



South Washington County Schools

Keith Jacobus, Ph.D., Superintendent

District Service Center

7362 E. Point Douglas Rd. S.

Cottage Grove, MN 55016

Phone: 651-425-6300 Fax: 651-425-6318

ADMINISTRATIVE REPORT

TO: Members of the School Board
Keith Jacobus, Superintendent

FROM: Michael T. Vogel, Assistant to the Superintendent for Operations

DATE: February 10, 2017

TOPIC/PURPOSE OF REPORT: Ramsey/Washington Metro Watershed BMP Incentive Program
School Site Grant Agreement.

REFERENCE TO POLICY/STRATEGIC PLAN: Policy 625, Grants

RECOMMENDED BOARD ACTION: Approve

DATE FOR BOARD ACTION: February 16, 2017

REPORT

The board received a presentation from RWMWD on this item for discussion on February 2nd. Based on questions raised by board members the Watershed has prepared a power point that highlights the construction process, and type of plantings that would be installed. Also attached with this board report is a copy of the Grant Agreement that spells out the maintenance effort that will be provided by the watershed as well as the expected maintenance from the district through staff and student involvement.

It is important to note that decreasing storm water runoff and improving water quality has become an increasingly important focus of cities as development occurs. Each construction project undertaken by the school district that adds or replaces impervious surfaces triggers a storm water management requirement. Thus the district will need to address storm water management practices with each of the construction projects from the 2015 bond referendum. Additionally each time a parking lot is reconstructed it triggers a storm water requirement. The district was recently assessed \$165,000 in storm water management fees for the reconstruction of the WHS parking lot and is negotiating with the city of Woodbury and the South Washington Watershed on a storm water plan for Lake Middle School/Middleton Elementary School to address replacement of parking lots on those sites and construction of the addition at LMS.

Acceptance of the RWMWD grant and construction of the rain garden site presents a great opportunity to address storm water management at the Woodbury Elementary site with no upfront costs from the district, and provides an excellent hands-on teaching and learning opportunity for staff and students. Administration recommends approval of the grant agreement.

**RWMWD BMP INCENTIVE PROGRAM SCHOOL SITE
GRANT AGREEMENT**

THIS AGREEMENT is made the _____ day of _____, _____, by and between the Ramsey-Washington Metro Watershed District (hereinafter "District") and Woodbury Elementary School (hereinafter "Landowner") located at the address of 1251 School Drive, Woodbury, Minnesota 55125.

Project # _____

1. BACKGROUND

1.1 District's Board of Managers has determined it is in District's best interest to encourage and promote best management practices within the Watershed District.

1.2 As a result, District is hereby entering into Agreement with Landowner to grant approval to Landowner for a BMP Incentive Program.

1.3 Landowner's Application for installation of BMP retrofits (hereinafter "Project") as described in the BMP Incentive Program Application is attached herein as Exhibit A.

1.4 As a result of said grant, District will outline the Project, hire a contractor and provide funding of one hundred percent (100%) of the cost of materials and labor actually incurred by said contractor for the Project approved by District.

2. SERVICES

2.1 District shall complete the Project as approved by District's Board of Managers as more particularly described in the Project plans. District will complete the Project in accordance with the terms, scope, schedule and budget set forth therein.

2.2 Landowners, by the undersigned, declare that they are owners of the Property and are lawfully seized and possessed of the real estate above described. Furthermore, the person signing said document has the authority to bind Landowner in accordance herein.

2.3 Landowner shall retain the Project for a period of twenty (20) years from the date of this document. The Agreement shall run with the land and extend to and bind the heirs, representatives, successors and/or assigns of the party hereto respectively.

2.4 District will coordinate and be responsible for maintenance during the summer months and assist with mulch additions as needed. Supplemental maintenance will be the responsibility of Landowner during the regular school year. District will work with staff, teachers, students and volunteers to insure that this maintenance is completed. Maintenance responsibilities for the school during the regular school season (excluding the summer) include sediment removal from the inlets, trash clean-up and seasonal removal of the previous year's vegetative growth in the spring as needed.

3. GENERAL TERMS

3.1 This Agreement shall remain in effect unless canceled by mutual agreement or in accordance with Section 3.2 This Agreement shall expire if the Project is not completed pursuant to the agreed upon schedule.

3.2 If weather or other conditions beyond the control of Landowner or District do not permit the completion of this Project within one year after approval, this Agreement may be amended, by mutual written consent of the parties, to reschedule the Project and funding.

3.3 Contractor must obtain all permits required in conjunction with the Project prior to starting the Project.

3.4 Landowner agrees to allow District access to the Project area for evaluation and promotion of the Project. Landowner agrees to make the site available as a demonstration site to the general public at the reasonable request of the District.

3.5 Landowner will act in all respects as an independent contractor under this Agreement and will be solely responsible for performance of services required hereunder as well as the means and manner of performance thereof. District will not be an employer, partner, or co-venturer with Landowner for any purpose. Nothing herein authorizes Landowner to act as an agent or representative of District for any purpose whatsoever.

3.6 Landowner shall indemnify, defend and hold harmless District and its agents, employees, officers and contractors, from all third party claims arising out of or relating to Landowner's breach of this Agreement, and any negligent or intentional acts or omissions of Landowner, its employees, agents or assigns.

3.7 District shall indemnify, defend and hold harmless Landowner and its agents, employees, officers and contractors, from all third party claims arising out of or relating to District's breach of this Agreement, and any negligent or intentional acts or omissions of District, its employees, agents or assigns.

However, District shall have no obligation to Landowner, specifically, District shall

not need to restore the land to its original condition upon expiration or termination of this Agreement.

RAMSEY-WASHINGTON METRO
WATERSHED DISTRICT

LANDOWNER(S)

Tina Carstens, District Administrator

Date: _____

2665 Noel Drive
Little Canada, MN 55117

Signature

Print Name: _____

Signature

Print Name: _____

Date: _____

Property Address:
