resiliency			\$10,000.00		
LSC Targeted Retrofit (St Croix River)			\$150,000.00		
LSC Climate Resiliency			\$5,000.00		
<b>3.3 Maintenance (3)</b>					
Gen	\$9,900.00				
SWW BMP Maintenance			\$50,000.00		
EMW BMP Maintenance			\$10,000.00		
LSC BMP Maintenance			\$10,000.00		
<b>3.4 Capital Improvement Plan (4)</b>					
GEN Program Management	\$11,000.00				
OVR Overflow Maintenance			\$177,500.00		
SWW Learning Center Construction			\$300,000.00		
LSC Road Break			\$50,000.00		
<b>3.5 Incentives (5)</b>					
Gen (Water Quality Cost Share Program)	\$22,000.00		\$50,000.00	\$10,000.00	
Gen (AG BMP Program)			\$40,000.00		
Gen (Coordinated CIP)	\$6,600.00				
SWW (Flood Damage)			\$100,000.00		
SWW (Coordinated CIP)			\$50,000.00		
EMW (Flood Damage)			\$10,000.00		
EMW (Coordinated CIP)			\$2,000.00		
LSC (Flood Damage)			\$5,000.00		
LSC (Coordinated CIP)			\$3,000.00		
<b>3.6 Groundwater Sustainability (6)</b>					
Gen	\$6,600.00				
SWW (Irrigation Controllers)			\$50,000.00		
<b>4.0 (4) Education &amp; Information</b>					<b>\$179,150.00</b>
<b>4.1 Education (1)</b>					
GEN					
Staff	\$12,100.00				
Local Education			\$3,700.00		
CAC			\$500.00		
EMWREP		\$26,250.00			
Master Watershed Stewards			\$2,000.00		
Experiential Programs			\$50,000.00		
Metro Watershed Partners			\$2,500.00		
<b>Information (2)</b>					
GEN					
Staff	\$17,050.00				
MN Stormwater Research		\$15,000.00			
Website/Databases		\$30,000.00			
Stormwater Utility Administration		\$15,000.00			
GIS		\$5,000.00			
Project Documentation					
<b>5.0 (5) Administrative/Operational</b>					<b>\$446,925.00</b>
GEN					
Salaries/Benefits	\$256,500.00				
Manager Per Diem/Expenses	\$18,400.00				
Office Rent	\$40,583.00				
Employee Expenses	\$12,000.00				
Employee Training	\$15,000.00				
Office Equipment	\$10,000.00				
Office Supplies	\$7,000.00				
District Vehicle	\$20,000.00				
Legal Notices	\$1,924.00				
Dues	\$9,600.00				
Insurance/Bond	\$22,050.00				
Accounting Payroll	\$3,900.00				
Monthly Accounting	\$2,200.00				
Audit	\$13,000.00				
Legal	\$9,000.00				
HR/Other Consulting	\$5,768.00				
Equipment	\$0.00				
<b>6.0 (6) Debt Service</b>					<b>\$275,000.00</b>
EMW			\$275,000.00		
<b>Total</b>	<b>\$774,725.00</b>	<b>\$325,300.00</b>	<b>\$3,071,250.00</b>	<b>\$185,454.00</b>	<b>\$4,356,729.00</b>



<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 7</b>
<b>Title:</b> Resolution #2021-001, Adoption of the Lower St. Croix Watershed Management Plan as Guidance Document and the Joint Power Agreement	<b>Board Action Requested:</b> Approve Resolution #2021-001	<b>Required Signatures</b> SWWD President SWWD Secretary
<b>Reviewed by:</b> MMM		
<p><b>Background/Justification:</b></p> <p>At the November 2020 Board Meeting, the managers adopted and approved Lower St. Croix Watershed Management Plan as a Guidance document to the SWWD 2016 Watershed Management Plan and approved the Joint Powers Agreement. Attached is Resolution #2021-001 and a copy of the Joint Powers Agreement for approval and signature.</p>		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b> January 8, 2021	<b>SWWD Administrator/Date:</b> January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                No Recommendation	<b>Comments</b>



# SOUTH WASHINGTON WATERSHED DISTRICT

## **SWWD RESOLUTION #2021-001**

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the SWWD Board hereby adopts the Lower St. Croix Comprehensive Watershed Management Plan as a Guidance Document to the SWWD 2016 Watershed Management Plan.

BE IT FURTHER RESOLVED that the SWWD Board authorizes the implementation of the Lower St. Croix Comprehensive Watershed Management Plan for the area of SWWD identified within said plan and directs the SWWD Administrator to administer the implementation of such portion of the plan on behalf of the SWWD.

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

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

BE IT FURTHER RESOLVED that, pursuant to the terms of said Joint Powers Agreement, the SWWD Board appoints **Kevin ChapdeLaine**, Board Manager, to serve as standing representative of the SWWD on the Policy Committee as provided in the Joint Powers Agreement and the length of such appointment shall be for a term of one year, commencing on **January, 1 2021** and lapsing on **December, 31 2021**.

BE IT FURTHER RESOLVED that, pursuant to the terms of said Joint Powers Agreement, the SWWD Board appoints **Sharon Doucette**, Board Manager, to serve as alternate representative of the SWWD on the Policy Committee as provided in the Joint Powers Agreement and the length of such appointment shall be for term of one year, commencing on **January, 1 2021** and lapsing on **December, 31 2021**.

BE IT FURTHER RESOLVED that the SWWD Board authorizes and directs the SWWD Administrator to carry-out all duties and obligations required of the SWWD under the Joint Powers Agreement.

Manager \_\_\_\_\_ moved the adoption of the foregoing Resolution #2021-001, and

Manager \_\_\_\_\_ seconded the adoption of the Resolution, and it was duly adopted by the

Board on the 12th day of January, 2021.

\_\_\_\_\_  
Brian Johnson, President

\_\_\_\_\_  
Michael Madigan, Secretary

**JOINT POWERS AGREEMENT  
FOR THE IMPLEMENTATION OF  
THE LOWER ST. CROIX COMPREHENSIVE WATERSHED MANAGEMENT PLAN**

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

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

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

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

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

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

**RECITALS**

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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS

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

1. Purpose: This Agreement has the following purposes:



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

## 2. Eligibility and Procedure to Become A Party

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

- c. **Adding Additional Parties:** A qualifying local unit of government that desires to become a Party to this Agreement at any time later than 60-days following State approval of the Plan shall provide the Administrative Coordinator a formal statement that indicates its intent to become a Party to this Agreement and a certified copy of the resolution or motion adopted by its governing board that contains all of the following:
- i. A declaration of intent to join as a Party to the Agreement;
  - ii. A statement that the local government unit is authorized to enter into and be bound by the terms and conditions of this Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee; and
  - iii. A statement that the local government unit adopts the Plan.

