



SOUTH WASHINGTON WATERSHED DISTRICT

**South Washington Watershed District-Regular Meeting
Tuesday, May 13, 2025 6:00 p.m.
City of Woodbury Public Works building
2301 Tower Drive**

AGENDA

- 1) Call to Order and Setting of Agenda
- 2) Public Open Forum
- 3) Consent Agenda
- 4) Manager Reports
 - a) Oath of Office-Kevin ChapdeLaine and David Filipiak
- 5) Administrator's Report
 - a) Project Update
 - b) Agreements Authorized by Administrator
- 6) 2025 Stormwater Utility Fee Undercharges, Resolution #2025-003
 - a) Discussion: 2025 Stormwater Utility Fee Undercharges
 - b) Decision: Resolution #2025-003
- 7) Abdo Payroll and Accounting Services Contracts
 - a) Discussion: Abdo Payroll and Accounting Services Contracts
 - b) Decision: Abdo Payroll and Accounting Services Contracts
- 8) 2024 SWWD Financial Audit
 - a) Discussion: 2024 SWWD Financial Audit
 - b) Decision: 2024 SWWD Financial Audit
- 9) Lower St. Croix River Watershed Partnership
 - a) Discussion: Lower St. Croix Comprehensive Management Plan Amendments
 - b) Decision: Lower St. Croix Comprehensive Management Plan Amendments
 - c) Discussion: LSC FY23 WBIF Grant Workplan Revisions
 - d) Decision: LSC FY23 WBIF Grant Workplan Revisions
- 10) Lake and Middleton School Campus 2025 Maintenance Contract, Edge Ecosystems
 - a) Discussion: Lake and Middleton School Campus 2025 Maintenance Contract, Edge Ecosystems

Post Until 5/14/2025

- b) Decision: Lake and Middleton School Campus 2025 Maintenance Contract, Edge Ecosystems
- 11) Grey Cloud and Cottage Grove School Campus Maintenance Change Order 1, Prairie Restorations, Inc
 - a) Discussion: Change Order 1, Prairie Restorations, Inc
 - b) Decision: Change Order 1, Prairie Restorations, Inc
- 12) Cost Share Contract with Washington Conservation District for Carpenter Nature Center
 - a) Discussion: Cost Share Contract with WCD
 - b) Decision: Cost Share Contract with WCD
- 13) Hasenbank Stormwater Park Crane Access – Contract with Valley Creek Management
 - a) Discussion: Contract with Valley Creek Management
 - b) Decision: Contract with Valley Creek Management
- 14) Glacial Valley Park Trail Repair – Contract with MNL
 - a) Discussion: Contract with MNL
 - b) Decision: Contract with MNL
- 15) Future Business and Meetings
 - a) Board Workshop and Regular Meeting, May 13, 2025 5pm
 - b) Regular Board Meeting, Tuesday, June 10, 2025 6pm
 - c) SWWD TAC Meeting, Wednesday, June 11, 2025, 9-11am, Cottage Grove Glacial Valley Park
 - d) Hasenbank Stormwater Park Opening, Thursday, June 12, 2025 4-6pm
 - e) SWWD CAC Meeting, Tuesday, June 24, 2025 5:30pm
 - f) Minnesota Watersheds Summer Tour, Roseau River Watershed, June 24-26, 2025
 - g) Regular Board Meeting, Tuesday, July 8, 2025 6pm
 - h) St. Croix River Workshop on the Water, Taylors Falls, July 30 5:30-8:30
- 16) Adjourn

Consent Agenda-May 13, 2025

- a) Approval of Minutes
 - i) 4/08/2025 Regular Meeting
- b) Treasurers Report
 - i) Accounts payable
 - ii) Financials year to date and Fund Balances
 - iii) Brian Johnson Per Diem
- c) Calendar/Meetings
 - i) Board Workshop and Regular Board Meeting, Tuesday, May 13, 2025 5pm
 - ii) Regular Board Meeting, Tuesday, June 10, 2025 6pm
 - iii) SWWD TAC Meeting, Wednesday, June 11, 2025, 9-11am, Cottage Grove Glacial Valley Park

Post Until 5/14/2025

- iv) Hasenbank Stormwater Park Opening, Thursday, June 12, 2025 4-6pm
 - v) SWWD CAC Meeting, Tuesday, June 24, 2025 5:30pm
 - vi) Minnesota Watersheds Summer Tour, Roseau River Watershed, June 24-26, 2025
 - vii) Regular Board Meeting, Tuesday, July 8, 2025 6pm
 - viii) St. Croix River Workshop on the Water, Taylors Falls, July 30 5:30-8:30
- d) Development Reviews
- i) Final
 - (1) None
 - ii) On Going
 - (1) La Lake/Bailey Meadows, Newport
 - (2) Cherrywood/Cherry Meadow, Newport/Woodbury
 - (3) Lake Elmo WTP, Lake Elmo
 - iii) New
 - (1) None
- e) Wetland Conservation Act
- i) Notice of Decision-Cottage Grove Ravine Park Outlet
- f) Cost Share Program
- i) Application-Dustin Agnew, Afton-\$500.00
 - ii) Application-Thomas Fierst, Afton-\$500.00
 - iii) Application-Holly Higgins, Woodbury-\$500.00
 - iv) Application-Brianna Oksal, Woodbury-\$500.00
 - v) Payment Steve Miller, AG BMP Cover Crop year 2-\$1,290.00
- g) Miscellaneous Correspondence

Post Until 5/14/2025



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Consent Agenda Item a
Title: SWWD Board Minutes	Board Action Requested: Approval of Minutes: 4/8/2025 Regular Meeting	Required Signatures SWWD Secretary
Reviewed by: JHL		
Background/Justification:		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: N/A		Comments:
Fund N/A	Explanation	Fund Balance: N/A
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments

**Regular Meeting
South Washington Watershed District
Tuesday, April 8, 2025 6:00 p.m.
City of Woodbury Public Works Building**

1. Call to Order and Setting of Agenda

Manager Doucette called the meeting to order at 6:00 pm. A motion was made by Manager ChapdeLaine to approve the Agenda. Manager Johnson seconded. Motion carried unanimously.

Roll Call:

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

Staff:

- John Loomis, Administrator
- Melissa Imse, Operations Manager
- Kyle Axtell, Watershed Project Manager
- Abby Tekiela, Water Resources Program Coordinator
- Tony Randazzo, Watershed Restoration Specialist

Others:

- Jack Clinton, SWWD Attorney
- Mary Ellen Reihsen, SWWD Attorney
- Urban Landreman

2. Public Open Forum. None.

3. Consent Agenda

Items on the Consent Agenda include: March 11, 2025 Regular Board Meeting minutes, March 26, 2025 Special Meeting minutes, March Claims Roster and Treasurer's Report: accounts payable \$283,063.89, accounts receivable \$40,549.87, 4M fund balance \$9,877,470.90, Kevin ChapdeLaine Per Diem Calendar of Events, Development Reviews, Wetland Conservation Act, Cost Share, and Miscellaneous Correspondence. A motion was made by Manager ChapdeLaine to approve the Consent Agenda. Manager Stephens seconded. Motion carried unanimously.

4. Manager's Report

Manager Doucette—None.

Manager Stephens—Manager Stephens reported that she attended the SWWD Citizens Advisory Committee meeting.

Manager ChadeLaine—None.

Manager Madigan—Manager Madigan reported that he attended the Minnesota Watersheds membership meeting.

Manager Johnson—Manager Johnson reported that he attended the Minnesota Watersheds membership meeting.

5. Administrator Report

SWWD Project Updates. Included in the board packet are project updates on: Trout

Brook, Glacial Valley Park and Open space, Campus Greening, Wilmes Lake Alum Treatment Facility, Hasenbank Woods/Powers Lake BMP, Markgrafs Lake Retrofit Analysis, Colby Lake Retrofit Analysis, Northern Watershed/CDSF/East Ravine Review and Optimization, Cottage Grove Ravine Regional Park, St. Croix Bluffs Regional Park, CR74-65th and Geneva, Lower Grey Cloud Slough Habitat Improvement, Watershed Plan Update, Watershed Management Plan Update, In-Lake AIS Management, Newport Open Space Planning, Armstrong Lake Wetland Cattail Harvesting, SWWD Website Update, and Chloride Reduction Grit Giveaway.

Stormwater Utility Fee Correction Update. Administrator Loomis reported that Staff have worked with Washington County Staff on a solution for the overcharged parcels through an abatement process. The managers approved Resolution 2025-001, authorizing the abatement of the 561 parcels that were overcharged by more than \$25.00. The abatements have been completed. Staff will bring the undercharged parcels to the May Board meeting for discussion.

Morcon Change Order 5 and Change Order 6. At the March Board meeting, the Managers authorized the Administrator to execute Morcon Change Order 5 with Morcon to add an LLDPE liner to the settling basin at the Wilmes alum facility. However, since last fall when HR Green inquired about the specifications and availability of the product with the manufacturer, the specified product is, now, no longer available and is not scheduled to be produced anytime soon, according to the manufacturer. HR Green reviewed linear alternatives that were suggested by Morcon and rejected them. Change Order 6 was presented to the Board. Change Order 6 is needed to cancel all the contract changes in Change Order 5. A motion was made by Manager Johnson to approve Change Order 6 with Morcon and rescind Change Order 5. Manager ChapdeLaine seconded. Motion carried unanimously.

3M Priority 2 Funding. The Minnesota DNR has published a Request for Proposals for the 3M PFAS Settlement Priority 2 Grant Program. The first phase involves submitting Letters of Interest by April 4, 2025. Eligible projects must help to achieve one or more of the Priority 2 settlement goals:

- **Goal 1** – Restore, protect, and enhance aquatic and terrestrial resources, wildlife, and habitats.
- **Goal 2** – Increase understanding of fish tissue contamination, improve communication about PFAS-based fish consumption advisories, and identify and enhance alternative, non-contaminated fishing areas.
- **Goal 3** – Improve and enhance outdoor recreational opportunities.

