

# MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

455 HAYWARD AVENUE, OAKDALE, MINNESOTA 55082  
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## Regular Meeting of the Middle St. Croix Watershed Management Organization

*Remotely held as posted on [www.mscwmo.org](http://www.mscwmo.org)*

*Physical location - Washington Conservation District, 455 Hayward Ave N*

**Thursday, October 10<sup>th</sup>, 2024**

**6:00PM**

1. Call to Order – 6:00PM
  - a. Approval of Agenda
2. Approval of Minutes
  - a. Draft minutes – September 12<sup>th</sup>, 2024 **pg. 1-5**
3. Treasurer’s Report
  - a. Report of savings account, assets for October 10<sup>th</sup>, 2024
  - b. Approve payment of bills for October 10<sup>th</sup>, 2024
4. Public Comment
5. Watershed Management Plan Update
  - a. St. Croix Riverway Resident Survey **pg. 6-15**
6. Old Business
  - a. EMWREP Funding Structure **pg. 16-38**
7. New Business
  - a. 2025 Meeting and Submittal Dates **pg. 39**
  - b. 2024 Preliminary Permit Fee Overage Review **pg. 40**
8. Grant and Cost Share Applications
  - a. Deziel Native Planting Reimbursement **pg. 41**
  - b. Carlson Erosion Mitigation **pg. 42**
9. Plan Reviews/Submittals
  - a. Plan Review and Submittal Summary **pg. 43**
    - i. Bayport Elementary– **INFORM**
    - ii. Outdoor Truck Storage – **INFORM**
    - iii. Mister Car Wash - **INFORM**
  - b. Erosion and Sediment Control Inspection Reports **pg. 44-54**
10. Staff Report **pg. 55-57**
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

Regular Meeting of the Middle St. Croix Watershed Management Organization  
Washington Conservation District, 455 Hayward Ave N  
Thursday, September 12<sup>th</sup>, 2024  
6:00PM

Present: Brian Zeller, Lakeland Shores; Tom McCarthy, Lake St. Croix Beach; Ryan Collins, Stillwater; Rachel Dana, West Lakeland; Dave Millard, Lakeland; Carly Johnson, Oak Park Heights; Beth Olfelt-Nelson, St. Mary's Point; Administrator Matt Oldenburg-Downing; Amanda Herbrand, WCD  
Audience: Dawn Bulera, Paul Spilseth

**Call to Order**

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

**Approval of Agenda**

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

**Approval of Minutes**

Manager McCarthy motioned to approve the draft August 8<sup>th</sup>, 2024 board meeting minutes, Manager Johnson seconded the motion. Manager Olfelt-Nelson abstained from the vote. The motion carried.

**Treasurer's Report**

Manager Olfelt-Nelson presented the treasurer's report. The remaining checking account balance on September 12<sup>th</sup> was \$166,022.99. First Bank CD's were valued at \$213,549.15. The ending value on the RBC savings account from August was \$95,977.94. Manager Zeller motioned to approve the report of the savings account and assets for September 12<sup>th</sup>, 2024. Manager McCarthy seconded the motion. The motion carried with all in favor.

Bills to approve this month are three bills to the Washington Conservation District totaling \$13,180.97. Manager Collins motioned to approve payment of bills for \$13,180.97 for September 12<sup>th</sup>, 2024. Manager McCarthy seconded the motion. The motion carried with all in favor.

All communities have paid their first half contributions. Afton, Bayport, and Lake St. Croix Beach have paid their second half contributions.

**Public Comment**

None

**Watershed Management Plan Update**

None

**Old Business**

**WMO Legal Services**

This item was tabled last meeting. Administrator Oldenburg-Downing asks the board if they've reached a decision regarding legal services. Manager Johnson motions to approve retaining Troy Gilchrist as the WMO's attorney at his previous rate. Manager McCarthy seconded the motion. The motion carried with all in favor.

### **2024 Second Half Contribution Requests**

Administrator Oldenburg-Downing was not in attendance at the last meeting and asks the board for clarification regarding the 2024 second half contribution requests. In the previous meeting it was stated that the requests had been sent out to member communities, but they had not.

Administrator Oldenburg-Downing asks the board if they would like them sent out or if board members would like to talk to their community staff independently. Manager Zeller states Administrator Oldenburg-Downing should send out the requests.

### **New Business**

#### **EMWREP Funding Structure**

MSCWMO and other partners received a notice from EMWREP outlining the planned 2025 partner contributions. These proposed contributions have increased from the previous contract. The notice also outlines the current services and areas of focus for EMWREP and showcases new services and areas of focus moving forward. Administrator Oldenburg-Downing notes that EMWREP hasn't increased their rates in many years.

Board members discuss and raise concerns that MSCWMO may not be receiving enough direct benefits to justify paying the increased cost. Administrator Oldenburg-Downing states he's raised these concerns already to WCD and EMWREP staff.

Board members note that the MSCWMO budget for 2025 has already been approved, and that they would not be willing to pay the increased rate in 2025 but would be open to it for 2026.

Manager Zeller motioned to approve the new requested MSCWMO contribution to EMWREP for 2026. Manager Olfelt-Nelson seconded the motion. The motion carried with all in favor.

### **Grant and Cost Share Applications**

#### **Bayport Water Quality Improvements**

The City of Bayport is applying for the Landscaping for Water Quality Grant to stabilize a 300 linear-foot stretch of Perro Creek at Perro Park to reduce soil loss, restore native habitat, and prevent anticipated bank failure upstream of the Perro Creek diversion. The requested costshare will help cover the cost of supplemental seed and streambank stabilization materials in support of the project, which is being pursued in partnership with the Washington Conservation District under an FY22 Clean Water Fund grant. Stabilization techniques include a combination of rock toe armoring and upland buffer restoration to protect banks from high flows while enhancing habitat for wildlife. The City has received two quotes for project installation: Miller Excavating Inc. (\$56,240.65), and Kusz Contracting LLC (\$32,098.63). The City has selected Kusz Contracting LLC to install the project.

This project is prioritized within the 2013 Perro Creek Stormwater Retrofit Analysis, and will be

funded in part by the Washington Conservation District (up to \$20,000). Total project estimate is \$32,098.63, requested cost share is \$5,000.00.

Manager Zeller motioned to approve encumbrance of \$5,000.00 in cost share for the installation of the Perro Creek Stabilization & Buffer Restoration project, Manager McCarthy seconded the motion. The motion carried with all in favor.

### **Deziel Native Planting**

Bayport resident Sarah Deziel is applying for the Landscaping for Habitat Grant to install native herbaceous perennials and shrubs in a native planting on her property. The planting will be approximately 500 sq ft in size and install 500 native flowers, grasses, sedges and shrubs.

Total project estimate is \$1050.00, cost share requested is \$250.00.

Manager Zeller motioned to approve encumbrance of \$250.00 cost share for the installation of the Deziel Native Planting project, Manager Johnson seconded the motion. The motion carried with all in favor.

### **LSCB Water Quality Improvement Reimbursement**

On July 11th the MSCWMO board approved cost share encumbrance of up to \$5,000 for the Lake St. Croix Beach shoreline stabilization project to repair and enhance areas of bank failure north of the existing levee. The city has submitted a paid invoice for work completed in August of 2024 (installation of 90 linear feet of riprap with native seeding above), totaling \$30,000.00. WCD staff have determined the project meets installation standards and approve of the request for reimbursement.

Manager Zeller motioned to approve reimbursement of \$5,000.00 cost share for the Lake St. Croix Beach Shoreline Stabilization project. Manager Olfelt-Nelson seconded the motion. The motion carried with all in favor.

### **Plan Reviews/Submittals**

#### **Bayport Elementary School – ACTION**

Submittal items were received on August 21st, 2024 for proposed Bayport Elementary School within the MSCWMO boundaries and the City of Bayport. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves disturbance of approximately 11.6 acres and 4.2 acres of new/reconstructed impervious surfaces. Stormwater is proposed to be treated and retained in four biofiltration basins. The filtration basins do not provide volume control for the full water quality volume required by MSCWMO performance standards and the applicants pursued compliance with flexible treatment option #2 since the project site is within a high vulnerability drinking water source management area (DWSMA). The site is however outside of the emergency response area (ERA) and per MPCA requirements must perform a higher level of engineering review to determine if infiltration is appropriate for the site. In addition, the H&H model submitted requires corrections and did not demonstrate compliance with rate control and wetland inundation standards. The MSCWMO staff recommends revise and resubmittal for this project.

Manager Johnson motions that an acceptable higher level of engineering review needs to be provided along with a detailed response. Manager McCarthy seconded the motion. The motion carried with all in favor.

### **Emergency Housing Services Building – INFORM**

A resubmittal for previously approved Emergency Housing Services Building was received on August 27th. The resubmittal was requested because the design elevations of the underground storage system was revised as a result of a value engineering review. The revised underground storage system still meets applicable MSCWMO performance standards.

### **Baylon Residence – INFORM**

A previously approved reconstruction for an existing residence, pool, shed, deck and boathouse was inspected by MSCWMO staff and earth disturbance beyond the extent in the reviewed and approved plans that extends into the bluffline setback was observed. Further details can be found in the erosion and sediment control section of the board packet.

### **Erosion and Sediment Control Inspection Reports**

Administrator Oldenburg-Downing and the board discussed the Baylon Residence from the previous item. The most recent erosion control inspection from the site shows a grade of “D” which states “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.” At the time of the inspection, there was a large amount of open soil on the slope near the bluffline and perimeter controls were missing at the edge of areas of open soil. Since the inspection the area has been stabilized with sod. The board discussed options such removing the newly installed turf and replacing with native vegetation, but acknowledge the potential for doing more harm than good by re-exposing the soil. Administrator Oldenburg-Downing states that a compromise would be requiring some shrubs to be planted in the sloped area to help hold soils in place better than turf grass alone. Administrator Oldenburg-Downing states that at a minimum he’d like to discuss some options with the community representative before giving recommendations.

Manager Johnson motions the approve Administrator Oldenburg-Downing preparing a list of recommendations to discuss with Manager Zeller to send out to the City. Manager Zeller seconded the motion. The motion carried with all in favor.

The two remaining erosion control inspection reports in the packet had grades of “B” meaning the sites were in compliance but some minor maintenance was required.

### **Staff Report**

Administrator Oldenburg-Downing presented the staff report. Work is ongoing on the 10-Year Management Plan Update. Water monitoring, erosion control, and BMP maintenance all continue as normal and will continue as normal until the end of the season.

### **1W1P Updates**

#### **Representative Appointments**

None

**Other**

None

**Adjourn**

Manager Johnson motioned to adjourn the meeting, Manager McCarthy seconded the motion. The meeting adjourned at 6:58.

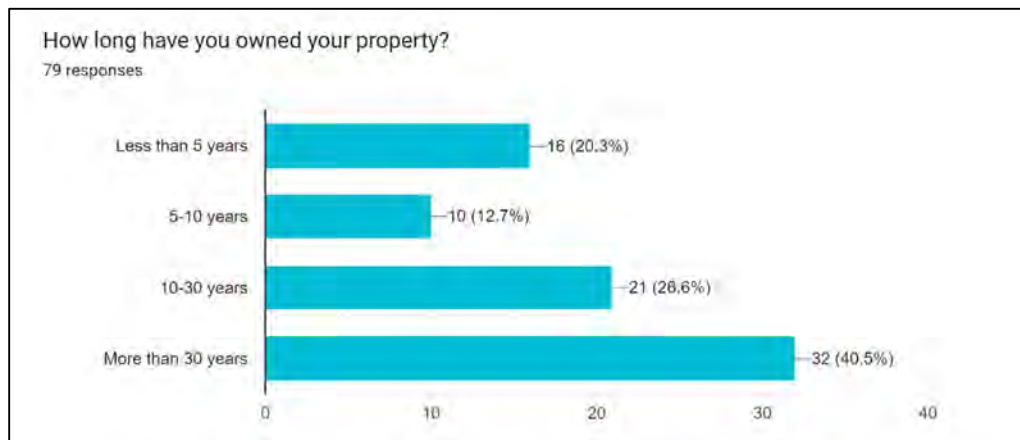
## 2024 RIVERWAY LANDOWNER SURVEY RESULTS

In June 2024, Middle St. Croix Watershed Management Organization (MSCWMO) worked with staff from the East Metro Water Resource Education Program (EMWREP) to conduct a mailed survey of 476 riverway landowners in Bayport, Lakeland, Lakeland Shores, Lake St. Croix Beach, St. Mary’s Point, and West Lakeland. The goal of the survey was to assess landowners’ experiences, ideas and opinions related to shoreline and bluffland issues and to identify opportunities for collaboration to reduce erosion, improve habitat for fish and wildlife, and protect/improve water quality.