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

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

### 3. Payments and Financial Responsibilities of the Parties

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

### 4. Term and Termination

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

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

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

## 5. General Provisions

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

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

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

## 6. Annual Work Plans:

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

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

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

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

## 7. Structure and Governance

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

a. Governing Boards of Parties

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

b. Policy Committee

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

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

- iii. Governance: The Policy Committee shall be governed pursuant to by-laws and rules of procedure as the Policy Committee may develop, adopt and revise from time to time. The Policy Committee may utilize bylaws adopted in the preparation and development of the Plan and may revise the same to be suitable for purposes of Plan implementation. Bylaws and rules of procedure shall comply with relevant statutory provisions and be in as much as possible consistent with the terms of this Agreement. In the event of conflict or ambiguity, the terms of this Agreement shall prevail.
  - iv. Rules of Procedure: At a minimum, the rules of procedure of the Policy Committee must provide that:
    - 1. The Policy Committee will have at least twice-annual meetings and special meetings as necessary for implementation of the Plan.
    - 2. The Chair or any four representatives may call special meetings giving not less than 72 hours written notice of the time, place and purpose of such a meeting delivered by mail or email to each Party.
    - 3. All meetings of the Policy Committee will comply with statutes and rules requiring open and public meetings. The official posting location for meeting dates and locations shall be the Lower St. Croix One Watershed One Plan website.
    - 4. The conduct of all meetings of the Policy Committee shall be generally guided by the most recent edition of Robert's Rules of Order.
    - 5. A quorum for decision-making shall consist of at least 50% plus one of the representatives.
    - 6. Each representative present shall have one vote. All decisions shall be approved by a supermajority vote of 2/3rds of those representatives present. All votes shall be made in person, and no representative may appoint a proxy for any question coming before any meeting for a vote.
- c. Advisory Committee
- i. Responsibilities: The Advisory Committee has the responsibility to assist and advise the Policy Committee and to prepare and develop matters necessary for Policy Committee recommendation, including, but not limited to, annual work plans, and proposed amendments to the Plan and this

Agreement.

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

## 8. Administrative Coordinator

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

## 9. Miscellaneous

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

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

## 10. Authorized Representatives

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

Anoka County, County Administrator Rhonda Sivarajah or successor  
Chisago County, County Administrator Chase Burnham or successor  
Isanti County, County Administrator Julia Lines or successor  
Pine County, County Administrator David Minke or successor  
Ramsey County, County Board Chair Toni Carter or successor  
Washington County, County Administrator Kevin Corbid or successor  
Anoka Conservation District, District Manager Chris Lord or successor  
Chisago SWCD, District Manager Craig Mell or successor  
Isanti SWCD, District Manager Tiffany Determan or successor  
Pine SWCD, District Manager Jill Carlier or successor  
Washington Conservation District, District Manager Jay Riggs or successor  
Brown's Creek Watershed District, District Administrator Karen Kill or successor  
Carnelian Marine St. Croix Watershed District, District Administrator Mike Isensee or successor  
Comfort Lake Forest Lake Watershed District, Administrator Mike Kinney or successor  
South Washington Watershed District, Administrator Matt Moore or successor  
Valley Branch Watershed District, President Jill Lucas or successor  
Middle St. Croix WMO, Administrator Matt Downing or successor  
Sunrise River WMO, Chair Dan Babineau or successor

(Signature Pages begin on next Page).



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

PARTNER: South Washington Watershed District

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
Manager/Administrator Date

APPROVED AS TO FORM *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date



<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 8</b>
<b>Title:</b> 2021 MAWD Dues	<b>Board Action Requested:</b> Approve the 2021 MAWD Dues	<b>Required Signatures</b> None
<b>Reviewed by:</b> MMM		
<b>Background/Justification:</b>  The new dues structure was approved by the membership in 2018. The SWWD dues are \$7500 for 2021.		
<b>Previous Action:</b> None	<b>SWWD Administrator/Date:</b>  January 8, 2021	<b>Contact:</b> MMM
<b>Date Received:</b> January 8, 2021		<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                 No Recommendation	<b>Comments</b>



Minnesota Association of Watershed Districts, Inc.  
www.mnwatershed.org | 651-440-9407

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## Memo

DATE: July 28, 2020  
TO: Watershed District Administrators  
FROM: Emily Javens, Executive Director  
CC: MAWD President Mary Texer, Treasurer Sherry Davis White, Co-Treasurer Jackie Anderson  
MAWD Accountant Angie Fischer Obremski

### RE: 2021 MAWD ANNUAL MEMBERSHIP DUES

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Please find attached the 2021 MAWD Membership Dues Spreadsheet that shows the amounts due from each watershed district to be members of MAWD next year. The dues formula will remain the same from last year, but your dues amount may go up or down based on the updated estimated market values for your watershed. The current dues payment for watershed districts is equal to 0.5% of each watershed district's maximum general levy as defined in statute (before applying the \$250,000 levy limit), not to exceed \$7,500. Dues for water management organizations will be \$500 for their first year of membership, 50% of full dues the second year, and full dues (using the same formula as WDs) the third year.

2021 WD Dues = 2020 Estimated Market Values x 0.00048 x 0.005, not to exceed \$7,500

2021 WMO Dues = \$500 (1<sup>st</sup> year), 50% WD dues (2<sup>nd</sup> year), 100% WD Dues (3<sup>rd</sup> year)

Dues are due February 28, 2020 but we wanted to update you now for budgeting purposes. If you wish to submit payment early, please remit payment directly to the MAWD Accountant:

MN Association of Watershed Districts  
c/o Obremski Ltd.  
1005 Mainstreet  
Hopkins, MN 55343

Please contact me if you have any questions at (320) 979-0084 or [emily@mnwatershed.org](mailto:emily@mnwatershed.org).

Attachments: 2021 MAWD Membership Dues Spreadsheet  
BWSR Memo dated July 13, 2020 re: 2020 Estimated Market Values

## 2021 MAWD Membership Dues

WATERSHED DISTRICT NAME	Estimated Market Values	2021 MAWD Dues
BEAR VALLEY	222,594,100	534
BELLE CREEK	411,394,500	987
BOIS DE SIOUX	4,625,778,400	7,500
BROWN'S CREEK	2,074,127,200	4,978
BUFFALO CREEK	2,393,395,400	5,744
BUFFALO-RED RIVER	9,116,494,200	7,500
CAPITOL REGION	23,996,878,400	7,500
CARNELIAN MARINE ST. CROIX	1,879,165,600	4,510
CEDAR RIVER	3,015,157,400	7,236
CLEARWATER RIVER	1,729,268,500	4,150
COMFORT LAKE - FOREST LAKE	2,200,044,800	5,280
COON CREEK	17,432,688,900	7,500
CORMORANT LAKES	608,601,300	1,461
CROOKED CREEK	379,453,800	911
HERON LAKE	2,486,913,400	5,969
HIGH ISLAND	1,226,992,800	2,945
JOE RIVER	230,235,300	553
KANARANZI-LITTLE ROCK	1,756,026,500	4,214
LAC QUI PARLE-YELLOW BANK	3,021,146,100	7,251
LOWER MINNESOTA RIVER	11,153,522,500	7,500
MIDDLE FORK CROW RIVER	1,876,963,700	4,505
MIDDLE SNAKE TAMARAC RIVERS	2,648,157,700	6,356
MINNEHAHA CREEK	57,737,024,300	7,500
NINE MILE CREEK	21,948,107,900	7,500
NORTH FORK CROW RIVER	1,465,665,100	3,518
OKABENA-CHEDA	999,430,600	2,399
PELICAN RIVER	2,334,954,900	5,604
PRIOR LAKE-SPRING LAKE	4,463,654,400	7,500
RAMSEY-WASHINGTON METRO	17,880,542,700	7,500
RED LAKE	8,358,876,700	7,500
RICE CREEK	24,568,396,300	7,500
RILEY-PURGATORY-BLUFF CREEK	15,768,604,000	7,500
ROSEAU RIVER	783,821,000	1,881
SAND HILL RIVER	1,177,940,700	2,827
SAUK RIVER	9,116,910,400	7,500
SHELL ROCK RIVER	2,158,112,600	5,179
SOUTH WASHINGTON	13,806,554,400	7,500
STOCKTON-ROLLINGSTONE WS	558,276,200	1,340
TURTLE CREEK	1,267,134,900	3,041
TWO RIVERS	1,550,473,100	3,721
UPPER MINNESOTA RIVER	1,402,018,300	3,365
VALLEY BRANCH	5,244,764,800	7,500
WARROAD	379,251,500	910
WILD RICE	3,759,509,200	7,500
YELLOW MEDICINE RIVER	2,569,424,900	6,167
<b>TOTALS</b>	<b>293,784,449,400</b>	<b>227,535</b>

