

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, September 10, 2026

6:00PM

1. Call to Order – 6:00PM
 - a. Approval of Agenda
2. Approval of Minutes
 - a. Draft minutes – August 13, 2026 **pg. 1-6**
3. Treasurer's Report
 - a. Report of savings account, assets for September 10, 2026
 - b. Approve payment of bills for September 10, 2026
4. Public Comment (< 5 minute per person)
5. Old Business
 - a. 2025 Audit and Future Audit Policy **pg. 7-9**
6. New Business
 - a. 2026 Second Half Contribution Reminders
7. Grant and Cost Share Applications
 - a. LSC Grant Award Acceptance **pg. 10-21**
 - b. Evolich Stewardship Grant Request **pg.22**
8. Plan Reviews/Submittals
 - a. Plan Review and Submittal Summary **pg. 23**
 - i. Lumberjack Landing Improvements – **ACTION pg. 24-31**
 - i. Shoddy Mill Renovation – **INFORM**
9. Erosion and Sediment Control Inspection Reports **pg.32-42**
10. Staff Report **pg. 43-44**
11. 1W1P Updates
12. Other
13. Adjourn

Middle St. Croix Watershed Management Organization Member Communities

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

Draft Minutes, Pending Board Approval

Regular Meeting of the Middle St. Croix Watershed Management Organization
Washington Conservation District, 455 Hayward Ave N
Thursday, August 13th, 2026
6:00PM

Present: Brian Zeller, Lakeland Shores; Tom McCarthy, Lake St. Croix Beach; Dave Millard, Lakeland; Avis Peters, Baytown; Orin Kipp, Bayport; Carly Johnson, Oak Park Heights; Rachel Dana, West Lakeland; Administrator Matt Oldenburg-Downing; Amanda Herbrand, WCD; Aaron DeRusha, WCD

Audience: Tom Grahek (remote), Maddie Humphrey (remote)

Call to Order

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

Approval of Agenda

Manager Johnson motioned to approve the agenda. Manager Kipp seconded the motion. The motion carried with all in favor.

Approval of Minutes

Manager McCarthy motioned to approve the draft June 11th, 2026 board meeting minutes, Manager Millard seconded the motion. The motion carried with all in favor.

Treasurer's Report

Manager Johnson presented the treasurer's report. The remaining checking account balance at the end of July was \$256,611.90. First Bank CD's were valued at \$228,736.60. The ending value on the RBC savings account from July was \$103,065.80. Manager McCarthy motioned to approve the report of the savings account and assets for August 13th, 2026. Manager Millard seconded the motion. The motion carried with all in favor.

Bills to approve this month are two bills to the Washington Conservation District for admin and tech services for \$7,932.75, and one bill to Town Law Center for \$931.00. The total for August bills is \$8,863.75. Manager Zeller motioned to approve payment of bills for June totaling \$8,863.75. Manager McCarthy seconded the motion. The motion carried with all in favor.

Public Comment

None

Old Business

2027 Draft Budget

Administrator Oldenburg-Downing suggested tabling the item and returning to it after 6a. 2025 Audit and Future Audit Policy. Item was tabled.

Impervious Surface Analysis

This item was tabled the previous meeting. Aaron DeRusha from the Washington Conservation District presented to the board and provided more details about the Impervious Surface Analysis.

Manager Johnson motioned to approve the scope of service as described in the attached memo for an amount not-to-exceed \$1,720.00. Manager Kipp seconded the motion. The motion carried with all in favor.

New Business

2025 Audit and Future Audit Policy

On December 23rd of 2025, the WMO administrator received guidance from Peterson Company Ltd. that unless the annual revenue of the WMO exceeds \$1,000,000 an audit would not be required. The Board discussed this and directed the following actions:

1. Declined conducting a voluntary 2025 Audit
2. Requested guidance from our legal counsel on developing a future audit policy

The Board reviewed the guidance from our legal to perform an audit once every 5 years, and adopted a policy stating the WMO would perform an audit once every three years.

Administrator Oldenburg-Downing received correspondence from Peterson Company indicating that an alleged statute change would mean that an annual audit would need to be completed. If this was the case, an extension would need to be filed to complete at 2025 audit. Administrator Oldenburg-Downing re-engaged with legal counsel as this would conflict with the adopted audit policy. Administrator Oldenburg-Downing is seeking board direction for how to proceed.

Manager Zeller suggested sharing MSCWMO legal counsel's opinion with BWSR and seeking guidance from BWSR staff. Manager Johnson agreed and recommended a subcommittee be made to work with Administrator Oldenburg-Downing in-between regular board meetings as needed.

Manager McCarthy motioned to have Administrator Oldenburg-Downing send a letter to BWSR staff sharing MSCWMO legal counsel's advice regarding the audit, and authorize a subcommittee consisting of Managers Zeller and Johnson to work with Administrator Oldenburg-Downing regarding any further decisions that need to be made in-between regular board meetings. Manager Peters seconded the motion. The motion carried with all in favor.

2027 Draft Budget (Revisited)

At the previous meeting the board approved a 2027 draft budget showing \$500.00 for 2027 audit, this line was budgeted to allow the administrator to perform internal audit activities as needed. Due to the confusion regarding the audit requirements, Administrator Oldenburg-Downing has altered the draft budget to show \$6,000.00 for the 2027 audit in the event that it is determined to be required.

Manager Johnson suggested changing the 2027 legal fees – general to \$2,500.00 in the budget and return the audit to \$500.00.

Manager Zeller motioned to approve the changes to the legal fees and audit lines and adopt the 2027 budget. Manager Johnson seconded the motion. The motion carried with all in favor.

3M PFAS Grant Award Notice

Administrator Oldenburg-Downing notifies the board that he has received a pre-award notification for the 3M PFAS Grant. This is an information item.

Grant and Cost Share Applications

Goepferd Stewardship Grant Request

Bayport resident Camden Goepferd is applying for a 2026 MSCWMO Stewardship to convert approximately 1,000 square feet of turf to native perennial vegetation at 190 6th St S. Stewardship Grant funds will be used to reimburse for the cost of native seed and plant material. Total project estimate is \$1,500.00, cost share requested is \$500.00.

Manager McCarthy motioned to approve encumbrance of \$500.00 cost share for the Goepferd Stewardship Grant project at 190 6th St S, Bayport, MN 55003. Manager Millard seconded the motion. The motion carried with all in favor.

Rapacz Stewardship Grant Request

Stillwater resident Allen Rapacz is applying for a 2026 MSCWMO Stewardship to stabilize 90 linear feet of shoreline on Lake McKusick at 1624 McKusick Ln using bioengineering techniques. Stewardship Grant funds will be used to reimburse for the cost of biodegradable erosion prevention materials (coir log), native seed, and native plants. Total project estimate is \$1,519.10, cost share requested is \$500.00.

Manager McCarthy motioned to approve encumbrance of \$500.00 cost share for the Rapacz Stewardship Grant project at 1624 McKusick Ln, Stillwater, MN 55082. Manager Kipp seconded the motion. The motion carried with all in favor.

Ballweg Stewardship Grant Reimbursement

On May 14th, 2026 the MSCWMO board approved cost-share encumbrance of up to \$500 from the MSCWMO Stewardship Grant program for the installation of a 350 sf raingarden at the Ballweg residence, 16620 Upper 12th St S, Lake St Croix Beach, MN 55043. The landowner completed installation of the raingarden in July with a total project cost of \$1,899.43 (\$1,029.52 in materials). The practice is expected to reduce phosphorus loading to Lake St. Croix by approximately 0.125 lbs and TSS by approximately 22.6 lbs annually. The landowner is requesting reimbursement in the amount of \$500.00 for native plant material purchases.