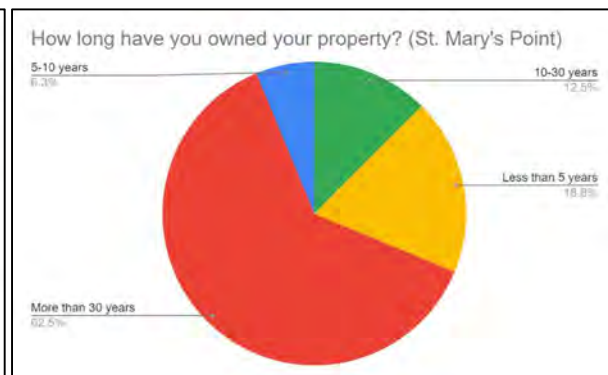
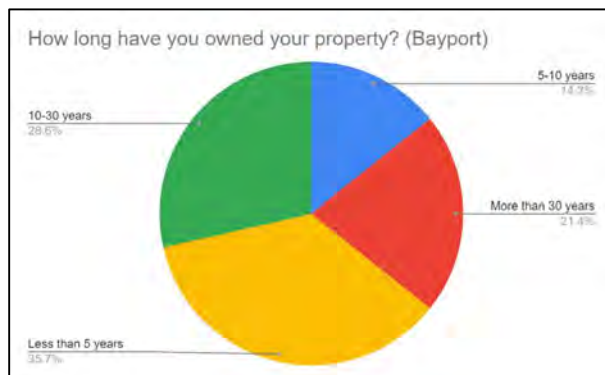
79 people completed the mailed survey (17% response rate). We received the highest percentage of responses from Lakeland Shores (29%) and St. Mary’s Point (27%).

### LAND OWNERSHIP

In general, riverway landowners within the MSCWMO are long-term residents. Forty percent have owned their properties for more than 30 years and another 26% have owned their land for 10-30 years.

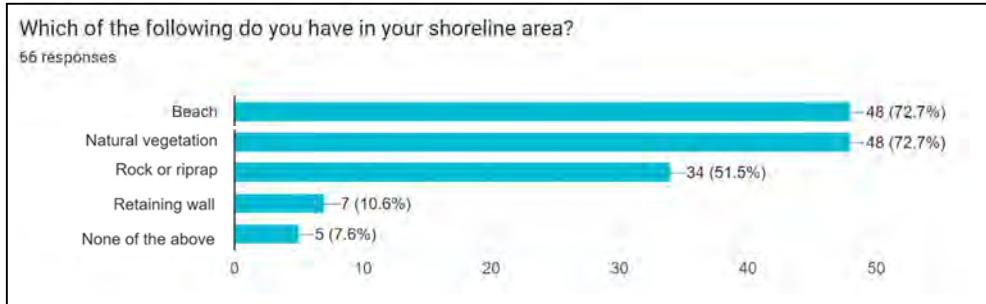


However, survey responses suggest that there has been more property turnover in Bayport than in other riverway communities. As an example, 36% of survey respondents from Bayport say they’ve owned their property for less than 5 years. In St. Mary’s Point, only 19% have owned their land for less than 5 years.

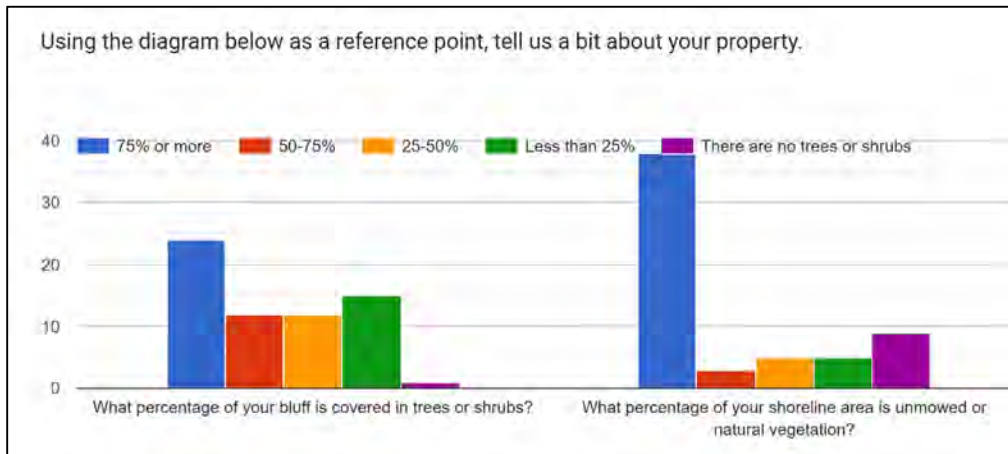


## CHARACTERISTICS OF THE RIVERWAY PROPERTIES

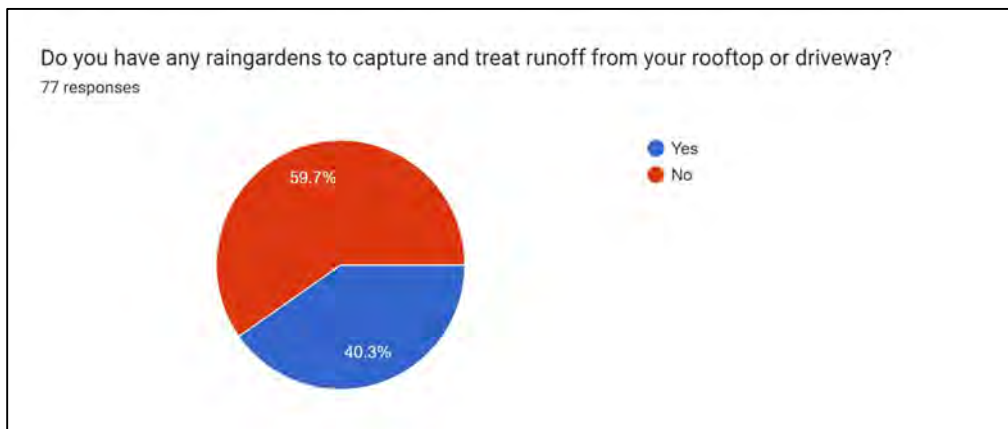
The majority of survey respondents (73%) have both beach and natural vegetation on their property. Half also report having rock or riprap. Seven people reported having one or more substandard structures.



Approximately half of survey respondents said their shoreline area is mostly covered in unmowed or natural vegetation. However, only a third of respondents say their bluff is mostly covered in trees or shrubs.



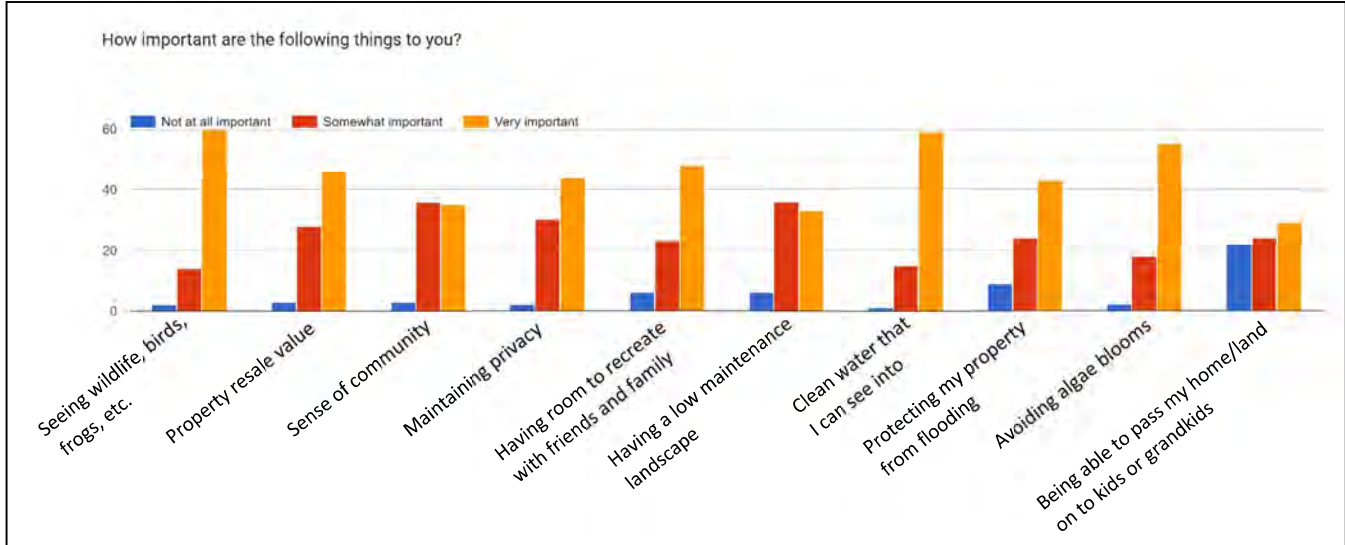
Forty percent of the respondents have raingardens to capture and treat runoff from their rooftops or driveways.



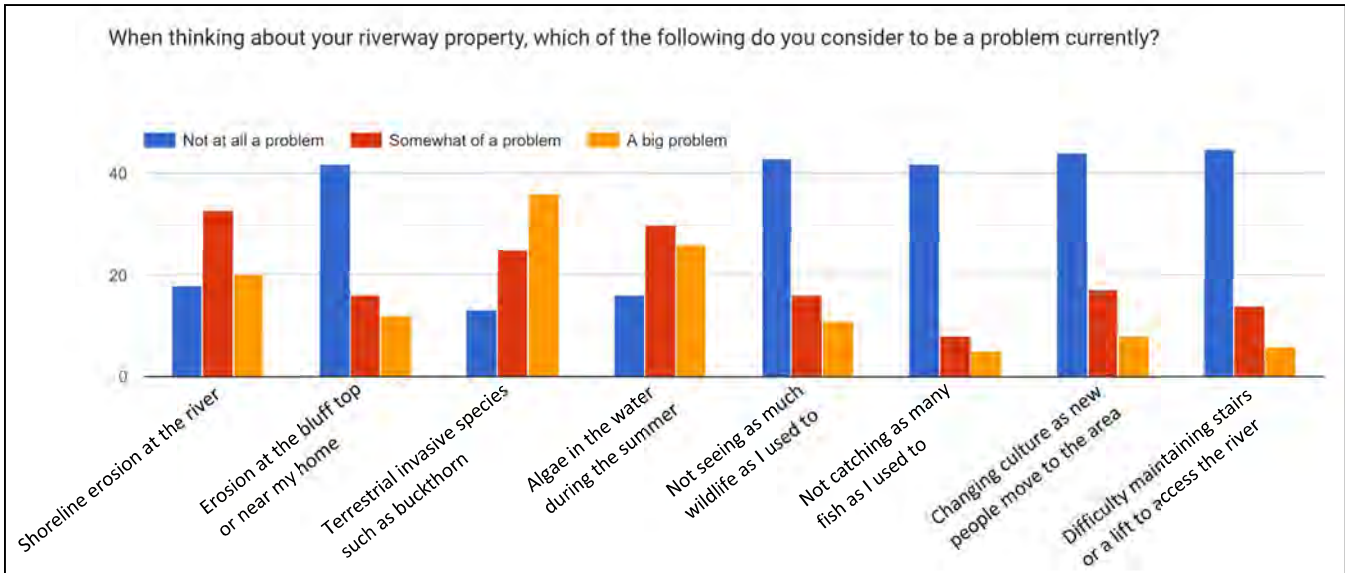


## VALUES AND CONCERNS

**Values:** MSCWMO riverway landowners say they care about seeing wildlife, maintaining clean and clear water, and avoiding algae blooms. They are less interested in being able to pass their home or land on to their kid or grandkids.