### Notes:

Dues Calculation = Estimated Market Values x 0.00048 x 0.005, capped at \$7,500

Source of 2020 Estimated Market Values: See included BWSR Memorandum, July 13, 2020

## Memo

Date: July 13, 2020

To: Watershed District Administrators and Managers

From: Annie Felix-Gerth, Water Programs Coordinator

Cc: Emily Javens, MAWD

Rob Sip, RRWMB

BWSR: John Jaschke, Angie Becker Kudelka, Kevin Bigalke, Dave Weirens, Jeremy Olson,  
Regional Managers and Board Conservationists

### RE: 2020 Estimated Market Values

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Please find attached a table containing the recently released total estimate market values (EMV) for 2020 from the Minnesota Department of Revenue. The 2020 abstract of tax lists was used as the basis for calculating the table.

In order to determine the annual maximum General Fund levy for a watershed district, the EMV listed in the table must be multiplied by 0.048 percent (0.00048) and then compared to the maximum General Fund levy limit of \$250,000. Use whichever value is less. See Minn. Stat. § 103D.905, Subd. 3 for reference.

Please contact me if you have any questions,

Annie Felix-Gerth

[Annie.Felix-gerth@state.mn.us](mailto:Annie.Felix-gerth@state.mn.us) | 651-238-0677

Attachment: Taxes Payable 2020 Estimated Market Values for Watershed Districts in Minnesota

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## Taxes Payable 2020 - Estimated Market Values for Watershed Districts in Minnesota

Watershed Name	Total EMV (\$)	Watershed Code
Bear Valley Watershed District	222,594,100	001
Belle Creek Watershed District	411,394,500	003
Bois De Sioux Watershed District	4,625,778,400	031
Browns Creek Watershed District	2,074,127,200	069
Buffalo Creek Watershed District	2,393,395,400	005
Buffalo-Red River Watershed District	9,116,494,200	007
Capitol Region Watershed District	23,996,878,400	070
Carnelian-Marine-St. Croix Watershed District	1,879,165,600	010
Cedar River Watershed District	3,015,157,400	002
Clearwater River Watershed District	1,729,268,500	009
Comfort Lake-Forest Lake Watershed District	2,200,044,800	071
Coon Creek Watershed District	17,432,688,900	013
Cormorant Lakes Watershed District	608,601,300	015
Crooked Creek Watershed District	379,453,800	016
Heron Lake Watershed District	2,486,913,400	024
High Island Watershed District	1,226,992,800	018
Joe River Watershed District	230,235,300	020
Kanaranzi-Little Rock Watershed District	1,756,026,500	021
Lac qui Parle-Yellow Bank Watershed District	3,021,146,100	022
Lower Minnesota River Watershed District	11,153,522,500	060
Middle Fork-Crow River Watershed District	1,876,963,700	074
Middle-Snake-Tamarac Rivers Watershed District	2,648,157,700	026
Minnehaha Creek Watershed District	57,737,024,300	062
Nine Mile Creek Watershed District	21,948,107,900	058
North Fork Crow River Watershed District	1,465,665,100	008
Okabena-Ocheda Watershed District	999,430,600	028
Pelican River Watershed District	2,334,954,900	030
Prior Lake-Spring Lake Watershed District	4,463,654,400	032
Ramsey-Washington Metropolitan Watershed District	17,880,542,700	034
Red Lake Watershed District	8,358,876,700	036
Rice Creek Watershed District	24,568,396,300	038
Riley-Purgatory-Bluff Creek Watershed District	15,768,604,000	064
Roseau River Watershed District	783,821,000	040
Sand Hill Watershed District	1,177,940,700	042
Sauk River Watershed District	9,116,910,400	043
Shell Rock River Watershed District	2,158,112,600	073
South Washington Watershed District	13,806,554,400	014
Stockton-Rollingstone-Minnesota City Watershed District	558,276,200	044
The Two Rivers Watershed District	1,550,473,100	050
Turtle Creek Watershed District	1,267,134,900	048
Upper Minnesota River Watershed District	1,402,018,300	052
Valley Branch Watershed District	5,244,764,800	054
Warroad Watershed District	379,251,500	056
Wild Rice Watershed District	3,759,509,200	066
Yellow Medicine River Watershed District	2,569,424,900	068

SOURCE: 2020 PRISM SUBMISSION #3 - FINAL ASSESSMENT AND TAXATION



<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 9</b>
<b>Title:</b> City of Woodbury 2021 Irrigation Controllers Program Cooperative Agreement	<b>Board Action Requested:</b> Approve 2021 Irrigation Controllers Program Cooperative Agreement	<b>Required Signatures</b> SWWD President
<b>Reviewed by:</b> MMM		
<p><b>Background/Justification:</b></p> <p>The City of Woodbury is continuing a program to address water conservation through smart irrigation. The SWWD has supported these effort over the past three years. Attached is the request for water conservation efforts through providing smart irrigation controllers to residents at a reduced cost. The City of Woodbury is requesting \$25,000 for the 2021 Residential Irrigation Controller program. In 2020 the City distributed 501 controllers of which 465 went to homes in the SWWD. Staff is recommending approval of the agreements at the requested level.</p>		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b> January 8, 2021	<b>SWWD Administrator/Date:</b> January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                              No Recommendation	<b>Comments</b>

SOUTH WASHINGTON WATERSHED DISTRICT – CITY OF WOODBURY  
RESIDENTIAL IRRIGATION CONTROLLER PROGRAM  
COOPERATIVE AGREEMENT

**THIS AGREEMENT**, by and between the South Washington Watershed District, a political subdivision of the State of Minnesota, herein after referred to as the “SWWD”, and the City of Woodbury, a political subdivision of the State of Minnesota, hereinafter referred to as the “City.”

**RESIDENTIAL IRRIGATION CONTROLLER PROGRAM COST PARTICIPATION AGREEMENT**, dated \_\_\_\_\_, 2021, between South Washington Watershed District, 2302 Tower Drive, Woodbury, MN 55125, and The City of Woodbury, 8301 Valley Creek Road, Woodbury, MN 55125.

**RECITALS**

- A. The City and SWWD have a mutual interest in the management of the groundwater resources in southern Washington County.
- B. The City and SWWD have been included in the Minnesota Department of Natural Resources North & East Groundwater Management Area (N&EGWMA).
- C. The N&EGWMA extends beyond the municipal boundary of the City and the SWWD.
- D. A key element of the N&EGWMA plan is groundwater conservation.
- E. The City manages its water supply system to provide adequate supply for many users.
- F. The City and SWWD have partnered on several water conservation efforts in the past.
- G. The City has established the Woodbury Water Resource Policy Statement and Strategies, adopted March 26, 2014 and the Water Efficiency Incentive Program Council Directive, adopted November 9, 2016.
- H. The SWWD has established a goal in the SWWD Watershed Management Plan to “Implement conservation efforts to ensure long term viability of groundwater resources in South Washington County,” adopted October 1, 2016.
- I. The Washington County groundwater plan establishes a goal to “Manage the quality and quantity of groundwater in Washington County to protect health and ensure sufficient supplies of clean water to support human uses and natural ecosystems.” adopted September 23, 2014.
- J. The City and SWWD desire to pursue innovative means to achieve greater groundwater conservation using smart technology developed for residential, commercial and municipal irrigation systems.



SOUTH WASHINGTON WATERSHED DISTRICT – CITY OF WOODBURY  
RESIDENTIAL IRRIGATION CONTROLLER PROGRAM  
COOPERATIVE AGREEMENT

THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable considerations, the SWWD and the City agree as follows:

I. City of Woodbury RESPONSIBILITIES:

- A. Program Implementation. The City will implement the Residential Irrigation Controller Program as approved by Woodbury City Council November 29, 2017. Implementation includes obtaining smart irrigation controllers, outreach to residents, sale of individual devices, verification of installation and monitoring water use and savings.
- B. Funding. The City will provide funding in the amount of \$25,000 to the program and administer grant funds provided by the SWWD, maintained in a separate fund for the sole purpose of the Residential Irrigation Controller Program. SWWD funds may only be used for systems within the SWWD boundary.
- C. Schedule. The City will seek participation from residents within the City and the SWWD boundaries, obtain controllers, sell to residents with existing irrigation systems, provide installation and use instructions. After distribution of all controllers, the city will monitor water use and savings.

II. South Washington Watershed District RESPONSIBILITIES:

- A. Funding. The SWWD will provide funding in the amount of \$25,000 in 2021, toward the Residential Irrigation Controller Program for the sole purpose of the program, administered by the City. The SWWD will provide payment of the funds to the City upon receipt of invoice from the City for the amount due. SWWD funds may only be used for systems within the SWWD boundary.
- B. Schedule. The SWWD will participate in the program on an as needed basis as determined by the City and SWWD.

SOUTH WASHINGTON WATERSHED DISTRICT – CITY OF WOODBURY  
RESIDENTIAL IRRIGATION CONTROLLER PROGRAM  
COOPERATIVE AGREEMENT

III. MISCELLANEOUS:

- A. Relationship of Parties. Nothing contained in this agreement is intended or shall be construed in any manner as creating or establishing a joint powers relationship, partnership, joint venture, or agency relationship between the parties.
- B. Employees. The City and SWWD represents that it has, or will secure at its own expense, all personnel and/or contractors required for the performance of this agreement. Any and all personnel, contractors of the City or SWWD shall not be deemed to have any contractual relationship with either the non contracting City or SWWD and shall not be considered employees of either the non contracting City or SWWD.
- C. Liability. Except if arising from or out of SWWD's fault or negligence, City agrees to indemnify and defend the SWWD, its successors, and assigns against and will hold harmless the SWWD, its successors and assigns from any claims, expenses or damages, including attorneys' fees, arising from City performance of this agreement. SWWD agrees to indemnify and defend the City, its successors, and assigns against and will hold harmless the City, its successors and assigns from any claims, expenses or damages, including attorneys' fees, arising from SWWD's performance of this agreement.
- D. Assignment or Modification. This agreement shall be binding upon and inure to the benefit of City and the SWWD, and their respective successors and assigns; provided, however, that neither party may assign this agreement without the prior written consent of the other. Any modification, alteration, amendments, deletions, or waivers of the provisions of this agreement will be valid only when mutually agreed upon in writing by both parties. City's use of contracted services to meet its obligations under this contract shall not be construed to be an assignment.
- E. This agreement will be effective as of the date all of the signatures required below have been provided. The date of the last required signature will be the date of this agreement and will be inserted in the first paragraph on page 1.
- F. Data Practices. All data collected, created, received, maintained, or disseminated for any purposes by the activities of either party because of this agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy. Each party to this agreement shall respond to data requests made directly to it
- G. Records - availability and retention. Both parties agree that either of them or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the parties to this transaction and invoice transactions relating to this Agreement.





8301 Valley Creek Road • Woodbury, MN 55125-3330 • woodburymn.gov  
651-714-3500 • TDD 651-714-3568 • FAX 651-714-3501

November 10, 2020

Matt Moore  
South Washington Watershed District  
2301 Tower Drive  
Woodbury, MN 55125

Dear Matt,

In 2020 the City of Woodbury (City), with support from the South Washington Watershed District (SWWD), continued the Residential Irrigation Controller Program. This program purchased and distributed 501 WaterSense certified controllers to single-family homes with existing irrigation systems. Controllers were purchased for \$135 per unit for an eight-zone system, and \$140 for a sixteen-zone system. Both system sizes were sold to homeowners for \$35 each.

SWWD provided \$25,000 in grant funding in 2020, that was utilized to purchase controllers. The remainder of the program was funded through the City's Water and Sewer Utility Fund. Of the 501 controllers distributed in 2020, 465 went to homes within SWWD. Since the program started in 2016, over 2,400 controllers have been distributed to homes in SWWD (see attached map). City staff solicited participants, collected fees, answered questions, conducted troubleshooting for controller issues, and provided education packets to each participant. Participants have been added to our annual monitoring efforts.

Based on a smaller pilot completed in 2016 through partnership with the Minnesota Technical Assistance Program, each upgraded controller can save an average of 49% of home outdoor summer water use. That adds up to be around 30,000 gallons of water each year. After distributing over 2,600 controllers within the City between 2016 and 2020, we calculate the annual savings will be near 78 million gallons of water each following year. The water saved will remain in the aquifer, lessening the City's, District's and County's demand on the resource.