Manager Zeller motioned to approve reimbursement of \$500.00 cost share for the installation of the Ballweg Stewardship Grant Project at 16620 Upper 12th St S, Lake St Croix Beach, MN 55043. Manager Millard seconded the motion. The motion carried with all in favor.

Stichter Stewardship Grant Reimbursement

On May 14th, 2026 the MSCWMO board approved cost-share encumbrance of up to \$500 from the MSCWMO Stewardship Grant program for the installation a native demonstration garden under the West Lakeland Town Hall sign on the corner of 10th St N and Stagecoach Trl N.

Project manager Kelly Stichter and volunteers completed installation of the garden in July of 2026 with a total project cost of \$483.26. The landowner requests reimbursement in the amount of \$483.26 for eligible material purchases.

Manager McCarthy motioned to approve reimbursement of \$483.26 cost share for the installation of the West Lakeland Town Hall native demonstration garden at 959 Paris Ave Circle N, West Lakeland, MN 55082. Manager Peters seconded the motion. The motion carried with all in favor.

LSC Grant Application Authorization

WMO staff are requesting authorization to apply for up to \$13,500 in funding through the Lower St. Croix Partnership (LSCP) to allocate toward the Lower St. Croix Valley Fire Department Retrofit project at 1560 St Croix Trail S, Lake St. Croix Beach, MN 55043. The project will include installation of three bioinfiltration basins and up to 7,500 square feet of turf conversion to collect and treat runoff from roof, parking and sidewalk areas at the Lower St. Croix Valley Fire Department, reducing total phosphorus (TP) loading to Lake St. Croix by approximately 1.04 lbs/yr and TSS export by 177.6 lbs/yr.

On May 14th, 2026 the MSCWMO Board approved cost-share encumbrance of up to \$2,500 from the Water Quality Improvement Grant program for the proposed project. LSCP funds will be used to reimburse the fire department for remaining construction costs, including materials and payments to contractors. The total estimated cost of the project is \$16,084.

Manager Zeller motioned to authorize Administrator Oldenburg-Downing to apply for Lower St. Croix Partnership funding up to \$13,500.00.

Plan Reviews/Submittals

175 Lakeland Shores Rd – ACTION

Initial submittal materials on March 29th, 2026 for an in ground swimming pool at 175 Lakeland Shores Rd in Lakeland Shores. Upon initial review, multiple recent unpermitted improvements and vegetative cutting were found to be in violation of MSCWMO standards and City of Lakeland Shores ordinances. The landowner has provided plans to bring the site into conformance with bluffline setbacks and has developed a restoration plan for re-vegetation of the bluff to obtain an after-the-fact City permits. The stormwater management plan proposes infiltration swales around the pool deck to provide treatment for the new impervious surface. MSCWMO staff recommends board approval.

Manager Zeller motioned to approve the project. Manager McCarthy seconded the motion. The motion carried with all in favor.

Reserve at Bayhaven – ACTION

Submittal items were received on May 7th, 2026 for the Reserve at Bayhaven 70-unit apartment complex at 1205 Baytown Lane in Bayport. The proposed project qualifies for full review under the MSCWMO 2025 Watershed Management Plan (WMP) since it involves more than 6,000 square feet of new impervious. Stormwater management is provided by the regional best

management practices constructed as part of the Bayhaven Development project. MSCWMO staff recommends board approval with three (3) conditions:

1. All roof drains shall be routed to the west as routed in the approved development plan. Any inconsistencies between the proposed drainage and the approved development plan will require an updated submittal of the H&H model to demonstrate adequate stormwater management capacity.
2. Maintained turf notes shall be modified from 6" of topsoil to a minimum of 8".
3. A chloride management plan shall be provided.

Manager McCarthy motioned to approve the project with the three conditions. Manager Zeller seconded the motion. The motion carried with all in favor.

501 Lakeside Dr – INFORM

A submittal application was received on July 20th, 2026 for the a shoreline riprap project at 501 Lakeside Drive S in Bayport. Necessary review materials did not accompany the application and additional materials were requested from the applicant.

Northern Natural Gas – ACTION

Submittal materials were received on July 21st, 2026 for the Northern Natural Gas project at 5250 Novak Ave N in Baytown Township. The proposed project qualifies for full review under the MSCWMO 2025 Watershed Management Plan (WMP) since it involves more than 10,000 square feet of land disturbance. Permanent stormwater treatment is not applicable to the project since it does not involve new/reconstructed impervious surface. MSCWMO staff recommends board approval.

Manager Zeller motioned to approve the project. Manager Johnson seconded the motion. The motion carried with all in favor.

Andersen Corp – ACTION

Submittal items were received on July 22nd, 2026 for the Andersen Corporation Bayport Facility Stormwater Improvements project at 100 4th Ave N. The proposed project qualifies for full review under the MSCWMO 2025 Watershed Management Plan ((WMP) with more than 500 square feet of new/reconstructed impervious in the Lower St. Croix Riverway. The proposed project fully meets MSCWMO volume retention for linear projects through the reduction of impervious surfaces. MSCWMO staff recommends board approval with seven (7) conditions:

1. The erosion control notes must included 24 hour time frames for stabilizing pipe outlets and exposed soils (including stockpiles) within 200 feet of the water's edge.
2. The erosion control notes must refer to MNDNR guidelines for decontaminating flotation silt curtains to mitigate transport of aquatic invasive species.
3. The sediment control estimated quantities shall include a quantity for inlet protection to be utilized for catch basins down gradient of disturbed areas and stockpiles.
4. The erosion control notes shall include the required timeframe for providing/replacing any damaged, non-functional or missing ESC practices found during inspections by the end of the next business day.
5. The erosion control notes shall include requirements to report spills and discharged materials to the state duty officer as required by state law.

6. The site plan notes for impervious removal areas must have a minimum of 8” of placed topsoil, not 6”.
7. A post-construction chloride management plan for chloride use on the site shall be provided.

Manager Zeller motioned to approve the project with the seven conditions. Manager McCarthy seconded the motion. The motion carried with all in favor.

Erosion and Sediment Control Inspection Reports

Administrator Oldenburg-Downing presented the erosion and sediment control reports. One report shows a grade of “D”, meaning the site was not in compliance. The other reports show grades of “A” or “B”.

Staff Report

Water monitoring and maintenance activities continue as normal.

1W1P Updates

None

Other

Administrator Oldenburg-Downing presented a WCD memo to the group showing that Manager McCarthy has been nominated for the MASWCD/MPCA Community Conservationist Award. This award honors an individual, business, company, municipality, or organization for their concern, cooperation, and/or implementation of conservation practices in a community environment. Manager McCarthy was nominated due to his work implementing projects in Lake St. Croix Beach such as the South Beach Shoreline Restoration, Riviera Treatment Train, Prairie Restoration at Veteran’s Memorial, and many others, as well as his tireless promotion of WCD and MSCWMO cost share programs.

Adjourn

Manager Zeller motioned to adjourn the meeting, Manager McCarthy seconded the motion. The motion carried with all in favor. The meeting adjourned at 7:18PM.

July 29, 2026

Kathy Docter
Director, Government Information Division
Office of the State Auditor
525 Park Street, Suite 500
Saint Paul, MN 55103

Dear Ms. Docter;

A number of Watershed Management Organizations (WMOs) have recently informed staff at the Board of Water and Soil Resources (BWSR) that the Office of State Auditor (OSA) has notified them that annual audits are now required from the WMOs regardless of budget threshold requirements that had previously been applied to them. The WMOs state that the requirement is based on a new interpretation regarding the interplay between BWSR's governing laws and their reference to Minn. Stat. §6.756, which sets forth certain auditing requirements and thresholds.