Applicants can apply for no less than \$20,000 per project. No match is required, although leveraged funding is part of the review process. SWWD Staff have submitted Letters of Intent for consideration.

Vanderberg Lake. The SWWD is interested in 50 acres for conservation and restoration. The City of Cottage is also interested in purchasing land for dedicated park space. A motion was made by Manager Johnson to move into a Closed Session to discuss the possible property acquisition around Vanderberg Lake. Manager ChapdeLaine seconded. Motion carried unanimously. President Doucette opened the regular meeting. A motion was made by Manager Madigan to authorize the SWWD Administrator to sign the Letter of Intent to Steven and Kathleen Geis. Manager ChapdeLaine seconded. Motion carried unanimously.

Agreements Authorized by Administrator. SWWD's accounting policies authorizes the Administrator to approve purchases up to \$5,000 on behalf of the District. No agreements were approved for March.

- 6. 2025 Coordinated Capital Improvement Program.** The SWWD Board of Managers approved the 2025 Coordinated Capital Improvement Program at its January regular meeting, making up to \$650,000 available for capital improvement and maintenance projects in the South Washington management unit that help improve water quality, stormwater management, de-icing operations, and the resiliency of District resources. For 2025, approximately \$5,000 in the East Mississippi management unit and \$5,000 in the Lower St. Croix management unit is available for projects in those areas. SWWD received Twelve applications. The Citizens Advisory Committee reviewed the applications at its March 25, 2025, meeting and passed a series of motions recommending that nine of the applications be considered by the Board for either full or partial funding. The Managers reviewed the applications. A motion was made by Manager Johnson to approve the CAC recommended funding of eight CCIP applications, and to pull the City of Woodbury linear stormwater BMP planning study application to see if other Cities are interested in a District-wide linear stormwater BMP planning study, functionally expanding the scope of Woodbury's proposal. Manager ChapdeLaine seconded. Motion carried unanimously.
- 7. 2025 Artist in Residence Contract.** Staff published a request for qualifications for the 2025 Artist in Residence (AiR) program on January 8, 2025. Seven applications were received and considered by the review committee on March 24th. A unanimous recommendation was reached to offer the contract to Taylor Mills. A contract has been drafted to engage Ms. Mills as our artist-in-residence for 2025-2026. After discussion, a motion was made by Manager Stephens to approve the 2025 AiR Contract with Taylor Mills. Manager ChapdeLaine seconded. Motion carried unanimously.
- 8. Wilmes Lake Alum Treatment Facility Public Art Selection.** Staff have completed an RFP process to select an artist for a public art installation at the Wilmes Lake Alum Treatment Facility. After a thorough review of eight qualified applicants that included SWWD and Woodbury staff as well as SWWD CAC and Board members, the review subcommittee recommended Nipinet Landsem to complete this project, and the CAC affirmed that recommendation at its meeting on March 25. A motion was made by Manager Johnson to approve the agreement with Nipinet Landsem for up to \$15,000. Manager ChapdeLaine seconded. Motion carried unanimously.
- 9. 2024 Annual Report.** The draft 2024 Annual Report was emailed to the Managers prior to the meeting for review. The approved Annual Report must be submitted to the Minnesota Board of Water and Soil Resources. The 2024 Financial Audit will be completed for the May Board meeting for approval. The audit will be included in the Annual Report. A motion was made by Manager Johnson to approve the 2024 Annual Report and authorize submittal to the required State Agencies. Manager ChapdeLaine seconded. Motion carried 4-0 with Manager Doucette abstaining from the vote.
- 10. 2025 Water Efficiency Program Support.** The City of Woodbury is expanding an ongoing incentive program to address water conservation through smart irrigation by expanding the program into eight additional areas to fund systems that use "WaterSense" labeled devices. The City of Woodbury is requesting \$25,000 to support the City's 2025 Water Efficiency Program.

The City of Cottage Grove is also continuing their smart irrigation controller program in 2025. They are requesting \$25,000 to support their program. A motion was made by Manager Stephens to approve support for both the City of Woodbury and the City of Cottage Grove's water efficiency programs for up to \$25,000 for each City. Manager ChapdeLaine seconded. Motion carried unanimously.
- 11. City of Woodbury Hasenbank Agreement Amendment 2025-40-1460.** The agreement is an amendment to approved agreement 2023-40-1460. The amendment is needed to shift SWWD funds to shoreline restoration versus the construction of a trail. A motion was

made by Manager ChapdeLaine to approve the City of Woodbury Hasenbank Agreement Amendment 2023-40-1460. Manager Johnson seconded. Motion carried unanimously.

- 12. USACE CAP Request Letter.** The Staff have been consulting with Minnesota DNR and U.S. Army Corps of Engineers representatives about a large habitat rehabilitation project in Grey Cloud Slough. The project would involve island building and dredging to recreate historic island formations in the area lost to erosion from wind and wave action since the area was flooded in the 1930's by Lock and Dam 2. The first official step is requesting the Corps to consider this project under the provisions of its CAP program (Section 204). If accepted, the Corps will undertake a feasibility study to determine if island building and dredging in this area will result in the creation of important backwater floodplain forest habitat and wetlands, among other benefits. The feasibility study would be fully federally funded. If the outcomes are positive, further agreements between SWWD and USACE will be required, including a commitment to provide 35% local match funding for the project. Staff have already submitted a proposal to the 3M Priority 2 RFP in an attempt to secure most of these future funds required. MnDNR is not able to serve as a project sponsor under State law. A motion was made by Manager ChapdeLaine to authorize Staff to submit the letter to the Corps as presented. Manager Johnson seconded. Motion carried unanimously.
- 13. 2025 Spring Treatments to Markgrafs and Wilmes.** To address the curly-leaf pondweed (CLP) present in both waterbodies and to maintain current Lake Vegetation Management Plans (LVMPs) of each lake, a spring treatment of Diquat is proposed. Both Markgrafs and Wilmes (north basin) were treated with Diquat before. Markgrafs was last treated in the spring of 2023. Due to the absence of CLP in Markgrafs in 2023, the lake was not treated the following spring of 2024. However, CLP was located in Markgrafs again during early summer surveys (frequency of 14). In 2024, no CLP was observed in Wilmes (north basin). However, CLP develops buds (turions) under the ice in late fall and early winter and allows the plant to grow rapidly in the spring months before native species are active. The growth cycle of CLP, combined with the resurgence of CLP in Markgrafs Lake in 2024 following an absence in treatment, supports the need for a spring 2025 treatment in Wilmes. A motion was made by Manager Johnson to approve 2025 Spring Treatments to Markgrafs and Wilmes (north basin) for up to \$2,754.84. Manager ChapdeLaine seconded. Motion carried unanimously.
- 14. Resolution 2025-002, Brian Johnson Recognition.** The Managers and Staff thanked Manager Brian Johnson for his years of service and dedication to the SWWD. A motion was made by Manager Madigan to approve Resolution 2025-002. Manager ChapdeLaine seconded. Motion carried 4-0 with Manager Johnson abstaining from the vote.
- 15. Future Business and Meetings.**

 - a) Brian Johnson Recognition, Tuesday, April 8 5pm
 - b) Regular Board Meeting, Tuesday, April 8, 2025 6pm
 - c) Board Workshop and Regular Board Meeting, May 13, 2025 5pm
 - d) Regular Board Meeting, Tuesday, June 10, 2025 6pm
 - e) SWWD CAC Meeting, Tuesday, June 24, 2025 5:30pm
 - f) Minnesota Watersheds Summer Tour, Roseau River Watershed, June 24-26, 2025
- 16. Adjourn**

The next regular Board Meeting will be held on Tuesday, May 13th at 6:00 pm. A motion was made by Manager ChapdeLaine to adjourn at 7:44 p.m. Manager Johnson seconded. Motion carried unanimously.

Respectfully submitted,

Melissa Imse

Melissa Imse, Operations Manager

Approved By:

Mr. Mike Madigan, Secretary

Date



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Consent Agenda Item b
Title: SWWD Monthly Accounting	Board Action Requested: Approval of: Treasurers Report Accounts payable for April 2025 Brian Johnson Per Diem	Required Signatures SWWD Treasurer
Reviewed by: JHL		
Background/Justification Accounts Payable April 25: \$326,835.19 Accounts Receivable April 25: \$37,813.69 4M fund Balance April 25: \$9,581,457.12 Brian Johnson Per Diem-\$1,003.80		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: N/A		Comments:
Fund N/A	Explanation	Fund Balance: N/A
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments



SOUTH WASHINGTON WATERSHED DISTRICT

South Washington Watershed District
Claims Roster
April-25

Vendor	Description	Invoice #	Amount
Carpenter Nature Center	Spring Programming at Oltman	O-1317	\$ 11,290.29
City of Cottage Grove	Monitoring CCIP	INV07429	\$ 33,289.53
City of Cottage Grove	Glacial Valley Park Rental	Permit #R5192	\$ 464.00
City of Woodbury	1st Quarter Truck Fuel	874	\$ 49.07
City of Woodbury	May Rent		\$ 3,429.27
Christopher Harrison	Hasenbank Art	890430	\$ 3,000.00
Brian Johnson	Jan-April 2025 Per Diem	See Attached	\$ 1,003.80
Steve Miller	Ag BMP Resimbursement	See Attached	\$ 1,290.00
PLM Lake and Land Management Corp	AIS Treatment-Colby Lake	2003942	\$ 450.00
PLM Lake and Land Management Corp	AIS Treatment-La Lake	2003945	\$ 450.00
PLM Lake and Land Management Corp	AIS Treatment-Ravine Lake	2003945	\$ 450.00
PLM Lake and Land Management Corp	AIS Treatment-Markgrafs	2003976	\$ 720.50
PLM Lake and Land Management Corp	AIS Treatment-Wilmes	2003979	\$ 1,581.80
Surfacetension Inc. Nipinet Landsem	Wilmes Art	26	\$ 2,000.00
Washington County	CCIP Reimbursement	229457	\$ 87,500.00
Payroll, Benefits, and EFT Payments	18 EFT, 10 Direct Dep, 2 Checks		\$ 179,866.93
Minnesota Life Ins. Co.	May 2025 Life Prem	Check	\$ 210.45
Madison National Life	May 2025 LTD and STD	Check	\$ 285.69
Health Partners	Insurance Premium	EFT	\$ 6,083.10
US Bank Credit Card	Credit Card Payment	EFT	\$ 1,522.29
US Bank Equipment	Copier Rental	EFT	\$ 201.14
Optum	H.S.A. Fee	EFT	\$ 4.25
Abdo	March 2025 Payroll	503901	\$ 430.00
Abdo	2024 Audit Payment	504510	\$ 8,000.00
Barr Engineering	Lakes & Creek Management Plan	23821336.00-11	\$ 12,214.00
Barr Engineering	La and Ria Lakes Outlet	23821345.00-5	\$ 25,051.50
Barr Engineering	Wilmes IESF Feasibility Study	23821349.00-3	\$ 1,845.00
Hellmuth & Johnson Legal	March Legal Services	EFT	\$ 2,757.05
Minnesota Native Landscapes	Wilmes Restoration	EFT	\$ 1,000.00
Minnesota Native Landscapes	GVP Seed	EFT	\$ 2,804.00
SRF Consulting	Ravine Lake Outlet INV 17696.00-11 March	EFT	\$ 3,395.90
SRF Consulting	Colby INV 17866.00-9 March	EFT	\$ 16,430.55
SRF Consulting	GVP Inv 14121.00-48 March	EFT	\$ 3,072.17
Stantec	2024 Aquatic Plants Survey	2374047	\$ 667.19
Washington Conservation District	March Monitoring Inv 6928	EFT	\$ 16,039.13
Washington Conservation District	1st Quarter EMWREP	EFT	\$ 8,000.00
Windmill Strategy	Website Payment Invoices 9157 9158 9159	EFT	\$ 20,992.23
Xcel Energy	Wilmes	EFT	\$ 379.70
			\$ 326,835.19
Accounts Receivable	Description	Check #	Amount
City of Woodbury	Lake Treatment Cost Share		\$ 3,574.23
4M	April Interest		\$ 34,239.46
	Total		\$ 37,813.69

Kevin ChapdeLaine, SWWD Treasurer	Date May 13, 2025

		South Washington Watershed District		
		2302 Tower Drive		
		Woodbury, MN 55125		
		Manager Per Diem and Expenses		
Name:	Brian Johnson			
Address:	4353 Dorchester Drive, Woodbury, MN 55129			
Date Submitted:				
	Date	Description	Mileage	
Meetings:				
	1/14/25	Board Meeting		
	2/11/25	Board Meeting		
	2/28/25	Woodbury Commission Meeting		
	3/11/25	Board Meeting		
	3/21/25	Minnesota Watersheds Meeting	184	
	3/26/25	Special Board Meeting		
	4/8/25	Board Meeting		
Total #of Meetings	7			
\$125.00/Day	125			
Total Per Diem	\$875.00			
Expenses				
Mileage:	184			
\$0.70/mile				
Total Mileage	\$128.80			
Meals:				
Lodging:				
Other:				
Total Per Diem	\$1,003.80			
*Signature:	<i>Brian Johnson</i>			
SWWD Treasurer:				
* By signing this per diem form, I certify that this request for per diem and expenses is true and correct according to adop				



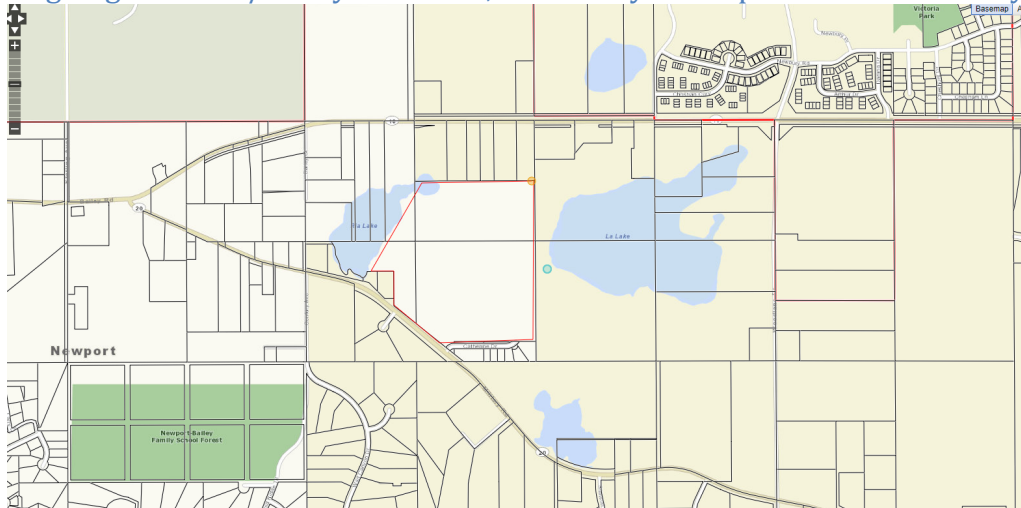
Date: May 9, 2025	South Washington Watershed District Request for Board Action	Consent Agenda Item c
Title: SWWD Calendar	Board Action Requested: None Requested	Required Signatures
Reviewed by: JHL		
Background/Justification: Calendar/Meetings i) Board Workshop and Regular Board Meeting, Tuesday, May 13, 2025 5pm ii) Regular Board Meeting, Tuesday, June 10, 2025 6pm iii) SWWD TAC meeting, Wednesday, June 11, Cottage Grove Glacial Valley Park, 9-11am iv) Hasenbank Stormwater Park Opening, Thursday, June 12, 4-6pm v) SWWD CAC Meeting, Tuesday, June 24, 2025 5:30pm vi) Minnesota Watersheds Summer Tour, Roseau River Watershed, June 24-26, 2025 vii) Regular Board Meeting, Tuesday, July 8, 2025 6pm viii) St. Croix River Workshop on the Water, Taylors Falls, July 30 5:30-8:30pm		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: N/A		Comments:
Fund N/A	Explanation	Fund Balance: N/A
Decision Needed/Date	Administrative Recommendation Approval <u>Informational</u> Denial No Recommendation	Comments



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Consent Agenda Item d
Title: Development Reviews	Board Action Requested: None Requested	Required Signatures
Reviewed by: JHL		
Background/Justification: Development Reviews i) <u>Final</u> (1) None ii) <u>On Going</u> (1) La Lake/Bailey Meadows, Newport (2) Cherrywood/Cherry Meadow, Newport/Woodbury (3) Lake Elmo WTP, Lake Elmo iii) <u>New</u> (1) None		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: N/A		Comments:
Fund N/A	Explanation	Fund Balance: N/A
Decision Needed/Date	Administrative Recommendation Approval Informational Denial <u>No Recommendation</u>	Comments

April 2025 Development Reviews

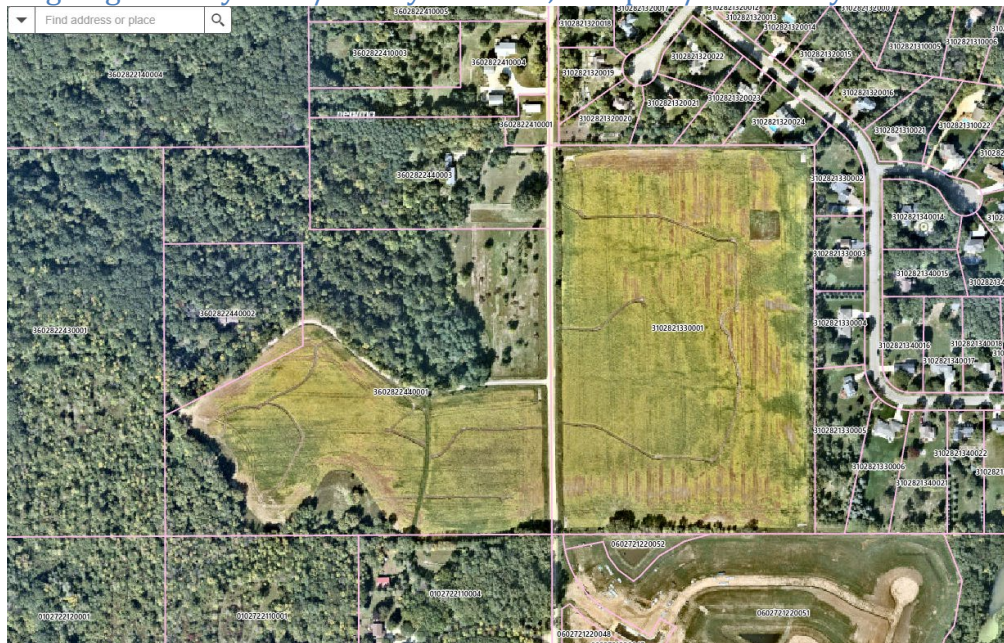
Ongoing: La Lake/Bailey Meadows, Woodbury – Newport intercommunity flow



April 2025: No change.

November 2024: SWWD, Washington County, Woodbury, and Newport continue to collaborate on system improvements following high water in 2019 and 2020. Woodbury has developed potential improvements through the Woodbury portion of the system. SWWD and its consultants have begun modeling the system and proposed improvements as well as their downstream impacts through Newport and to the Mississippi River.

Ongoing: Cherrywood/Cherry Meadow; Newport/Woodbury



April 2025: No change.

March 2025: Woodbury has approved final plat and development agreement for the Cherry Meadows development on the Woodbury side.

November: Woodbury has approved preliminary plat of the Cherry Meadows development on the Woodbury side. Newport is still going through their permitting process to address ongoing concerns with the Cherrywood development on the Newport side.

June: Staff is assisting Newport with review of a proposed development on the Newport/Woodbury border. Cherrywood, on the Newport side, is up against the bluff. The developer is having difficulty meeting SWWD's bluff setback of 60 feet. SWWD's bluff buffer is far greater than that required by the City and State. Staff believes that reducing the District's setback in exchange for directing all drainage from impervious surfaces away from the bluff and additional landscape/restoration requirements to stabilize the bluff would meet the intent of the District's rule. The bluff buffer would be incorporated into an outlot instead of individual parcels for protection and future management. The resulting condition would be a 30' buffer of native vegetation plus a minimum 12' setback from the edge of the buffer to any structure.

Ongoing: Lake Elmo WTP; Lake Elmo

April 2025: No change.

December 2024: Lake Elmo is looking for sites for a future well and water treatment plant to remove PFAS from the City's drinking water supply. The site they are currently looking at sits upstream of Armstrong Lake. As part of the feasibility assessment, the city is required to do a 72 hour pump test at the site which would require continuous pumping of ~3cfs. That water would ultimately discharge into Armstrong Lake. SWWD modeled the inflow in the District's NWS XP model to evaluate potential downstream impacts. Even under a concurrent flood scenario there is no impact.

Final: Municipal Reviews, Cottage Grove

The City of Cottage Grove enforces compliance with District rules through City permits. The following projects have been permitted in 2025.

- Prairie Dunes Final Plat, Development Agreement
- Graymont Village 3rd Addition Final Plat, Development Agreement, Plans

Final: Municipal Reviews, Woodbury

The City of Woodbury enforces compliance with District rules through City permits. The following projects have been permitted in 2025.

- Math and Science Academy Upper School Final Plat
- Cherry Meadow Final Plat, Development Agreement
- Sienna Grove Final Plat, Development Agreement



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Consent Agenda Item e
Title: Wetland Conservation Act	Board Action Requested:	Required Signatures SWWD Administrator
Reviewed by: JHL		
Background/Justification: i) Notice of Decision-Cottage Grove Ravine Park Outlet		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: N/A		Comments:
Fund N/A	Explanation	Fund Balance: N/A
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments

Minnesota Wetland Conservation Act Notice of Decision

Local Government Unit: SWWD	County: Washington
Applicant Name: SWWD Applicant Representative: Nicole Zappetillo	
Project Name: Cottage Grove Ravine Park Outlet No Loss LGU Project No. (if any):	
Date Complete Application Received by LGU: 4-22-25	
Date of LGU Decision: 4-23-25	
Date this Notice was Sent: 4-23-25	

WCA Decision Type - check all that apply

<input type="checkbox"/> Wetland Boundary/Type	<input type="checkbox"/> Sequencing	<input type="checkbox"/> Replacement Plan	<input type="checkbox"/> Bank Plan (not credit purchase)
<input checked="" type="checkbox"/> No-Loss (8420.0415)	<input type="checkbox"/> Exemption (8420.0420)		
Part: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input checked="" type="checkbox"/> H		Subpart: <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9	

Replacement Plan Impacts (replacement plan decisions only)

Total WCA Wetland Impact Area: Temp: 0.03 acres; Perm Exc: 272 sf; Perm fill: 112 sf
Wetland Replacement Type: <input type="checkbox"/> Project Specific Credits: <input type="checkbox"/> Bank Credits: LRRP
Bank Account Number(s):

Technical Evaluation Panel Findings and Recommendations (attach if any)

<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Approve w/Conditions <input type="checkbox"/> Deny <input type="checkbox"/> No TEP Recommendation
--

LGU Decision

<input type="checkbox"/> Approved with Conditions (specify below) ¹ List Conditions:	<input checked="" type="checkbox"/> Approved ¹ <input type="checkbox"/> Denied
Decision-Maker for this Application: <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Governing Board/Council <input type="checkbox"/> Other:	
Decision is valid for: <input checked="" type="checkbox"/> 5 years (default) <input type="checkbox"/> Other (specify):	

¹ *Wetland Replacement Plan approval is not valid until BWSR confirms the withdrawal of any required wetland bank credits. For project-specific replacement a financial assurance per MN Rule 8420.0522, Subp. 9 and evidence that all required forms have been recorded on the title of the property on which the replacement wetland is located must be provided to the LGU for the approval to be valid.*

LGU Findings – Attach document(s) and/or insert narrative providing the basis for the LGU decision¹.

The TEP reviewed the application and recommends approval of the no-loss D and H request as most of the impacts are temporary and the minimal excavation/fill is authorized by public agencies for the purpose of wetland restoration or fish and wildlife habitat restoration. The LGU concurs with the TEP findings. The decision is valid for 5 years.

¹ Findings must consider any TEP recommendations.

Attached Project Documents

<input checked="" type="checkbox"/> Site Location Map <input checked="" type="checkbox"/> Project Plan(s)/Descriptions/Reports (specify): Link in email

Notice Distribution (include name)

Required on all notices:

<input checked="" type="checkbox"/> SWCD TEP Member: Jay Riggs	<input checked="" type="checkbox"/> BWSR TEP Member: Ben Meyer
<input type="checkbox"/> LGU TEP Member (if different than LGU contact):	
<input checked="" type="checkbox"/> DNR Representative: Dan Scollan	
<input checked="" type="checkbox"/> Watershed District or Watershed Mgmt. Org.: John Loomis	
<input checked="" type="checkbox"/> Applicant:	<input checked="" type="checkbox"/> Agent/Consultant:

Optional or As Applicable:

<input checked="" type="checkbox"/> Corps of Engineers:	
<input type="checkbox"/> BWSR Wetland Mitigation Coordinator (required for bank plan applications only):	
<input type="checkbox"/> Members of the Public (notice only):	<input type="checkbox"/> Other:

Signature: 	Date: 04-23-2025
---	-------------------------

This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Consent Agenda Item f
Title: Cost Share Program	Board Action Requested: Approve Applications	Required Signatures SWWD Administrator
Reviewed by: JHL		
Background/Justification: i) Application-Dustin Agnew, Afton ii) Application-Thomas Fierst, Afton iii) Application-Holly Higgins, Woodbury iv) Application-Brianna Oksal, Woodbury v) Payment Steve Miller, AG BMP Cover Crop year 2-\$1,290.00		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: N/A		Comments:
Fund	Explanation	Fund Balance: N/A
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments



SOUTH WASHINGTON
WATERSHED DISTRICT

WATER QUALITY COST SHARE APPLICATION/ CONTRACT

651.714.3717

Contact: Tony Randazzo, tony.randazzo@swwdmn.gov

General Information (to be completed by SWWD)

Organization SWWD	Contract Number	Other federal or other state funds? Yes <input type="checkbox"/> No <input type="checkbox"/>	Amendment <input type="checkbox"/> Board meeting date(s) _____	Canceled <input type="checkbox"/> Board meeting date: _____
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Dustin Agnew	Address 5740 Oakridge Trail S.	City/State Afton	Zip code MN
Email dustinagnew@gmail.com		Phone 612-900-7784	

* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Project Location (if different)

Address	City/State	Zip code

Contract Information

I (we), the undersigned, do hereby request cost-share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

- SWWD's Water Quality Cost Share Program is a Reimbursement Program.** Applicants will be reimbursed for the contract amount upon successful completion of the project and submission of all required documentation.
- The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a **minimum of 10 years**, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the organization technical representative.
- Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the South Washington Watershed District for the amount up to 100% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
- Practice(s) must be planned and installed in accordance with technical standards and specifications of the Technical Representative.
- Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost share payments.
- This contract, when approved by the SWWD board, will remain in effect unless canceled by mutual agreement, except where installations of practices covered by this contract have not been started within **1 year following Board approval of this contract**, this contract will be automatically terminated on that date. Practices will be installed by **2 years following Board approval of this contract** unless this contract is amended by mutual consent to reschedule the work and funding.
- Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The organization board has the authority to make adjustments to the costs submitted for reimbursement.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the organization technical representative.
4. Not accept cost-share funds, from state and federal sources combined, that are in excess of **100%** percent of the total cost to establish the conservation practice and provide copies of all forms and contracts pertinent to any other state or federal programs that are contributing funds toward this project.

Date 5/2/25	Land Occupier 
Date	Landowner, if different from applicant 
Address, if different from applicant information:	

Conservation Practice (to be completed by Technical Representative)

The primary practice for which cost-share is requested is _____

Practice standards or eligible component(s) Plant Grant	Engineered Practice (<input type="checkbox"/> yes or <input checked="" type="checkbox"/> no) Ecological practice (<input checked="" type="checkbox"/> yes or <input type="checkbox"/> no)	Total Project Cost Estimate
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The estimated benefits of this project are:

Total Phosphorus Captured NA	Nitrogen Captured NA	Runoff Volume Reduction NA
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Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above listed practice is to be installed and find it is needed and that the estimated benefits and costs are practical and reasonable.

Date 5/7/2025	Technical Representative Elissa Thompson (WCD)
-------------------------	--

Amount Authorized for Financial Assistance (to be completed by SWWD)

The SWWD Board has authorized the following for financial assistance, total not to exceed the overall percent listed indicated in 4, above.

\$ 500 from SWWD Plant Grant
Enter program name and fiscal year
 \$ _____ from _____
Enter program name and fiscal year
 \$ _____ from _____
Enter program name and fiscal year

Board Meeting Date	Authorized Signature	Total Amount Authorized \$
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WATER QUALITY COST SHARE APPLICATION/ CONTRACT

651.714.3717

Contact: Tony Randazzo, tony.randazzo@swwdmn.gov

General Information (to be completed by SWWD)

Organization SWWD	Contract Number	Other federal or other state funds? Yes <input type="checkbox"/> No <input type="checkbox"/>	Amendment <input type="checkbox"/> Board meeting date(s) _____	Canceled <input type="checkbox"/> Board meeting date: _____
----------------------	-----------------	---	---	--

* If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name <i>Thomas Fierst</i>	Address <i>5817 Oakridge Trl. S</i>	City/State <i>Afton MN</i>	Zip code <i>55001</i>
Email <i>Aftonhome@a Gmail .com</i>		Phone <i>651-248-8147</i>	

* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Project Location (if different)

Address <i>SAMI</i>	City/State	Zip code
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Contract Information


I (we), the undersigned, do hereby request cost-share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. **SWWD's Water Quality Cost Share Program is a Reimbursement Program.** Applicants will be reimbursed for the contract amount upon successful completion of the project and submission of all required documentation.
2. The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a **minimum of 10 years**, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the organization technical representative.
3. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the South Washington Watershed District for the amount up to 100% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the Technical Representative.
5. Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost share payments.
6. This contract, when approved by the SWWD board, will remain in effect unless canceled by mutual agreement, except where installations of practices covered by this contract have not been started within **1 year following Board approval of this contract**, this contract will be automatically terminated on that date. Practices will be installed by **2 years following Board approval of this contract** unless this contract is amended by mutual consent to reschedule the work and funding.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The organization board has the authority to make adjustments to the costs submitted for reimbursement.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the organization technical representative.
4. Not accept cost-share funds, from state and federal sources combined, that are in excess of 100% percent of the total cost to establish the conservation practice and provide copies of all forms and contracts pertinent to any other state or federal programs that are contributing funds toward this project.

Date 4/23/25	Land Occupier 
Date	Landowner, if different from applicant Address, if different from applicant information:

Conservation Practice (to be completed by Technical Representative)

The primary practice for which cost-share is requested is _____

Practice standards or eligible component(s) Plant Grant	Engineered Practice (<input type="checkbox"/> yes or <input checked="" type="checkbox"/> no) Ecological practice (<input checked="" type="checkbox"/> yes or <input type="checkbox"/> no)	Total Project Cost Estimate
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The estimated benefits of this project are:

Total Phosphorus Captured NA	Nitrogen Captured NA	Runoff Volume Reduction NA
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Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above listed practice is to be installed and find it is needed and that the estimated benefits and costs are practical and reasonable.

Date 5/7/2025	Technical Representative Elissa Thompson (WCD)
------------------	---

Amount Authorized for Financial Assistance (to be completed by SWWD)

The SWWD Board has authorized the following for financial assistance, total not to exceed the overall percent listed indicated in 4, above.

\$ 500 from SWWD Plant Grant
Enter program name and fiscal year
 \$ _____ from _____
Enter program name and fiscal year
 \$ _____ from _____
Enter program name and fiscal year

Board Meeting Date	Authorized Signature	Total Amount Authorized \$
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WATER QUALITY COST SHARE APPLICATION/ CONTRACT

651.714.3717

Contact: Tony Randazzo, tony.randazzo@swwdmn.gov

General Information (to be completed by SWWD)

Organization SWWD	Contract Number	Other federal or other state funds? Yes <input type="checkbox"/> No <input type="checkbox"/>	Amendment <input type="checkbox"/> Board meeting date(s) _____	Canceled <input type="checkbox"/> Board meeting date: _____
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* If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Holly Higgins	Address 9764 Iron Horse Rd.	City/State Woodbury	Zip code MN 55129
Email holly4higgins@gmail.com		Phone (801) 712-8201	

* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Project Location (if different)

Address same as above	City/State	Zip code
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Contract Information

I (we), the undersigned, do hereby request cost-share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. **SWWD's Water Quality Cost Share Program is a Reimbursement Program.** Applicants will be reimbursed for the contract amount upon successful completion of the project and submission of all required documentation.
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7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The organization board has the authority to make adjustments to the costs submitted for reimbursement.

Applicant Signatures

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2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the organization technical representative.
4. Not accept cost-share funds, from state and federal sources combined, that are in excess of 100% percent of the total cost to establish the conservation practice and provide copies of all forms and contracts pertinent to any other state or federal programs that are contributing funds toward this project.

Date	Land Occupier
April 16, 2025	Holly Higgins (Holly Higgins)
Date	Landowner, if different from applicant
	9764 Iron Horse Rd. Woodbury, MN 55129
	Address, if different from applicant information:

Conservation Practice (to be completed by Technical Representative)

The primary practice for which cost-share is requested is _____

Practice standards or eligible component(s)	Engineered Practice (<input type="checkbox"/> yes or <input checked="" type="checkbox"/> no) Ecological practice (<input checked="" type="checkbox"/> yes or <input type="checkbox"/> no)	Total Project Cost Estimate
PLANT GRANT		

The estimated benefits of this project are:

Total Phosphorus Captured	Nitrogen Captured	Runoff Volume Reduction
NA	NA	NA

Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above listed practice is to be installed and find it is needed and that the estimated benefits and costs are practical and reasonable.

Date	Technical Representative
5/7/2025	Elissa Thompson (WCD)

Amount Authorized for Financial Assistance (to be completed by SWWD)

The SWWD Board has authorized the following for financial assistance, total not to exceed the overall percent listed indicated in 4, above.

\$ 500 from _____ SWWD Plant Grant
Enter program name and fiscal year
 \$ _____ from _____
Enter program name and fiscal year
 \$ _____ from _____
Enter program name and fiscal year

Board Meeting Date	Authorized Signature	Total Amount Authorized
		\$



WATER QUALITY COST SHARE APPLICATION/CONTRACT

Contact: Tony Randazzo, tony.randazzo@woodburymn.gov.

651.714.3717

General Information (to be completed by SWWD)

Organization SWWD	Contract Number	Other federal or other state funds? Yes <input type="checkbox"/> No <input type="checkbox"/>	Amendment <input type="checkbox"/> Board meeting date(s) _____	Canceled <input type="checkbox"/> Board meeting date: _____
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* If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name Brianna Aksal	Address 9032 Princeton Bay	City/State Woodbury MN	Zip code 55125
Email briannaaksal@gmail.com		Phone 507 202 0657	

* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Project Location (if different)

Address	City/State	Zip code
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Contract Information

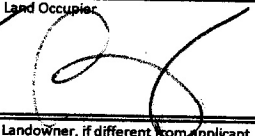
I (we), the undersigned, do hereby request cost-share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

- SWWD's Water Quality Cost Share Program is a Reimbursement Program.** Applicants will be reimbursed for the contract amount upon successful completion of the project and submission of all required documentation.
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- Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The organization board has the authority to make adjustments to the costs submitted for reimbursement.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the organization technical representative.
4. Not accept cost-share funds, from state and federal sources combined, that are in excess of **100%** percent of the total cost to establish the conservation practice and provide copies of all forms and contracts pertinent to any other state or federal programs that are contributing funds toward this project.

Date 5/6/25	Land Occupier 
Date	Landowner, if different from applicant Address, if different from applicant information:

Conservation Practice (to be completed by Technical Representative)

The primary practice for which cost-share is requested is _____

Practice standards or eligible component(s) Plant Grant	Engineered Practice (<input type="checkbox"/> yes or <input checked="" type="checkbox"/> no) Ecological practice (<input checked="" type="checkbox"/> yes or <input type="checkbox"/> no)	Total Project Cost Estimate
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The estimated benefits of this project are:

Total Phosphorus Captured NA	Nitrogen Captured NA	Runoff Volume Reduction NA
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Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above listed practice is to be installed and find it is needed and that the estimated benefits and costs are practical and reasonable.

Date 5/7/2025	Technical Representative Elissa Thompson (WCD)
------------------	---

Amount Authorized for Financial Assistance (to be completed by SWWD)

The SWWD Board has authorized the following for financial assistance, total not to exceed the overall percent listed indicated in 4, above.

\$ 500.00 from Plant Grant
Enter program name and fiscal year
 \$ _____ from _____
Enter program name and fiscal year
 \$ _____ from _____
Enter program name and fiscal year

Board Meeting Date	Authorized Signature	Total Amount Authorized \$
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FLAT RATE - VOUCHER AND PRACTICE CERTIFICATION FORM

PAYEE AND COST INFORMATION

Name: Steve Miller

Address: 14719 70th Street S

City, State, Zip: Hastings, MN, 55033

Contract No.: _____ Total Amount Authorized: \$3,870.00
(from contract)

Practice	Quantity	Unit	Unit Rate	Total
Miller Cover Crops - 3 years, \$3,870 total				
Year 2 - \$1,290	21.50	acre	\$60.00	\$1,290.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

PAYMENT REQUEST: **\$1,290.00**

I certify that this is an accurate and true summation of the above project.

X Steve Miller
Payee Signature

X 5-01-25
Date

PAYMENT AND CERTIFICATION INFORMATION

A. Type of request (partial or final): Partial

B. Payment amount requested: \$1,290.00

C. Total Amount Authorized: \$3,870.00

D. Total previous partial payments: \$1,290.00

E. Amount available (C - D) \$2,580.00

Amount Approved for This Voucher:
(cannot exceed Total Amount Authorized)

\$1,290.00

Technical Certification

I certify that an inspection has been performed and as-built received and that the items identified under the Practice Information section of this form have been completed and are in accordance with the requested practice standards and specifications.

[Signature]
Technical Assistance Provider
5/6/2025
Date

Administrative Certification

I certify that I have reviewed this voucher and all supporting information and that to the best of my knowledge and belief, the quantities and rates are accurate and are in accordance with terms of the contract identified.

Melissa Imse
Administrative Sign-off
5-13-2025
Date



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Consent Agenda Item g
Title: Miscellaneous Correspondence	Board Action Requested: None	Required Signatures None
Reviewed by: JHL		
Background/Justification:		
Previous Action:		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: None		Comments:
Fund	Explanation	Fund Balance: N/A
Decision Needed/Date	Administrative Recommendation Approval <u>Informational</u> Denial No Recommendation	Comments



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Agenda Item #4
Title: Managers Reports	Board Action Requested: Oath of Office Kevin ChapdeLaine David Filipiak	Required Signatures None
Reviewed by: JHL		
Background/Justification: Attached is the Oath of Office for Kevin ChapdeLaine and David Filipiak		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: N/A		Comments:
Fund N/A	Explanation	Fund Balance: N/A
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments

**OATH OF OFFICE
SOUTH WASHINGTON WATERSHED DISTRICT**

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

I, Kevin ChapdeLaine, do solemnly swear that I will support the Constitution of the United States and of the State of Minnesota, and faithfully discharge the duties of my office as a Manager of the **South Washington Watershed District** in the County of Washington and State of Minnesota, to the best of my judgment and ability, so help me God.

Kevin ChapdeLaine

Subscribed and sworn to before me
this 13th day of May, 2025.

Notary Public

Term: May 1, 2025 – April 30, 2028

**OATH OF OFFICE
SOUTH WASHINGTON WATERSHED DISTRICT**

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

I, David Filipiak, do solemnly swear that I will support the Constitution of the United States and of the State of Minnesota, and faithfully discharge the duties of my office as a Manager of the **South Washington Watershed District** in the County of Washington and State of Minnesota, to the best of my judgment and ability, so help me God.

David Filipiak

Subscribed and sworn to before me
this 13th day of May, 2025.

Notary Public

Term: May 1, 2025 – April 30, 2028



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Agenda Item # 5a
Title: SWWD Project Update	Board Action Requested: None requested at this time	Required Signatures None
Reviewed by: JHL		Presented by: Loomis
Background/Justification: <ul style="list-style-type: none">• Trout Brook• Glacial Valley Park and Open Space• Campus Greening• Wilmes Lake Alum Treatment Facility• Hasenbank Woods & Stormwater Park• Markgrafs Lake Retrofit Analysis• Colby Lake Retrofit Analysis• Northern Watershed/CDSF/East Ravine Review and Optimization• Cottage Grove Ravine Regional Park• St. Croix Bluffs Regional Park• CR74 (65th Street) & Geneva Ravine• Lower Grey Cloud Slough Habitat Improvement• Watershed Management Plan Update• In-Lake AIS Management• Newport Open Space Planning• Cottage Grove Open Space Planning• Armstrong Lake Wetland Cattail Harvesting• SWWD Website Update		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications:		Comments:
Fund	Explanation:	Fund Balance:
Decision Needed/Date	Administrative Recommendation Approval <u>Informational</u> Denial No Recommendation	Comments



Memo

To: SWWD Board of Managers
From: Kyle Axtell, SWWD Watershed Project Manager
Date: May 9, 2025
Re: SWWD Projects Update

Trout Brook

The construction of Phase III was completed in 2024, and all grants have been closed. Staff continues to work on vegetation along stream buffers within Phase II and Phase III areas to ensure project success. Working with DNR and Great River Greening, staff are exploring potential volunteer opportunities to highlight the stream project. Removal of invasive buckthorn woods would enhance the opportunity to view the project from public trails. Reed Canary Grass eradication efforts concluded in 2024 and appear to have been quite successful. Staff will review in 2025 to assess rebounding populations of persistent invasive grasses and other invasive species including Wild Parsnip.

Glacial Valley Park and Open Space

Glacial Valley Park Learning Center and Interpretive Area Design: SWWD has an updated/final schematic design for the future Glacial Valley Park Learning Center and Interpretive Area and is ready to proceed with design of the structures. The plan has been to have the park features ready to be installed as development progresses with the extension of Glacial Valley Road. The road extension would provide access and utilities for the learning center. Facility parking is expected to be provided jointly with the City of Woodbury as it plans a new park area to the west with future development. A Letter of Interest has been submitted to MnDNR to request \$1,500,000 in 3M Priority 2 funding.

Construction of the asphalt trail connecting Woodbury to Cottage Grove through Glacial Valley Park was completed last fall. An intense snowmelt event from the western adjacent farm field has damaged the culvert bedding material under the trail requiring repair. The original contractor was found to be not at fault after engineering and geotechnical review. SRF has assisted SWWD staff in developing a repair plan and a contract with MNL is ready for Board approval. Staff will proceed to close out SWWD's contract with UrbanEdge as soon as possible.

Maintenance throughout Glacial Valley Park continues to target woody species, especially aspen/cottonwood clumps. The Central Basin on the north side of Glacial Valley Parkway is a focus of ongoing restoration efforts. Great River Greening has begun maintenance activities along the edges of the site in the Cedarhurst neighborhood. The northernmost unit of the park received a very successful prescribed burn in April 2025.

Campus Greening

All Campuses: Staff will be working with new School District facilities staff to assist with long-term maintenance of all Campus Greening natural areas.

Lake and Middleton: Staff are continuing to assist teachers and students in developing and enhancing prairies through the addition of greater forb diversity with teachers taking fully taking on the projects in 2024/2025 with only occasional involvement by SWWD staff. Staff will continue to provide guidance with in-classroom programs with 7th grade students with seed collection, plant growing and seed sowing planned for 2025 with reduced oversight as teachers are taking on more of the programming. City of Woodbury staff mowed a pond buffer around a city operated pond which will allow for staff to test management practices for the city throughout their system. These management activities will take place under a management agreement up for consideration in the current board packet.

Crestview Elementary: Staff will work with the school staff to have students overseed areas where the contractor has been attempting to knock back cool season grasses. GRG conducted a prescribed burn in the 7.4-acre woodland will continue to manage invasive species through the 2025 growing season.

Nuevas Fronteras: GRG has taken over management of the campus prairies. Areas near the underground BMP have been reseeded and staff will continue to monitor and assess ways to retain native species in a regularly disturbed site.

Valley Crossing: GRG has taken over management of the prairies at Valley Crossing and will conduct regular maintenance activities in 2025. Staff are again working with an engaged parent to enhance prairie diversity through students' growing and planting and will likely continue this coordination in 2025. 4th Grade teachers are working with WCD EMREP staff to develop ongoing water quality programming to incorporate into regular school curriculum.

Grey Cloud and Cottage Grove: Contractor is conducting regular establishment maintenance as prairies develop. A burn will take place at some point during the 2025/2026 growing seasons to complete existing contract. Additional management activities are proposed in a change order with Prairie Restorations, Inc. to better set the site up for transfer to School District management in 2026. Staff is beginning to discuss with teachers, potential involvement by students in prairie diversification and maintenance beginning in 2025/2026.

Oltman Middle School: The WCD has funding available through the BWSR Pollinator Pathways program to restore habitat on school campuses. Oltman Middle School did not initially meet Campus Greening program requirements, but the BWSR funding will allow the school to restore up to an acre of prairie at a school where Carpenter Nature Center (CNC) educational activities are taking place. Staff is assisting with planning and will provide cost-share dollars as match for state grant.

Carpenter Nature Center: CNC completed the six-week in-classroom and in-field Water Quality programming with 6th graders at Oltman Middle School in Spring, 2025. Carpenter programming continues in Fall, 2025 at Cottage Grove and Lake Middle Schools.

Wilmes Lake Alum Treatment Facility

Morcon's construction activities are about 99% complete. The settling pond's clay liner has proven to not hold water and does not meet project specifications, according to HR Green.

Due to complications in procuring a suitable geosynthetic liner through our contractor, staff has directed Morcon to proceed directly with the system startup, which is expected during the week of May 19.

MNL has significantly completed its native seeding and restoration work. Additional topsoil, seed and mulch will be installed along the trail edges shortly. MNL is under contract for native vegetation site maintenance through 2027.

Nipinet Landsem has executed our contract to complete a public art mural project on the lift station screen wall. Staff are coordinating with Landsem to bring this project to reality in 2025, including consultation with the City of Woodbury as needed.

Hasenbank Woods & Stormwater Park

This project involves several complimentary efforts, including woodland restoration, wetland restoration, stormwater treatment on the existing City owned parcel between Fish Lake and Powers Lake, and trail and other restoration work on City property ringing Powers Lake.

Hasenbank Woods restoration continues. STS spent the winter felling hazardous, standing dead ash trees and reducing woody debris to facilitate long-term site management. Broadcast snow seeding of flowers and shrubs has been completed with a few pockets where active work is taking place requiring follow up as winter progresses. Volunteers worked with city foresters to plant 40 oak and viburnum in gaps created by canopy thinning. Events beginning in 2025 will continue to target removal and weakening of garlic mustard and buckthorn.

Staff are working with the City of Woodbury to help to implement wetland restoration plans developed by Critical Connections Ecological Services supported by DNR CPL Grant. Staff provided support to the city to obtain grant funding. A successful prescribed burn was recently completed in this area of the property by the City.

Construction of the stormwater park is largely complete. System startup occurred on April 25 and troubleshooting is currently underway. While the system is operational now, there are a couple of minor adjustments and equipment issues we are working through with providers. Traverse Des Sioux remains under contract for site restoration and establishment.

Staff continue to coordinate with our two artists on fabrication and installation of a suite of approved art installation concepts. Chris Harrison's "Gears" installation was completed in May 2024. Aaron Dysart's "Branching Out" sculpture was installed in December 2024. Work continues on Dysart's "Flowing Roots" which will be installed in late May/early June of 2025. Installation of this second sculpture will require construction of a temporary crane access route into the park (contract with Valley Creek Management in packet for Board approval). Didactic signage is complete and was installed in the park on May 8. Staff continue to coordinate with SWCTC on a future production centering on these endeavors. A grand opening celebration has been scheduled for June 12 from 4-6pm at Hasenbank Park.

Markgrafs & Colby Lakes Retrofit Analyses

SRF has completed its work on the Markgrafs Lake analysis which was presented to the Board in January 2025. One project has been approved for implementation as a part of a road reconstruction project scheduled for 2025. A large Contech CDS unit will be constructed on Lake View Drive on the east side of the lake at a cost to SWWD of \$158,870, which will be

reimbursed to the City of Woodbury upon substantial completion. Staff are also currently working with SRF on another regional BMP feasibility assessment for Colby Lake. These two studies will drive BMP development in the northern central draw watershed for our upcoming watershed management plan.

Northern Watershed/CDSF/East Ravine Review and Optimization

SWWD awarded a 2022 CCIP grant to the City of Woodbury to complete further analysis on the Bailey pump station as recommended in the completed system review. The analysis looked specifically at flood proofing, backup power generation, upstream ponding capacity, and electrical analysis. At their April 2024 meeting, SWWD awarded a subsequent CCIP grant to the city to begin implementing identified improvements. A 2025 CCIP grant will assist with the acquisition of a portable generator for the site should power fail during a major flood event. SWWD staff will continue to engage with the city and track progress of this resiliency focused effort. The city is currently working on final design of proposed improvements.

Cottage Grove Ravine Regional Park

Staff are coordinating efforts to provide restoration and native plant communities management within Cottage Grove Ravine Park with a focus on areas within the SWWD drainage easement. Discussions are focused on management of invasive species, with a focus on Common Buckthorn, Garlic Mustard and Common Burdock as well as the consideration of fencing to prevent unauthorized uses and support future grazing activities. Staff have been working with the County, where the upper basin area has now been seeded following multi-year site prep. May assessments will identify needs, and staff will propose actions and a contract for a restoration specialist to manage sites in summer, 2025 throughout the stormwater easement area. Additionally, SWWD and its consultants are working to develop a channel stabilization project for the lake outlet channel. The project is currently at 90% design and work continues. We should be ready to bid the project later this year and start construction next winter into spring.

St. Croix Bluffs Regional Park

Staff have been working with Washington County to coordinate a series of projects to stabilize several ravines and an embankment along a former railroad grade adjacent to the St. Croix River within the park. In 2024, Washington County (with Lower St. Croix Watershed Partnership and SWWD support) completed construction of the Phase 1 project which repaired a failing culvert and stabilized the old railroad embankment at the bottom of the ravine along the shore of Lake St. Croix. Staff continue to pursue funding options for the second phase of the project, including upper ravine stabilization and peak flow reduction practices. Implementation will proceed after funding is secured. The Washington Conservation District has already completed construction plans for Phase 2.

County Road 74 (65th Street) and Geneva Ravine

The SWWD is working with Washington County to improve an eroded ravine at the intersection of Geneva and 65th Street in Cottage Grove as part of an upcoming road reconstruction project. SWWD is working with Houston Engineering to develop stabilization/restoration plans for the ravine area. This work is underway currently with construction expected in 2026. A Letter of Interest has been submitted to MnDNR to request \$300,000 in 3M Priority 2 funding.

Lower Grey Cloud Slough Habitat Improvement

Staff have recently met with Minnesota DNR counterparts to discuss a proposed project aimed at restoring historic island complexes and improving aquatic and terrestrial habitat in the lower slough area. Significant USACE project funding could be available for this type of effort, with a 35% local match. 3M Priority 2 funding could be used to secure upwards of \$11-12 million in Federal funding for this project, which could take 5-10 years to realize. A USACE Section 204 Letter of Intent has been prepared for Board approval for this purpose, and a Letter of Interest has been submitted to MnDNR to request \$3,500,000 in 3M Priority 2 funding to be used as local match.

Watershed Management Plan Update

SWWD's current WMP extends through October 2026. There is a substantial process to follow in updating the WMP, which SWWD began in 2024 with citizen engagement and issue identification. 2025 is focused on policy and program development, including identification of issues, goals and strategies as well as drafting the plan. Upcoming milestones include:

- May 13: Board Workshop to discuss goals
- June 11: TAC Meeting
- August 12: Board Workshop to discuss draft of Parts I and II
- August 12: Tentative launch of website update
- November 12: Board Workshop to discuss draft of Part III

In-Lake AIS Management

SWWD continues in-lake AIS management of several District Lakes, including:

- Markgrafs: 2022 partial lake treatment of CLP
- North Wilmes: April partial lake treatment of CLP
- South Wilmes: 2024 partial lake treatment of EWM
- Colby: 2024/25 whole lake treatment of CLP
- La: 2024/25 whole lake treatment of CLP
- Ravine: 2024/25 whole lake treatment of CLP

All fall herbicide treatments have been completed. Treatment of ProcellaCOR on Wilmes south basin for Eurasian watermilfoil was completed in early September. Full lake Fluridone treatment was conducted on Colby, La, and Ravine Lakes in October. Sample testing will be completed to see if bump treatments are necessary. Planning for the 2025 management season is ongoing.

Newport Open Space Planning

Staff are working with City of Newport and BWSR staff using state funding to conduct full ecological restoration and enhancement of the grasslands located along the Xcel transmission line corridors within the Bailey School Forest Park. BWSR and SWWD staff are conducting test plots to assess best approaches to invasive species control to include assessments of herbicides, fire, timing and seeding approaches. Project is a pilot to explore ways to conduct long term management of utility corridors that meet operation and safety needs of utilities while at the same time, supporting high quality native plant communities.

Staff has been working with the City of Newport to develop relationships with State Agencies, Companies, non-profits and residents to provide support for natural resource improvements and management along the river and bluffs. Great River Greening has received 25% of the Outdoor Heritage Grant amount to improve habitat and slope stability in the Bailey School Forest Park. Staff is working with GRG to get the best project results with reduced funding by

confining the project area to an area of buckthorn infested oak savanna adjacent to the active park open space. Staff has also submitted an application for Expedited Conservation Partners Legacy funding for the entry area to the park. Work under this funding, if granted, will provide a foundation for a transition from non-native forest to open oak dominated savanna and woodland.

South Washington Schools are now engaged in the School Forest planning beginning with ongoing planting events in April and May. Staff has been working with the District and DNR to facilitate planning of the event.

Cottage Grove Open Space Planning

Staff is working with City of Cottage Grove Parks Department assisting with ecological planning efforts at Mississippi Dunes Preserve, Still Ponds Preserve and Vandenberg Lake. Staff is working with Friends of the Mississippi River to develop a full site assessment and Natural Resources Management Plan for Mississippi Dunes in 2025. Staff is working with the WCD to develop a full site assessment and Natural Resources Management Plan for Still Ponds Park in 2025.

Armstrong Lake Wetland Cattail Harvesting

Barr Engineering has compiled guidance for District staff concerning logistics, regulatory considerations, and sample specifications related to a proposed cattail harvesting project in Oakdale. Staff will continue to develop this concept and eventually seek pilot project implementation.

SWWD Website Update

SWWD staff continue coordinating with the hired web developer team and are still in the early phases of planning and development. Most recent work has focused on establishing key search terms and determining navigation on the website. Phase one is estimated to conclude in March 2025. Windmill Strategy estimates that the new website will launch in August 2025.



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Agenda Item # 6
Title: 2025 Stormwater Utility Fee Undercharges, Resolution #2025-003	Board Action Requested: Approve Resolution #2025-003	Required Signatures None
Reviewed by: JHL		Presented by: Loomis
<p>Background/Justification: SWWD previously identified errors in its stormwater utility fee billing that is collected by Washington County as part of annual property taxes. Some landowners were overcharged while others were undercharged. Overcharged properties have been addressed. For undercharged properties, staff recommend the following, as contained in the enclosed resolution: notify owners undercharged by less than \$100 of the error and add the undercharged amount to their 2026 property taxes, and notify owners undercharged by more than \$100 of the error and giving them the option to pay in 2025 or having the amount added to their 2026 property taxes.</p> <p>Staff recommend approval of enclosed resolution #2025-003.</p>		
Previous Action:		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications:		Comments:
Fund	Explanation:	Fund Balance:
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments



SOUTH WASHINGTON WATERSHED DISTRICT

RESOLUTION No. 2025-003

RESOLUTION OF THE SOUTH WASHINGTON WATERSHED DISTRICT RESOLVING ERRORS IN 2025 STORMWATER UTILITY FEES RESULTING IN UNDERCHARGED PROPERTIES

WHEREAS, the South Washington Watershed District (“The District”) has approved and locally adopted a comprehensive watershed management plan (“the Plan”), as defined by Minnesota Statutes 103B, 103D, and 103E and Minnesota Rule Chapter 8410; and pursuant to the Plan, the District has initiated projects to develop a comprehensive stormwater management/flood control system; and

WHEREAS, The District has selected a sub-watershed funding approach for the implementation of projects (Exhibit A); and

WHEREAS, the Plan establishes a sub-watershed water management districts pursuant to Minnesota Statute 103D.729 for the South Washington Watershed, the East Mississippi Watershed, and the Lower St. Croix Watershed; and

WHEREAS, the South Washington Watershed District Board of Managers adopted stormwater utility fees payable for 2025 within each of the sub-watershed water management districts, in SWWD Board Resolution 2024-005, adopted September 10, 2024; and

WHEREAS, The District has identified 937 parcels were erroneously undercharged in their 2025 property tax statement due to clerical error;

NOW, THEREFORE, it is hereby resolved by the Board of Managers of the South Washington Watershed District as follows:

That the District will issue invoices directly to 464 landowners undercharged by more than \$100.00 with the option to pay this year or have the undercharged amount added to their 2026 stormwater utility fees payable in 2026.

That the District will assess the undercharged amount for 473 landowners undercharged by less than \$100.00 to their 2026 stormwater utility fees payable in 2026.