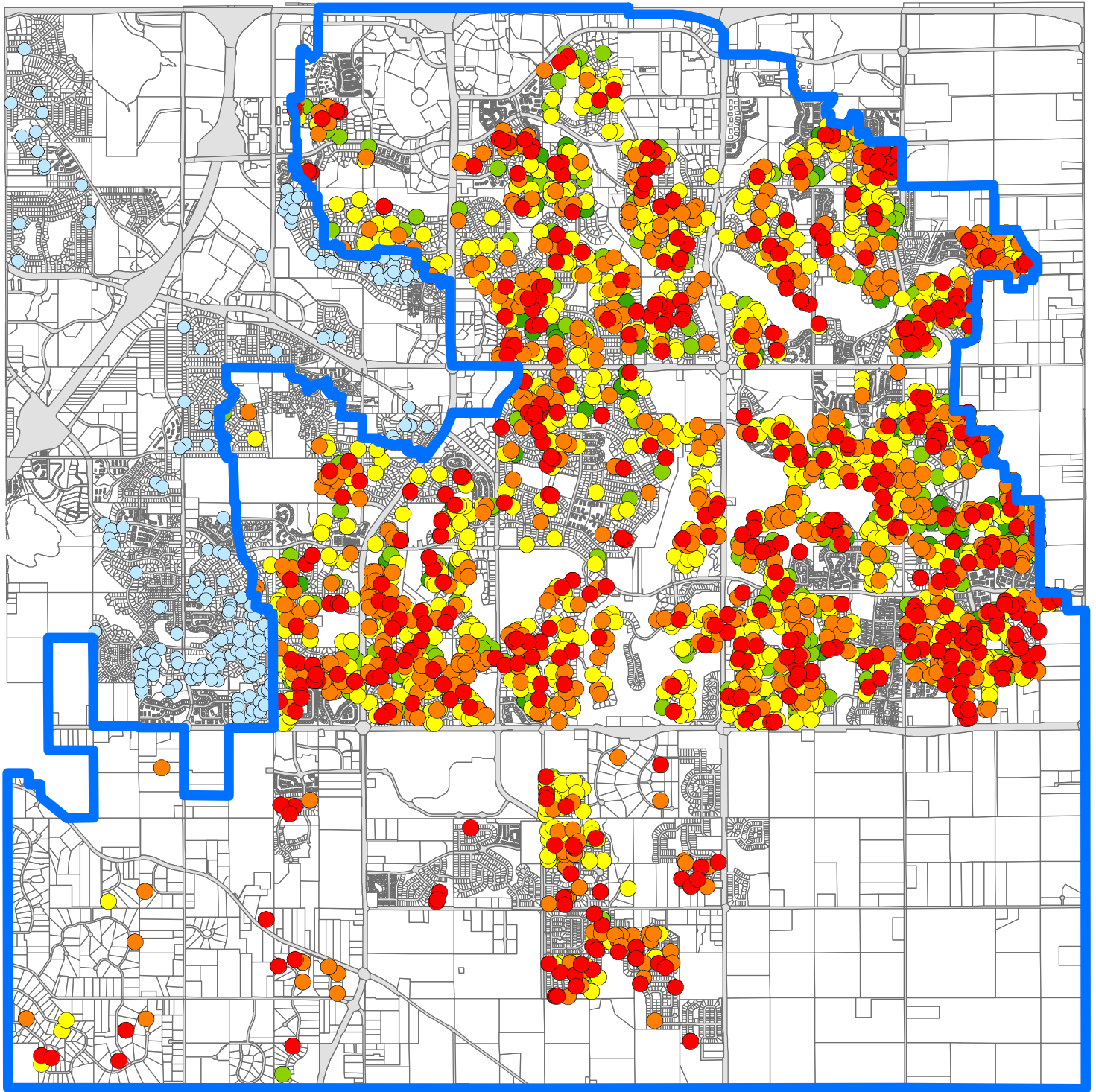
The City plans to run the program again in 2021, and is requesting \$25,000 from SWWD for program implementation in 2021.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer McLoughlin".

Jennifer McLoughlin  
Sustainability Specialist

Attached: Residential Irrigation Controllers – By Year in SWWD



Document Path: C:\GIS\Irrigation Controllers\2020 Irrigation Controller Map 2016-2020.mxd



### Residential Irrigation Controllers - By Year in SWWD

● 2016 [96] ● 2017 [292] ● 2018 [953] ● 2019 [611] ● 2020 [465]





<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 10</b>
<b>Title:</b> 2021 Policy Updates	<b>Board Action Requested:</b>	<b>Required Signatures</b> None
<b>Reviewed by:</b> MMM		
<b>Background/Justification:</b>  Annually the Board reviews its policies that apply to the SWWD. Staff is requesting the Board adopt the 2021 Salary Structure. The personnel committee reviewed the attached <b>Work and Meeting Off Site Allowance Policy</b> . The personnel committee is proposing this policy as a piece of the SWWD COVID-19 response. The policy is for the Board to consider at the January 12, 2021 meeting.		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b>  January 8, 2021	<b>SWWD Administrator/Date:</b>  January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                No Recommendation	<b>Comments</b>

**2020 Policy Updates:**  
**Health Insurance Benefits in Employee Handbook**  
**Salary Survey in the Employee Handbook**  
**Work Off Site and Meeting Allowance Policy in the Employee Handbook**

**POLICY REVIEW SCHEDULE**

<b>POLICY</b>	<b>METHOD</b>	<b>FREQUENCY</b>	<b>MONTH</b>	<b>WHO</b>
<b>All Policies</b>	Managers Review	Annually	January	SWWD Board
<b>Program Outcomes &amp; Goals</b>	Manager Review	Annually	January	SWWD Board Administrator
<b>Asset Protection</b>	External Financial Audit Manager Review	Annually	January- May	Auditor SWWD Treasurer
<b>Salary Survey</b>	Contracted	Every 2 Years	November	Personnel Committee Administrator
<b>Compensation &amp; Benefits</b>	Managers Review	Annually	November	Personnel Committee
<b>District Asset Review</b>	External Financial Audit Manager Review	Annually	May	Auditor Asset Managers SWWD Treasurer
<b>Financial Planning – Budget</b>	Manager Review	Annually	July	SWWD Treasurer Administrator
<b>Insurance Policies</b>	Manager Review	Annually	August- Sept	SWWD Board Administrator

**Definitions:**

- 1. All Policies-** A review of all the District’s existing policies and potential policies to be considered.
- 2. Program Outcomes-** A review of the Districts goals for the year.
- 3. Salary Survey-** A review of the District staff salary determination provided by Consultant.
- 4. Asset Protection-** A review of the financial audit of the District.
- 5. District Asset Review-** A review of the financial assets of the District.

## 2021 Salary Structure

Grade	Minimum (Zone 1)	Midpoint (Zone 2)	Maximum (Zone 3)
12	\$96,186 - \$108,209	\$108,210 - \$132,256 \$120,233	\$132,257 - \$144,279
10	\$68,585 - \$77,158	\$77,159 - \$94,304 \$85,732	\$94,305 - \$102,877
9	\$60,221 - \$67,748	\$67,749 - \$82,804 \$75,277	\$82,805 - \$90,331
8	\$56,039 - \$63,044	\$63,045 - \$77,053 \$70,049	\$77,054 - \$84,058





## **Work and Meeting Off Site Allowance Policy**

January 12, 2021

### **1. PURPOSE**

The District has closed its office due to Governor Walz's Peacetime Emergency Orders regarding COVID-19. All work and official meetings will be conducted electronically until further notice. The District will continue to expect staff to follow the Telecommuting Policy.

A Work and Meeting Off Site Allowance Policy is recommended to provide an allowance for employees and Board Managers to offset costs associated with working and meeting off site and to ensure that use of this policy is consistent with the best interests of SWWD.

### **2. ALLOWANCE BASED TELECOMMUTING POLICY**

The Board of Managers has determined that it is in the best interest of the District to provide a Work and Meeting Off Site Allowance. This determination is due to the likelihood that work and meeting off site expenses would be highly variable and the administrative burden of determining eligibility of these expenses and reimbursements would be an additional burden on staff already working predominantly from home.

Board Managers, full-time and seasonal employees may be eligible for the Work and Meeting Off Site Allowance. Board Managers and employees may be paid a monthly allowance for the use of their personal property such as home office, home office equipment, computer equipment, cellular and internet service, utilities, furniture and other related property and expenses for official work use.

Employees receiving the benefit of the allowance must be accessible consistent with the Telecommuting Policy. It is the individual's responsibility to purchase or pay for personal property such as home office, home office equipment, cellular and internet service, utilities, and furniture. Allowance-based purchases are the property of the Board Manager or employee.

### **3. ALLOWANCE PAYMENTS**

The Work and Meeting Off Site Allowance will be paid to Board Managers and employees at the following rates: Board Managers - \$25/month and employees - \$50/month.

### **4. EFFECTIVE DATE**

The effective date of Work Off Site Allowance payments will be retroactive to March 17, 2020. Payments will be paid at 50% for the month of March 2020. This policy will remain in effect until June 30, 2021 unless extended or rescinded by the Board of Managers.