Given the questions and concerns raised by the WMOs, as well as the potential significant implications for them, it is appropriate to review how BWSR's audit requirements were created and how they have been applied by both BWSR and OSA since BWSR last updated the applicable rule in 2015.

The authorizing statute for the applicable rule is Minn Stat. §103B.231, subd. 14, which states:

Annual report. The Board of Water and Soil Resources shall adopt rules establishing:

- (1) requirements for annual watershed management organization financial reports to the board, including a report on administrative, project, and other expenditures;
- (2) standards for annual financial audits by certified public accountants, procedures for the board to follow before ordering state financial and performance audits as determined by the board, and procedures for charging the costs of financial and performance audits to the watershed management organization; and
- (3) requirements for the content of annual activity reports to the board, which must include the number and type of permits issued, complaints received, plan and ordinance violations, projects constructed, new officers installed, variances granted, status of local unit adoption and enforcement of model ordinance requirements, and financial conditions of the watershed management organization.

BWSR promulgated rules under this authority in 1992, and in 2015, BWSR amended Minnesota Rules, Chapter 8410. As part of the rule amendment process, BWSR received feedback regarding concerns that it was not cost-effective for small-budget WMOs with limited funds to have annual audits. As a result, Minn. R. 8410.0150, subp. 1.A. was amended to specifically reference Minn. Stat. §6.756:

Subpart 1. Requirement for annual activity and audit reports.

A. An organization shall annually:

- (1) within 120 days of the end of the calendar year submit to the board an activity report for the previous calendar year; and
- (2) within 180 days of the end of the organization's fiscal year, submit to the board and the state auditor's office an audit report for the preceding fiscal year if the organization has expended or accrued funds during this time, ***except as provided in Minnesota Statutes, section 6.756***. When a county or city audit report contains the financial statements for an organization, the organization must submit to the board excerpts from the audit report concerning the organization within 30 days of completion of the audit report. The audit report must be prepared by a certified public accountant or the state auditor in the format required by the Government Accounting Standards Board.

(emphasis added).

This reference was added to the rule to put the rule in sync with the thresholds established through §6.756.¹ Since 2015, BWSR has interpreted this cross-reference to mean that audits of qualifying low-budget organizations are required only once every five years. This is evidenced by the language in a document prepared by BWSR entitled, *Highlights of Changes to Minnesota Rules, Chapter 8410, Metropolitan Local Water Management (July 13, 2015)*. That document contained the following section:

Annual Reporting and Evaluation Requirements

***** 8410.0150, subp. 1. Requirement for annual activity and audit reports.**

- The annual report due date is aligned with the end of the calendar year instead of the fiscal year.
- Annual reports are due April 30th each year. The change affects two organizations with fiscal years ending January 31.
- The annual audit due date is extended to 180 days after the end of the fiscal year.
- Audits of qualifying low budget organizations are now required only once every five years instead of every year. See Minn. Stat. §§ 6.756 and 412.591, subd. 3 for threshold total annual revenue amounts. For 2014 the threshold amount is \$166,213.50.

¹ Of note, the language in §6.756 was the same in 2015 as it is today and has not been amended since it became law after the 2008 Legislative Session.

Since 2015, BWSR has continuously interpreted this rule as applying the thresholds created by Minn. Stat. §§ 6.756 and 412.591, subd. 3 to WMOs. And, since then, OSA has accepted this interpretation every year until present.² BWSR was unaware of any change in OSA interpretation until the WMOs brought this matter forward to our attention.

If this new interpretation is implemented, this threshold change will have a sudden and significant impact on several WMOs as a full audit could cost approximately 10% of their entire budget. Moreover, budgeting for next year is underway, and the question of whether to include a full, annual audit would lead to great uncertainty in the budgeting process.

Given this recent change and the significant hardship that a new requirement for annual auditing would cause these WMOs, BWSR suggests that for this year, OSA apply the same standards and thresholds to the WMOs that it has since BWSR amended its rules in 2015. If OSA believes that statutes or rules may need to be changed to more clearly reflect the intent of the 2015 BWSR rules amendments, BWSR is willing to engage in meaningful discussions regarding the rule and statutory language and work with OSA in the coming months to develop revised language, should it be necessary.

It is important that the WMOs receive direction on this matter in a timely manner as their budgeting decisions will be significantly affected by any change to their auditing requirements. Please feel free to reply directly to me regarding this matter and you may also contact BWSR's General Counsel, Craig Engwall, (craig.engwall@state.mn.us) should you have any questions.

We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "John Jaschke", followed by a long horizontal line.

John Jaschke
Executive Director

CC: Justin Hanson, BWSR Asst. Director for Regional Operations
Marcey Westrick, BWSR Central Region Manager
Andrea Fish, BWSR Asst. Director for Strategy and Operations

² Included in the correspondence from the WMOs to BWSR is a copy of a June 27, 2025, email from OSA to a WMO acknowledging receipt of the 2024 AUP reports and stating that the "next AUP reports will be due for the 2029 year (submitted in 2030) if total revenues are equal to or less than the annual audit threshold."

**MASTER GRANT SUB-RECIPIENT AGREEMENT
BETWEEN
CHISAGO SOIL AND WATER CONSERVATION DISTRICT,
GRANT ADMINISTRATOR
AND
MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION,
SUB-RECIPIENT**

This Agreement is between the Chisago Soil and Water District (Chisago SWCD), a regional governmental body established under Minnesota Statutes chapter 103C with offices at 38500 Tanger Dr. Suite 206, North Branch, MN 55056, and Middle St. Croix Watershed Management Organization (Hereafter “Sub-Recipient”), a special-purposes governmental body under Minnesota Statutes chapters 103B and 103D with offices at 455 Hayward Ave, Oakdale, MN 55128, together referred to herein as “Parties.”

WHEREAS, the Parties to this Agreement are parties to the Joint Powers Agreement for the Implementation of the Lower St. Croix Comprehensive Watershed Management Plan; and the parties that have entered into the joint powers agreement are known as the Lower St. Croix Watershed Partners; and

WHEREAS, Chisago SWCD has been awarded grants to fund initiative and projects for the implementation of the Lower St. Croix Comprehensive Watershed Management Plan and Chisago SWCD has entered into grant agreements which incorporate grant workplans that detail grant activities and provide for the allocation of funds awarded under such grant; and

WHEREAS, pursuant to the Joint Powers Agreement for the Implementation of the Lower St. Croix Comprehensive Watershed Management Plan, Chisago SWCD is designated as the Administrative Coordinator and fiscal agent with the authority and responsibility to enter into grant agreements and service agreements with parties of the Lower St. Croix Watershed Partners and professional service providers to carry out grant activities identified in the grant work plans; and

WHEREAS, Sub-Recipient is qualified and willing to carry-out and implement the grant activities identified in the grant workplans that are incorporated in the grant agreements that Chisago SWCD has entered into for the implementation of the Lower St. Croix Comprehensive Watershed Management Plan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

I. PURPOSE

The purpose of this Agreement is to clarify roles and responsibilities of the Parties in delivering certain activities that are specified in approved grant workplans for the implementation of the Lower St. Croix Comprehensive Watershed Management Plan.

II. TERM

- A. This Agreement shall be effective on September 8, 2026, or upon the date of the last required signature, whichever is later.
- B. This Agreement shall terminate on December 31, 2028.
- C. This Agreement may be renewed upon the written agreement in the form of an Amendment signed by the necessary parties for up to one additional term not to exceed 3 years and terminating no later than December 31, 2031.

III. SERVICES

- A. Chisago SWCD shall perform the duties and responsibilities required of Chisago SWCD as set forth in this Agreement.
- B. Sub-Recipient shall deliver and carry-out those activities set forth in the various Statements of Work that are signed by respective authorized person of the Chisago SWCD and Sub-Recipient.