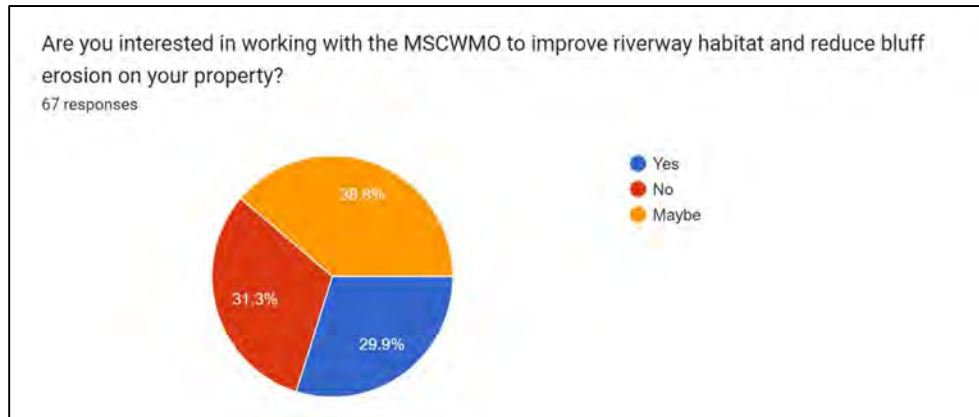


**Concerns:** Survey respondents say they are most concerned about terrestrial invasive species such as buckthorn. Algae blooms during the summer and shoreline erosion are also additional concerns.

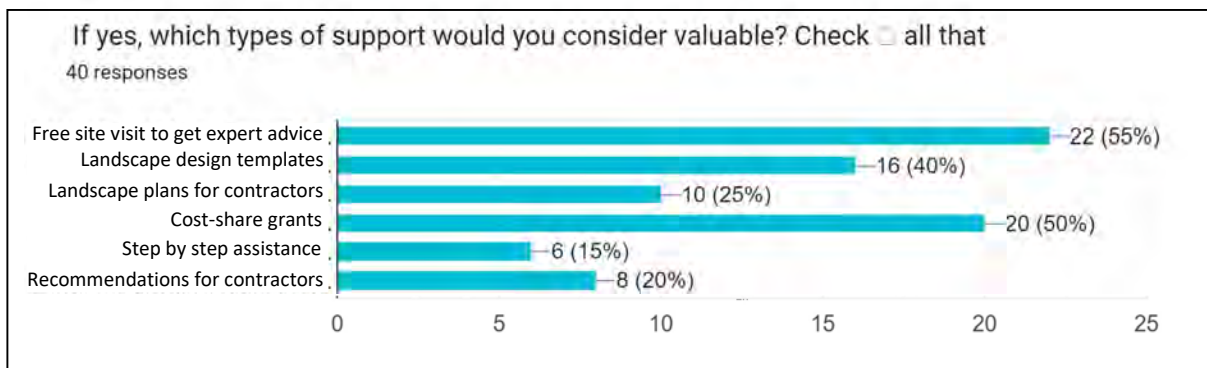


## OPPORTUNITIES FOR FUTURE COLLABORATION

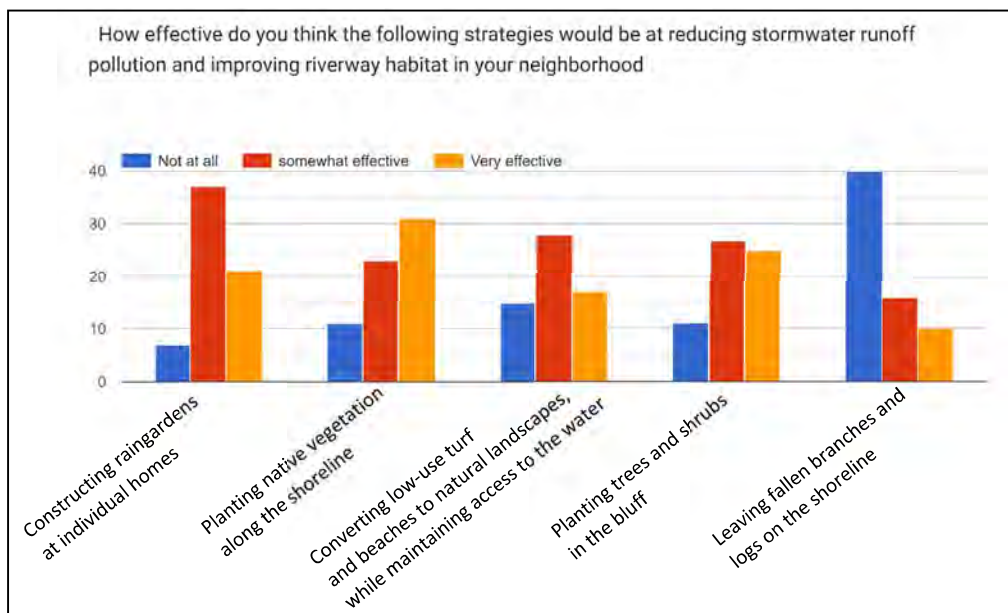
Nearly 70% of riverway landowners who responded to the survey say they are or might be interested in working with the MSCWMO to improve riverway habitat and reduce bluff erosion.



Landowners say they are most interested in free site visits, cost-share grants, and landscape design templates that they can use on their own.



Of the possible strategies suggested for reducing stormwater runoff pollution and improving riverway habitat, landowners said that planting native vegetation along the shoreline, planting trees and shrubs on the bluff, and building raingardens would be most effective.



## **THEMES FROM OPEN-ENDED QUESTION RESPONSES**

When prompted, survey respondents shared numerous questions, concerns, and suggestions in open-ended questions at the end of the survey. There were notable differences in how people from different communities responded to the open-ended questions.

- Bayport residents shared concerns about the number boats on the river, speed of the boats, and impact of wakes on trees and shorelines.
- Lakeland residents were most likely to talk about best management practices they have implemented on their properties and shared pride in actions they are taking to care for the riverway.
- In Lake St. Croix Beach, people are most concerned about buckthorn and erosion. Several also shared details about issues unique to their properties.
- A handful of people in all communities requested better enforcement of riverway rules for wakes and vegetation management.
- Several people thanked the MSCWMO for its work to protect the St. Croix Riverway.

A full list of open-ended survey responses can be found on pages 6 -10.

## **RECOMMENDATIONS**

Survey responses suggest that St. Croix Riverway Landowners are generally supportive of the Middle St. Croix WMO and efforts to protect the riverway. Notably, nearly 70% of landowners say they are or might be interested in working with MSCWMO to improve riverway habitat and reduce bluff erosion.

Future outreach and educational messages should focus on actions that will promote clean water, reduce algae blooms, protect habitat for wildlife, and reduce erosion. It could also be beneficial to explore collaborative funding opportunities for buckthorn management, particularly in Lake St. Croix Beach.

Landowners say they are most interested in free site visits, cost-share grants, and landscape design templates that they can use on their own. As such, the MSCWMO should continue working in partnership with the Washington Conservation District to provide free site visits and should also pursue external grant funding to provide better cost-share assistance to interested landowners.

## What else would you like for us to know about your riverway property?

40 responses

Bayport	To much boats, to many people, lower slow no wake speed, more high water, bigger boats = more destruction
Bayport	We are on Anderson point and boats cut the corner when traveling from stillwater bridge to railroad bridge coming to close to shoreline causing erosion.
Bayport	properties 1-7 ( including mine) do not own river shoreline but, are on the interior of the point. We have river access via deeded 50 ft. property #20 but that is being contested by the owners of properties 14 & 15.
Bayport	Flooding garages is an issue by the Bayport Marina. Why can Stillwater sandbag but we can't.
Bayport	limited tax usage
Bayport	In the approx. 30 years i've lived here, I've lost 3' of elevation to erosion as well as several large trees where the roots became exposed and die. All to wakes created by boats caused soil erosion at 683' level or less.
Lakeland	we have a rain barrel
Lakeland	We are always open to learning how to improve our property to better the river.
Lakeland	Very natural setting- with gardens-shrubs- trees-very little grass we don't use chemicals at all.
Lakeland	What to plant to have wild flowers in place of grass that not mowing. How to rid thistle that comes up everywhere if not mowed.
Lakeland	Welcome to come take a look!
Lakeland	Keep up the good work!
Lakeland	We control runoff with raingarden and large area of native prairie. Our bluff has less erosion due to grasses and native flowers than when tree prevented under growth.
Lakeland	We respect our river and our property, and our neighbors. New comers don't seem to understand the good future we have and that we need to be better stewards.
Lakeland shores	Want to maintain beach but prevent erosion
Lakeland shores	Small lot it would appear that we are one of very few that have not alot of trees on the river or bluff line.
Lake St. Croix Beach	The tree are beautiful- I see eagles daily. Some bluff work on buckthorn has been done. More needs to be done to get rid of invasive and more native plants, trees that have strong rooting systems be planted. They can replace plants, bushes and trees taken out.

Lake St. Croix Beach	Would like to see a set of steps put on the west side of berm between the two existing steps. So people don't get hurt trying to climb the berm.
Lake St. Croix Beach	We hired Natural Shore Tech to remove buckthorn and other invasive plants and replace them with pollinator friendly plants about 10 years ago so, our bluff is in good condition. Our roof was designed to direct rainwater away from the bluff.
Lake St. Croix Beach	My property is 1 block off the river with houses in between my land and the river.
Lake St. Croix Beach	level lot
Lake St. Croix Beach	Our property fronts on the river where it is a mile and a quarter wide and is vulnerable to wake and wind for erosion.
Lake St. Croix Beach	The river side of the berm from 19th - 13th needs to be cut shorter, it's full of big weeds, trees, etc. and looks awful.
Lake St. Croix Beach	This is a church. We would like to prevent erosion. Beyond that, our shoreline is too steep and is not in use.
Lake St. Croix Beach	My small home is 1/2 block from st. Croix. The neighbors 2 blocks away ( South of 18th street) have been dealing with high water. Pumping water back into river. Any plans for better dam/dike in St. Croix beach?
Lake St. Croix Beach	Unhappy with maintenance of bluff and invasive species.
Lake St. Croix Beach	Whole bank is nothing but invasive buckthorn, that st. croix beach city park will not let me cut down.
Lake St. Croix Beach	the city of USCB owns the property. Their only concern is the revenue collected from the beach.
Lake St. Croix Beach	Please advise more homeowners and CITY LEADERS with education about how "TRU-GREEN" "CHEM-LAWN" and regular lawns with mowed grass are contributing to river pollution and algae blooms. How intense motorized boats damage the shoreline.
St. Marys Point	Fallen leaves and branches float in during a flood for us to clean up. We get everyone's logs, branches, etc. that float down and end up on our beach.
St. Marys Point	I'm not on the riverway. I'm 1 block up. My property is slightly elevated from river.
St. Marys Point	Our property doesn't have shoreline. We live across the street from the St. Mary's beach shared by other residents.
St. Marys Point	what tree and shrubs to plant
St. Marys Point	My river access at this point is 10' wide. My property divided into 3 parcels; 2 with lots of shoreline and my current piece as a meadow.

St. Marys Point	There needs to be more supervision of what is happening at the shoreline. The rich do what they want including taking out important vegetation, introducing sand and other species from different areas for flood control that doesn't work.
St. Marys Point	We are located 1 block off the river.
St. Marys Point	Information on well water and sewage treatment options for beach properties.
St. Marys Point	We don't technically have Riverfront property.
St. Marys Point	We have a beach and no bluff. We do flood.
West Lakeland	We love the view and the wildlife. The riverfront strip in front (river edge) of our property mistakenly did not transfer. The DNR has designated a campsite on that strip that shows on Google maps, but has no access except on the river. We have native prairie, a permeable driveway and a raingarden. We do not use pesticides on our property or fertilize our bee lawn. We do have a lot of buckthorn.
West Lakeland	The bluff is buckthorn and weeds that I try to remove but it is so costly. Wish there was a answer to this.

**Do you have any recommendations for the Middle St. Croix Watershed Management Organization to consider including in its plan update?**

29 responses

Bayport	1. More signage when there is no wake. 2. Consider speed limit to reduce erosion, especially for the speedboats, and improve safety.
Bayport	leave natural, encourage wildlife
Bayport	Allow homeowner to cut down trees for their view of the river.
Bayport	YES, what are you trying to accomplish? Seems to me your main focus is on erosion. The answer is simple. 1. No wake zone should be reduced from 683' to something reasonable- 680' or less. No need to have 8' of water above pool stage. Boats safely navigate in summer at 675' which is pool stage. 2. Total ban on no wake above stillwater bridge. Take a look at all islands that have disappeared an loss of trees from speed boats throwing big wakes in high water times. 3. Investigate corp of engineers policy on maintenance of water levels on all rivers that affect St. Croix. Inform the people of this. Every spring we have floods, draw down rivers in winter to minimize spanish flooding. Their respose is probably that is we don't have spring flooding. we have to maintain navigatable waters for commercial traffic. Look into the facts- How often do we spring flooding? Every year are barges traveling or pushing their tows in high water. Probably not- get the facts not from bridge owners and large boat owners. So the easiest way to stop erosion is reduce no wake rule to 678 m so 99% of your questions will be addressed.