<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>		<b>Agenda Item # 11</b>
<b>Title:</b> McQuade Ravine Additional Services, Houston Engineering	<b>Board Action Requested:</b> Approve the McQuade Ravine Additional Services		<b>Required Signatures</b>
<b>Reviewed by:</b> MMM			
<p><b>Background/Justification:</b> Staff continues to work with Houston Engineering to design a project to stabilize the McQuade Ravine in Denmark Township that drains directly to Lake St. Croix. The design timeline is tight with a goal of having plans ready to go to bid for spring construction. To keep design moving and stick to the timeline Staff approved additional services for Houston Engineering—geotechnical data collection and survey to support easement description development. Both services were identified as potentially necessary but not authorized under the existing task order for the project. Total cost for the additional services is \$23,153. The revised cost of the task order with additional services is \$59,905.</p>			
<b>Previous Action:</b>			<b>Contact:</b> MMM
<b>Date Received:</b>  January 8, 2021	<b>SWWD Administrator/Date:</b>  January 8, 2021		<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$			<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>		<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                                No Recommendation		<b>Comments</b>

# Memorandum

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## Task Order Revision & Change in Scope of Services

**To:** John Loomis, SWWD Project Manager  
**From:** Greg Bowles, PE, Houston Engineering Inc.  
**Subject:** McQuade Ravine Stabilization Project  
**Date:** December 17, 2020  
**Project:** HEI: 4876-0046

Houston Engineering, Inc. (Houston Engineering, HEI) entered into a contractual agreement (i.e., AGREEMENT) on August 10, 2020 to provide professional consulting services to the South Washington Watershed District (District, SWWD). The AGREEMENT identifies various services to be performed in fulfillment of the contract and an associated compensation amount. The AGREEMENT identifies the services to be performed in return for an estimated compensation of **\$36,752**. Subsequently, a task order revision & change in Scope of Services for an additional fee of **\$23,153** resulting in a revised total of **\$59,905**.

The purpose of this memorandum is to document a change in the Scope of Services provided by Houston Engineering under our AGREEMENT and to document additional fees associated with the change in the Scope of Services. All additional services list in the table below have been approved through emails or communication with SWWD staff.

The following items are identified as additional services and therefore represent a change in the original Scope of Services.

Item No.	Description	Hours Completed	Additional Fee
1	<b>Survey of Lot Corners.</b> Work includes legal boundary search and survey of lot corners for 8 parcels. Information is needed for Phase 2 easement exhibits.	27	\$6,200
2	<b>Geotechnical Soil Borings.</b> Braun Intertec will complete 6 hand augers (maximum depth of 15 feet) and soil analysis to determine the viability of the proposed alternatives. (See attached proposal)	0	\$16,953
		<b>Subtotal:</b>	
<b>Additional Services Total</b>			<b>\$23,153</b>

In consideration of these items identified, the additional compensation requested is **\$23,153**. Please indicate the following:

Amend the contract to incorporate the additional services provided and the revised estimated total compensation nearer to the time of project completion, based on the anticipated cost to complete.

Amend the contract now to incorporate the additional services provided and the revised estimated total compensation.

The completion of these additional services will result in changes to the deliverables and project schedule.

**SIGNATURES:**

This **Additional Services Request** shall be effective **immediately** as authorized by the signatures of representatives of the South Washington Watershed District and Houston Engineering, Inc.

**South Washington Watershed District**

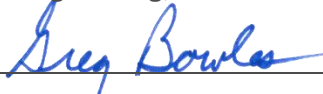
By: 

Name: John Loomis

Title: Program Manager

Date: 12/17/20

**Houston Engineering, Inc.**

By: 

Name: Greg Bowles, PE

Title: Project Manager

Date: December 17, 2020

December 16, 2020

Revised Proposal QTB131161/Project B2010743

Alex Schmidt, PE  
Houston Engineering, Inc.  
7550 Meridian Circle North, Suite 120  
Maple Grove, MN 55369

Re: Revised Proposal for a Geotechnical Evaluation  
Stabilization Structures  
McQuade Ravine Stabilization  
Hastings, Minnesota

Dear Mr. Schmidt:

Braun Intertec Corporation respectfully submits this revised proposal to complete a geotechnical evaluation for the stabilization structures proposed for the ravine at the referenced site.

## Project Information

Severe erosive incision has occurred along McQuade Ravine and one of its tributaries. South Washington Watershed District and you have identified three alternatives for mitigating this incision and, in turn, stabilizing the banks. These alternatives are:

- **Alternative 1.** Drive sheet pile at two select locations along the main ravine and four select locations along the side ravine with associated rip rap armoring. The sheet piles along the main ravine would stick up approximately 3 feet above the plunge pool. The sheet pile steps along the side ravine would range from approximately 3 to 5 feet.
- **Alternative 2.** Install an approximately 12-foot-high drop structure at the upstream end and a rip rap rock chute at the downstream end of the main ravine, both at the proposed approximate locations of the sheet piles for Alternative 1. For the side ravine, install a double discharge system with two drop structures and a rip rap lined overflow channel above. The drop structure would be approximately 7 to 10 feet high. As with most drop structures, the loads exerted onto the subgrade should be minimal.
- **Alternative 3.** Essentially line both channels with rip rap or other applicable erosion systems along their entire length. Energy dissipation structures, such as check dams could be constructed downstream of the lining along the main ravine. Of the three alternatives, this one is the least desirable for the South Washington Watershed District.

## **Purpose**

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical parameters for the design and construction of the stabilization structures for Alternatives 1 and 2 along the ravine.

## **Scope of Services**

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

### **Site Reconnaissance**

We will conduct a reconnaissance of the main and side ravines. During the course of our reconnaissance, we will observe and take photos and notes addressing site access and other contributing elements which would affect the exploration, testing and analyses. Should it be necessary to refine or revise the scope, we will notify you and submit a revised scope.

### **Site Access**

Based on our review of images available through Google Earth and our discussions with you, it appears that accessibility is limited to foot traffic only because of the narrowness and steepness of the main and side ravines. Therefore, we will conduct our exploration with hand auger borings. We understand that this type of exploration has its limitations. Should conditions encountered in the hand auger borings necessitate other exploration measures, such as drill rig borings or test pits, we will communicate our findings and discuss how we can alter our exploration scope.

### **Staking**

We propose that we stake prospective subsurface exploration locations by measuring from exist features, which we recommend to be the proposed sheet pile locations. Once we have completed the borings, we recommend that you obtain the elevation of the exploration locations.

### **Utility Clearance**

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

### **Hand Auger Borings**

We propose to drill hand auger borings at each of the proposed sheet pile locations for a total of 6 borings. Grab samples will be obtained as well as dynamic cone penetrometer measurements at select depths. These hand auger borings will extend no deeper than 15 feet. If obstructions such as bedrock or gravel, or caving conditions are encountered, we will terminate the particular hand auger boring at that depth, noting the depth that a material or condition was encountered.

### **Groundwater Measurements**

If the hand auger borings encounter groundwater, we will record the observed depth on the boring.

### **Borehole Abandonment**

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes does not require sealing temporary borings that are less than 15 feet deep.

### **Sample Review and Laboratory Testing**

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, for the base scope, we anticipate performing 12 moisture content tests, 4 mechanical analyses, 4 passing #200 wash sieve tests, and 2 Atterberg limits tests.

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

### **Report**

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the 6 hand auger borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction of sheet piles or drop structures.
- Recommendations for preparing structure subgrades, and the selection, placement and compaction of fill.
- Recommendations of material properties for the design and construction of sheet pile retaining structure.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

## Schedule

We anticipate performing our work according to the following schedule.