IV. COMPENSATION

- A. For services satisfactorily completed, the Chisago SWCD shall pay the Sub-Recipient an amount not to exceed the amount provided in each respective Statement of Work.
- B. Sub-Recipient will submit invoices for seeking reimbursements of its costs incurred in delivering and carrying out those activities set forth in the various Statements of Work. Sub-Recipient may submit invoices no less than quarterly and no more frequently than monthly. The invoices must be itemized at the rates consistent with the relevant Statement of Work, or as otherwise agreed to by Chisago SWCD and Sub-Recipient in the respective Statement of Work.
- C. No payment or reimbursement will be made for work completed outside the dates of the funding source grant agreement.
- D. Chisago SWCD shall not be liable to Sub-Recipient for costs incurred that are not paid by the funding source identified in the respective Statement of Work. Sub-Recipient shall repay any moneys received as a partial payment for any project that Sub-Recipient has not completed. Additionally, Sub-Recipient shall repay to Chisago SWCD any moneys received for costs that the Chisago SWCD or grant funding entity determines as disallowed or not expended during the term of this Agreement.
- E. All payments will be reimbursements of costs incurred unless otherwise approved by the Chisago SWCD Board and specified on the Statement of Work.
- F. There may be delays in payment from waiting for the Chisago SWCD approval or if reimbursement requests overlap distribution of funding source dollars.

V. SERVICES NOT PROVIDED FOR

No claim for services furnished by Sub-Recipient not specifically provided for herein shall be honored by the Chisago SWCD.

VI. INDEPENDENT CONTRACTOR

It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the Sub-Recipient to the Chisago SWCD is that of an independent contractor and not an employee or agent of the Chisago SWCD.

VII. COMPLIANCE WITH LAWS AND GRANT POLICY

Sub-Recipient and Chisago SWCD shall comply with all applicable federal and state statutes and regulations, local ordinances, the funding source policies, policies adopted the Lower St. Croix Watershed Partners and updated from time to time; and grant administration requirements of federal, state or other entity that awards grants for the Implementation of the Lower St. Croix Comprehensive Watershed Management Plan. Any violation of the same shall constitute a material breach of this Agreement and shall entitle Chisago SWCD to terminate this Agreement immediately upon delivery of written notice of termination to the Sub-Recipient.

VIII. PUBLICITY AND ENDORSEMENT

Any publicity regarding activities completed under this agreement must identify the funding source, as required by the funding source policy. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sub-Recipient individually or jointly with others.

IX. PROJECT ASSURANCES

- A. The Sub-Recipient shall be responsible to ensure any constructed projects are designed and overseen by persons with credentials and using specifications as specified in funding source policy, grant agreement and grant administration manual, as appropriate.
- B. The Sub-Recipient is responsible to provide for project operations and maintenance for any constructed project for the project lifespan described in the Statement of Work.

X. INDEPENDENT RELATIONSHIP; LIABILITY

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

require a demonstration that other remedies are inadequate. Remedies are non-exclusive.

- B. Chisago SWCD and BCWD enter this agreement solely to facilitate implementation and maintenance of the work that is the subject of each respective Statement of Work and to achieve and sustain its purposes. Nothing herein will be construed to constitute approval of any permit or other regulatory approval required by any party, nor does this agreement in any way modify or delegate any party's regulatory authority.
- C. Each party will defend, indemnify and hold harmless the other party and their respective boards, commissions, officers, employees and agents from and against all claims of third parties and all associated losses, to the extent arising out of a party's negligence or willful misconduct in performing any of its obligations under this agreement, or (b) a material breach by a party of any of its representations, warranties, covenants or agreements under this agreement.

XI. INSURANCE

Insurance coverage requirements are provided in Exhibit A.

XII. SUBCONTRACTING AND ASSIGNMENTS

Sub-Recipient shall be responsible for the performance of any contractor or subcontractor for completion of the Project. Any subcontractor working with Sub-Recipient shall be bound by all terms and conditions of this agreement and the applicable Statement of Work. Sub-Recipient may not assign any interest in the agreement without the prior written approval of the Chisago SWCD and subject to such conditions and provisions as the Chisago SWCD may deem necessary.

XIII. PAYMENT TO SUBCONTRACTORS

The Sub-Recipient will ensure the contract for construction of the Project requires compliance with the provisions of Minn. Stat. § 471.425, subd. 4a, relating to prompt payment to subcontractors. Sub-Recipient shall indemnify and hold Chisago SWCD harmless with regard to all claims asserted by subcontractors against Chisago SWCD for payment of services performed and materials provided by subcontractor.

- XIV. WORKER HEALTH, SAFETY, AND TRAINING.** Sub-Recipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this agreement. Sub-Recipient will require the contractor to ensure the health and safety of all subcontractors and other persons who may perform work in connection with each respective Statement of Work . Sub-Recipient shall ensure all personnel of Sub-Recipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Sub-Recipient shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Sub-Recipient.

XV. AFFIRMATIVE ACTION

No person shall be excluded from employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

XVI. NON-DISCRIMINATION

The Sub-Recipient agrees to abide by all provisions of Minn. Stat. § 181.59, as amended, entitled “Discrimination on Account of Race, Creed, or Color Prohibited in Contract,” set forth as follows:

MINN. STAT. § 181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT.

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Sub-Recipient agrees:

- (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Sub-Recipient staff, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) That no Sub-Recipient staff, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (3) That a violation of this section is a misdemeanor; and

XVII. FORCE MAJEURE

Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities or delays or defaults caused by public carriers which was beyond a party’s reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

XVIII. DATA PRIVACY DATA MANAGEMENT AND RECORD RETENTION

- A. In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, the Sub-Recipient agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.
- B. All data created, collected, received, stored, used, maintained, or disseminated by the Sub-Recipient in performing this Agreement is also subject to the provisions of the

Minnesota Government Data Practices Act) and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the applicable federal laws on data privacy and, pursuant to that statute, the Sub-Recipient must comply with the requirements of that statute as if it were a government entity. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the Sub-Recipient.

- C. Notwithstanding Minn. Stat. 13.82, subd. 24 or any other provision of law the parties agree that for purposes of the Minnesota Government Data Practices Act and all other statutes and provision of law related to data practices, data management and records retention, each party shall remain the exclusive responsible authority, as defined in Minn. Stat. 13.02, subd. 16, for its own data management, for responses to data requests and for all aspects of records retention for any and all data in any form that is collected, created, received, maintained or disseminated by the party agency. This section includes but is not limited to all data regardless of its classification as the term government data is defined in Min. Stat. 13.02, subd. 7.
- D. Sub-Recipient agrees that is bonds, records, documents, accounting procedures and practices, and other papers relevant to this Agreement are subject to examination, duplication, transcription and audit by Chisago SWCD, the Legislative or State Auditor under Minn. Stat. § 16C.05, and any other funding authority. Sub-Recipient will maintain these documents for six years from the date of the contract termination.

XIX. EARLY TERMINATION

- A. This agreement may be terminated by either party at any time, with or without cause, upon fourteen (14) days written notice delivered by mail or in person. Notice shall be delivered at the address first written above.
- B. Upon early termination by the Chisago SWCD, the Sub-Recipient shall only be entitled to payment for services satisfactorily performed through the date of termination and shall not be entitled to any other payment and/or damages.
- C. This agreement may be terminated effective immediately upon written notice to Sub-Recipient if funding at an aggregate level sufficient to fund this agreement becomes unavailable.

XX. DEFAULT AND REMEDY

Failure of the Sub-Recipient including the failure of any employee or agent of the Sub-Recipient to abide by any of the terms, conditions, or requirements expressed in this agreement shall constitute a default if not properly corrected by the Sub-Recipient upon receipt of a notice of deficiency and a request for compliance from the Chisago SWCD. In the event of a default by the Sub-Recipient, Chisago SWCD may cancel this agreement by sending a written notice of cancellation to the Sub-Recipient at the address stated above and may recover from the Sub-Recipient any damages sustained by Chisago SWCD which may directly or consequently arise out of the breach of this Agreement by the Sub-Recipient.

XXI. INTERPRETATION, JURISDICTION AND VENUE

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. Actions brought in the state court shall be venued in Chisago County and actions brought in federal court shall be venued in the State of Minnesota.

XXII. SEVERABILITY

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXIII. CONFLICT OF TERMS AND CONDITIONS

If there is a conflict in the terms and conditions contained in this agreement and the Chisago policies as adopted by the Lower St. Croix Watershed Partners, the terms and conditions contained in this agreement shall take precedence.

XXIV. WAIVER

The failure of Chisago SWCD or Sub-Recipient to enforce one or more of the terms or conditions of the agreement or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

XXV. MODIFICATIONS

Any material alterations, modifications or variations of the terms of this agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

XXVI. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and the Statements of Work executed by the parties and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Chisago SWCD and Sub-Recipient relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this agreement is the only and complete agreement regarding the subject hereof.

XXVII. COUNTERPARTS

This agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

XXVIII. NOTICE

Notice is to be given in writing and either sent by mail, email or delivered in person.

For Sub-Recipient will be directed to:

Matt Oldenburg-Downing, Administrator (or successor)
Middle St. Croix Watershed Management Organization
455 Hayward Ave,
Oakdale, MN 55128
MOldenburg-Downing@mnwcd.org
651-796-2227

For Chisago SWCD

Craig Mell, District Administrator (or successor)
Chisago Soil and Water Conservation District
38500 Tanger Dr. Suite 206
North Branch, MN 55056
craig.mell@mn.nacdnet.net
651-674-2333

When notice is served by mail, it is deemed received 3 days after mailing. Delivery of a notice or document in accordance with this section is considered equivalent to a delivery method required under applicable law.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

Approved and accepted for:

CHISAGO SWCD

Name: Craig Mell
Title: District Administrator
Chisago Soil and Water Conservation District

Date

Reviewed and Approved to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

Name: Jeffrey B. Fuge
Title: Assistant County Attorney

Date

Approved and accepted for
SUB-RECIPIENT – MIDDLE ST. CROIX WATERSHED MANAGEMENT
ORGANIZATION

Name: Matt Oldenburg-Downing
Title: Administrator
Middle St. Croix Watershed Management Organization

Date

Approved as to form and execution:

Name: _____ Date _____
Attorney for Sub-Recipient, Middle St. Croix Watershed Management Organization

INSURANCE COVERAGES EXHIBITA

Unless modified by mutual agreement of the parties by specific provision of a Statement of Work or other agreement, the provisions of Article XII, INSURANCE shall apply for the duration of this Agreement, as follows:

1.1. **Commercial General Liability.** Sub-Recipient will require any contractor hired to perform under a Statement of Work authorized in accordance with this agreement to obtain and maintain Commercial General Liability insurance with a combined limit of not less than \$1,500,000 each occurrence.

1.1.1. CGL insurance will be written on an occurrence basis, and will cover liability arising from premises, operations, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

1.1.2. BCWD will ensure that Chisago SWCD, including its elected and appointed officials and employees are named as additional insureds under the Commercial General Liability. This coverage shall be primary to the additional insured.

1.1.3. The Chisago SWCD's insurance will be excess of the contractor's insurance and will not contribute to it. The contractor's coverage will contain no special limitations on the scope of protection afforded to the Chisago SWCD, its agents, officers, directors, and employees.

1.1.4. **Waiver of Subrogation.** Sub-Recipient waives all rights against Chisago SWCD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance obtained by contractor pursuant to Paragraph 1.1. Sub-Recipient will obtain an endorsement to affect this waiver.

1.2. **Workers' Compensation Insurance.** Sub-Recipient will ensure contractor provides proof of workers' compensation insurance applicable to contractor in accordance with statute.

1.3. Other Insurance Provisions

Prior to the start of this Agreement, Sub-Recipient will furnish Chisago SWCD with a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Sub-Recipient will provide certified copies of all insurance policies required within ten days if requested in writing by Chisago SWCD. Failure of Chisago SWCD to demand such certificate or other evidence of full compliance with the insurance requirements or failure of Chisago SWCD to identify deficiency from evidence that is provided shall not be construed as a waiver of Sub-Recipient's obligation to maintain such insurance. Failure to provide the required certificates of insurance and endorsements or failure to maintain the required insurance may result in termination of this contract.

1.4 **No Representation of Coverage Adequacy.** By requiring insurance herein, Chisago SWCD does not represent that coverage and limits will necessarily be adequate to protect the Sub-Recipient and such coverage and limits shall not be deemed as a limitation on Sub-Recipient's liability under the indemnities granted to Chisago SWCD in this Agreement.

**STATEMENT OF WORK
TO THE SUB-AGREEMENT BETWEEN
CHISAGO SOIL AND WATER CONSERVATION DISTRICT
AND MIDDLE S. CROIX WATERSHED MANAGEMENT ORGANIZATION
2025 LSC WBIF STRUCTURAL URBAN BMP IMPLEMENTATION**

This Statement of Work to the Agreement between Chisago Soil and Water Conservation District ("Chisago SWCD") and the Middle St. Croix Watershed Management Organization ("Sub-Recipient") outlines the activities that Sub-Recipient will undertake in accordance with the Agreement. All specified grant activities detailed herein shall be performed in compliance with the Agreement, partnership policy, the funding source Grant Agreement, BWSR Grant Administration Manual (if BWSR is the funding source), as well as applicable federal and state laws and regulations and local ordinances.

I. SCOPE OF ACTIVITY

Sub-Recipient will carry out certain activities as follows:

- A. **Activity ID:** 2025 LSC WBIF Structural Urban BMP Implementation – MSCWMO LSCVFD Bioretention
- B. **Grant Funding Source:** State of Minnesota Board of Water and Soil Resources 2025 Watershed Based Implementation Funding Grant Agreement – Lower St. Croix Watershed Partners (Grant ID C25-0284)
- A. **Activity Timeline:** Activity must be completed between September 8, 2026 and December 31, 2028. In the event that the grant funding source's expiration date is extended, the Fiscal Agent staff may extend the statement of work expiration dates by email notice to the Partner. Expenses incurred outside of these dates are not eligible for reimbursement.
- B. **Grant Funding Source Work Plan Activity: FY25 LSC WBIF Non-Structural Ag/Urban BMP Implementation**
Activities must be completed in a manner consistent with the Grant Work Plan.
 - 1. Activity Deliverables:
 - a. Grant activity type: Structural Urban BMP Implementation
 - b. Conservation practice: Bioretention basin.
 - c. Priority benefitting waterbody: Lake St. Croix
 - d. Project deliverables and description: Installation of three infiltration basins and up to 7,500 square feet of turf conversion to collect and treat runoff from roof, parking and sidewalk areas at the Lower St. Croix Valley Fire Department, 1560 St Croix Trail S, Lakeland, MN 55043.
 - e. Timeline: Must be completed no later than December 31, 2028.
 - f. Landowner name: Lower St. Croix Valley Fire Department
 - g. Pollutant reductions (if applicable): The project is expected to reduce total phosphorus (TP) by approximately 1.04 lbs/yr and TSS by 177.6 lbs/yr.
 - h. Project effective life for which the sub-recipient will be responsible for operations & maintenance of the project: 10 years

2. Staff Involvement and Roles:

Matt Oldenburg-Downing, MSCWMO Administrator, has primary responsibility for oversight and administration of the above grant activities.

Brett Stolpestad, Washington Conservation District Landscape Restoration Specialist will provide coordination of the LSVFD Bioretention Basin project.

II. ALLOCATION OF GRANT FUNDS

Sub-Recipient will be compensated in an amount not to exceed \$13,500.00 in reimbursement of costs incurred in delivering all Statement of Work activities. Sub-recipient must provide Chisago SWCD with an itemized invoice and staff time must be billed consistent with billing rate as provided for under appropriate grant administration provisions

III. COMMITMENT OF GRANT MATCHING FUNDS

Sub-Recipient will contribute at least \$2,025.00 of non-state match to the Activity's grant funding source.

IV. INSURANCE MODIFICATIONS:

Pursuant to Article XII INSURANCE, paragraph C, Chisago SWCD and Sub-Recipient agree that the provisions of the Insurance Coverages, Exhibit A to the agreement shall be modified as follows:

- A. For purposes of this Statement of Work, Sub-recipient shall not be required to maintain Professional Liability Coverages as otherwise required pursuant to the provisions of Exhibit A.

V. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Statement of Work the day and year signed below.

Approved and accepted for:

CHISAGO SWCD

Name: Craig Mell
Administrator, Chisago Soil and Water Conservation District

Date

Approved and accepted for

SUB-RECIPIENT – Middle St. Croix Watershed Management Organization

Name: Matt Oldenburg-Downing
Administrator, Middle St. Croix Watershed Management Organization

Date



TO: Middle St. Croix Board of Managers
FROM: Brett Stolpestad, Landscape Restoration Specialist, Washington Conservation District
DATE: August 28, 2026
RE: Evolich Stewardship Grant Request

Stillwater resident Patty Evolich is applying for a 2026 MSCWMO Stewardship to convert approximately 500 square feet of turf to native perennial vegetation at 510 Owens St S. Stewardship Grant funds will be used to reimburse for the cost of native seed, plants, and erosion control material.

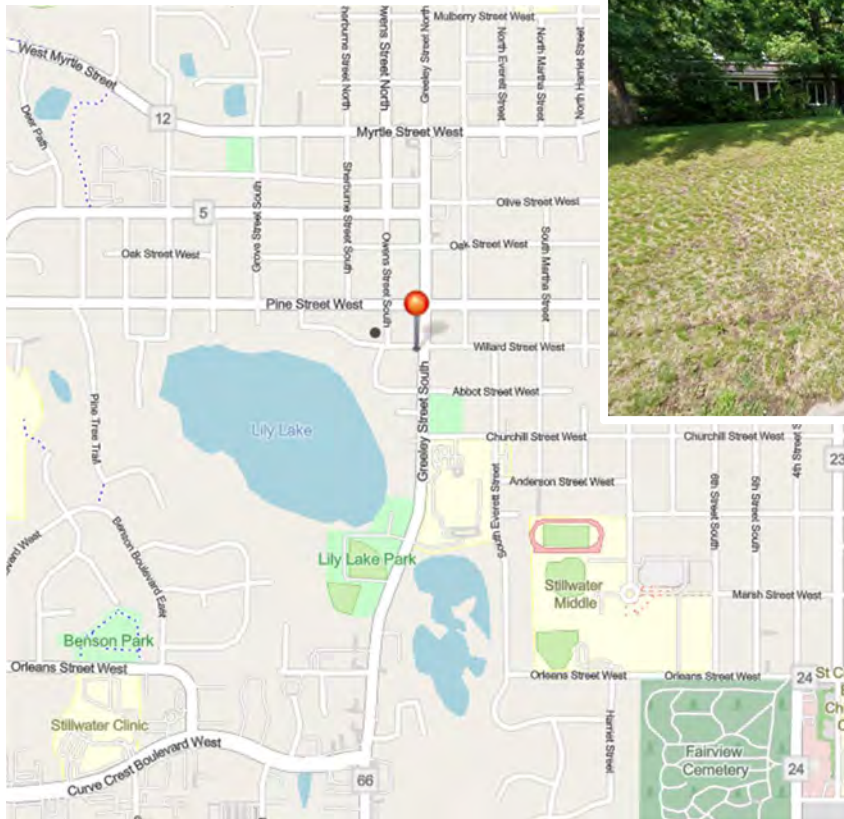
Project Estimate: \$500.00

Amount of Phosphorus removed: 0.003 lbs/yr

Cost Share requested: \$500

Requested Board Action: Motion by Board Member 1, seconded by Board Member 2, to approve encumbrance of \$500 cost share for the Evolich Stewardship Grant project at 510 Owens St S, Stillwater, MN 55082.

Location & Photos:



MSCWMO Member Communities

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



TO: Matt Oldenburg-Downing, Administrator
FROM: Rebecca Nestingen, PE
DATE: August 6, 2026
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):

- **Lumberjack Landing.** Submittal materials on August 20th, 2026 for the Aiple House/Lumberjack Landing retrofit project at 1513 Main St N in Stillwater. The project was previously approved in August 2025 and the resubmittal incorporated minor changes to the project including modified biofiltration basins. The stormwater management plan proposes biofiltration and permeable pavement to provide stormwater management for the new/reconstructed impervious. *MSCWMO staff recommends board approval with one (1) conditions.*
- **Bergstein Warehouse/Shoddy Mill.** Submittal items were received August 20th, 2026 for the Bergstein Warehouse and Shoddy Mill renovation at 1250 Main St S in Stillwater. The proposed project qualifies for full review under the MSCWMO 2025 Watershed Management Plan (WMP) since it involves more than 500 square feet of new impervious in the St. Croix Riverway. *MSCWMO staff recommends the applicant revise and resubmit.*



September 4, 2026

Shawn Sanders
City of Stillwater
216 N Fourth Street
Stillwater, MN 55082

Dear Mr. Sanders,

The Middle St. Croix Watershed Management Organization (MSCWMO) received submittal items on August 20th, 2026 for the Aiple House/Lumberjack Landing retrofit project at 1513 Main St. N within the MSCWMO boundaries and the City of Stillwater. The project was previously approved in August 2025 and the resubmittal incorporated minor changes to the project including modified bioinfiltration basins. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP). The MSCWMO board recommends approval with the following one condition:

1. SWPPP shall include inspection & maintenance frequency/time frames, stabilization time frames, timing of BMP installation, pollution prevention measures and tabulation of estimated quantities.

MSCWMO review process information can be downloaded from www.mscwmo.org. Please contact me at 651-796-2227 or moldenburg-downing@mnwcd.org if you have any questions or comments regarding this correspondence.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Oldenburg-Downing'.

Matt Oldenburg-Downing | Administrator
Middle St. Croix Watershed Management Organization



PROJECT REVIEW CHECKLIST

MSCWMO Review ID: 26-015

Review Date: 9/4/2026

Project Name: Aiple House / Lumberjack Landing

Location: 1513 Main St N

Applicant: Kraig Klund

Purpose: Park and utility improvements

Recommendation: Approval with one condition:

1. SWPPP shall include inspection & maintenance frequency/time frames, stabilization time frames, timing of BMP installation, pollution prevention measures and tabulation of estimated quantities.

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.
 - ☒ Delineation of existing on-site wetlands, shoreland and/or floodplain areas (including any buffers).
 - ☒ 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.

MSCWMO Member Communities

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

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.
- ☒ Existing and proposed normal water elevations and the critical (the highest) water level produced from the 100-year 24-hour storms.
- ☒ 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.
 - ☒ A table (or tables) must be submitted showing the following:
 - ☒ A listing of all points where runoff leaves the site and the existing and proposed stormwater runoff rates and volumes.
 - ☒ 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.

MSCWMO Member Communities

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

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

- ☒ 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.
- ☒ 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

- ☒ 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. **No volume control, used FTO#2. 66% TP removal achieved through 3 biofiltration basins and 4008 sf of permeable pavement.**

Volume Retention Required (cu. ft.)	Volume Retention Provided (cu. ft.)
$10,498 \text{ sq. ft.} \times \frac{1.1 \text{ in}}{12 \text{ in/ft}} = 963 \text{ cu. ft.}$	BMP Volume BMP #1 X,XXX cu. ft. BMP #2 X,XXX cu. ft.
Total Required Volume Retention = 1,637 cu. ft.	Total Provided Volume Retention = X,XXX cu. ft.

MSCWMO Member Communities

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

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. **HSG D soils and high GW**

NA FTO #1: MIDS calculator submission removes 75% of the annual total phosphorous.

- ☒ FTO #2: MIDS calculator submission removes 60% of the annual total phosphorous. **66% TP removal**

NA FTO #3: Offsite mitigation equivalent to the volume reduction standard is provided.

Infiltration/Filtration Design Standards

- ☒ 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
- Areas where vehicle fueling and maintenance occur.
 - Areas where contaminants in soil or groundwater will be mobilized by infiltrating stormwater.
 - 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.
 - 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. **ok for filtration**
 - Areas of Hydrologic Soil Group D (clay) soils **ok for filtration**
 - Areas within DSWMAs and ERAs unless infiltration is deemed appropriate based on Minnesota Stormwater Manual Guidance
 - 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.
 - Areas that receive runoff from industrial facilities not authorized to infiltration stormwater under the NPDES stormwater permit for industrial activities.

- ☒ 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

- ☒ Pretreatment device(s) remove at least 50% of sediment loads. If downstream from a potential hot spot, a skimmer is in place to facilitate cleanup.
- ☒ Water quality volume will be discharged through infiltration or filtration media in 48 hours or less.
- ☒ 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.
- ☒ 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.

MSCWMO Member Communities

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

- ☒ Appropriate soil borings have been conducted that meet the minimum standards.
 - a. 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.
 - b. 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.
 - c. A minimum of three feet of separation to the seasonal water table and/or bedrock.
 - d. Identify unified soil classification.
 - ☒ The least permeable soils horizon identified in the soil boring dictated the infiltration rate.
 - ☒ Additional flows are bypassed and are routed through stabilized discharge points.
 - ☒ 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.
- ☒ Construction plans provide adequate construction guidance to prevent clogging or compaction and demonstrate performance.
 - a. Excavation within 2.0 feet of final grade for infiltration/filtration systems is prohibited until contributing drainage areas are constructed and fully stabilized.
 - b. Rigorous sediment and erosion controls planned to divert runoff away from the system.
 - c. 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.
 - d. 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.
 - e. Prior to the release of any remaining fee or security, the permit holder must provide documentation that constructed volume control facilities perform as designed.
 - ☒ There is a way to visually verify the system is operating as designed.
 - ☒ 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.
 - a. 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.

MSCWMO Member Communities

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

- ☐ 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.
 - 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.
- ☒ 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

- ☒ 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.
- ☒ 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.

MSCWMO Member Communities

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



Compliance Summary & Corrective Action Notice

Inspector Name: Aaron DeRusha Inspection Date: 08/24/2026

Project Name: 1081 Quixote FEMA Floodproof Grading and Filling Plan Project Address: 1081 Quixote Ave 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:

☒ A	The site is in full compliance . All practices are in place and the site is well maintained.
☐ B	The site is in compliance , but normal maintenance activities are required.
☐ C	The site is not in compliance . Maintenance or supplemental practices are required.
☐ 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.
☐ 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.

Erosion Controls, aka soil covers, protect soils from moving during rain events, while **Sediment Controls**, aka perimeter controls, are the last line of defense to contain moving soils. Soil cover is often more effective than perimeter control in preventing sediment discharges, and proper use reduces maintenance needs for perimeter controls.

Guidance for best practices: [Small Site Erosion Control](#), [Erosion Prevention and Stabilization](#), and [Sediment and Perimeter Controls](#) or contact WMO staff.

Corrective Action(s) Required:

General Comments or Potential Areas of Future Concern:

Met Bob Lind and Joe Brennan on site. Site has been staked to achieve 3:1 boulder slope. Discussed underlayment fabric before boulders are placed. Work expected to be complete today. Will check final work

Erosion & Sediment Control Compliance Summary & Corrective Action Notice

before 2 replacement trees are planted. Discussed plan to seed and blanket disturbed soil area on neighboring property immediately upon completion of work.

Were any discharges observed during this inspection? ☒ No ☐ Yes

Erosion & Sediment Control Compliance Summary & Corrective Action Notice

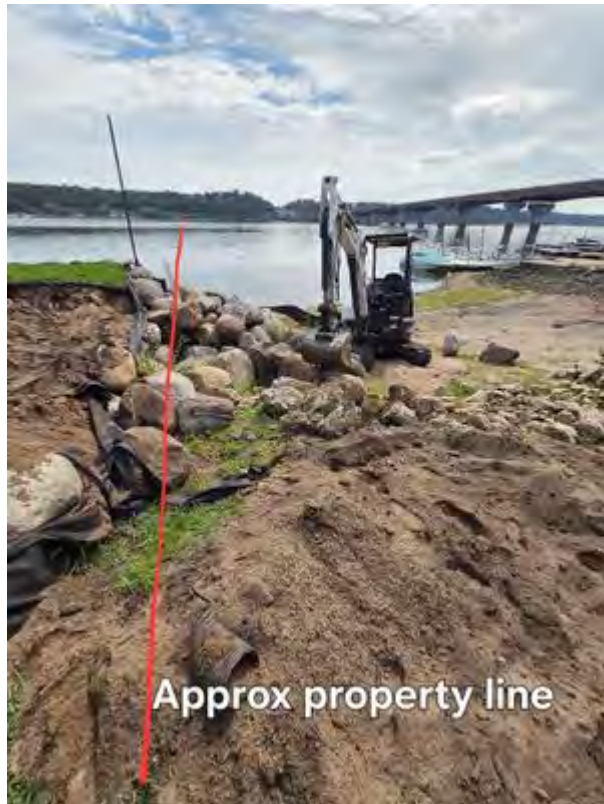
	Compliant	Non-compliant	Under Review	Not Inspected
Erosion Prevention Requirements:				
Soils are stabilized where no construction activity has occurred for 14 days (including stockpiles)	☐	☐	☒	☐
Disturbance of steep slopes has been minimized or stabilization practices designed for steep slopes are used	☐	☐	☒	☐
Ditches/swales are stabilized 200' back from point of discharge	☐	☐	☐	☒
Pipe outlets have energy dissipation (within 24 hours of connection)	☐	☐	☐	☒
Construction phasing in accordance with the approved plan is being followed	☐	☐	☐	☒
Areas not to be disturbed are marked off (flags, signs, ect.)	☐	☐	☐	☒
Sediment Control Requirements:				
Perimeter sediment controls are installed properly on all down gradient perimeters	☒	☐	☐	☐
Appropriate BMPs are installed protecting inlets, catch basins, and culvert inlets	☐	☐	☐	☒
Erodible stockpiles have perimeter control in place	☐	☐	☐	☒
Temporary sediment basin is built as shown on approved construction plans	☐	☐	☐	☒
Soil compaction is minimized where applicable	☐	☐	☐	☒
Maintenance and Inspection Requirements:				
Previously stabilized areas are maintaining ground cover	☐	☐	☐	☒
Perimeter controls are maintained and functioning properly	☒	☐	☐	☐
Inlet protection devices are maintained and adequately protecting inlets	☐	☐	☐	☒
Temporary sediment basins are being maintained and properly functioning	☐	☐	☐	☒
Vehicle tracking BMPs are in place at site exits and are maintained/functioning properly	☒	☐	☐	☐
Tracked sediment is being removed within 24 hours	☒	☐	☐	☐
Surface waters, ditches, conveyances, and discharge points have been inspected	☒	☐	☐	☐
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	☐	☐	☐	☒
If dewatering is occurring, BMPs are being used to ensure clean water is leaving the site and discharge is not causing erosion	☐	☐	☐	☒
If being utilized, infiltration/filtration systems are marked and protected from compaction and sediment	☐	☐	☐	☒
If required buffers are preserved around all streams, rivers, lakes, and wetlands during construction	☐	☐	☐	☒
If required, buffer monumentation has been installed	☐	☐	☐	☒