Lakeland	1. Light pollution should be addressed and light trespassing. There are ordinances in the county not being enforced and there has been a significant increase in light pollution in the river valley in recent years. This includes the updated lighting on the 194 bridge, as well home owners increasing use of patio lights and other non-darksky firendly lights. Lighting affects wildlife and makes the river less scenic. Fireflies have significantly reduced in areas on our property where neighbors light trespasses. 2. Lawn chemicals use in the riverway should be prohibited.
Lakeland	Keep the Lakeland beach as natural as it can be it's home to waterfowl in the winter- 8 other natural year round. Eagles, otters, groundhog,deer,rabbits even saw a bear. Keep that area along the river a no wake zone to prevent erosion.
Lakeland	Thanks for helping keep our river and st. croix valley beautiful! Diane Perkins 1363 old toll bridge lakeland, mn
	Riverfront owners value the river probably more than non-owners. Your organization should set the "vision" for the river. Then, promote possibilities for riverfront landowners toward action of that vision. Excessive regulation does not create community. We all want a community that appreciates the river and motivated to do our part in it'd maintenance. Set the vision and present the oppertunities to achieve it!!!
Lakeland	More oversight with consequences for in fractions. Proactive information with benefits to homeowners for the future health of the river, such as property values for a clean or dirty river. Wildlife and idead how to support it so it will stick around.
Lakeland shores	Trim trees for view but leave trees to protect from erosion.
Lakeland shores	Better enforcment of the river roads by the MSCWMO and the DNR.
Lake St. Croix Beach	1. Poison- stump painting 2. weep pulling 3. mulch areound new plants.
Lake St. Croix Beach	Stillwater & other communties should never host wakeboard competitions. Boat wake regulations should be based on realistic distances. Boatwakes can travel to erode beaches. Figure out how to prevent erosion from boatwakes by regulation of boat speeds in vulnerable areas and other methods.
Lake St. Croix Beach	maintain vegetation on river side of berm.
Lake St. Croix Beach	Give residents a list of plants and flowers the DNR recommends for watershed gardens. An online, go to spot would be great, especially.
Lake St. Croix Beach	1. Floodwater& strong waves pull native planting into st. croix river. 2. Unstable sandy soil does not support trees. 3. Leaving fallen branches and logs are a tripping hazard.
Lake St. Croix Beach	Conduct in person evaluations in participating dependently assess riverway conditions. Support legislation at the state legislature to reinstate the DNR for riverway ordinance enforcement. Conduct annual trainings for cities on riverway ordinance enforcement.

Lake St. Croix Beach	Focus on reducing algal blooms by working with upstream contributors. No more trees on bluffline that doesn't fix anything. Remove invasive species on bluff and riverway. Remove debris on shoreline too.
Lake St. Croix Beach	Maintenance plan and budget to manage invasive species.
Lake St. Croix Beach	100% jungle. No view of river, yet this is a city park!
Lake St. Croix Beach	YES, SEIZE OWNERSHIP OF THE ONE MILE STRETCH OF THE SHORELINE/ BLUFF THAT LSCB OWNS NOW AND RETURNS CUSTODY OF THE LAND TO THE ACOE FOR MANAGEMENT AND MAINTENANCE LIKE THE REST OF THE COMMUNITIES ALONG THE RIVERWAY.
Lake St. Croix Beach	1. Lower taxes to homeowners who have 75% trees on their bluff and shorelines. ( could use DNR Conservation inventory for land information.) 2. Tax incentives to homeowners who protect nearby shoreline and bluff (like across the street) riverside views, who plant trees and maintain Natural/healthy bluff lines and shore areas. ( pass legislation or implement this) 3. Free, limited permits to limit motorized water craft in designated scenic riverways. 4. Penalize residents and cities who destroy river bluffs shorelines with unsound practices.
St. Marys Point	A grant for a rain garden would be fantastic.
St. Marys Point	Keep in mind these are private properties and have been private for many years. Any new regulations need to respect the private property and use of the owners. Who already have interests in preserving the properties that exceed Grand Public.
St. Marys Point	Yes many people whose homes are on the water put herbicides and pesticides heavily on their lawns several times a summer. Also fertilizer. This is very harmful to the river and the well water.
St. Marys Point	coordination with DNR , army corp of engineers.
St. Marys Point	How do we control buck thorn without introducing chemicals into our river system? Some with creeping charlies. More education is needed. Also salt used during winter. Happens everywhere. Needs to be more collaboration with the city on these issues. Plow more. use sand.
St. Marys Point	Restrictions ( that are enforced!) on wakeboats-Not too close to shorelines.
St. Marys Point	Thank you for wanting to keep water clean and wildlife safe.
West Lakeland	It would be good to remove the campsite or make it clear that people cannot reach the site from land to avoid people attempting to cross private property.



## Matt Oldenburg-Downing

---

**From:** Angie Hong  
**Sent:** Monday, August 19, 2024 2:15 PM  
**To:** Karen Kill; Matt Oldenburg-Downing; Ron Moore; Matt Kline; Benjamin J. Elfelt; Craig Mell - Chisago SWCD (craig.mell@mn.nacdnet.net); Susanna Wilson Witkowski - Chisago County (susanna.wilson@chisagocounty.us); Michael Kinney; Adam Hjelm; Mike Isensee (mike.isensee@cmscwd.org); Joe Fox; Joanne Frane - Dellwood - City Clerk (cityhall@dellwood.us); Dave Adams; Tim Olson (Timothy.Olson@bolton-menk.com); Administrator/Clerk; Liz Finnegan; Tiffany Determan - Isanti SWCD (tdeterman@isantiswcd.org); Scott Soderman (scott.soderman@co.isanti.mn.us); Clark Schroeder (admin@lakeelmo.gov); Matthew Yokiell; Jacob Rife (jrife@cityofoakparkheights.com); Jim Romanik (jim.romanik@oakdalemn.gov); Kendra Sommerfeld; Sage Passi; Tina Carstens (tina@rwmwd.org); Jeff Dionisopoulos (jeff.dion@stpaulpark.org); Andrew Coyne; John Loomis (jloomis@ci.woodbury.mn.us); 'John Hanson'; Adriana Atcheson (Adriana.Atcheson@co.washington.mn.us); Jessica L. Collin-Pilarski (jessica.collin-pilarski@co.washington.mn.us); Carrie Seifert (townclerk@westlakeland.govoffice2.com); Vickie Keating (vkeating1@comcast.net); Guell, Benjamin; Steve Reeves; ntomczik@ricecreek.org  
**Cc:** Jay Riggs; Barbara Heitkamp; Jessica Sahu.Teli  
**Subject:** Updates for EMWREP 2025-27 Partner Agreement  
**Attachments:** 2025 EMWREP Budget.xlsx; 2025-27 EMWREP Work Plan.docx

Hello EMWREP Steering Committee Members –

As we approach the end of the summer, we would like to thank all of you for your long-term support for and commitment to our shared education program. I am beyond proud of the transformative change we have powered over the past 18 years, including:

- More than 20 lakes and streams delisted in Chisago and Washington Counties
- Nearly 4000 rural and urban conservation projects completed in Washington County
- Widespread public enthusiasm for native gardens, raingardens, and other water-friendly landscaping practices; and
- Thousands of local residents volunteering their time through programs such as Adopt-a-Drain, Adopt-a-Raingarden, and Minnesota Water Stewards

Your organizations have dedicated countless hours and millions of dollars in funds to protect and restore our local lakes, rivers and streams, and our EMWREP partnership has helped to fuel and support this work.

When the EMWREP steering committee met in February, members agreed to convene a sub-committee to develop an updated EMWREP Partner Agreement and funding structure for the next three years: 2025-2027. This subcommittee met several times over the year and worked together to develop a revised funding structure (attached) that will allow us to increase staffing from 1.5FTE to 2FTE in 2025. This funding structure will remain the same in future years, other than an annual cost-of-living increase.

Along with an updated budget, I am also including a Work Plan for 2025 that outlines ongoing programs (**black**) and additional services (**green**) to be provided. Based on EMWREP partner input, we plan to provide more education for city councils and planning commissions and expand our volunteer and community engagement work (including piloting a BIPOC youth mentorship program and working in partnership with Freshwater to recruit and train 1-2 new cohorts of Water Steward volunteers).

Please let Jay and I know if you have any major concerns. If not, we plan to send out individual partner agreements next week for you to bring to your councils and boards for approval.

Angie Hong  
Water Education Senior Specialist

East Metro Water Resource Education Program

Representing Brown's Creek, Carnelian Marine - St. Croix, Comfort Lake - Forest Lake, Middle St. Croix, Ramsey -Washington Metro, Rice Creek, South Washington and Valley Branch Watersheds; Chisago Lakes Improvement District; Afton, Bayport, Cottage Grove, Dellwood, Forest Lake, Grant, Lake Elmo, Hugo, Newport, Oak Park Heights, Oakdale, Stillwater, St. Paul Park, Willernie, West Lakeland, and Woodbury; Chisago, Isanti and Washington Counties; and the Chisago, Isanti and Washington Conservation Districts

C/O: Washington Conservation District  
455 Hayward Ave.  
Oakdale, MN 55128  
[angie.hong@mnwcd.org](mailto:angie.hong@mnwcd.org)  
Direct line: 651-796-2210  
[www.mnwcd.org/emwrep](http://www.mnwcd.org/emwrep)

**STAY IN TOUCH:**

**Blog:** [www.eastmetrowater.org](http://www.eastmetrowater.org)

**Social Media:** @mnnature\_awesome ( [TikTok](#), [Instagram](#), [Facebook](#) )

	Partner	2025 Contribution
Watershed Management Organizations	Browns Creek Watershed District	\$24,577.60
	Carnelian-Marine-St. Croix Watershed District	\$16,172.82
	Chisago Lakes Improvement District	\$8,022.74
	Comfort Lake – Forest Lake Watershed District	\$24,577.60
	Middle St. Croix Watershed Management Organization	\$8,022.74
	Ramsey-Washington Metro Watershed District	\$16,172.82
	Rice Creek Watershed District	\$24,577.60
	South Washington Watershed District	\$31,836.28
	Valley Branch Watershed District	\$24,577.60
	Counties	Chisago County
Isanti County		\$1,604.54
Washington County		\$16,300.18
Soil & Water Conservation Districts	Chisago Soil and Water Conservation District	\$8,022.74
	Isanti Soil and Water Conservation District	\$1,604.54
Cities & Townships	City of Afton	\$891.42
	City of Bayport	\$891.42
	City of Cottage Grove	\$3,438.31
	City of Dellwood	\$891.42
	City of Forest Lake	\$3,438.31
	City of Grant	\$891.42
	City of Hugo	\$3,438.31
	City of Lake Elmo	\$3,438.31
	City of Newport	\$891.42
	City of Oak Park Heights	\$891.42
	City of Oakdale	\$3,438.31
	City of St. Paul Park	\$891.42
	City of Stillwater	\$3,438.31
	City of Willernie	\$891.42
	City of Woodbury	\$3,438.31
	City of Wyoming	\$891.42
West Lakeland Township	\$891.42	

TOTAL	\$245,292.08
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## Objective 1: Engage public and private landowners to plant native landscapes and raingardens, especially in priority locations.

Components of this work include:

1. Educating and engaging urban, rural, and commercial landowners
2. Collaborating with schools and religious institutions
3. Developing targeted outreach campaigns
4. Identifying and making “big picture” connections
5. Training landscape contractors and professionals
6. Utilizing and supporting regional programs such as Blue thumb – Planting for Clean Water
7. Utilizing and supporting local, partner-led programs such as cost-share grants and site visits.

---

### Current program model & funding:

1. **Workshops for the public, focused on:**
  - Urban landowners
  - Rural landowners
2. **Base level support for targeted outreach that is partner-led** (ie. to support a one-time grant or during a 10yr watershed plan update)
3. **Base level support for outreach to schools and other large campuses** (partner-led) **and/or occasional programming** (as requested by schools)

---

### EMWREP 2.0:

1. **Proactive outreach to and collaboration with schools and other large campuses**

## Objective 2: Maintain and restore natural shorelines.

Components of this work include:

1. Educating and engaging shoreline landowners
2. Collaborating with lake associations
3. Training landscape contractors and professionals
4. Training realtors selling shoreline properties
5. Educating and engaging local leaders from cities, townships and counties to adopt enhanced shoreline ordinances
6. Utilizing and supporting local, partner-led programs such as cost-share grants and site visits.
7. Collaborating with external partners such as Minnesota DNR and MLRA

---

### Current program model & funding:

1. **Workshops for the public**
2. **Workshops for realtors**
3. **Workshops for contractors**
4. **Collaboration with lake associations**
5. **Base level support for targeted outreach that is partner-led** (ie. to support a one-time grant or during a 10yr watershed plan update)

## Objective 3: Promote conservation development.

Components of this work include:

1. Educating and engaging local leaders from cities, townships and counties to adopt MIDS.
2. Supporting local communities in natural resources planning to preserve open space, protect high quality and sensitive natural resources, and create/maintain habitat corridors.
3. Developing strategies for engaging builders and developers.
4. Developing educational materials for new homebuyers, especially those buying property to build or remodel on their own.

---

**Current program model & funding:**

1. **Workshops for local decision-makers (ie. St. Croix WOW series)**
2. **Presentations to councils and commissions, as requested**

---

**EMWREP 2.0:**

1. **Proactive outreach to councils and planning commissions** (Goal = At least one presentation every two years to each community)
  - a. Current funding through LSC for MIDS and shoreland ordinance updates
  - b. Could be expanded to include ordinance updates related to trees, soil health, native landscaping, etc.
  - c. In some locations, there is also a need for improved rules and/or enforcement
2. **Build relationships with builders and developers**
3. **Continued outreach and education for HOAs**
4. **Collaborate with citizen groups to advocate for conservation development**

## Objective 4: Minimize stormwater runoff pollution.

Components of this work include:

1. Creating and disseminating stormwater education materials to the general public
2. Training municipal staff and contractors
3. Supporting partners in meeting MS4 permit requirements
4. Engaging community residents through the Adopt-a-Drain program
5. Utilizing and supporting regional programs such as Watershed Partners

---

### Current program model & funding:

1. **Media & communications**
2. **Attend community events**
3. **Salt education for contractors and private property owners**
4. **Articles for city newsletters**
5. **SMART Salt training for municipal staff**
6. **Adopt a Drain**
7. **Stormwater U trainings for staff**

## Objective 6: Build social capacity for environmental change and strengthen community connections.

Components of this work include:

1. Building and nurturing partnerships with state and local government, non-profit organizations, sportsman groups, and community groups.
2. Engaging volunteers through programs such as Minnesota Water Stewards, Master Gardeners, AIS Detectors, Adopt-a-Drain, and Adopt-a-Raingarden.
3. Maintaining a robust community presence that utilizes multiple media platforms and communication strategies, including blog and newspaper articles, paper and e-newsletters, social media, websites, and community events.
4. Conducting audience research to understand knowledge, behaviors, barriers, and opportunities and guide development of effective outreach and engagement programs.

---

### Current program model & funding:

1. **Attend community events**
2. **Media and communications**
3. **Base level support for school and youth engagement** (ie. Children's Water Festival, occasional Scout programs, etc)
4. **Mentoring and engaging Water Stewards and other volunteers**
5. **Stakeholder engagement for plan updates**

---

### EMWREP 2.0:

1. **Proactive outreach to schools and youth groups for education and volunteer engagement.**
2. **Proactive outreach to new community groups and underserved populations**
3. **Development of a BIPOC Youth Mentorship program (goal to pilot in summer 2025)**
4. **Working in partnership with Freshwater to recruit and train 1-2 new cohorts of Water Steward volunteers**



## Additional opportunities for coordinated education support, in addition to EMWREP core services:

\*The following activities are limited to a smaller geographical area but could use similar outreach materials, strategies, or approaches.

1. Targeted outreach to priority neighborhoods or audiences
2. Welcome packets for new landowners

**AGREEMENT BETWEEN  
WASHINGTON CONSERVATION DISTRICT  
AND MEMBERS OF THE 2025-2027  
EAST METRO WATER EDUCATION PROGRAM (EMWREP)**

**A. PARTIES**

This Agreement is made and entered into by Washington Conservation District, hereinafter referred to as HOST, and members of the East Metro Water Education Program (EMWREP), hereinafter referred to individually as a PARTNER. A PARTNER is defined as an entity that executes this agreement, and this Agreement provides for the withdrawal or addition of PARTNERS to EMWREP. Eligible PARTNERS include counties, watershed organizations, lake improvement districts, and municipalities within the Twin Cities East Metro and Lower St. Croix Watershed of Minnesota.

**B. PURPOSE**

WHEREAS, the PARTNER and the HOST have a common objective of educating the citizens of the East Metro and Lower St. Croix Watershed about water resource, stormwater, and groundwater management in order to improve water quality; and

WHEREAS, the PARTNER has identified a need for education assistance; and

WHEREAS, counties, watershed organizations, lake improvement districts, and municipalities within the East Metro and Lower St. Croix Watershed have education components in their respective watershed management plans; and

WHEREAS, 25 communities in Washington County and 5 communities within the Lower St. Croix portions of Anoka, Chisago and Isanti Counties are required to obtain a Municipal Separate Storm Sewer System (MS4) Permit from the Minnesota Pollution Control Agency (MPCA), which requires nonpoint source pollution education; and

WHEREAS, the PARTNER agrees it is in its best interest to define its respective responsibilities and obligations; and

WHEREAS, the PARTNER agrees that collaborative efforts are needed to more effectively and efficiently deliver water resource education and meet MS4 permit education requirements; and

WHEREAS, the PARTNER requests assistance from the HOST to implement the policies specified in MINN. STAT. §§ 103A.206; and

WHEREAS, the HOST is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7.

NOW, THEREFORE, the PARTNER agrees as follows:

**C. TERM OF CONTRACT**

The term of this agreement shall be from January 1, 2025 to December 31, 2025 unless extended or terminated earlier as provided herein.

**D. MEMBERSHIP STRUCTURE**

In accordance to the program goals of collaboration and partnership, entities may become a PARTNER by signing the Signature Page at the end of this Agreement. A new PARTNER shall apply to the HOST and sign a separate contract and its signature page shall be attached to the original document. The HOST will coordinate with each PARTNER, update the project budget, and distribute it to each PARTNER.

Each PARTNER will assign a member to the EMWREP Steering Committee. This Committee will assist the EMWREP Coordinator and HOST to prepare the Annual Workplan, Annual Budget, and Annual Report. A Membership Summary will be included in the Annual Report prepared by the HOST.

#### **E. SCOPE OF SERVICES**

The HOST will perform for the PARTNER the services and furnish and deliver work products generally described in Exhibit A, attached and made part of this agreement. Services for a specific PARTNER will be defined in the Annual Workplan developed as described in Exhibit A. PARTNER-specific services will constitute approximately 15% of the total Annual Workplan. Eighty-five (85) percent of the total Annual Workplan will be committed to shared, multi-jurisdictional benefit educational activities.

#### **F. COST**

In full consideration for services under this agreement, the PARTNER shall provide its portion of the annual costs to the HOST in accordance with the executed Signature Page at the end of this Agreement. The total annual budget for the program is as shown in Exhibit B with contributions outlined in Paragraph G. If all PARTNER contributions total less than the Total Budget, educational material expenses not otherwise paid for will not be incurred. PARTNER's annual contribution may be increased from the amount stated in the Signature Page at the end of the Agreement only with approval of PARTNER's governing body.

#### **G. FUNDING STRUCTURE**

Each PARTNER is suggested to contribute annually in accordance with the following funding structure.

- County or SWCD (Population > 100,000): \$16,300/year
- County or SWCD (Population < 100,000): \$8,000/year
- County or SWCD partially within the Lower St. Croix watershed: \$1,600/year
- Small Watershed Districts (Taxable Market Value < \$1 Billion): \$16,000/year
- Medium Watershed Districts (TMV \$1-5 Billion): \$24,500/year
- Large Watershed Districts (TMV >\$5 Billion): \$32,000/year
- Watershed Management Organizations and Lake Improvement Districts: \$8,000/year
- Large MS4 Cities (Population > 5,000): \$3,500/year
- Small MS4 Cities (Population > 5,000): \$900/year

An annual COLA/inflation adjustment of 4% will be added for year 2 and year 3 of the agreement. In-kind matches from existing educational staff from within partner organizations are also encouraged. The WCD shall provide \$16,172.82 of in-kind match to the program per year. As shown in Exhibit B, PARTNER contributions will be reviewed and adjusted on an annual basis, as needed.

#### **H. PAYMENTS**

1. The services in Exhibit A provided by the HOST will be billed in accordance to Exhibit B. Invoices will be sent on a quarterly basis and will summarize the work performed. Invoices are payable within 60 days.
2. Office supplies, in-house reproduction expenses, and transportation are included in the overhead noted above. Out source reproduction, special bulk mailings and other direct costs beyond the actual current budget as established in accordance with the Annual Workplan (the combined contributions of each PARTNER) noted in Paragraph F are to be reimbursed at actual cost with prior approval from the PARTNERS.

## **I. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS**

During the performance of this Agreement, the HOST 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.

## **J. STANDARDS**

The HOST 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.

## **K. DATA PRIVACY**

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the HOST'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 HOST agrees to abide by these statutes, rules and regulations and as they may be amended.

## **L. AUDITS, REPORTS, AND MONITORING PROCEDURES**

The HOST 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 HOST which are relevant to the contract. The annual audit conducted for the Washington Conservation District that includes EMWREP activities.

## **M. INDEMNITY**

No party to this Agreement agrees to be responsible for the acts or omissions of another, its agents, officials, contractors or employees within the meaning of Minnesota Statutes section 471.59, subdivision 1a. Each PARTNER and HOST will hold harmless, defend and indemnify all other parties to this Agreement, their officers, board members, employees and agents for any and all damage, liability, cost or claim (including reasonable attorneys' fees) to the extent it is the result of its negligent act or of another action or inaction that is the basis for its liability in law or equity. The PARTNER agrees to provide proof of contractual liability insurance upon request. This paragraph does not constitute a waiver or otherwise diminish, any statutory or common law defense, immunity or limit on liability any PARTNER or HOST may enjoy as against any third party.

## **N. 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 HOST as the agent, representative, or employee of PARTNER organization for any purpose or in any manner whatsoever. The HOST is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The HOST 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 HOST or other person, while engaged in the performance of any work or services required by the HOST under this Agreement, shall have no contractual relationship with the PARTNER and shall not be considered employees of the PARTNER.

#### **O. 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 HOST and the PARTNER shall not require written approval. Contract extensions will be handled as a material alteration.

#### **P. 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 O 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.

#### **Q. TERMINATION**

This Agreement will commence when executed by HOST and all PARTNERS and will continue until terminated. The Agreement will commence with respect to each additional PARTNER on that PARTNER'S execution of a signature page acceding to the terms of the Agreement. This Agreement will terminate immediately upon completion of the activities enumerated herein and the program duration expires. Any party to this Agreement may withdraw participation on an agreement-year basis with 60 days written notice to HOST prior to the annual anniversary date of the Agreement, with the actual termination date falling on the anniversary date. Pro-rated contributions will be returned to the terminated or terminating PARTNER. The HOST will promptly notify all PARTNERS of any PARTNER's termination. Termination by any one PARTNER will not constitute the termination of this Agreement. If HOST determines that PARTNER termination has resulted in inadequate funds to deliver the work products generally described in Exhibit A, the HOST will terminate the Agreement effective the anniversary date unless adequate funds can be procured. Termination by the HOST will constitute termination of this Agreement in whole and pro-rated contributions will be returned to each PARTNER.

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

All property of the HOST or a PARTNER 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 HOST and the PARTNER providing the property. The HOST and PARTNERS shall jointly own and each party has the individual 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. Durable goods purchased by the HOST, such as office equipment and computers, shall remain the property of the HOST.

**CONTRACT BETWEEN  
WASHINGTON CONSERVATION DISTRICT  
AND MEMBERS OF EMWREP**

HOST: **Washington Conservation District**

PARTNER: **Middle St. Croix Watershed Management Organization**

Annual Contribution Amount: **\$6,685.62**

Contract start date: **January 1, 2025**

Contract end date: **December 31, 2025**

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

APPROVED:

PARTNER

HOST

BY: \_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title

BY: \_\_\_\_\_  
Name

BY: \_\_\_\_\_  
WCD Manager                                      Date

\_\_\_\_\_  
Title

Approval as to form and execution:

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **SCOPE OF SERVICES EMWREP**

#### HOST responsibilities:

1. Hire, employ and supervise Water Resource Educators that will successfully serve the education needs as prescribed herein.
2. Obtain financial reimbursement from each PARTNER as prescribed in this agreement.
3. Work in good faith to achieve the goals identified in this agreement.
4. Maintain a strict accounting of all financial transactions.
5. Develop and disseminate annual summaries of accomplishments and budgetary analysis to EMWREP partners.
6. Provide office space, office furniture, computer, transportation, and phone. Equipment purchased by the HOST will remain the property of the HOST following the term of this agreement.

#### PARTNER responsibilities:

1. Provide a single representative to the EMWREP Steering Committee. This person shall actively participate in the Steering Committee and assist in employee selection, Annual Workplan Development, and other tasks as needed.
2. Provide funds for the EMWREP Program described herein.
3. Provide appropriate and timely feedback to the HOST manager regarding the performance of the Water Resource Educator/s.
4. Share equipment, staff, and educational resources to facilitate Education Program planning and implementation.
5. As initiated by the HOST, discuss the progress of the Water Resource Educator/s and agree to take any action that is appropriate to ensure the successful fulfillment of project objectives.
6. Work with the Water Resource Educator/s to ensure that services are being used to address high priorities at the local level.

#### EMWREP staff responsibilities:

1. Prepare, coordinate, and revise EMWREP Work Plan annually with the EMWREP Steering Committee.
2. Review and advise PARTNERS annually on educational aspects relevant to their water plans.
3. Develop annual plan of work with the EMWREP Steering Committee. Workplan will reference MS4 education programs and PARTNERS water and education plans.
4. Implement annual work plan, including planning, implementing, evaluating, and reporting on such anticipated activities as presentations, workshops, in-field training, demonstration projects, and published materials.
5. Pursue grants and other funding sources to enhance the EMWREP Program.
6. Coordinate with "Watershed Partners" and other entities conducting water resource education efforts to minimize overlap and maximize effectiveness.
7. Maintain educational information share on website, social, media, and print communications.
8. Present papers as appropriate at professional meetings within Minnesota.
9. Prepare annual education report (which meets MS4 requirements) and conduct shared MS4 annual meetings for participating EMWREP members.

**EXHIBIT B  
BUDGET**

**SHARED WATER RESOURCE EDUCATION PROGRAM ANNUAL BUDGET**

<b>Staff Support and Overhead Expenses</b>	<b>Materials</b>	<b>Total</b>
\$187,685	\$15,000	<b>\$202,685</b>

**MEMBERSHIP STRUCTURE AND FUNDING CONTRIBUTIONS**

	<b>Partner</b>	<b>2025 Contribution</b>
Watershed Management Organizations	Browns Creek Watershed District	\$24,500
	Carnelian-Marine-St. Croix Watershed District	\$16,000
	Chisago Lakes Improvement District	\$8,000
	Comfort Lake – Forest Lake Watershed District	\$0
	Middle St. Croix Watershed Management Organization	\$6,685
	Ramsey-Washington Metro Watershed District	\$16,000
	Rice Creek Watershed District	\$6,000
	South Washington Watershed District	\$32,000
	Valley Branch Watershed District	\$24,500
Counties	Chisago County	\$8,000
	Isanti County	\$1,600
	Washington County	\$16,300
Soil & Water Conservation Districts	Chisago Soil and Water Conservation District	\$8,000
	Isanti Soil and Water Conservation District	\$1,600
Cities & Townships	City of Afton	\$900
	City of Bayport	\$900
	City of Cottage Grove	\$3,500
	City of Dellwood	\$900
	City of Forest Lake	\$3,500
	City of Grant	\$900
	City of Hugo	\$3,500
	City of Lake Elmo	\$3,500
	City of Newport	\$900
	City of Oak Park Heights	\$900
	City of Oakdale	\$3,500
	City of St. Paul Park	\$900
	City of Stillwater	\$3,500
	City of Willernie	\$900
	City of Woodbury	\$3,500
	City of Wyoming	\$900
	West Lakeland Township	\$900
	<b>TOTAL</b>	<b>\$202,685</b>



**AGREEMENT BETWEEN  
WASHINGTON CONSERVATION DISTRICT  
AND MEMBERS OF THE 2025-2027  
EAST METRO WATER EDUCATION PROGRAM (EMWREP)**

**A. PARTIES**

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**B. PURPOSE**

WHEREAS, the PARTNER and the HOST have a common objective of educating the citizens of the East Metro and Lower St. Croix Watershed about water resource, stormwater, and groundwater management in order to improve water quality; and

WHEREAS, the PARTNER has identified a need for education assistance; and

WHEREAS, counties, watershed organizations, lake improvement districts, and municipalities within the East Metro and Lower St. Croix Watershed have education components in their respective watershed management plans; and

WHEREAS, 25 communities in Washington County and 5 communities within the Lower St. Croix portions of Anoka, Chisago and Isanti Counties are required to obtain a Municipal Separate Storm Sewer System (MS4) Permit from the Minnesota Pollution Control Agency (MPCA), which requires nonpoint source pollution education; and

WHEREAS, the PARTNER agrees it is in its best interest to define its respective responsibilities and obligations; and

WHEREAS, the PARTNER agrees that collaborative efforts are needed to more effectively and efficiently deliver water resource education and meet MS4 permit education requirements; and

WHEREAS, the PARTNER requests assistance from the HOST to implement the policies specified in MINN. STAT. §§ 103A.206; and

WHEREAS, the HOST is authorized to enter agreements to provide such assistance pursuant to MINN. STAT. §§ 103C.331, SUBD. 3 and 7.

NOW, THEREFORE, the PARTNER agrees as follows:

**C. TERM OF CONTRACT**

The term of this agreement shall be from January 1, 2026 to December 31, 2027 unless extended or terminated earlier as provided herein.

**D. MEMBERSHIP STRUCTURE**

In accordance to the program goals of collaboration and partnership, entities may become a PARTNER by signing the Signature Page at the end of this Agreement. A new PARTNER shall apply to the HOST and sign a separate contract and its signature page shall be attached to the original document. The HOST will coordinate with each PARTNER, update the project budget, and distribute it to each PARTNER.

Each PARTNER will assign a member to the EMWREP Steering Committee. This Committee will assist the EMWREP Coordinator and HOST to prepare the Annual Workplan, Annual Budget, and Annual Report. A Membership Summary will be included in the Annual Report prepared by the HOST.

#### **E. SCOPE OF SERVICES**

The HOST will perform for the PARTNER the services and furnish and deliver work products generally described in Exhibit A, attached and made part of this agreement. Services for a specific PARTNER will be defined in the Annual Workplan developed as described in Exhibit A. PARTNER-specific services will constitute approximately 15% of the total Annual Workplan. Eighty-five (85) percent of the total Annual Workplan will be committed to shared, multi-jurisdictional benefit educational activities.

#### **F. COST**

In full consideration for services under this agreement, the PARTNER shall provide its portion of the annual costs to the HOST in accordance with the executed Signature Page at the end of this Agreement. The total annual budget for the program is as shown in Exhibit B with contributions outlined in Paragraph G. If all PARTNER contributions total less than the Total Budget, educational material expenses not otherwise paid for will not be incurred. PARTNER's annual contribution may be increased from the amount stated in the Signature Page at the end of the Agreement only with approval of PARTNER's governing body.

#### **G. FUNDING STRUCTURE**

Each PARTNER is suggested to contribute annually in accordance with the following funding structure.

- County or SWCD (Population > 100,000): \$16,300/year
- County or SWCD (Population < 100,000): \$8,000/year
- County or SWCD partially within the Lower St. Croix watershed: \$1,600/year
- Small Watershed Districts (Taxable Market Value < \$1 Billion): \$16,000/year
- Medium Watershed Districts (TMV \$1-5 Billion): \$24,500/year
- Large Watershed Districts (TMV >\$5 Billion): \$32,000/year
- Watershed Management Organizations and Lake Improvement Districts: \$8,000/year
- Large MS4 Cities (Population > 5,000): \$3,500/year
- Small MS4 Cities (Population > 5,000): \$900/year

An annual COLA/inflation adjustment of 4% will be added for year 2 and year 3 of the agreement. In-kind matches from existing educational staff from within partner organizations are also encouraged. The WCD shall provide \$16,172.82 of in-kind match to the program per year. As shown in Exhibit B, PARTNER contributions will be reviewed and adjusted on an annual basis, as needed.

#### **H. PAYMENTS**

1. The services in Exhibit A provided by the HOST will be billed in accordance to Exhibit B. Invoices will be sent on a quarterly basis and will summarize the work performed. Invoices are payable within 60 days.
2. Office supplies, in-house reproduction expenses, and transportation are included in the overhead noted above. Out source reproduction, special bulk mailings and other direct costs beyond the actual current budget as established in accordance with the Annual Workplan (the combined contributions of each PARTNER) noted in Paragraph F are to be reimbursed at actual cost with prior approval from the PARTNERS.

## **I. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS**

During the performance of this Agreement, the HOST 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.

## **J. STANDARDS**

The HOST 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.

## **K. DATA PRIVACY**

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the HOST'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 HOST agrees to abide by these statutes, rules and regulations and as they may be amended.

## **L. AUDITS, REPORTS, AND MONITORING PROCEDURES**

The HOST 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 HOST which are relevant to the contract. The annual audit conducted for the Washington Conservation District that includes EMWREP activities.

## **M. INDEMNITY**

No party to this Agreement agrees to be responsible for the acts or omissions of another, its agents, officials, contractors or employees within the meaning of Minnesota Statutes section 471.59, subdivision 1a. Each PARTNER and HOST will hold harmless, defend and indemnify all other parties to this Agreement, their officers, board members, employees and agents for any and all damage, liability, cost or claim (including reasonable attorneys' fees) to the extent it is the result of its negligent act or of another action or inaction that is the basis for its liability in law or equity. The PARTNER agrees to provide proof of contractual liability insurance upon request. This paragraph does not constitute a waiver or otherwise diminish, any statutory or common law defense, immunity or limit on liability any PARTNER or HOST may enjoy as against any third party.

## **N. 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 HOST as the agent, representative, or employee of PARTNER organization for any purpose or in any manner whatsoever. The HOST is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The HOST 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 HOST or other person, while engaged in the performance of any work or services required by the HOST under this Agreement, shall have no contractual relationship with the PARTNER and shall not be considered employees of the PARTNER.

#### **O. 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 HOST and the PARTNER shall not require written approval. Contract extensions will be handled as a material alteration.

#### **P. 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 O 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.

#### **Q. TERMINATION**

This Agreement will commence when executed by HOST and all PARTNERS and will continue until terminated. The Agreement will commence with respect to each additional PARTNER on that PARTNER'S execution of a signature page acceding to the terms of the Agreement. This Agreement will terminate immediately upon completion of the activities enumerated herein and the program duration expires. Any party to this Agreement may withdraw participation on an agreement-year basis with 60 days written notice to HOST prior to the annual anniversary date of the Agreement, with the actual termination date falling on the anniversary date. Pro-rated contributions will be returned to the terminated or terminating PARTNER. The HOST will promptly notify all PARTNERS of any PARTNER's termination. Termination by any one PARTNER will not constitute the termination of this Agreement. If HOST determines that PARTNER termination has resulted in inadequate funds to deliver the work products generally described in Exhibit A, the HOST will terminate the Agreement effective the anniversary date unless adequate funds can be procured. Termination by the HOST will constitute termination of this Agreement in whole and pro-rated contributions will be returned to each PARTNER.

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

All property of the HOST or a PARTNER 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 HOST and the PARTNER providing the property. The HOST and PARTNERS shall jointly own and each party has the individual 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. Durable goods purchased by the HOST, such as office equipment and computers, shall remain the property of the HOST.

**CONTRACT BETWEEN  
WASHINGTON CONSERVATION DISTRICT  
AND MEMBERS OF EMWREP**

HOST: **Washington Conservation District**

PARTNER: **Middle St. Croix Watershed Management Organization**

Annual Contribution Amount\*: **2026: \$8,320**  
**2027: \$8,652**

*\*An annual COLA/inflation adjustment of 4% will be added for year 2 and year 3 of the agreement.*

Contract start date: **January 1, 2026**

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

APPROVED:

PARTNER

HOST

BY: \_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title

BY: \_\_\_\_\_  
Name

BY: \_\_\_\_\_  
WCD Manager                                      Date

\_\_\_\_\_  
Title

Approval as to form and execution:

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **SCOPE OF SERVICES EMWREP**

#### HOST responsibilities:

1. Hire, employ and supervise Water Resource Educators that will successfully serve the education needs as prescribed herein.
2. Obtain financial reimbursement from each PARTNER as prescribed in this agreement.
3. Work in good faith to achieve the goals identified in this agreement.
4. Maintain a strict accounting of all financial transactions.
5. Develop and disseminate annual summaries of accomplishments and budgetary analysis to EMWREP partners.
6. Provide office space, office furniture, computer, transportation, and phone. Equipment purchased by the HOST will remain the property of the HOST following the term of this agreement.

#### PARTNER responsibilities:

1. Provide a single representative to the EMWREP Steering Committee. This person shall actively participate in the Steering Committee and assist in employee selection, Annual Workplan Development, and other tasks as needed.
2. Provide funds for the EMWREP Program described herein.
3. Provide appropriate and timely feedback to the HOST manager regarding the performance of the Water Resource Educator/s.
4. Share equipment, staff, and educational resources to facilitate Education Program planning and implementation.
5. As initiated by the HOST, discuss the progress of the Water Resource Educator/s and agree to take any action that is appropriate to ensure the successful fulfillment of project objectives.
6. Work with the Water Resource Educator/s to ensure that services are being used to address high priorities at the local level.

#### EMWREP staff responsibilities:

1. Prepare, coordinate, and revise EMWREP Work Plan annually with the EMWREP Steering Committee.
2. Review and advise PARTNERS annually on educational aspects relevant to their water plans.
3. Develop annual plan of work with the EMWREP Steering Committee. Workplan will reference MS4 education programs and PARTNERS water and education plans.
4. Implement annual work plan, including planning, implementing, evaluating, and reporting on such anticipated activities as presentations, workshops, in-field training, demonstration projects, and published materials.
5. Pursue grants and other funding sources to enhance the EMWREP Program.
6. Coordinate with "Watershed Partners" and other entities conducting water resource education efforts to minimize overlap and maximize effectiveness.
7. Maintain educational information share on website, social, media, and print communications.
8. Present papers as appropriate at professional meetings within Minnesota.
9. Prepare annual education report (which meets MS4 requirements) and conduct shared MS4 annual meetings for participating EMWREP members.

**EXHIBIT B  
BUDGET**

**SHARED WATER RESOURCE EDUCATION PROGRAM ANNUAL BUDGET**

<b>Year</b>	<b>Staff Support and Overhead Expenses</b>	<b>Materials</b>	<b>Total</b>
2026	\$222,640	\$15,000	<b>\$237,640</b>
2027	\$232,145	\$15,000	<b>\$247,145</b>

**MEMBERSHIP STRUCTURE AND FUNDING CONTRIBUTIONS**

	<b>Partner</b>	<b>2026 Contribution</b>	<b>2027 Contribution</b>	
Watershed Management Organizations	Browns Creek Watershed District	25480	26499.2	
	Carnelian-Marine-St. Croix Watershed District	16640	17305.6	
	Chisago Lakes Improvement District	8320	8652.8	
	Comfort Lake – Forest Lake Watershed District	25480	26499.2	
	Middle St. Croix Watershed Management Organization	8320	8652.8	
	Ramsey-Washington Metro Watershed District	16640	17305.6	
	Rice Creek Watershed District	6240	6489.6	
	South Washington Watershed District	33280	34611.2	
	Valley Branch Watershed District	25480	26499.2	
	Counties	Chisago County	8320	8652.8
Isanti County		1664	1730.56	
Washington County		16952	17630.08	
Soil & Water Conservation Districts	Chisago Soil and Water Conservation District	8320	8652.8	
	Isanti Soil and Water Conservation District	1664	1730.56	
Cities & Townships	City of Afton	936	973.44	
	City of Bayport	936	973.44	
	City of Cottage Grove	3640	3785.6	
	City of Dellwood	936	973.44	
	City of Forest Lake	3640	3785.6	
	City of Grant	936	973.44	
	City of Hugo	3640	3785.6	
	City of Lake Elmo	3640	3785.6	
	City of Newport	936	973.44	
	City of Oak Park Heights	936	973.44	
	City of Oakdale	3640	3785.6	
	City of St. Paul Park	936	973.44	
	City of Stillwater	3640	3785.6	
	City of Willernie	936	973.44	
	City of Woodbury	3640	3785.6	
	City of Wyoming	936	973.44	
	West Lakeland Township	936	973.44	
		<b>TOTAL</b>	<b>237640</b>	<b>247145.6</b>

# MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

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



## MSCWMO PROJECT REVIEW PROCESS –SINGLE RESIDENTIAL LOT SUBMITTAL TIMING

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 2023.

### 2024 PROJECT REVIEW IMPORTANT DATES

<b>Pre-Application Meeting Deadline*</b>	<b>Submittal Deadline</b>	<b>MSCWMO Board Meeting</b>
December 12 <sup>th</sup> , 2024	December 19 <sup>th</sup> , 2024	January 9 <sup>th</sup> , 2025
January 16 <sup>th</sup> , 2025	January 23 <sup>rd</sup> , 2025	February 13 <sup>th</sup> , 2025
February 13 <sup>th</sup> , 2025	February 20 <sup>th</sup> , 2025	March 13 <sup>th</sup> , 2025
March 13 <sup>th</sup> , 2025	March 20 <sup>th</sup> , 2025	April 10 <sup>th</sup> , 2025
April 10 <sup>th</sup> , 2025	April 17 <sup>th</sup> , 2025	May 8 <sup>th</sup> , 2025
May 15 <sup>th</sup> , 2025	May 22 <sup>nd</sup> , 2025	June 12 <sup>th</sup> , 2025
June 12 <sup>th</sup> , 2025	June 19 <sup>th</sup> , 2025	July 10 <sup>th</sup> , 2025
July 12 <sup>th</sup> , 2025	July 24 <sup>th</sup> , 2025	August 14 <sup>th</sup> , 2025
August 14 <sup>th</sup> , 2025	August 21 <sup>st</sup> , 2025	September 11 <sup>th</sup> , 2025
September 11 <sup>th</sup> , 2025	September 18 <sup>th</sup> , 2025	October 9 <sup>th</sup> , 2025
October 16 <sup>th</sup> , 2025	October 23 <sup>rd</sup> , 2025	November 13 <sup>th</sup> , 2025
November 13 <sup>th</sup> , 2025	November 20 <sup>th</sup> , 2025	December 11 <sup>th</sup> , 2025

\* *Not required*





**TO:** Middle St. Croix WMO Board of Managers  
**FROM:** Matt Oldenburg-Downing, Administrator  
**DATE:** October 4, 2024  
**RE:** 7b.)Preliminary Permit Fee Review

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The WMO conducts permit reviews for projects that trigger our requirements. A fee is charged to the applicant for this review that is set annually by the Board and is representative of the typical cost of such reviews.

At the September 12<sup>th</sup> regular meeting, the Board directed staff to conduct a preliminary review of fee overages ahead of the typical annual review. That review has been completed through the August billing cycle and identified two items of note. Over half of the 2024 expenditures were for services provided that do not generate a fee. One after the fact review in the City of Bayport far exceeded the fee, and should be closed out for the year.

Staff recommends the Board authorize the Administrator to prepare and send an invoice for overage fees incurred on the 395 Lake review to the City of Bayport for \$1,486.75.



TO: Middle St. Croix Board of Managers  
FROM: Tara Kelly, Landscape Restoration Specialist, Washington Conservation District  
DATE: Oct 2, 2024  
RE: Deziel Native Planting

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Bayport resident Sarah Deziel applied for the Landscaping for Habitat Grant to install native herbaceous perennials and shrubs in a native planting on her property. The planting was approximately 350 sq ft in size and install 119 native flowers, grasses, sedges and shrubs. The total cost for the native plants is \$344.81.

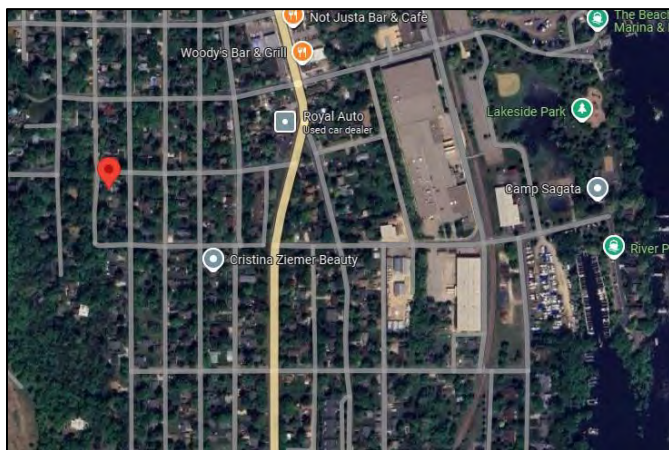
**Project Estimate:** \$1050.00

**Amount of Phosphorus removed:** n/a

**Cost Share requested:** \$250.00

**Requested Board Action:** Motion by Board Member 1, seconded by Board Member 2, to approve final payment of \$250.00 cost share for the installation of Deziel Native Planting project at 206 5<sup>th</sup> St. S in Bayport.

**Location & Photos:**





**TO:** Middle St. Croix Board of Managers  
**FROM:** Brett Stolpestad, Landscape Restoration Specialist, Washington Conservation District  
**DATE:** October 2<sup>nd</sup>, 2024  
**RE:** Request for Reimbursement – Carlson Erosion Prevention & Buffer Enhancement

West Lakeland Township resident Pamela Carlson received a \$250 Landscaping for Habitat Grant in April to enhance the outlet of a municipal stormwater pipe emptying into the backyard using native vegetation (for erosion prevention) in conjunction with woodland buffer planting adjacent to the outlet for habitat enhancement. The Carlson’s purchased and installed 21 native perennial wildflowers and shrubs. The total cost for the native plants was \$306.04

**Project Estimate:** \$4,152.75  
**Actual Expenditure:** \$306.04  
**Cost Share Encumbered:** \$250.00

**Requested Board Action:** Motion by Board Member 1, seconded by Board Member 2, to approve final payment of \$250.00 cost share for the installation of the Carlson Erosion Prevention & Buffer Enhancement project at 1266 Paris Trl N.

**Location & Photos:**





**TO:** Matt Oldenburg-Downing, Administrator  
**FROM:** Rebecca Nestingen, PE  
**DATE:** October 4, 2024  
**RE:** **9a) Plan Reviews/Submittals**

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

- **Bayport Elementary School.** Submittal items were received on August 21<sup>st</sup>, 2024 for proposed Bayport Elementary School within the MSCWMO boundaries and the City of Bayport. The proposed project qualifies for full review under the MSCWMO 2015 Watershed Management Plan (WMP) since it involves disturbance of approximately 11.6 acres and 4.2 acres of new/reconstructed impervious surfaces. The project site is within a high vulnerability drinking water source management area (DWSMA), however outside of the emergency response area (ERA) and so the applicant completed a higher level of engineering review to determine if infiltration is appropriate for the site. On October 3<sup>rd</sup> the City of Bayport approved the higher level of engineering review and deemed it appropriate to utilize infiltration on site. The designers are currently revising the design to incorporate appropriate infiltration practices.
- **Outdoor Truck Storage.** A submittal for conversion of a junkyard to an outdoor truck storage lot at 2910 Quant Ave N in West Lakeland Township was received on September 4<sup>th</sup>. The proposed project involved removing buildings, expanding the gravel surface, and topdressing the existing gravel surface. The proposed new impervious surface of 5632 sf is below the 6000 sf threshold triggering compliance with permanent stormwater management however the site is partially within the Lower St. Croix Riverway which has a lower threshold of 500 sf of new impervious triggering permanent stormwater management. MSCWMO staff requested that the applicant submit a plan for stormwater management of the new impervious or reduce the new impervious within the St. Croix Riverway to stay below 500 sf and 6000 sf total for the site.
- **Mister Car Wash.** A previously approved plan for the Mister Car Wash project proposed SAFL Baffles for pretreatment throughout the site but has run into issues with Minnesota Department of Labor and Industry (DoLI) approving the use of SAFL Baffles citing that they do not meet plumbing code. The designers reached out for suggestions of other acceptable alternative products for pretreatment that meet MSCWMO pretreatment standards. The designers have proposed the alternative product to DoLI.



