

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 HAYWARD AVENUE, OAKDALE, MINNESOTA 55082
Phone 651.796.2227 fax 651.330.7747 www.mscwmo.org



Regular Meeting of the Middle St. Croix Watershed Management Organization

Remotely held as posted on www.mscwmo.org

Physical location - Washington Conservation District, 455 Hayward Ave N

Thursday, December 11th, 2025

6:00PM

1. Call to Order – 6:00PM
 - a. Approval of Agenda
2. Approval of Minutes
 - a. Draft minutes – October 9th, 2025 **pg. 1-5**
3. Treasurer’s Report
 - a. Report of savings account, assets for December 11th, 2025
 - b. Approve payment of bills for December 11th, 2025
4. Public Comment
5. Watershed Management Plan Update
6. Old Business
7. New Business
 - a. 2026 Insurance Renewal **pg. 6-15**
 - b. 2026 Meeting and Submittal Dates **pg. 16**
 - c. 2026 Project Review Fees **pg.17-18**
 - d. 2026 WCD Technical Services Agreement **pg. 19-27**
 - e. John Dahl Resignation
8. Grant and Cost Share Applications
 - a. Deneui Stewardship Grant Reimbursement **pg. 28**
 - b. Eckel Stewardship Grant Reimbursement **pg. 29**
 - c. Lund Stewardship Grant Request **pg. 30**
 - d. Heidenreich Stewardship Grant Request **pg. 31**
 - e. Bayport Fire Station Water Quality Grant Reimbursement **pg. 32**
9. Plan Reviews/Submittals
 - a. Plan Review and Submittal Summary **pg. 33**
 - i. CSAH 5 **pg. 34-40**
 - ii. Central Automotive Parking Lot Addition **INFORM**
 - b. Erosion and Sediment Control Inspection Reports **pg. 41-50**
10. Staff Report **pg. 51-53**
11. 1W1P Updates
12. Other

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13. Adjourn

Draft Minutes, Pending Board Approval

Regular Meeting of the Middle St. Croix Watershed Management Organization
Washington Conservation District, 455 Hayward Ave N
Thursday, October 9th, 2025
6:00PM

Present: Brian Zeller, Lakeland Shores; Tom McCarthy, Lake St. Croix Beach; Rachel Dana, West Lakeland; Dave Millard, Lakeland; Ryan Collins, Stillwater; Administrator Matt Oldenburg-Downing; Amanda Herbrand, WCD

Call to Order

Manager Zeller called the meeting to order at 6:00PM.

Approval of Agenda

Manager Collins motioned to approve the agenda. Manager McCarthy seconded the motion.

Approval of Minutes

Manager Collins motioned to approve the draft August 14th, 2025 board meeting minutes, Manager McCarthy seconded the motion. The motion carried with all in favor.

Treasurer's Report

presented the treasurer's report. The remaining checking account balance as of October 9, 2025 was \$40,500.30. First Bank CD's were valued at \$213,549.15. The ending value on the RBC savings account from August was \$99,930. Manager Zeller motioned to approve the report of the savings account and assets for October 9th, 2025. Manager McCarthy seconded the motion. The motion carried with all in favor.

Bills to approve for October are five bills to the Washington Conservation District for admin, watershed plan, water monitoring, EMWREP, and technical services totaling \$22,147.57.

Manager Zeller motioned to approve payment of bills for \$22,147.57 to the Washington Conservation District for October 9th, 2025. Manager Collins seconded the motion. The motion carried with all in favor.

Public Comment

None

Watershed Management Plan Update

See staff report

Old Business

None

New Business

2025 County Budget Summary

This is an informational item. Included in the board packet is the power point slide that will be presented at the 2025 County Budget Summary. The slide shows the St. Croix United Church Bioretention Project and includes a list of partners on the project, budget and funding, timeline, and outcomes with before and after photos. Manager Zeller states there is a new Commissioner and will attend the meeting if able.

Grant and Cost Share Applications

ArtReach St. Croix Stewardship Grant Reimbursement

On April 10th the MSCWMO board approved cost share encumbrance of up to \$500 for the installation of a 350 square-foot native pollinator garden to provide habitat for birds, pollinators, and other wildlife on the ArtReach St. Croix property located at 224 4th St N, Stillwater, MN 55082. The ArtReach St. Croix staff completed the installation of the garden in August of 2025 with a total project cost of \$632.82.

Manager Zeller motioned to approve reimbursement of \$500.00 cost share for the installation of the ArtReach St. Croix Pollinator Garden Project at 224 4th St N, Stillwater, MN 55082. Manager Collins seconded the motion. The motion carried with all in favor.

McCready Stewardship Grant Reimbursement

On February, 2025 the MSCWMO board approved cost share encumbrance of up to \$500 for the enhancement of a 0.5-acre woodland located on the property of Andrea McCready (132 7th St, in Bayport) less than a half mile from the St. Croix Savanna Scientific and Natural Area. The landowner hired Edge Ecosystems to complete the enhancement work in June and August of 2025 with a total project cost of \$715.28. Work consisted of woody invasive species removal and vegetation management to reduce non-native species competition and promote regeneration of native woodland species within a high-quality ecological corridor.

Manager Collins motioned to approve reimbursement of \$500.00 cost share for the implementation of the McCready Woodland Enhancement Project at 132 7th St S, Bayport, MN 55003. Manager McCarthy seconded the motion. The motion carried with all in favor.

Afton-Lakeland Elementary Stewardship Grant Request

Afton-Lakeland Elementary principal Gina Doe is applying for a 2025 MSCWMO Stewardship Grant to install a 300 square-foot of pollinator garden and enhance a 4,500 pollinator meadow on the school's campus to provide environmental education opportunities for students. The school PTA will also be incorporating a hammock garden and little free library adjacent to the pollinator meadow for a more interactive student experience. Stewardship Grant funds will be used to reimburse for native plant and seed purchases. The project is supported in part by an FY25 Pollinator Pathways grant received through the Washington Conservation District. Total project estimate is \$8,609.83 and cost share requested is \$500.00.

Manager Zeller motioned to approve encumbrance of \$500.00 cost share for the Afton-Lakeland Elementary Pollinator Gardens project at 475 St Croix Trail S, Lakeland, MN 55043. Manager Millard seconded the motion. The motion carried with all in favor.

Lily Lake Elementary Stewardship Grant Request

Lily Lake Elementary school principal Bill Gronseth is applying for a 2025 MSCWMO Stewardship Grant to covert approximately 1,310 square feet of existing turf and degraded ornamental garden space to native pollinator gardens. These native pollinator gardens will frame the entrance to the school and provide environmental education opportunities for students. Stewardship Grant funds will be used to reimburse for native plant purchases. The project is supported in part by an FY25 Pollinator Pathways grant received through the Washington Conservation District. Total project estimate is \$5,500.00 and cost share requested is \$500.00.

Manager Zeller motioned to approve encumbrance of \$500.00 cost share for the Lily Lake Elementary Pollinator Garden Project at 2003 W Willard St, Stillwater, MN 55082. Manager McCarthy seconded the motion. The motion carried with all in favor.

Bayport Fire Station Turf-to-Prairie Water Quality Improvement Grant Request

The City of Bayport is applying for a 2025 MSCWMO Water Quality Improvement Grant to covert approximately 1.42 acres of turf to native prairie under an existing solar array at the Bayport Fire Station property, 1012 5th Ave N, Bayport, MN 55003. The project is expected to reduce TP loading to Perro Creek and Perro Pond by approximately 0.48 lbs/yr while providing nesting and forage resources to birds, pollinators and other wildlife. The City has hired Natural Resource Services (NRS) to perform the site preparation and installation work with seed installation anticipated in fall of 2025. Total project estimate is \$3,895.00 and cost share requested is \$1,200.00.

Manager Zeller motioned to approve encumbrance of \$1,200.00 cost share for the Bayport Fire Station Turf-to-Prairie Restoration project at 1012 5th Ave N, Bayport, MN 55003.

Youmans Stewardship Grant Request

Stillwater residents Zack and Ingrid Youmans are applying for a 2025 MSCWMO Stewardship Grant to covert approximately 800 square feet of existing turf in the back yard to prairie on their property. Stewardship Grant funds will be used to reimburse for native plant and seed purchases, as well as erosion and sediment control material. The goal of the project is to reduce runoff volume from the property and to provide diverse pollen and nectar resources to pollinators throughout the season. Total project estimate is \$776.00 and cost share requested is \$500.00.

Manager Zeller motioned to approve encumbrance of \$500.00 cost share for the Youmans Turf-to-Prairie project at 7890 Newberry Ct N, Stillwater, MN 55082. Manager McCarthy seconded the motion. The motion carried with all in favor.

Youmans Stewardship Grant Reimbursement

On September 11th, 2025 the MSCWMO board approved cost share encumbrance of up to \$500 for the Zack and Ingrid Youmans Native Landscaping Project, including 800 square feet of turf-to-native prairie conversion on the Youmans property located at Newberry Ct N in Stillwater. The landowner completed the project in September of 2025 with a total project cost of \$496.68. Over 140 native perennial plants were installed as a part of the project to provide pollen and nectar resources to pollinators from spring through fall.

Manager Zeller motioned to approve reimbursement of \$496.68 cost share for the installation of the Youmans Native Landscaping Project at 7890 Newberry Ct N, Stillwater, MN 55082.

Manager McCarthy seconded the motion. The motion carried with all in favor.

Plan Reviews/Submittals

Lumberjack Landing Shoreline Rehabilitation

Submittal items were received on September 15th, 2025 and revised materials on October 2nd, 2025 for the shoreline rehabilitation project located at Lumberjack Landing within the MSCWMO boundaries and the City of Stillwater. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves since it involves movement of 100 cubic yards of material and work within public water buffers. MSCWMO staff recommends board approval.

Manager Zeller motioned to approve the Lumberjack Landing Shoreline Rehabilitation project. Manager Millard seconded the motion. The motion carried with all in favor.

Central Automotive Parking Lot Addition

Submittal items were received on July 31st, 2025 for a proposed parking lot expansion at 14819 59th Street N within the MSCWMO boundaries and the City of Oak Park Heights. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves construction of more than 6,000 square feet of impervious surface. Additional review materials were received on October 3rd, 2025, however the applicant has not demonstrated rate control at all discharge points and has been requested to revise/resubmit.

Erosion and Sediment Control Inspection Reports

There are nine erosion and sediment control inspection reports included in the board packet.

Staff Report

Administrator Oldenburg-Downing presented the staff report. He states that final draft of the 10-year management plan update was sent out for 90-day review on September 24, 2025. Water monitoring and BMP maintenance efforts are beginning to wind down for the season.

Administrator Oldenburg-Downing attended several meetings including LSC steering team meetings, a WMP goals meeting with BWSR, and project site visits. Administrator Oldenburg-Downing notes that at the pre-app meeting for the CSAH Phase 5 he stated he would prefer not to accept cash-in-lieu as MSCWMO staff have not been able to identify projects with the cash-in-lieu funds already available.

1W1P Updates

Administrator Oldenburg-Downing notes there is another meeting next week for 1W1P and that the mid-point assessment for the partnership is upcoming.

Other

None

Adjourn

Draft Minutes, Pending Board Approval

Manager Zeller motioned to adjourn the meeting, Manager McCarthy seconded the motion. The meeting adjourned at 6:24.



November 4, 2025

Middle St. Croix River Watershed Management Organization
Attn: Matt Downing
455 Hayward Ave.,
Oakdale, MN 55128

Re: League of Minnesota Cities Insurance Trust (LMCIT)
Municipal Package and Defense Cost Reimbursement
Policies Effective: February 1, 2026 to February 1, 2027

Dear Matt,

The policies and renewal term noted above will be renewing on February 1, 2026. The LMCIT has a specialized competitively priced product specifically designed for cities in Minnesota. The LMCIT is currently working on their updates to Rates and Coverages for the 1/1/2026-27 Covenant Term. The LMCIT has not released the final Rate and Coverage changes that will be applied to your renewal term, however, they have provided access to the application, so that you can begin work on the application to avoid delays in submission.

Please review the LMCIT Budget Guidance Letter to give you an idea of what to expect on Renewal. We expect the LMCIT to release the approved Rates and Coverage Changes later this fall. In addition to potential rate changes, your premium may also be impacted by your loss history and changes in your exposures. We believe the LMCIT remains the best option for your renewal and we will seek renewal terms from the LMCIT.

Municipal Package, Defense Cost Reimbursement,

These coverages are not automatically renewed by the LMCIT. The application must be completed online at [LMCIT Member Center - League of Minnesota Cities](#). Note the boxes located at the top left corner of the page. (Select Package or Work Comp, whichever coverage is applicable.) The application must be submitted by the agent, so please notify me once you have completed your application. I will provide a copy of the final application as submitted to the LMCIT. The online application is a request to bind coverage and when submitted, coverage will be bound by the LMCIT based on the application. The LMCIT may not provide the premium prior to your renewal date.

Signatures and Forms Required

Review the information in the attached documents for important disclosures, insurance company rating information, and documentation of our compensation structure.

Please notify us once you've completed the application, and return the items noted below. The following items must be returned to us in order to submit the application and bind coverage:

- Signed Client Authorization to Bind Coverage, authorizing Gallagher to bind coverage according to your application
- Signed Rating Letter
- Signed Liability Waiver Form indicating whether you elect to Waive or Not Waive the tort liability limits of \$500,000 each claimant

Please let us know if you need any assistance.

Sincerely,

Shawn Napier-Thomatis

Shawn Napier-Thomatis
Client Service Manager II

Arthur J. Gallagher Risk Management Services, LLC

Arthur J. Gallagher Risk Management Services, LLC
3600 American Blvd. W Suite 500
Bloomington, MN 55431

952.358.7500
www.ajg.com

Enclosures:

Compensation Disclosure Schedule

Market Review

Important Disclosures and Compensation Disclosures

Claims Reporting by Policy

Client Signature Pages: Client Authorization to Bind and Rating Letter

Liability Coverage Waiver Form

Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Municipal Package	League of Minnesota Cities Insurance Trust	N/A	TBD	10%	N/A
Defense Cost Reimbursement	League of Minnesota Cities Insurance Trust	N/A	TBD	10%	N/A

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
 - * A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.
 - * Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Market Review

We will approach the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

<i>Line of Coverage</i>	<i>Insurance Company ** (AM Best Rate/Financial Strength)</i>	<i>Market Response *</i>	<i>Admitted ***</i>
Package	League of Minnesota Cities Insurance Trust/Not Rated	Obtaining Quote*	Admitted
Defense Cost Reimbursement	League of Minnesota Cities Insurance Trust/Not Rated	Obtaining Quote*	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings/>.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at [Privacy Policy | Gallagher USA \(ajg.com\)](#). Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

- A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

Claims Reporting By Policy

Immediately report all claims for all lines of coverage referenced in this letter to League of Minnesota Cities Insurance Trust.

- **Insurance Carrier:** League of Minnesota Cities Insurance Trust
- **Email:** claims@lmc.org
- **Phone:** 651-215-4165 or 800-925-1122
- **Fax:** 651-281-1297
- **Mail:** LMCIT Claims, 145 University Avenue, West St. Paul, MN 55103
- **Online:** [Home - League of Minnesota Cities \(lmc.org\)](#)



Insurance | Risk Management | Consulting

November 4, 2025

Middle St. Croix River Watershed Management Organization
455 Hayward Ave.,
Oakdale, MN 55128

RE: Insurance Provided through the League of Minnesota Cities Insurance Trust (LMCIT)
Municipal Package and Defense Cost Reimbursement
Policies Effective: February 1, 2026 to February 1, 2026

Dear Matt:

Your insurance policies referenced above and written through the League of Minnesota Cities (LMCIT) expire on Date.

Financial responsibility (carrier security) is an area you should consider when selecting an insurance carrier. Arthur J. Gallagher Risk Management Services, LLC (Gallagher) does not guarantee the financial viability or claims paying ability of any insurance carrier or market. However, we do recommend that you always attempt to try to place your insurance program with a carrier rated A-VI or better, by A.M. Best.

League of Minnesota Cities Insurance Trust will provide a quotation for your renewal, and it will be included in our proposal. Because League of Minnesota Cities Insurance Trust is not rated or followed by A.M. Best, we will use them only with your approval. Please sign and return a copy of this letter.

Sincerely,

Connor Glynn
Producer

As a duly authorized officer or representative of the Middle St. Croix River Watershed Management Organization. I direct Gallagher to bind the coverage outlined above.

By:



LIABILITY COVERAGE WAIVER FORM

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

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

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

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

LMCIT Member Name: _____

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member’s governing body meeting: _____

Signature: _____

Position: _____



MSCWMO PROJECT REVIEW PROCESS

Applications for qualifying projects shall be submitted for full review to the MSCWMO administrator at least 21 days prior to the scheduled meeting date of the MSCWMO Board. Late submittals or submittals with incomplete exhibits will be scheduled to a subsequent meeting date. Comments will be returned to the member community within 30 days of receipt of a complete application.

Member communities may require a pre-application meeting. The following table contains the pre-application meeting deadline, submittal deadline, and board meeting dates for 2026.

2026 PROJECT REVIEW IMPORTANT DATES

Pre-Application Meeting Deadline*	Submittal Deadline	MSCWMO Board Meeting
December 11, 2025	December 18, 2025	January 08, 2026
January 15, 2026	January 22, 2026	February 12, 2026
February 12, 2026	February 19, 2026	March 12, 2026
March 12, 2026	March 19, 2026	April 09, 2026
April 16, 2026	April 23, 2026	May 14, 2026
May 14, 2026	May 21, 2026	June 11, 2026
June 11, 2026	June 18, 2026	July 09, 2026
July 16, 2026	July 23, 2026	August 13, 2026
August 13, 2026	August 20, 2026	September 10, 2026
September 10, 2026	September 17, 2026	October 08, 2026
October 15, 2026	October 22, 2026	November 12, 2026
November 12, 2026	November 19, 2026	December 10, 2026

* Not required

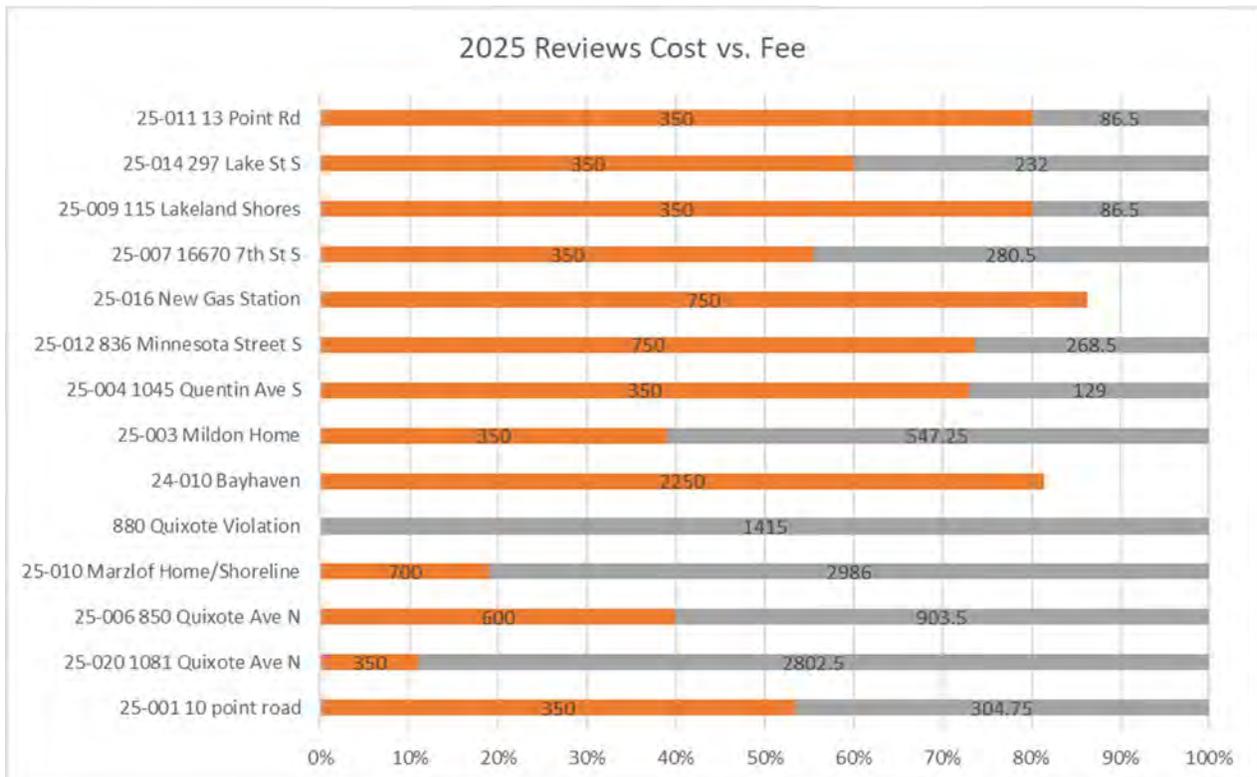


TO: Middle St. Croix WMO Board of Managers
FROM: Matt Oldenburg-Downing, Administrator
DATE: December 4, 2025
RE: 7c.) 2025 Permit Review Workload and Revenue Analysis

The MSCWMO conducts reviews of building permits submitted to member communities and recommends steps to be taken to ensure compliance with the MSCWMO standards that have been adopted by these communities. To accomplish this task, the MSCWMO budgeted \$7,000 in 2025 and requires a review fee by non-public entity applicants. The board has approved a fee schedule that scales with the size and scope of proposed projects to offset the cost of the review.

2025 review workload was high with over \$30,000 of labor costs incurred through November. Review fees totaling \$8,550 have been secured, the associated costs of review time resulting in a large deficit. Time spent where no application has been formally received, or on reviews of public entity projects cannot be recouped, the WMO can invoice member communities for time spent on formal applications.

Policy set by the Board in 2021 was overages in review time over \$500 to be presented for approval to invoice. If the decision is made to request additional fees to cover review costs, the MSCWMO will send a request to the permitting entity (community) for the difference in fee vs. actual total cost. A summary graph has been prepared detailing the fee vs. actual total cost for each project review invoice for consideration in 2025. Total revenue recommended for recovery under current policy is \$8,654.25.



MSCWMO Member Communities

Afton • Bayport • Baytown • Lakeland • Lakeland Shores • Lake St. Croix Beach • Oak Park Heights
St. Mary's Point • Stillwater • West Lakeland

MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 Hayward Avenue, Oakdale, MN 55128
 Phone 651.330.8220 x22 fax 651.330.7747 www.mscwmo.org



MSCWMO REVIEW FEES

The amount of the review fee is reviewed and revised by the MSCWMO Board of Managers on an annual basis or otherwise as warranted. An application is not deemed complete until the required fee has been submitted. Any costs incurred by the MSCWMO greater than the permit fee will be billed to the applicant. Projects not meeting applicable performance standards will require submittal of a new application and fee for re-review.

SINGLE LOT RESIDENCE REVIEW FEE: \$350

ALL OTHER DEVELOPMENT REVIEWS BY FEE SCALE

Total review fee = new or reconstructed impervious surface fee + land disturbance fee.

Standard 5.1 Water Quantity and Quality:			
Less than one acre of new or reconstructed impervious	\$400		_____
1-5 acres of new or reconstructed impervious	\$600		_____
5-20 acres of new or reconstructed impervious	\$1,500		_____
20 acres or more of new or reconstructed impervious	\$3,000		_____
Standard 5.2 Erosion and Sediment Control			
10,000 sqft-1 acre of land disturbance	\$350		_____
1 acre-5 acres of land disturbance	\$500		_____
5 acres-20 acres of land disturbance	\$750		_____
20 acres or more of land disturbance	\$1,500		_____
Total Review Fee			_____

Government entities are exempt from review fees

Projects not meeting applicable performance standards will require submittal of a new application and fee for re-review.

**2026 SERVICE AGREEMENT
BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION**

A. PARTIES

This Agreement is made and entered into by Washington Conservation District, (WCD), and the Middle St. Croix Watershed Management Organization (MSCWMO).

B. PURPOSE

WHEREAS, the MSCWMO 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, 2026 to December 31, 2026 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 the attached Exhibits.

E. COST

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

Exhibit A: Administrative Services - \$38,250

Exhibit B: Technical Services - \$77,020

Exhibit C: Water Monitoring Services - \$21,611

TOTAL: \$136,881

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, B and Task 5 in Exhibit C are billed on an hourly basis at the rate of \$50.00 - \$114.00 per hour, based on personnel and task. Invoices for Exhibits A and B will be sent on a monthly basis and will list specifically the work performed. Services for BWSR grants will be billed per the BWSR calculator. Tasks 1-4 in Exhibit C are billed on a lump sum basis for services and project expenses. Invoices in Exhibit C will be sent on a quarterly basis.

<u>Technical Services Rate Schedule</u>	<u>2026</u>
AIS Watercraft Inspector	\$38.00
Level 1	\$50.00
Level 2	\$72.00
Level 3	\$76.00
Level 4	\$81.00
Level 5	\$86.00
Level 6	\$91.00
Level 7	\$97.00
Level 8	\$102.00
Level 9	\$114.00

2. Project expenses will be billed as they are accrued.
3. Invoices are payable by the MSCWMO within 60 days.
4. Office supplies, normal office 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 MSCWMO 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 MSCWMO 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 MSCWMO 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 MSCWMO and shall not be considered employees of the MSCWMO.

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 MSCWMO 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 MSCWMO 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 MSCWMO 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 MSCWMO.

P. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the MSCWMO 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 MSCWMO. The MSCWMO 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.

**2026 SERVICE AGREEMENT
BETWEEN
WASHINGTON CONSERVATION DISTRICT
AND MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION**

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

APPROVED:

MSCWMO

WCD

BY: _____
Board Chair Date

BY: _____
Board Chair Date

BY: _____
Secretary Date

BY: _____
WCD Manager Date

Approval as to form and execution:

Date

EXHIBIT A

2026 MSCWMO ADMINISTRATIVE SERVICES AGREEMENT

At the request of the MSCWMO the WCD shall furnish the following services under the terms of the AGREEMENT.

TASK 1. Administrative Services

The WCD will provide administrative services to the MSCWMO. A WCD staff member shall serve as the Administrator of the MSCWMO. This staff member will be appointed by the WCD with input from the WMO Board. The Administrator shall act on behalf of the Board of Managers to implement MSCWMO policies and actions. Administrative services will include: agenda and board packet preparation and distribution; receiving and sending official MSCWMO correspondence; submitting official notices for publication; coordination of meetings for the board, committees and other groups as necessary; maintaining the MSCWMO website; maintaining the MSCWMO files (except for projects conducted by the Watershed's Engineer or confidential legal records); directing activities between the MSCWMO, Engineer, Attorney, Recording Secretary, Local and State Units of Government and the public; acting as the primary and first response to inquiries from the public as to programs, projects and written policies or rules and other questions on MSCWMO issues, and other administrative duties as assigned by the MSCWMO Board.

Subtotal for Task 1: \$34,900

TASK 2. Bookkeeping

The WCD will provide bookkeeping services to the MSCWMO. These services include: administration of accounts receivable and accounts payable including check generation, preparation of invoices for disbursement, and monthly bank reconciliation; coordination of annual audit and preparation of items necessary for audit; preparation of monthly reporting to the Board; preparation of budgets; and coordination of cash investment activities. The MSCWMO Board will direct any changes to accounts or investments.

Subtotal for Task 2: \$1,880

TASK 3. Meeting Minutes

The WCD will provide note taking services for all regularly scheduled MSCWMO Board meetings. These services will include a WCD staff member being present at MSCWMO meetings for note taking, and the compilation and presentation of meeting minutes to the board for approval prior to posting as public record.

Subtotal for Task 3: \$1,470

BUDGET FOR 2026 = \$38,250

EXHIBIT B

2026 MSCWMO TECHNICAL SERVICES AGREEMENT

At the request of the MSCWMO the WCD shall furnish the following services under the terms of the AGREEMENT.

TASK 1. Review of Development Plans and Erosion Control Monitoring

The WCD will provide review and comment on development plans on behalf of the MSCWMO. Comments and recommendations for erosion and sediment control, grading, drainage, and wetland protection will be made. Follow-up development site inspections will be performed if deemed appropriate and coordinated with the member communities. Plan Review Fees will offset the cost of this program to the greatest extent possible.

Subtotal for Task 1: \$34,520 (\$9,520 budget, \$25,000 fee)

TASK 2. Best Management Practices (BMP) Program Technical Assistance & Administration

The WCD will act as the primary and first response to inquiries from the public regarding general MSCWMO BMP Program information, program eligibility, and best management practice information. One WCD staff person will be identified as the BMP Program Coordinator. Initial inquiries about general topics and water quality issues, and initial site visits will be responded to as part of the standard WCD programs and not charged under this contact. Specific inquiries regarding MSCWMO cost share, development of site concepts and designs, implementation assistance, receiving and sending official MSCWMO correspondence related to the Program, maintaining the Program files, administering cost-share documents needed as a part of the Program, and follow-up project reviews will be responded to as part of the MSCWMO BMP Program and will be charged as a part of this contract. Overall program coordination, summary reports, and ongoing program evaluation will be provided. The Administrator shall be responsible for BMP Program oversight, budget tracking, and technical assistance in support of the program.

Subtotal for Task 2: \$28,000

TASK 3. Best Management Practices (BMP) Maintenance

The WCD will perform annual routine maintenance of structural stormwater best management practices identified below:

BMPs still under MSCWMO maintenance obligation:

- Stillwater Country Club inlet cleanout & veg. management.
- Lily Lake Basin inlet cleanout.

Activities to continue in 2026:

- Inlet cleanout on 10 raingardens in Oak Park Heights (OPH) Area.
- Vegetative maintenance on Ozark Ave N in Oak Park Heights.
- Providing support for Golden Creeper eradication efforts in the Mulberry Ravine via match for CWF Minnesota Conservation Corps (MCC) crew grants.
- CSAH 5 Gutter Bin Cleanout.

The WCD will also carry out maintenance and outreach activities during the establishment period of two years for targeted stormwater best management practices designed and installed as part of the cooperative retrofit program. Maintenance activities will include: vegetative assessment, vegetative maintenance, inlet clean out, trash clean out, small structural repairs, replanting/re-mulching. The WCD will also carry out small-scale practice retrofits as needed at an annual cost not to exceed \$2,000.

\$1,000 Annual funds

\$2,000 Retrofit funds

\$5,000 Cash-in-Lieu (CIL) funds

Subtotal for Task 3: \$8,000

TASK 4. Best Management Practices (BMP) Inspections

The WCD will perform annual routine inspections of 321 permitted, cost-share/incentive, and CIP-funded stormwater best management practices identified in the WCD Inspection & Maintenance Database on a two-year

cycle (approximately 160 practices inspected each year). Inspections shall be performed by WCD Specialist 1 staff or Seasonal BMP maintenance staff with training and support from Specialist staff.

Subtotal for Task 4: \$3,000

TASK 5. Community Technical Assistance, Outreach and Education

The WCD will use targeted and broad-based outreach techniques to generate interest in and understanding of the MSCWMO. The techniques used will include participation in local fairs, events, and community group meetings as a representative of the MSCWMO. The WCD will provide technical assistance and information to the citizens and communities of the MSCWMO through this program. This task is separate from but coordinated with the East Metro Water Resource Education Program.

Subtotal for Task 5: \$3,000

TASK 6. Inspection Database

The WCD will maintain an online database utilizing a proprietary ESRI ArcGIS Online platform. The database will be for performing and storing data from on-site erosion and sediment control inspections, BMP performance inspections, and BMP maintenance activities. WCD has purchased and will continue to administer all necessary licenses for use and maintenance of the database on behalf of the WMO. The WMO retains ownership of all necessary licenses for use and maintenance of the database. MSCWMO data will be entered into and maintained in the database created and maintained pursuant to this paragraph at the sole and exclusive discretion and direction of the Administrator. Any data designated not-public by the Administrator will be immediately removed from the database created and maintained pursuant to this paragraph, except as necessary for WCD to fulfill any obligation under the Data Practices Act. Any data removed by or at the direction of the Administrator will be restored only at the direction of the Administrator. For the maintenance of the database, the WMO will reimburse WCD as follows:

Subtotal for Task 6: \$500

BUDGET FOR 2026 = \$77,020

EXHIBIT C

2026 MSCWMO WATER MONITORING SERVICES AGREEMENT

TASK 1. Lake Monitoring Services

The WCD will monitor Lily Lake 14 times per year and Lake McKusick 7 times per year, April through October. Surface water quality samples are collected and analyzed for total phosphorus, chlorophyll-a, and total Kjeldahl nitrogen. Three chloride samples per year will be collected in each lake. Other measurements include Secchi disk transparency, dissolved oxygen and temperature profiles, and lake level. The fee includes labor, lab costs, all equipment, vehicles, canoe, ice, storage, etc. that is required to conduct the monitoring.

TASK 2. Mulberry Ravine and Perro Creek Flow and Water Quality Monitoring

The WCD will install a fully automated monitoring station that collects stage, velocity, and discharge in 15-minute intervals at the Perro Creek outfall to Lake St. Croix. Flow measurements will be collected through the monitoring season, April through October. Monthly base grab samples and storm event composites will be collected to establish water quality and total discharge and loading to Lake St. Croix will be calculated. The WCD will also purchase and install an area-velocity meter at Mulberry Ravine and collect up to 15 base grab samples, storm event composites (TP/DP/TSS), and 7 E. coli samples.

TASK 3. Water Monitoring Report

A water monitoring report will be generated that will incorporate current and previous years' data.

Budget for 2026 = \$21,611

2026 MSCWMO Water Monitoring Estimate

Lake WQ Monitoring	Type	Labor	Travel Time/Mileage	Equipment	Lab	Total	Notes
Lily Lake	LWQE1	\$2,481	\$0	\$0	\$580	\$3,061	14x/year with WQ sampling + deep lak
McKusick Lake	LWQD1	\$1,455	\$0	\$0	\$580	\$2,035	14x/year with WQ sampling + 3 surfac
Total Lake WQ Monitoring	N/A	\$3,936	\$0	\$0	\$1,160	\$5,096	
Lake Gage Monitoring	Type	Labor	Travel Time/Mileage	Equipment	Lab	Total	Notes
Brick Pond	LEA1	\$209	\$0	\$0	\$0	\$209	Install and/or Survey and/or Remove.
Lily Lake	LEA1	\$209	\$0	\$0	\$0	\$209	Install and/or Survey and/or Remove.
McKusick Lake	LEA1	\$209	\$0	\$0	\$0	\$209	Install and/or Survey and/or Remove.
Total Lake Gage Monitoring		\$627	\$0	\$0	\$0	\$627	
Targeted Water Quality Monitoring	Type	Labor	Travel Time/Mileage	Equipment	Lab	Total	Notes
Perro Diversion Structure & Overflow	III	\$10,074	\$1,474	\$0	\$770	\$12,318	Two stations - 1 fully automated w/san
Total Targeted Water Quality Monitoring	N/A	\$10,074	\$1,474	\$0	\$770	\$12,318	
Report	Type	Labor	Travel Time/Mileage	Equipment	Lab	Total	Notes
Water Monitoring Report	NA	\$3,570	\$0	\$0	\$0	\$3,570	
2026 Total Monitoring Costs		\$18,207	\$1,474	\$0	\$1,930	\$21,611	

2026 MSCWMO Agreement

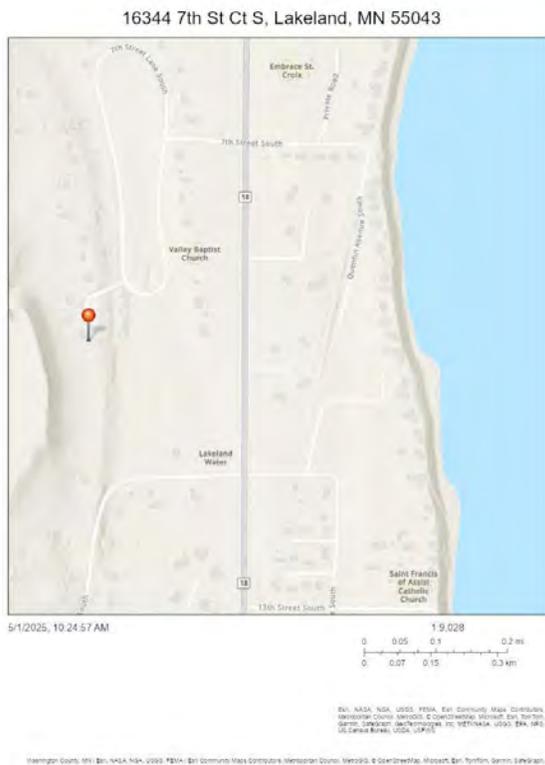


TO: Middle St. Croix Board of Managers
FROM: Brett Stolpestad, Landscape Restoration Specialist, Washington Conservation District
DATE: December 1st, 2025
RE: Request for Reimbursement – Deneui Native Landscaping Project

On May 8th, 2025 the MSCWMO board approved cost-share encumbrance of up to \$500 for the Deneui Native Landscaping project with the goal of enhancing Bob and Gail Deneui’s 0.9-acre parcel in Lakeland with native perennials, trees and shrubs for wildlife habitat. The landowners completed installation of native plant material in October with a total cost of \$382.40 in materials.

Project Estimate: \$946.00
Actual Expenditure: \$382.40
Cost Share Encumbered: \$500.00

Requested Board Action: Motion by Board Member 1, seconded by Board Member 2, to approve reimbursement of \$382.40 cost share for the installation of the Deneui Native Landscaping Project at 16344 7th St Ct S, Lakeland, MN 55043.



MSCWMO Member Communities

Afton • Bayport • Baytown • Lakeland • Lakeland Shores • Lake St. Croix Beach • Oak Park Heights
 St. Mary’s Point • Stillwater • West Lakeland



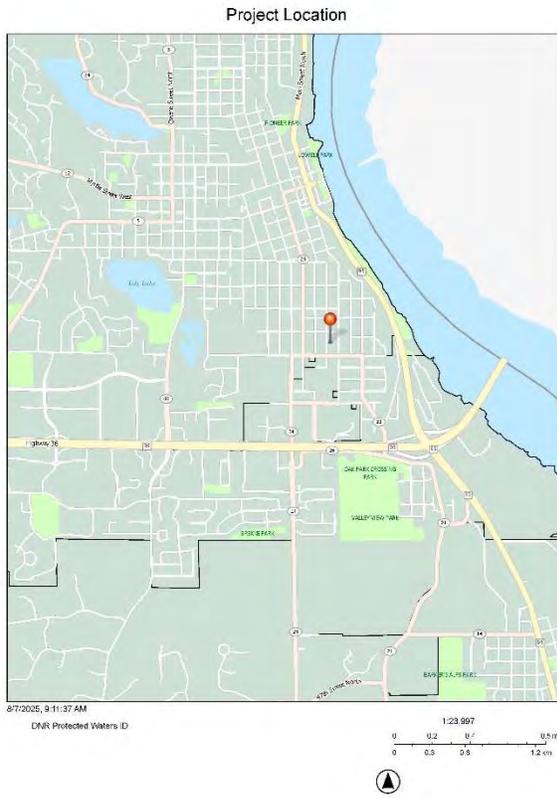
TO: Middle St. Croix Board of Managers
FROM: Brett Stolpestad, Landscape Restoration Specialist, Washington Conservation District
DATE: October 21st, 2025
RE: Request for Reimbursement – Lund Native Landscaping Project

On August 14th, 2025 the MSCWMO board approved cost share encumbrance of up to \$500 for the establishment of a 117 ft² native shrub and perennial planting at the residence of Kim Lund, located at 1303 1st St S, Stillwater, MN 55082. The landowner completed her project in September, installing over 20 native plants with a total cost of \$481.18

Project Estimate: \$600.60
Actual Expenditure: \$481.18
Cost Share Encumbered: \$500.00

Requested Board Action: Motion by Board Member 1, seconded by Board Member 2, to approve reimbursement of \$481.18 cost share for the installation of the Lund Native Landscaping project at 1303 1st St S, Stillwater, MN 55082.

Location & Photos:



Before



After

MSCWMO Member Communities

Afton • Bayport • Baytown • Lakeland • Lakeland Shores • Lake St. Croix Beach • Oak Park Heights
 St. Mary's Point • Stillwater • West Lakeland



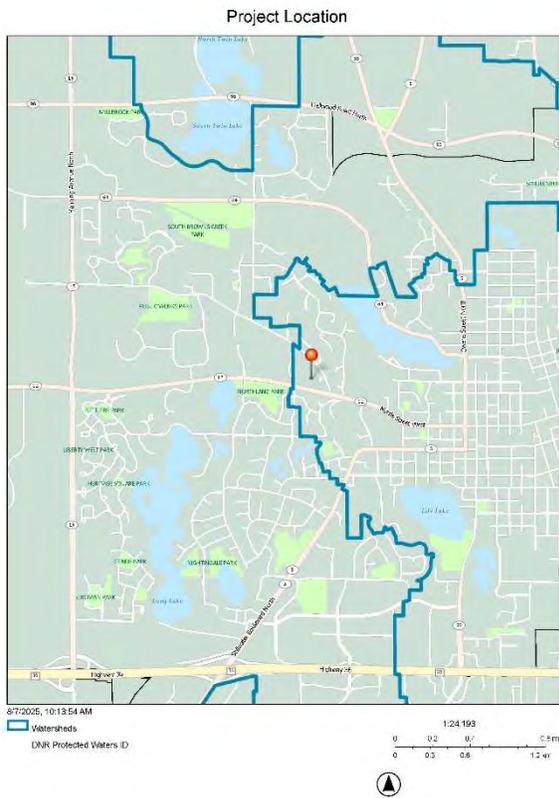
TO: Middle St. Croix Board of Managers
FROM: Brett Stolpestad, Landscape Restoration Specialist, Washington Conservation District
DATE: October 24th, 2025
RE: Request for Reimbursement – Heidenreich Meadow Enhancement Project

On August 14th, 2025 the MSCWMO board approved cost share encumbrance of up to \$500 for enhancement of a 5,000 square-foot woodland opening with native grasses and flowering plants at the residence of Bob Heidenreich, 13315 Boutwell Rd N, Stillwater, MN 55082. The landowner completed his project in October, installing over 80 native plants with a total cost of \$503.35 (excluding hybrids and cultivars).

Project Estimate: \$976.50
Actual Expenditure: \$503.35
Cost Share Encumbered: \$500.00

Requested Board Action: Motion by Board Member 1, seconded by Board Member 2, to approve reimbursement of \$500.00 cost share for the installation of the Heidenreich Meadow Enhancement Project at 13315 Boutwell Rd N, Stillwater, MN 55082.

Location & Photos:





TO: Middle St. Croix WMO Board of Managers
FROM: Brett Stolpestad, Landscape Restoration Specialist, Washington Conservation District
DATE: December 3rd, 2025
RE: Request for Reimbursement – Bayport Fire Station Turf-to-Prairie Project

On September 11th, 2025 the MSCWMO board approved cost-share encumbrance of up to \$1,200.00 from the Water Quality Improvement Grant program for the installation of the Bayport Fire Station Turf-to-Prairie project. Natural Resource Services completed the site preparation and seeding in October at a total cost of \$4,630.00.

The City of Bayport is seeking reimbursement in the amount of \$1,200.00 for payments made to the contractor in November of 2025.

Project Estimate: \$3,895.00
Actual Expenditure: \$4,630.00
Cost Share Encumbered: \$1,200.00

Requested Board Action: Motion by Board Member 1, seconded by Board Member 2, to approve reimbursement of \$1,200.00 cost share for the installation of the Bayport Fire Station Turf-to-Prairie Project at 1012 5th Ave N, Bayport, MN 55003.

Location & Photos:



[Above] Site post-seeding, October 2025.



TO: Matt Oldenburg-Downing, Administrator
FROM: Rebecca Nestingen, PE
DATE: December 3, 2025
RE: **9a) Plan Reviews/Submittals**

The following is a summary of recent activity on projects submittals which qualify for plan review under the MSCWMO 2015 Watershed Management Plan (WMP):

- **CSAH 5 Phase 4.** Submittal items were received on October 24th, 2025 for pedestrian and traffic improvements on CSAH 4 (Olive Street West) from Deer Path to Owens Street within the MSCWMO boundaries and the City of Stillwater. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) for over 6000 square feet of reconstructed impervious. The project is located in a high vulnerability drinking water source management area (DWSMA) and emergency response area (ERA) and therefore infiltration is prohibited. Flexible Treatment Options (FTOs) have been evaluated and the applicant is proposing removal of total phosphorus (TP) with disconnected impervious and sump/baffle structures but still end up with a 2.9 lb TP shortfall for the 60% removal goal so they have proposed cash-in-lieu for the shortfall. *MSCWMO staff recommends board discussion regarding the acceptance of cash-in-lieu (FTO #3 for offsite mitigation) and if the board agrees that sufficient documentation of exhausting options and rejection of feasibility for FTO#2 (60% TP removal).*



MSCWMO Review ID: 25-025

Review Date: 11/7/2025

Project Name: CSAH 5 Phase 4

Location: 1500-1526 Olive St W, Stillwater

Applicant: Adam Tjaden

Purpose: Street reconstruction

Recommendation: Recommendation

Applicability:

- Any project undertaking grading, filling, or other land alteration activities which involve movement of 100 cubic yards of earth or removal of vegetation on greater than 10,000 square feet of land.
- Any project that creates or fully reconstruct 6,000 square feet or more of impervious surface.
- All major subdivisions or minor subdivisions that are part of a common plan of development. Major subdivisions are defined as subdivisions with 4 or more lots.
- Any project with wetland impacts, grading within public waters, grading within buffers or within 40-feet of the bluff line.
- Development projects that impact 2 or more of the member communities.
- New or redevelopment projects within the St. Croix Riverway that require a building permit that add 500 square feet of additional impervious surface.
- Any project requiring a variance from the current local impervious surface zoning requirements for the property.
- Any land development activity, regardless of size, that the City determines is likely to cause an adverse impact to an environmentally sensitive area or other property, or may violate any other erosion and sediment control standard set by the member community.

Submittal Items:

- A completed and signed project review application form and review fee.
- Grading Plan/Mapping Exhibits:
 - Property lines and delineation of lands under ownership of the applicant.
 - NA Delineation of existing on-site wetlands, shoreland and/or floodplain areas (including any buffers).
 - NA Ordinary High Water (OHW) elevations and datum, as determined by the MDNR (if applicable).
 - Existing and proposed site contour elevations related to NAVD 1988 datum (preferred) or NGVD, 1929. Datum must be noted on exhibits.

NA Drainage easements covering land adjacent to ponding areas, wetlands, and waterways up to their 100-year flood levels and covering all ditches and storm sewers. Access easements to these drainage easements and to other stormwater management facilities shall also be shown. (Not required for sites within public right-of-way)

NA Minimum building elevation for each lot.

Identification of downstream water body.

Delineation of the subwatersheds contributing runoff from off-site, proposed and existing on-site subwatersheds, and flow directions/patterns.

Location, alignment, and elevation of proposed and existing stormwater facilities.

NA Existing and proposed normal water elevations and the critical (the highest) water level produced from the 100-year 24-hour storms.

NA Location of the 100-year flood elevation, natural overflow elevation, and lowest floor elevations.

A Stormwater Pollution Prevention Plan in compliance with the requirements of the NPDES SDS Construction Stormwater Permit.

Permanent Stormwater Management System in compliance with the requirements of the NPDES SDS Construction Stormwater Permit and MSCWMO Performance Standards.

Impervious areas (Pre- and Post-Construction).

Construction plans and specifications for all proposed stormwater management facilities.

NA Location(s) of past, current or future onsite well and septic systems (if applicable).

Other exhibits required to show conformance to these Performance Standards.

Hydrologic/Hydraulic Design Exhibits:

All hydrologic and hydraulic computations completed to design the proposed stormwater management facilities shall be submitted. Model summaries must be submitted. The summaries shall include a map that corresponds to the drainage areas in the model and all other information used to develop the model.

NA A table (or tables) must be submitted showing the following:

NA A listing of all points where runoff leaves the site and the existing and proposed stormwater runoff rates and volumes.

NA A listing of the normal water levels under existing and proposed conditions and the water levels produced from the storm and runoff events listed above for all on-site wetlands, ponds, depressions, lakes, streams, and creeks.

NA A proposed maintenance agreement, which may be in the format of Appendix I, or other form approved by the city.

This site drains to, and is within one mile of special or impaired water and complies NPDES CSW additional requirements.

STORMWATER MANAGEMENT PERFORMANCE STANDARDS

- Water quality treatment is provided prior to direct discharge of stormwater to wetlands and all other water bodies.

Rate and Flood Control Standards

- NA The peak rate of stormwater runoff from a newly developed or redeveloped site shall not exceed the 2-, 10-, and 100-year 24-hour storms with respective 2.8, 4.2, and 7.3-inch rainfall depths with MSCWMO approved time distribution based on Atlas 14 for existing and proposed conditions. The runoff curve number for existing agriculture areas shall be less than or equal to the developed condition curve number. The newly developed or redeveloped peak rate shall not exceed the existing peak rate of runoff for all critical duration events, up to and including the 100-year return frequency storm event for all points where discharges leave a site during all phases of development.
- NA Predevelopment conditions assume “good hydrologic conditions” for appropriate land covers as identified in TR-55 or an equivalent methodology. Runoff curve numbers have been increased where predevelopment land cover is cropland:

Hydrologic Soil Group A	Runoff Curve Number 56
Hydrologic Soil Group B	Runoff Curve Number 70
Hydrologic Soil Group C	Runoff Curve Number 79
Hydrologic Soil Group D	Runoff Curve Number 83

- NA Computer modeling analyses includes secondary overflows for events exceeding the storm sewer systems level-of-service up through the critical 100-year event.
- NA In sub-areas of a landlocked watershed, the proposed project does not increase the predevelopment volume or rate of discharge from the sub-area for the 10-year return period event.
- NA Flowage easements up to the 100-yr flood level have been secured for stormwater management facilities (such as ditches and storm sewers).
- NA Lowest floor elevations of structures built adjacent to stormwater management features and other water bodies are a minimum of two feet above the 100-year flood elevation and a minimum of two feet above the natural overflow of landlocked basins.

Volume Control Standards

- Calculations/computer model results indicate stormwater volume is controlled for new development and redevelopment requirements per the MSCWMO Design Standards.

Volume Retention Required (cu. ft.)	Volume Retention Provided (cu. ft.)
$137,650 \text{ sq. ft.} \times \frac{0.55 \text{ in}}{12 \text{ in/ft}} = 6,309 \text{ cu. ft.}$	BMP Volume
Total Required Volume Retention = 6,309 cu. ft.	Total Provided Volume Retention = 0 cu. ft.

Flexible Treatment Options (when applicable)

- Applicant demonstrated qualifying restrictions as defined in Section 7.2.2 (4) of the 2015 MSCWMO Watershed Management Plan that prohibits the infiltration of the entire required volume. **Site is in high vulnerability DWSMA and ERA**
- FTO #1: MIDS calculator submission removes 75% of the annual total phosphorous.
- FTO #2: MIDS calculator submission removes 60% of the annual total phosphorous. **Approximately 0.63 lbs of TP removal (11%) is achieved through disconnected impervious and sump/baffle structures.**
- FTO #3: Offsite mitigation equivalent to the volume reduction standard is provided. **Offsite mitigation is proposed for the remaining 49% TP removal (2.9 lbs). This proposed via a cash-in-lieu payment of \$181,250 based on a rate of \$62,500 per**

Infiltration/Filtration Design Standards

NA Proposed stormwater management features meet or exceed NPDES General Construction Permit requirements are designed in conformance with the most recent edition of the State of Minnesota Stormwater Manual.

- None of the following conditions exist that prohibit infiltration of stormwater on the site
 - a. Areas where vehicle fueling and maintenance occur.
 - b. Areas where contaminants in soil or groundwater will be mobilized by infiltrating stormwater.
 - c. Areas where soil infiltration rates are field measured at more than 8.3 inches per hour unless amended to slow the infiltration rate below 8.3 inches per hour.
 - d. Areas with less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock.
 - e. Areas of Hydrologic Soil Group D (clay) soils
 - f. Areas within DSWMAs and ERAs unless infiltration is deemed appropriate based on Minnesota Stormwater Manual Guidance. **Site is in high vulnerability DWSMA and ERA**
 - g. Areas within 1,000 feet up gradient, or 100 feet down-gradient of active karst features unless allowed by a local unit of government with a current MS4 permit.
 - h. Areas that receive runoff from industrial facilities not authorized to infiltration stormwater under the NPDES stormwater permit for industrial activities.

NA Minimum setbacks from the Minnesota Department of Health for infiltration practices are met

Setback	Minimum Distance (ft.)
Property line	10
Building foundation*	10
Private well	35
Public water supply well	50
Septic system tank/leach field	35

*Minimum with slopes directed away from the building

NA Pretreatment devices(s) remove at least 50% of sediment loads. If downstream from a potential hot spot, a skimmer is in place to facilitate cleanup.

NA Water quality volume will be discharged through infiltration or filtration media in 48 hours or less.

NA For bioretention (biofiltration and bioinfiltration) volume control management facilities above ground with vegetation the period of inundation shall be calculated using the maximum water depth below the surface discharge elevation and the soil infiltration rate.

- NA For infiltration basin volume control management facilities the period of inundation shall be calculated using the maximum water depth below the surface discharge elevation and the soil infiltration rate.
- NA Appropriate soil borings have been conducted that meet the minimum standards.
- A minimum of one boring was conducted at the location of the infiltration facility for facilities up to 1,000 ft²; between 1,000 and 5,000 ft², two borings; between 5,000 and 10,000 ft², three borings; and greater than 10,000 ft², 4 borings plus an additional boring for every 2,500 ft² beyond 12,500 ft².
 - Soil borings extend a minimum of five feet below the bottom of the infiltration practice. If fractured bedrock is suspected, the soil boring goes to a depth of at least ten feet below the proposed bottom of the volume control facility.
 - A minimum of three feet of separation to the seasonal water table and/or bedrock.
 - Identify unified soil classification.
- NA The least permeable soils horizon identified in the soil boring dictated the infiltration rate.
- NA Additional flows are bypassed and are routed through stabilized discharge points.
- NA Filtration basin demonstrates a basin draw down between 24 hours and 48 hours.
- NA Filtration system Iron Enhanced Sand Filter is sized to bind soluble phosphorous removal for 30 year functional life of the system using the published value of 17lbs.phosphorous removal per 20 yards of 5% by weight iron filings to 95% sand.
- NA Identify as build survey and method to demonstrate infiltration or filtration basin is functioning.
- NA Construction plans provide adequate construction guidance to prevent clogging or compaction and demonstrate performance.
- Excavation within 2.0 feet of final grade for infiltration/filtration systems is prohibited until contributing drainage areas are constructed and fully stabilized.
 - Rigorous sediment and erosion controls planned to divert runoff away from the system.
 - Installation of volume control facilities must occur in dry soil conditions. Excavation, soil placement and rapid stabilization of perimeter slopes must be accomplished prior to the next precipitation event.
 - Excavation shall be performed by an excavator with a toothed bucket. Use excavator bucket to place materials. Construction equipment shall not be allowed into the basin.
 - Prior to the release of any remaining fee or security, the permit holder must provide documentation that constructed volume control facilities perform as designed.
- NA There is a way to visually verify the system is operating as designed.
- NA A minimum 8.0' maintenance access is provided to all stormwater facilities.

EROSION AND SEDIMENT CONTROL PERFORMANCE STANDARDS

- A Stormwater Pollution Prevention Plan (SWPPP) that meets the National Pollutant Discharge Elimination System (NPDES) requirements.

Narrative

- Identify the person knowledgeable and experienced who will oversee the implementation of the SWPPP; the installation, inspection, and maintenance of the BMPs.
- Identifies the person who will oversee the BMP inspection and maintenance.

- b. Identify the training requirements are satisfied.
- c. Inspections performed once every 7 days.
- d. Inspections performed within 24 hours of a rain event greater than 0.5 in/24 hours.
- e. Inspection and Maintenance records include:
 - i. Date and time of inspection.
 - ii. Name of person(s) conducting inspections.
 - iii. Finding of inspections, including the specific location where corrective actions are needed.
 - iv. Corrective actions taken (including dates, times, and party completing maintenance activities).
 - v. Date and amount of rainfall events greater than 0.5 in/24 hours.
 - vi. Rainfall amounts must be obtained by a properly maintained rain gauge installed onsite, or by a weather station that is within one mile or by a weather reporting system.
 - vii. Requirements to observe, describe, and photograph any discharge that may be occurring during the inspection.
 - viii. All discovered nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs within 24 hours after discovery, or as soon as field conditions allow.
- Describes procedures to amend the SWPPP and establish additional temporary ESC BMPs as necessary for site conditions.
- Describes the installation timing for all Erosion Sediment Control (ESC) Best Management Practices (BMPs).
- Describes final stabilization methods for all exposed areas.
- Methods used to minimize soil compaction and preserve topsoil must be described.
- NA Describes dewatering technique to prevent nuisance conditions, erosion, or inundation of wetlands.
- NA Identifies any specific chemicals and the chemical treatment systems that may be used for enhancing the sedimentation process on the site, and how compliance will be achieved with the permit requirements.
- Describes the following pollution prevention management measures:
 - a. Storage, handling, and disposal of construction products, materials, and wastes.
 - b. Fueling and maintenance of equipment or vehicles; spill prevention and response.
 - c. Vehicle and equipment washing.
 - d. No engine degreasing allowed on site.
 - e. Containment of Concrete and other washout waste.
 - f. Portable toilets are positioned so that they are secure.

Plan Sheets

- NA Temporary Sediment Basins required (10 acres draining to common location or 5 acres App. A) and design meets the following criteria:
 - a. Adequately sized – 2-year, 24-hour storm, minimum 1,800 feet/acre; or no calculative minimum 3,600ft³/acre.
 - b. Designed to prevent short circuiting.
 - c. Outlets designed to remove floating debris.
 - d. Outlets designed to allow complete drawdown.
 - e. Outlets designed to withdraw water from the surface
 - f. Outlets have energy dissipation.
 - g. Have a stabilized emergency spillway.

- h. Situated outside of surface waters and any natural buffers.
 - Locations and types of all temporary and permanent Erosion Control BMPs.
 - a. Exposed soils have erosion protection/cover initiated immediately and finished within 7 days. **Correct SWPPP stabilization timeframe for exposed soils and stockpiles from 14 days to 7 days (within one mile of and drains to St. Croix)**
 - b. Wetted perimeters of ditches stabilized within 200 feet of surface water within 24 hours.
 - c. Pipe outlets have energy dissipation within 24 hours of connecting.
 - Locations and types of all temporary and permanent Sediment Control BMPs.
 - a. Sediment control practices established on down gradient perimeters and upgradient of any buffer zones.
 - b. All inlets are protected.
 - c. Stockpiles have sediment control and placed in areas away from surface waters or natural buffers.
 - d. Construction site entrances minimize street tracking
 - e. Plans minimize soil compaction and, unless infeasible to preserve topsoil.
 - f. Fifty foot natural buffers preserved or (if not feasible) provide redundant sediment controls when a surface water is located within 50 feet of the project's earth disturbances and drains to the surface water.
 - Tabulated quantities of all erosion prevention and sediment control BMPs.
 - Stormwater flow directions and surface water divides for all pre- and post-construction drainage areas.
 - Locations of areas not to be disturbed (buffer zones).
 - Location of areas where construction will be phased to minimize duration of exposed soil areas.
- NA Blufflines are protected from construction activities in urban (40 foot buffer) areas and rural areas (100-foot buffer).

WETLAND PERFORMANCE STANDARDS

- NA Direct discharge of stormwater to wetlands and all other water bodies without water quality treatment is prohibited.
- NA Any potential changes to the hydrology of the wetland (i.e. changes to the outlet elevation or contributing drainage area) must be reviewed to evaluate the impact of both the existing and proposed wetland conditions and approved by the MSCWMO.
- NA Land-altering activities shall not increase the bounce in water level or duration of inundation from a 2.0-inch 24-hour storm for any downstream wetland beyond the limit specified in Table 7.2 for the individual wetland susceptibility class.

LAKE, STREAM AND WETLAND BUFFER PERFORMANCE STANDARDS

- NA A buffer zone of unmowed natural vegetation is maintained or created upslope of all water bodies (wetlands, streams, lakes).
- NA A 50 foot natural buffer or (if a buffer is infeasible) provide redundant sediment controls when a surface water is located within 50 feet of the project's earth disturbances and stormwater flows to the surface water.
- NA If adjacent to a Special or Impaired Water an undisturbed buffer zone of not less than 100 linear feet from the special water is maintained both during construction and as a permanent feature post construction.



Erosion & Sediment Control Compliance Summary & Corrective Action Notice

Inspector Name: Aaron DeRusha

Inspection Date: 10/08/2025

Project Name: Schultz

Project Address: 15110-15172 15th St N

Site is within one mile of and discharges to an impaired or special water?

Yes No

Inspection Type: Pre-construction Routine Rainfall Post-construction

Overall Site Grade:

<input type="checkbox"/> A	The site is in full compliance . All practices are in place and the site is well maintained.
<input type="checkbox"/> B	The site is in compliance , but normal maintenance activities are required.
<input checked="" type="checkbox"/> C	The site is not in compliance . Maintenance or supplemental practices are required.
<input type="checkbox"/> D	The site is not in compliance . Erosion and sediment control practices are in poor condition and controllable water resources or off-site impacts are likely.
<input type="checkbox"/> F	The site is in severe non-compliance . Controllable water quality or off-site impacts have occurred. Enforcement proceedings will be initiated unless immediate corrective actions are taken.

Corrective Action(s) Required:

1. Inactive stockpiles must be stabilized within 14 days if not actively utilized
2. Install perimeter controls at edge of disturbed soils

General Comments or Potential Areas of Future Concern:

Perimeter control i.e. silt fence must be installed per plan on all downgradient areas of the site. Perimeter controls must be installed around the septic and NE portions of the site. All stockpiles should be stabilized with temporary seeding, hydromulch, straw mulch, poly sheeting, or other methods if they will not be worked within 14 days.

Were any discharges observed during this inspection? No Yes

Erosion & Sediment Control Compliance Summary & Corrective Action Notice

Erosion & Sediment Control Compliance Summary & Corrective Action Notice

	Compliant	Non-compliant	Under Review	Not Inspected
Erosion Prevention Requirements:				
Soils are stabilized where no construction activity has occurred for 14 days (including stockpiles)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disturbance of steep slopes has been minimized or stabilization practices designed for steep slopes are used	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Ditches/swales are stabilized 200' back from point of discharge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pipe outlets have energy dissipation (within 24 hours of connection)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Construction phasing in accordance with the approved plan is being followed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Areas not to be disturbed are marked off (flags, signs, ect.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Sediment Control Requirements:				
Perimeter sediment controls are installed properly on all down gradient perimeters	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
Appropriate BMPs are installed protecting inlets, catch basins, and culvert inlets	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Erodible stockpiles have perimeter control in place	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Temporary sediment basin is built as shown on approved construction plans	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Soil compaction is minimized where applicable	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Maintenance and Inspection Requirements:				
Previously stabilized areas are maintaining ground cover	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Perimeter controls are maintained and functioning properly	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Inlet protection devices are maintained and adequately protecting inlets	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Temporary sediment basins are being maintained and properly functioning	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Vehicle tracking BMPs are in place at site exits and are maintained/functioning properly	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Tracked sediment is being removed within 24 hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Surface waters, ditches, conveyances, and discharge points have been inspected	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Other Requirements:				

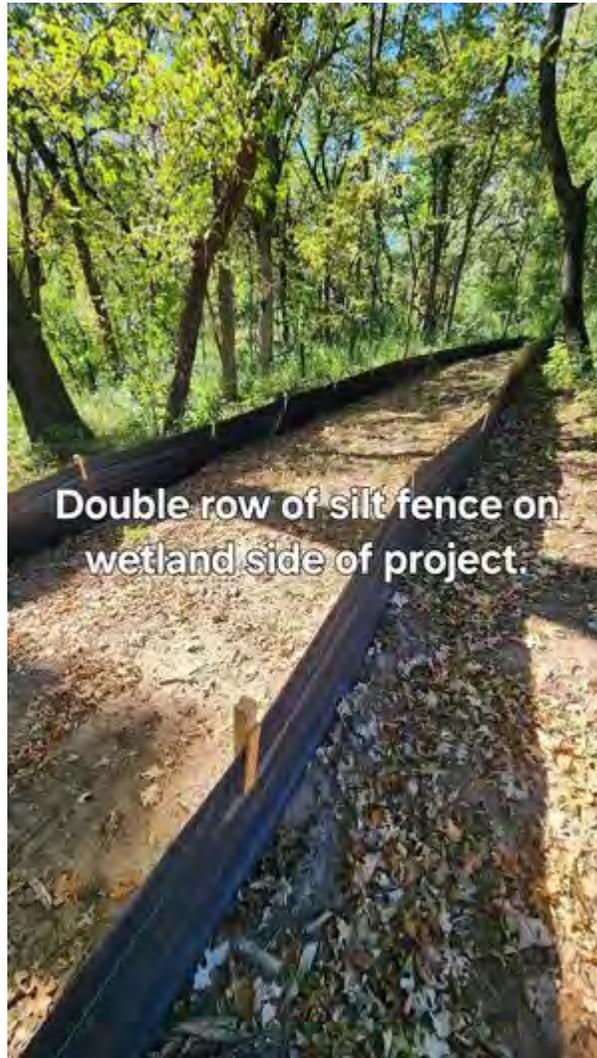
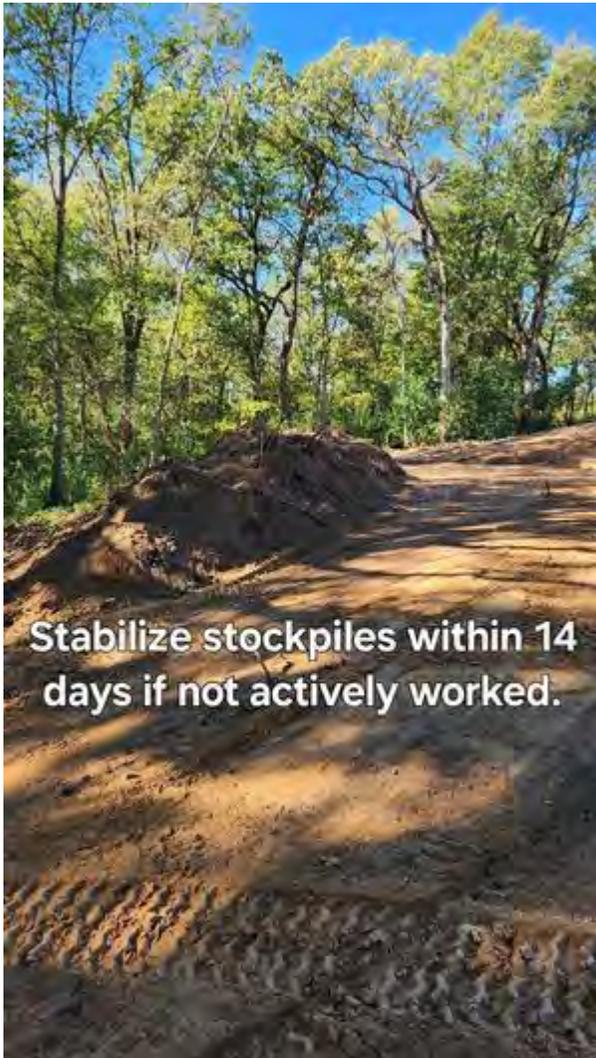
Erosion & Sediment Control Compliance Summary & Corrective Action Notice