Erosion & Sediment Control Compliance Summary & Corrective Action Notice

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





Compliance Summary & Corrective Action Notice

Inspector Name: Aaron DeRusha Inspection Date: 08/31/2026

Project Name: 1081 Quixote FEMA Floodproof Grading and Filling Plan Project Address: 1081 Quixote Ave 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:

☒ A	The site is in full compliance . All practices are in place and the site is well maintained.
☐ B	The site is in compliance , but normal maintenance activities are required.
☐ C	The site is not in compliance . Maintenance or supplemental practices are required.
☐ 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.
☐ 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.

Erosion Controls, aka soil covers, protect soils from moving during rain events, while **Sediment Controls**, aka perimeter controls, are the last line of defense to contain moving soils. Soil cover is often more effective than perimeter control in preventing sediment discharges, and proper use reduces maintenance needs for perimeter controls.

Guidance for best practices: [Small Site Erosion Control](#), [Erosion Prevention and Stabilization](#), and [Sediment and Perimeter Controls](#) or contact WMO staff.

Corrective Action(s) Required:

General Comments or Potential Areas of Future Concern:

3:1 rock slope has been constructed to plans. All rock removed from adjacent property. Two replacement trees planted. Disturbed soils on adjacent property have been seeded and blanketed. No concerns with final construction.

Erosion & Sediment Control Compliance Summary & Corrective Action Notice

Were any discharges observed during this inspection? ☒ No ☐ Yes

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)	☒	☐	☐	☐
Disturbance of steep slopes has been minimized or stabilization practices designed for steep slopes are used	☐	☐	☐	☒
Ditches/swales are stabilized 200' back from point of discharge	☐	☐	☐	☒
Pipe outlets have energy dissipation (within 24 hours of connection)	☐	☐	☐	☒
Construction phasing in accordance with the approved plan is being followed	☐	☐	☐	☒
Areas not to be disturbed are marked off (flags, signs, ect.)	☐	☐	☐	☒
Sediment Control Requirements:				
Perimeter sediment controls are installed properly on all down gradient perimeters	☐	☐	☐	☒
Appropriate BMPs are installed protecting inlets, catch basins, and culvert inlets	☐	☐	☐	☒
Erodible stockpiles have perimeter control in place	☐	☐	☐	☒
Temporary sediment basin is built as shown on approved construction plans	☐	☐	☐	☒
Soil compaction is minimized where applicable	☐	☐	☐	☒
Maintenance and Inspection Requirements:				
Previously stabilized areas are maintaining ground cover	☒	☐	☐	☐
Perimeter controls are maintained and functioning properly	☐	☐	☐	☒
Inlet protection devices are maintained and adequately protecting inlets	☐	☐	☐	☒
Temporary sediment basins are being maintained and properly functioning	☐	☐	☐	☒
Vehicle tracking BMPs are in place at site exits and are maintained/functioning properly	☐	☐	☐	☒
Tracked sediment is being removed within 24 hours	☐	☐	☐	☒
Surface waters, ditches, conveyances, and discharge points have been inspected	☒	☐	☐	☐
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	☐	☐	☐	☒
If dewatering is occurring, BMPs are being used to ensure clean water is leaving the site and discharge is not causing erosion	☐	☐	☐	☒
If being utilized, infiltration/filtration systems are marked and protected from compaction and sediment	☐	☐	☐	☒
If required buffers are preserved around all streams, rivers, lakes, and wetlands during construction	☐	☐	☐	☒
If required, buffer monumentation has been installed	☐	☐	☐	☒

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





Staff Report- August 2026

Administration

- Prepared meeting materials
- Participated in Lower St. Croix Partnership meetings
- Permit review coordination with communities
- Coordinated Audit requirement response
- Prepared LSCWP grant agreement

Water Monitoring Program

Description: The MSCWMO water monitoring program includes the monitoring of flow at two sites. These sites have equipment that serves to collect data on the total volume of water flowing through Perro Creek at the Diversion Structure, as well as the Perro Creek Diversion Structure Overflow. Water quality samples are collected at the Perro Creek Diversion Structure on a monthly basis and during storm events.

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: Monitoring equipment is operating at Perro Creek Diversion and Perro Creek Diversion Overflow monitoring sites. Four base flow grab samples, one storm grab sample, and five storm composite samples have been collected. Ten lake samples have been collected on both Lily and McKusick Lakes, including two seasonal chloride samples on each lake. Lake elevation gages have been installed and surveyed on Lily Lake, McKusick Lake, and Brick Pond. A citizen volunteer continues to collect elevations at Brick Pond.

Staff: Becca 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: Inspections were conducted at the 1081 Quixote FEMA Floodproof Grading project. Two site visits to guide and confirm the restoration work would be completed to plans. Final construction was confirmed to be a 3:1 rock slope with two replacement trees as noted on plans, and all rock was removed from the neighboring property. All disturbed soils were seeded and stabilized.

MSCWMO Member Communities

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

Staff: Aaron DeRusha, WCD

St. Croix Riverway Violations

Description: The MSCWMO staff have been involved in providing technical support to communities for local St. Croix Riverway Ordinance violations.

Activities This Month: The restoration plan at 175 Lakeland Shores Road is underway. MSCWMO staff also provided recommendations for restoration orders at 569 Quixote, which was discussed at a violation hearing at the Lakeland City council meeting on May 19th. Awaiting response from City staff on status of restitution and compliance to standards. Final implementation of the restitution of 1081 Quixote was completed on 8/31

Staff: Matt Oldenburg-Downing, MSCWMO

BMP Cost-Share Program

Description: The MSCWMO has contracted with the WCD to provide technical services to residents and communities for implementation of stormwater best management practices. The WCD also assists with administration of the WMO's cost-share programs as a means to support and incentivize BMP implementation.

Activities This Month: WCD staff have conducted a total of 18 site visits in 2026. Eleven cost-share applications have been received to date with one new application in September. A total of \$8,463.15 has been encumbered with \$6,536.85 remaining under the WMO's annual cost-share program budget.

Staff: Brett Stolpestad, 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: Inlet cleanout at Lily Lake Basin and Stillwater Country Club. Vegetation management at Lily Basin and Stillwater Country Club. Owens gutter bags cleanout.

Staff: Brett Stolpestad, Cameron Blake, WCD

Meetings:

- 2179 River Rd Pre-App – August 12th
- 3M Priority 2 Coordination – August 17th
- Middle St. Croix Regional Trail TAC – August 24th
- 75 Lakeland Shores Rd Pre-App – August 25th
- 1081 Quixote Site Review – August 25th
- Myrtle Street Pre-App – August 27th
- 313 Quixote Pre- App – September 2nd

MSCWMO Member Communities

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