- Field Exploration – 4 days on site to complete the work
- Classification and Laboratory Testing – Within 1 to 2 weeks after completion of field exploration
- Preliminary Results – Within 2 weeks after completion of field exploration
- Draft Report Submittal – Within about 6 weeks of authorization
- Final Report Submittal – Within 5 days of receiving comments on the draft report

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## Fees

We will furnish the services described in this proposal for a time and materials, not-to-exceed without further authorization fee of \$16,953. Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.



We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Bryan Ripp at 612.845.4475.

Sincerely,

BRAUN INTERTEC CORPORATION



Bryan J. Ripp, PE, CFM  
Senior Engineer



Philip E. Bailey, PE  
Business Unit Leader, Senior Engineer

Attachments:  
Project WBS Forecast Summary  
General Conditions (1/1/18)

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The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

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**Authorizer's Signature**

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**Authorizer's Name (please print or type)**

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**Authorizer's Title**

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**Date**

# Project WBS Forecast Summary

B2010743

McQuade Ravine Stabilization

**Client:**

Houston Engineering, Inc.  
Alex Schmidt  
7550 Meridian Circle North  
Suite 120  
Maple Grove, MN 55369

**Work Site Address**

McQuade Ravine  
Hastings, MN

**Service Description:**

Geotechnical Evaluation

**Project Manager:** Cheryl Cincotta

Description		Quantity	Units	Unit Price	Extension
<b>1 - Exploration</b>					
<b>1.1 - Reconnaissance</b>					<b>\$1,299.00</b>
128	Senior Engineer	6.00	Hour	204.00	\$1,224.00
1871	GEO Trip Charge	1.00	Each	75.00	\$75.00
<b>1.2 - Hand Auger Borings</b>					<b>\$8,505.00</b>
205	Site layout and utility clearance	2.00	Hour	113.00	\$226.00
288	Project Assistant	2.00	Hour	102.00	\$204.00
118	Staff Engineer - Hand Auger Borings (2-person crew)	32.00	Hour	250.00	\$8,000.00
1862	UTIL Trip Charge	1.00	Each	75.00	\$75.00
<b>1 - Exploration Total:</b>					<b>\$9,804.00</b>
<b>2 - Laboratory Testing</b>					
<b>2.1 - Standard Geotechnical Lab Tests</b>					<b>\$1,398.00</b>
1152	Moisture content, per sample	12.00	Each	22.00	\$264.00
1156	Atterberg Limits LL and PL, Single-Point, per sample	2.00	Each	117.00	\$234.00
1166	Loss by Washing Through #200 Sieve, per sample	4.00	Each	81.00	\$324.00
1162	Sieve Analysis with 200 wash, per sample	4.00	Each	144.00	\$576.00
<b>2 - Laboratory Testing Total:</b>					<b>\$1,398.00</b>
<b>5 - Report</b>					
<b>5.1 - Report</b>					<b>\$5,751.00</b>
138	Project Assistant	8.00	Hour	102.00	\$816.00
125	Project Control Specialist	1.00	Hour	183.00	\$183.00
371	CADD/Graphics Operator	4.00	Hour	124.00	\$496.00
128	Senior Engineer	16.00	Hour	204.00	\$3,264.00
130	Principal Engineer	4.00	Hour	248.00	\$992.00
<b>5 - Report Total:</b>					<b>\$5,751.00</b>
<b>Project Total:</b>					<b>\$16,953.00</b>

## Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

## Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

## Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.5** Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

**3.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

**3.7** You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

## Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

**4.5** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

## Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

## Section 6: Disputes, Damage, and Risk Allocation

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

## Section 7: General Indemnification

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

**7.3** You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

## Section 8: Miscellaneous Provisions

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 12</b>
<b>Title:</b> Washington Conservation District 2021 Services Agreement	<b>Board Action Requested:</b> Approve the WCD 2021 Services Agreement	<b>Required Signatures</b> SWWD President SWWD Secretary
<b>Reviewed by:</b> MMM		
<b>Background/Justification:</b>  Attached is the annual service agreement with WCD. It is similar to last year and includes funding for WCD to provide staff support for SWWD projects and programs. Staff recommends approval.		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b> January 8, 2021	<b>SWWD Administrator/Date:</b> January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b> \$		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                No Recommendation	<b>Comments</b>

**2021 SERVICE AGREEMENT  
BETWEEN  
WASHINGTON CONSERVATION DISTRICT  
AND SOUTH WASHINGTON WATERSHED DISTRICT**

**A. PARTIES**

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

**B. PURPOSE**

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

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

NOW, THEREFORE, the parties agree as follows:

**C. TERM OF CONTRACT**

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

**D. SCOPE OF SERVICES**

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

**E. COST**

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

Exhibit A: Water Monitoring - \$154,846; not to exceed, actual project expenses (supplies, equipment, and lab fees) within Exhibit A will be billed as they are accrued.

Exhibit B: General Program Services - \$11,500

Exhibit C: BMP Maintenance - \$6500, \$4500 base amount with additional expenses (mulch, plants) billed as they are accrued not to exceed \$2000.

Total Cost for Services: \$172,846

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

**F. BILLING RATE AND PAYMENTS**

1. Services in Exhibit A will be billed on a lump sum basis, and on actual cost basis for lab and project expenses. Invoices for Exhibit A will be sent on a monthly basis and will list specifically the work performed.
2. Services in Exhibit B are billed on an hourly basis at the rate of \$40.00 - \$87.00 per hour, based on personnel and task.

Seasonal	\$40
Technician	\$61
Senior Technician, Specialist I	\$66
Senior Tech II / Specialist II	\$72
Senior Specialist	\$78
Manager/ Administrator/ Engineer	\$87

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

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

**G. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS**

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

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

**H. STANDARDS**

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

**I. DATA PRIVACY**

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

**J. AUDITS, REPORTS, AND MONITORING PROCEDURES**

The WCD will:

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

**K. INDEMNITY**

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

to any third party, any defense, immunity or liability limit that the WCD or the Watershed District may enjoy under law.

#### **L. INDEPENDENT CONTRACTOR**

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

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

#### **M. MODIFICATIONS**

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

#### **N. MERGER**

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

#### **O. TERMINATION**

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

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

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



**2021 SERVICE AGREEMENT  
BETWEEN  
WASHINGTON CONSERVATION DISTRICT  
AND SOUTH WASHINGTON WATERSHED DISTRICT**

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

APPROVED:

Watershed District

WCD

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

BY: \_\_\_\_\_  
Board Chair    Date

BY: \_\_\_\_\_  
Secretary    Date

BY: \_\_\_\_\_  
WCD Manager    Date

Approval as to form and execution:

\_\_\_\_\_  
Date

**EXHIBIT A  
2021 WATER MONITORING SERVICES**

	Equipment			Sub Total		Capital			
	Rental	Labor	Mileage/Travel	Rental/Labor/Travel	Lab/Exp	Equip.	Total		Notes
MS1-North Tributary to Wilmes Lake	\$0	\$5,720	\$878	\$6,598	\$1,900	\$150	\$8,648		
MS2-N Tributary to Bailey Lake	\$0	\$5,720	\$878	\$6,598	\$1,900	\$150	\$8,648		
O'Conner's Creek	\$0	\$6,305	\$1,170	\$7,475	\$1,900	\$150	\$9,525		
Trout Brook	\$0	\$6,305	\$1,170	\$7,475	\$1,900	\$150	\$9,525		
Wilmes Lake Outlet	\$175	\$8,450	\$943	\$9,568	\$1,900	\$150	\$11,618		
Central Ravine	\$175	\$8,450	\$943	\$9,568	\$1,900	\$150	\$11,618		
St. Paul Park	\$175	\$8,450	\$943	\$9,568	\$1,900	\$150	\$11,618		
Newport	\$175	\$8,450	\$943	\$9,568	\$1,900	\$150	\$11,618		
Colby Lake Outlet	\$0	\$5,720	\$878	\$6,598	\$1,900	\$150	\$8,648		
Ravine Lake Outlet	\$0	\$6,305	\$1,170	\$7,475	\$1,900	\$150	\$9,525		
Waterbody Assess-Wilmes	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Waterbody Assess-Powers	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Waterbody Assess-Colby	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
BMP Assessment - Kargel Park	\$0	\$6,305	\$1,170	\$7,475	\$1,900	\$150	\$9,525		
CDSF Inlet (70th St.)	\$175	\$8,450	\$943	\$9,568	\$1,900	\$150	\$11,618		
Newport (4th Ave)	\$175	\$5,720	\$878	\$6,773	\$1,900	\$150	\$8,823		
Lake Levels	\$0	\$3,811	\$0	\$3,811	\$0	\$0	\$3,811		
In Lake Water Quality	\$0	\$11,250	\$0	\$11,250	\$2,000	\$0	\$13,250		8 monitored by WCD, 1 by volunteer
Groundwater	\$0	\$6,828	\$0	\$6,828	\$0	\$0	\$6,828		4 SWWD ob wells, 2 private wells
	\$1,050	\$112,239	\$12,907	\$126,196	\$26,700	\$1,950	\$154,846		

## Exhibit B

# 2021 General Program Services South Washington Watershed District WCD Scope of Services

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The WCD will provide the following Technical Services to the Watershed District. Technical service hours will be billed monthly.

1. Inspection Program: Support for ongoing routine inspection of completed BMP projects as part of the WCD annual inspection program. Does not include final site inspection upon project completion. Expectations include:
  - a. At a minimum, inspection of completed BMPs at 10, 33, 66 and 100% of the expected BMP lifetime.
  - b. Inspections of BMPs, within their expected BMP lifetime, that received a ‘non-functioning’ status from the previous year.
  - c. Delivery of annual summary by December 31, 2021 to include summary of # sites inspected, and list of sites requiring maintenance.
  
2. Technical Assistance: Technical design assistance to design Tier I projects (small grant-eligible \$500 – residential raingardens, native plantings, vegetated swales with relatively low water quality benefit); transition of Tier II projects (performance-based grant eligible larger residential, commercial and institutional projects) from County site visits to SWWD technical staff.
  - a. WCD staff to add pertinent site visit information into Mapfeeder BMP Database.
  - b. For Tier I eligible projects: WCD staff to provide SWWD baseline design services including project footprint, basic planting plan with plant list and quantities (use homeowner packet as much as possible), materials and cost estimate.
  - c. For Tier II eligible projects: WCD staff to provide SWWD technical staff summary of site visit and project next step (e.g. eligible/not eligible for cost-share funding) and graphic/notes on an aerial photo of property with proposed project location identified. Maintain average 1 hour of SWWD time used per site visit.

*Estimated Budget: Lump Sum for Inspections and Technical Assistance not to exceed \$10,000.00 on hourly billing rate basis, billed monthly.*

3. WCA Support: WCD will provide technical assistance in support of SWWD’s LGU responsibilities under the Wetland Conservation Act.  
*Estimated Budget: Not to exceed \$1,500.00 on hourly billing rate basis, billed monthly.*

Total: not to exceed \$11,500.00 without written approval from SWWD

## **Maintenance Services Agreement between the Washington Conservation District (WCD) & South Washington Watershed District (SWWD)**

**PARTIES:** This letter of agreement will set forth the work to be provided by the Washington Conservation District (WCD) to the South Washington Watershed District (SWWD) to perform maintenance of Best Management Practices (BMPs).

**TERM OF CONTRACT:** The effective date of the agreement is from April 1, 2021-December 31, 2021.

**SCOPE OF SERVICES:** Work to be performed by the WCD includes the following tasks:

- a. Perform a minimum of 4 maintenance visits for 5 ROW raingardens, 4 parking lot raingardens, 1 pond buffer, and 2 outdoor classrooms. Maintenance activities include a spring senesced vegetation removal and inlet clean out, a fall inlet cleanout, weed removal, litter removal, and other duties as assigned not to exceed a total cost of \$4,500.00
- b. Install mulch and plants where needed not to exceed at total cost of \$2,000.00

**COST AND PAYMENTS:** Costs for services for these activities shall not exceed \$6,500.00. Services will be provided by the WCD Staff and Seasonal Maintenance Worker(s) @ \$61 to \$40/hr. Invoices will be sent on a quarterly basis and will list specifically the work performed. Invoices are payable by the SWWD within 60 days. Office supplies, normal office reproduction expenses, and transportation are included in the hourly rate. Other expenses are to be reimbursed at actual cost.

**RELATIONSHIP:** This agreement in no way shall constitute, nor be construed in such a way to create an employment relationship between the SWWD and the WCD. WCD staff shall not be entitled to any rights, privileges, or benefits of employees of the SWWD.

**INDEMNIFICATION & INSURANCE:** The WCD agrees it will defend, indemnify and hold harmless the SWWD, its board members and employees against any and all liability, loss, costs, damages and expenses, including attorney's fees, which the WCD its board members or employees may hereafter sustain, incur, or be required to pay arising out of the WCD performance or failure to adequately perform its obligations pursuant to this agreement. Likewise, the SWWD agrees that it will defend, indemnify and hold harmless the WCD, its board members and employees against any and all liability, loss, costs, damages and expenses, including attorneys' fees, which the SWWD its board members or employees may hereafter sustain, incur, or be required to pay arising out of the actions of the WCD. The parties acknowledge and agree that any exposure to liability of the WCD or the SWWD, or the acts or omissions of their respective officers, agents board members and employees will not exceed the limits provided for in is governed by Minn. Stat. section 466.

**EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS:** During the performance of this Agreement, the WCD agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

**RECORDS:** Under Minn Stat. section 16C.05, the WCD's books, records, documents and accounting procedures and practices relevant to this grant are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate for a minimum of six years from the end of this agreement.

## Exhibit C

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

**TERMINATION:** Either the WCD or SWWD may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice prior to the effective date of such termination.



<b>Date: January 8, 2021</b>	<b>South Washington Watershed District Request for Board Action</b>	<b>Agenda Item # 13</b>
<b>Title:</b> SWWD Personnel Committee 2020 Staff and Administrator Performance Reviews	<b>Board Action Requested:</b> Approval of the 2020 Staff and Administrator Performance Reviews	<b>Required Signatures</b>
<b>Reviewed by:</b> MMM		
<p><b>Background/Justification:</b></p> <p>The 2020 annual performance reviews have been completed for the SWWD Staff. Performance reviews have been discussed with the personnel committee.</p> <p>A closed session was held on January 4, 2021 to discuss the SWWD Administrator’s annual review.</p>		
<b>Previous Action:</b> None		<b>Contact:</b> MMM
<b>Date Received:</b>  January 8, 2021	<b>SWWD Administrator/Date:</b>  January 8, 2021	<b>SWWD Attorney/Date</b>
<b>Financial Implications:</b>		<b>Comments:</b>
<b>Fund</b>	<b>Explanation:</b>	<b>Fund Balance:</b>
<b>Decision Needed/Date</b>	<b>Administrative Recommendation</b> <u>Approval</u> Informational Denial                              No Recommendation	<b>Comments</b>