Pollution prevention management measures for solid waste, hazardous materials, concrete and truck washing are in place	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
If dewatering is occurring, BMPs are being used to ensure clean water is leaving the site and discharge is not causing erosion	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
If being utilized, infiltration/filtration systems are marked and protected from compaction and sediment	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
If required buffers are preserved around all streams, rivers, lakes, and wetlands during construction	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
If required, buffer monumentation has been installed	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>

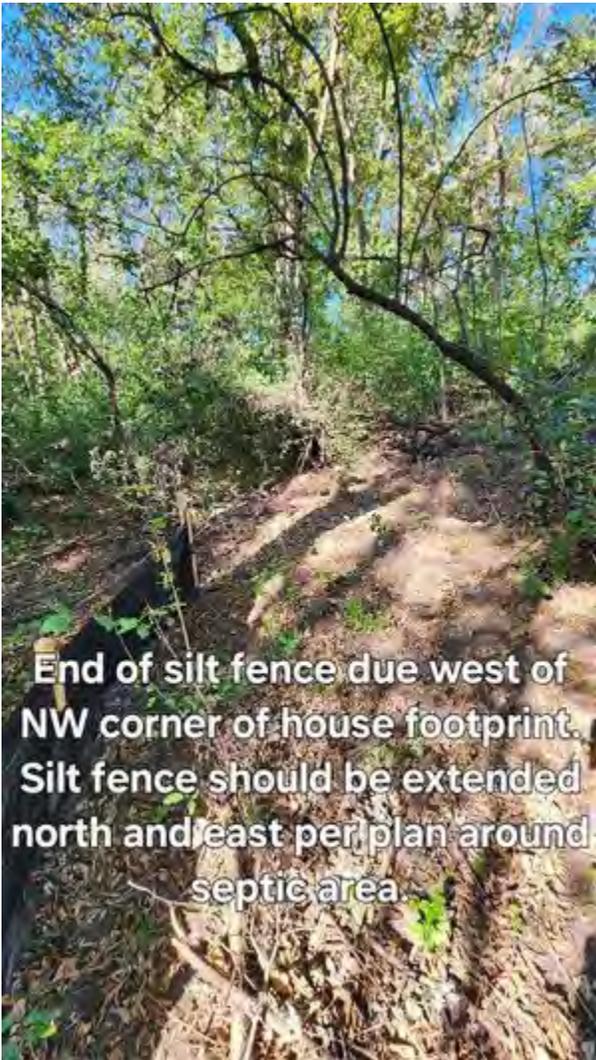
Erosion & Sediment Control Compliance Summary & Corrective Action Notice

Images of non-compliant items, concerns, or general conditions:

Erosion & Sediment Control Compliance Summary & Corrective Action Notice



Erosion & Sediment Control Compliance Summary & Corrective Action Notice



Erosion & Sediment Control Compliance Summary & Corrective Action Notice



Erosion & Sediment Control Compliance Summary & Corrective Action Notice



Erosion & Sediment Control Compliance Summary & Corrective Action Notice





Staff Report- October/November 2025

Administration

- Prepared December meeting materials
- Participated in Lower St. Croix Partnership meetings
- Watershed management plan coordination
- Permit review coordination with communities
- Presentation to MN Watersheds Conference

Project Reviews

- CSAH 5 – **ACTION**
- Central Automotive – **INFORM**

10-Year Management Plan Update

Description: The Board of Water and Soil Resources (BWSR) requires watersheds to have a management plan and MSCWMO's current management plan expires in 2025, as such a management plan update is underway. This plan will meet BWSR's various requirements and is on track to be completed by the end of 2025.

Activities This Month: Task 1 - stakeholder engagement portion of the plan is complete. Task – 2 Implementation, Prioritization, and Actions is complete. An inventory and assessment of existing BMPs and mapping of MSCWMO's features has been completed and the report is an appendix of the plan. A detailed inspection protocol has been developed. Updates to the cost share program and performance standards have been made and reviewed by the Board. Task 3 – Plan Composition is draft is complete and was sent out to review agencies on February 28, 2025. The 60-day Review Period has closed, 164 total comments were received. Two meetings have been held with BWSR to review of the agency comments. Proposed responses to plan comments have been developed and sent to review agencies. The August 14th Board Meeting served as the Public Hearing for these comment responses. The plan was sent out for the 90-day review on September 24, 2025. The plan will be presented to the Board of Water and Soil Resource's Central Region Committee at their meeting on December 8th.

Staff: Rebecca Oldenburg-Downing, WCD

Water Monitoring Program

Description: The MSCWMO water monitoring program includes the monitoring of flow at three sites. These sites have that equipment serves to collect data on the total volume of water flowing into Lily Lake at the Greeley Street Inlet, through Perro Creek at the Diversion Structure, as well as, the Perro Creek Diversion Structure Overflow. Water quality is also collected at the Greeley Street Inlet and the Perro Creek Diversion Structure on a monthly basis, as well as during storm events.

MSCWMO Member Communities

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St. Mary's Point • Stillwater • West Lakeland

Additionally, the MSCWMO monitors two lakes, Lily and McKusick for several parameters from April-October. Data is collected on both lakes on a biweekly basis and includes: water level, clarity, pH, temperature and dissolved oxygen profiles, an aesthetics and user profile, and field conditions. Additionally, water quality samples are collected from the surface of the lakes and analyzed for total phosphorus, total Kjeldahl nitrogen, and chlorophyll.

Activities This Month: Equipment has been removed from the Perro Diversion and Perro Diversion Overflow sites. Six base grab and seven storm samples were collected at Perro Creek Diversion Structure. Lake monitoring has finished for the season with fourteen samples collected on Lily and McKusick Lakes, respectively. Lake elevation gages readings were taken on Lily Lake, McKusick Lake, and Brick Pond. A volunteer collected elevations on Brick Pond. Gages have been removed for the season. Equipment cleaning, maintenance and testing has begun, as well as data analysis and reporting.

Staff: Rebecca Oldenburg-Downing, WCD

Erosion and Sediment Control Inspections

Description: The MSCWMO has contracted with the WCD to conduct erosion and sediment control inspections for construction projects that have been reviewed and recommended for permit approval by partner communities. The WCD also maintains an ArcGIS Online based database for project plan review tracking, erosion control inspection, and BMP implementation and maintenance activities.

Activities This Month: One inspection was conducted at the 151XX 15th St N- Schultz project in West Lakeland Township. The site was found to be non-compliant with missing perimeter controls shown on the plan set on the northwest and north sides of the project where runoff would drain away from the property.

Staff: Aaron DeRusha, WCD

BMP Maintenance

Description: The MSCWMO has a maintenance obligation for its Capital Improvement Projects and projects funded by Clean Water Fund grants. The MSCWMO partners with the Washington Conservation District to fulfill this maintenance requirement.

Activities this month: Vegetative maintenance and inlet clean out at Lily Lake basin, and Stillwater Country Club. Owens and Quixote inlets.

Staff: Cameron Blake, WCD

Small Scale Habitat & Water Quality Enhancement Projects

Description: In 2024 the WCD received Conservation Corps crew time on behalf of the WMO under FY24 Clean Water Funding to continue small-scale habitat and water quality enhancement projects in throughout the District. Identified projects included a vegetative buffer enhancement along Perro Creek in Bayport, support for a 215-foot buffer expansion between Riviera Avenue S and the St. Croix River in Lake St. Croix Beach under the WCD FY23 Habitat

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Enhancement Landscape Program (HELP) Grant, and continued support for private shoreline enhancement.

Activities This Month: No activities this month.

Staff: Brett Stolpestad, WCD

Meetings:

- BWSR Sub-committee coordination – October 13th
- LSC MIDS Coordination – October 21st
- LSC Steering Team – October 22nd
- Meeting with Commissioner Cox – October 27th
- Bluffland Workshop planning – October 28th
- Washington County Budget Workshop – November 4th
- Bluffland Workshop – November 18th
- BWSR Committee Presentation – December 8th

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St. Mary's Point • Stillwater • West Lakeland