## Erosion & Sediment Control Compliance Summary & Corrective Action Notice

**Inspector Name:** Aaron DeRusha **Inspection Date:** 09/25/2024

**Project Name:** Hills of Spring Creek **Project Address:**

**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 <b>in full compliance</b> . All practices are in place and the site is well maintained.
<input type="checkbox"/> B	The site is <b>in compliance</b> , but normal maintenance activities are required.
<input checked="" type="checkbox"/> C	The site is <b>not in compliance</b> . Maintenance or supplemental practices are required.
<input type="checkbox"/> D	The site is <b>not in compliance</b> . 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 <b>severe non-compliance</b> . 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. Stabilize swales 200 ft back on either side of culvert within 24 hours.
2. Temporarily or permanently stabilize all exposed soils recently graded within 14 days.

**General Comments or Potential Areas of Future Concern:**

Appears to be turbid water discharge to wetland on neighboring property at 14124 45th St N, Baytown Twp. Spoke with development representative Matt Hieb on site about the discharge. Area around culvert has been seeded and blanketed, sediment trap installed at culvert inlet. These actions will reduce the risk of future discharges. The culvert is a point of discharge from the project, and as such the swales draining to the culvert should be stabilized 200 feet back on either side within 24 hours, or the culvert taken offline by plugging. Recommended expanding size of sediment trap, plugging culvert with a balloon for increased capacity, implementing rock or slope checks in swales draining to trap, and seeding and mulching all exposed soils as soon as possible.

**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
<b>Erosion Prevention Requirements:</b>				
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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pipe outlets have energy dissipation (within 24 hours of connection)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Construction phasing in accordance with the approved plan is being followed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Areas not to be disturbed are marked off (flags, signs, ect.)	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
<b>Sediment Control Requirements:</b>				
Perimeter sediment controls are installed properly on all down gradient perimeters	<input checked="" type="checkbox"/>	<input 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"/>
<b>Maintenance and Inspection Requirements:</b>				
Previously stabilized areas are maintaining ground cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input 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 type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Tracked sediment is being removed within 24 hours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Surface waters, ditches, conveyances, and discharge points have been inspected	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Other Requirements:</b>				
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

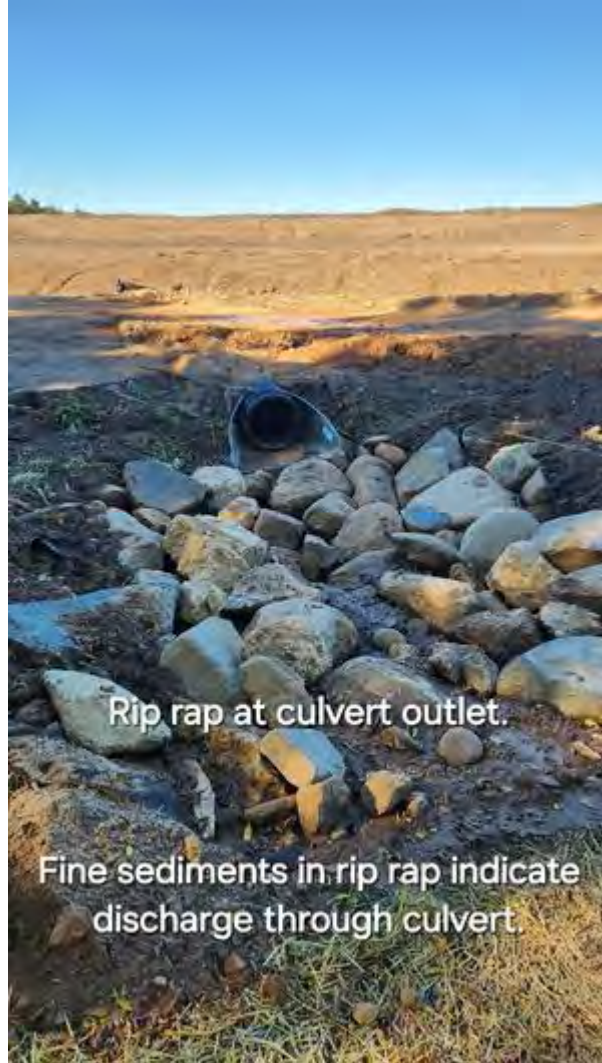


Culvert recently installed and stabilized with blanket and rip rap.



Extremely turbid water in wetland on neighboring property.

## Erosion & Sediment Control Compliance Summary & Corrective Action Notice



# Erosion & Sediment Control Compliance Summary & Corrective Action Notice



# Erosion & Sediment Control Compliance Summary & Corrective Action Notice



Very large area draining to trap and culvert. Exposed soils should be seeded and mulched as soon as possible. Also discussed adding rock or slope checks to swales leading to sediment trap.



## Erosion & Sediment Control Compliance Summary & Corrective Action Notice

**Inspector Name:** Aaron DeRusha **Inspection Date:** 10/07/2024

**Project Name:** Baylon Residence **Project Address:** 165 Lakeland Shores Rd

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

**Corrective Action(s) Required:**

**General Comments or Potential Areas of Future Concern:**

Site is compliant with recommendations made for bluff setback remediation. Six native clethra shrubs and several plantings of little bluestem were planted adjacent to the concrete steps. Two irrigation lines were noted as capped, and no sprinkler heads in the bluff setback were observed. Sod is in place on all other previously disturbed soils.

**Were any discharges observed during this inspection?**  No  Yes

## Erosion & Sediment Control Compliance Summary & Corrective Action Notice

	Compliant	Non-compliant	Under Review	Not Inspected
<b>Erosion Prevention Requirements:</b>				
Soils are stabilized where no construction activity has occurred for 14 days (including stockpiles)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disturbance of steep slopes has been minimized or stabilization practices designed for steep slopes are used	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Areas not to be disturbed are marked off (flags, signs, ect.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Sediment Control Requirements:</b>				
Perimeter sediment controls are installed properly on all down gradient perimeters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Appropriate BMPs are installed protecting inlets, catch basins, and culvert inlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Erodible stockpiles have perimeter control in place	<input type="checkbox"/>	<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 type="checkbox"/>	<input checked="" type="checkbox"/>
Soil compaction is minimized where applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Maintenance and Inspection Requirements:</b>				
Previously stabilized areas are maintaining ground cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Perimeter controls are maintained and functioning properly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Inlet protection devices are maintained and adequately protecting inlets	<input type="checkbox"/>	<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 type="checkbox"/>	<input checked="" type="checkbox"/>
Vehicle tracking BMPs are in place at site exits and are maintained/functioning properly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tracked sediment is being removed within 24 hours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Surface waters, ditches, conveyances, and discharge points have been inspected	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other Requirements:</b>				
Pollution prevention management measures for solid waste, hazardous materials, concrete and truck washing are in place	<input type="checkbox"/>	<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 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 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 type="checkbox"/>	<input checked="" type="checkbox"/>
If required, buffer monumentation has been installed	<input type="checkbox"/>	<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:



# MIDDLE ST. CROIX WATERSHED MANAGEMENT ORGANIZATION

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



## Staff Report- September 2024

### Administration

- Prepared October meeting materials
- Participated in Lower St. Croix Partnership meetings
- Participated in EMWREP Funding Structure Meetings
- Prepared County Budget Summary Materials

### Project Reviews

- Bayport Elementary – **INFORM**
- Outdoor Truck Storage – **INFORM**
- Mister Car Wash – **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 pending another TAC meeting being held. The bluffland resident survey was completed and results are scheduled to be presented at the October board meeting. Task – 2 Implementation, Prioritization, and Actions is in progress. An inventory and assessment of existing BMPs and mapping of MSCWMO's features has been completed and is being compiled into a report for an appendix of the plan. Preliminary ideas and concept for capital improvement projects was presented to the Board in August. MSCWMO performance standards have been reviewed and preliminary suggested revisions have been presented to the Administrator. Task 3 – Plan Composition is underway with drafting of the management plan started. All require figures and tables completed, as well as the introduction and inventory and assessment of resources and the public involvement and development of issues. The regulatory framework section is in progress.

**Staff:** Rebecca Nestingen, MSCWMO Engineer

### Lake St. Croix Small Communities Phosphorus Reduction Grant – PHASE II

**Description:** \$158,000 grant for stormwater quality improvement south of Bayport (2021-2023). Implement practices in the LSCD South SWA area to achieve a load reduction of up to 7lbs of TP/yr.

**Activities This Month:** Minor repairs were made to the Lakeland Beach post June flood. Final planting of the Lakeland Beach project was completed in September.

**Staff:** Brett Stolpestad - WCD; Matt Oldenburg-Downing - MSCWMO

### Water Monitoring Program



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**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. 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 deployed to monitor the Perro Diversion and Perro Diversion Overflow sites. Six base grab, one storm grab, and four storm composite samples have been collected at Perro Creek Diversion Structure. Lake monitoring is underway with the twelve samples having been collected on Lily and McKusick Lakes. Lake elevation gages continue to be read in Lily and McKusick Lakes, and Brick Pond is being read by a citizen volunteer. The macrophyte surveys on Lily and McKusick are complete. The data is being compiled into a report currently.

**Staff:** Rebecca Oldenburg-Downing, WCD; Aaron DeRusha, 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:** Follow up for remediation of the 165 Lakeland Shores Rd-Baylon project occurred and recommendations including removal of irrigation lines, installation of deep rooted shrubs, and no further work on the bluff line were provided. A follow up inspection will occur to ensure all corrective actions were taken. A site meeting and assistance with the sizing, placement, and planting of the rain garden for the 1699 Rivercrest Rd- Beske project was provided. An investigation after a resident complaint of an off-site sediment discharge from the Hills of Spring Creek development in Baytown Township was conducted. Turbid water was found to have been discharged to a wetland on neighboring property via exposed slopes and a culvert under a walking trail. The issue was discussed on site with a development representative, and recommendations to immediately stabilize the area draining to the culvert and expand an existing sediment trap were provided. It was also recommended the development self-report the discharge to the MN State Duty Officer, as required by the state construction stormwater permit. Guidance was provided on the Perro Creek restoration project.

**Staff:** Aaron DeRusha, WCD

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## **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 clean out at Lily Lake and Stillwater Country Club.

**Staff:** Cameron Blake, WCD

## **Small Scale Habitat & Water Quality Enhancement Projects**

**Description:** The WCD applied for 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 Enhancement Landscape Pilot (HELP) Grant, and continued support for private shoreline enhancement.

**Activities This Month:** Work to stabilize a 300 linear-foot stretch of Perro Creek in Bayport has commenced with \$5,000 in cost share support from the MSCWMO and \$20,000 contributed by the Washington Conservation District using FY22 Clean Water Fund dollars. Installation is expected to be completed by the second week of October. Additionally, a volunteer planting event was held on September 20<sup>th</sup> to continue buffer restoration efforts in Lake St. Croix Beach.

**Staff:** Brett Stolpestad, WCD

## **Meetings**

- EMWREP Coordination – September 12<sup>th</sup>
- Inspections Coordination – September 12<sup>th</sup>
- 10 Point Road Pre-App – September 13<sup>th</sup>
- Bayport Elementary DWSMA – September 17<sup>th</sup>
- 165 Lakelands Shores Road Follow Up – September 18<sup>th</sup>
- Bayport Staff Meeting – September 23<sup>rd</sup>
- LSC Advisory Committee – September 25<sup>th</sup>
- 95 Lakeland Shores Road Pre-App – September 26<sup>th</sup>
- 836 Minnesota Street Pre-App – October 1<sup>st</sup>