Manager _____ moved the adoption of the foregoing Resolution
#2025-003, and Manager _____ seconded the adoption of the Resolution,
and it was duly adopted by the Board on the 13th of May, 2025.

Sharon Doucette, President

Michael Madigan, Secretary



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Agenda Item # 7
Title: Abdo Payroll, HR and Accounting Services Contracts	Board Action Requested: Approve Abdo Accounting and Payroll Contracts	Required Signatures SWWD President
Reviewed by: MMM		Presented by: Imse
<p>Background/Justification: Abdo has provided payroll services to the SWWD since 2024. Enclosed is the 2025 proposal from Abdo to provide payroll services and Human Resources consultation as needed. The cost for payroll services is \$455/month.</p> <p>Enclosed is a proposal from Abdo to provide accounting consultation as needed for the SWWD. Previously these services were provided by Redpath and Company. Abdo is familiar with Watershed District accounting and provides services for the Minnehaha Creek, Sauk River, and Middle Fork Crow Watershed Districts.</p> <p>Staff anticipate minimal consultation time and have budgeted for these services annually.</p> <p>Staff recommends approval.</p>		
Previous Action:		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date:
Financial Implications: \$		Comments:
Fund	Explanation:	Fund Balance:
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments



April 21, 2025

South Washington Watershed District
Woodbury, Minnesota

Dear South Washington Watershed District,

Thank you for the opportunity to submit this proposal for annual renewal to South Washington Watershed District (the Client) for full-service payroll processing as well as on-demand HR support. Based on our ongoing relationship and experience with your organization, we believe our structured partnership will continue to provide you with the payroll processing, tax deposits and filings, and, if you should need it, the HR support and compliance you've come to expect from Abdo.

Our experienced team of payroll and HR experts and our commitment to proactive support aim to give you the peace of mind that comes with knowing you're informed of all high-level payroll information and compliant with all applicable local, state and federal requirements. We also understand that the following priorities are important to you and your employees:

- You recognize that payroll and HR are critical functions of your overall operations and you value continuity, consistency, and compliance for your employees.
- You appreciate the reassurance that working with a payroll partner ensures you're never left with a staff vacancy in your key payroll responsibilities
- You understand the need for HR/payroll automation and are open to leveraging technology to improve payroll efficiency, information sharing and recordkeeping, and the overall employee experience
- You've come to expect a payroll partner that you can trust to handle the deadlines and complexities of payroll so that you can focus on running your organization.
- You feel confident in your internal HR operations but also appreciate knowing that you have a team of HR experts only a phone call away.

Unless terminated in accordance with the terms of the Agreement, the term of our contract shall be effective May 1, 2025.

Updated pricing for services to be provided by Abdo LLP is included in this renewal and an engagement renewal, requiring your signature is provided in the **Appendix**.

Please note, that for ease and predictability of payroll billing, our per payroll/month/annual charges will be bundled into a single flat monthly fee based on your current payroll set-up, employee headcount, earnings and deductions. All other Human Resources and non-contract payroll services will be billed, only upon your request, at our standard hourly rates.

Abdo LLP would like to thank South Washington Watershed District for this opportunity and we look forward to continuing to serve as your trusted partner. Of course, please don't hesitate to reach out directly with any questions, concerns, or additional needs.

Sincerely,

Abdo

Leah R. Davis, CPA
Partner, Abdo

Edina Office

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090

Mankato Office

100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727

Scottsdale Office

14500 N Northsight Blvd, Ste 233
Scottsdale, AZ 85260
P 480.864.5579

Client Scope and Investment

Full-Service Payroll Support \$455.00/Month	
Guaranteed on-time payroll processing and employee delivery, including direct deposit	Included
Worry-free tax and regulatory review, reporting, filing and deposits with anytime access to management and labor reports	Included
Proactive and expert payroll compliance support to keep you out of trouble	Included
Employee friendly self-service portal access and information updating	Included
On-Call Access to Abdo Experts	Responsive access for management or supervisor questions
No Hassle Accounting Entries	Simple reporting integration customized to your general journal
Integrated Software Support and Utilization	Basic support for payroll system
Items that may affect your contracted monthly amount	
Changes in Employee Headcount	
Additional State/Jurisdiction Filing Requirements	
New Child Support Submissions	
New 401(k)/IRA/PERA/HSA/AFLAC Submissions	
New Garnishments/Levy Calculation and Submissions	



Client Scope and Investment (Continued)

Additional services billed as needed	
Integrated Time and PTO tracking, approval, and scheduling	Optional – Billed hourly + Software fees
Employee Self-Service Login Support	Billed hourly
Changes to client policies or payroll set-up that require system reconfiguration (i.e. PTO accrual changes, general ledger set-up, etc.)	Billed hourly
W2 Reprints	Billed hourly + Software fees (if any)
Special/Historical Reporting or Analysis	Billed hourly
Work Comp Audit Reporting	Billed hourly
Verification of Employment Reporting	Billed hourly
1095C/1094C Reporting	Billed hourly + Software fees (if any)
Special/Additional Payroll Runs and Corrections (due to client request or errors)	Billed hourly + Software fees (if any)
Client Payroll Bank Account Changes	Billed hourly
Payroll Filing Amendments (due to client errors or changes)	Billed hourly + Software fees (if any)
Expedited Processing Fee Due to Late Submission of Payroll Information (Payroll information is due by 12:00 p.m. CST, four business days prior to your check date)	\$95.00 per applicable check date



Client Scope and Investment (Continued)

Payroll and Human Resources Consulting	Hourly Rates*
Technical and Administrative Support – examples include basic HR/Payroll compliance, benefit admin support, processing best practices, basic employee communications, and access to standardized tools and templates.	\$190.00 – \$240.00/hour (dependent on the level of staff required)
HR Generalist and Manager/Supervisor Support – examples include customized process evaluation and development, manager/supervisor coaching and development, and assistance with complex HR or payroll tax matters.	\$255.00 - \$310.00/hour (dependent on the level of staff required)
Director and Partner Level HR Support – examples include Senior Manager and Partner level support for strategic program/policy development, Affordable Care Act compliance, and organizational development initiatives.	\$370.00 - \$5100.00/hour (dependent on the level of staff required)

**Hourly rates subject to change on September 1st of each calendar year.*

SERVICE AND PRICE GUARANTEE

Our work is guaranteed to the complete satisfaction of the client. Upon payment of your invoices, we will judge you have been satisfied, however, we welcome further conversation, if, in any way, you feel your expectations are not being met. Please understand, however, that the price we have quoted considers and relies upon the following:

- The information you agree to provide is on time and complete to the degree indicated in our agreement.
- Your key management, finance, or human resources team members don't change during our service period.
- No undisclosed or newly arising complexities, claims, or significant transactions, occur that impact our service period. This includes emergence of yet unspecified revisions to any prior period work that would need to occur before we can perform our agreed services.
- No new tax, regulatory, or other reporting requirements are introduced between now and the end of our service period.

A full scope of services, including estimated hourly charges, is listed on the previous page.

ADDITIONAL SERVICES

Should you request services in addition to the Contracted Services, we will provide you with proposed fees for the services to be provided. You may be required to sign a written or electronic confirmation of your request for additional services prior to new service implementation.



Human Resources Consulting

OUR HUMAN RESOURCES EXPERTS PROVIDE:



Customized HR Support

As-needed support to handle challenging and confusing HR issues, including workplace investigations. We can help translate the rules into real-world solutions.



HR Assessment Projects

Gain clarity of your entire organization through documentation of your current HR policies and procedures, identification of potential risk areas, and recommendations for long-term process and program improvements to help you move forward with confidence.



HR & Payroll Automation

Leverage technology and automation to keep your organization compliant while minimizing the paper shuffle so you can free up your time to focus on your people.



Employee Handbook Development and Manager/Employee Training

Provide your leaders and employees with clear and predictable policies that work in real life and are tailored to your unique organization.



Benefit Plan Value Analysis, Enrollment Support, and Employee Education

Ensure your employee benefit investment is built around what your employees value most and receives the recognition and appreciation it deserves.



Affordable Care Act (ACA) Compliance

Leverage the extensive knowledge of our HR professionals to ensure your organization is proactive and compliant in all areas of ACA planning, management, and reporting.



Performance Management Program Development and Training

Develop customized and intentional programs to motivate, measure, and reward the key behaviors that drive real organizational success.



Manager and Leadership Training

Design customized and comprehensive training curriculum for leaders and employees to support a culture of continuous development and learning. Training topics may include, but are not limited to, sexual harassment, disability accommodation, effective communication and feedback, goal-setting and performance management, change management, and constructive conflict.



Total Compensation Program and Marketability Analysis

Ensure confidence that your compensation program is competitive, motivating, and focused on retaining your highest performers.

Appendix

AGREEMENT FOR SERVICES AND
AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES

Agreement for Services

THIS AGREEMENT, is effective May 1, 2025, by and between South Washington Watershed District (hereinafter referred to as the "Client"), and Abdo, LLP (hereinafter referred to as "Abdo" or the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees related to its own operations and arising out of the Contractor's activities;

The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold itself out as such;

The Contractor shall be the exclusive outsourced payroll resource service provider for the Client during the term of this Agreement;

The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.

The Contractor may make recommendations and/or perform services on behalf of the Client but the Client is responsible for all final management decisions and for setting and administering any organizational policies, procedures, or other guidance that result in the services being performed. Further, with respect to the payroll services that are being provided, the Client is responsible for all originating documents (i.e. salary or hourly wage amounts, hours worked, benefits, premium pay policies, etc.) that affect payroll processing, and the Client will review and approve the payroll before or after its processed. The Contractor will not hold or have access to any Client funds as part of the services being provided.

If applicable, the Client will approve all general ledger setup and mapping related to payroll journal entries provided or initiated by the Contractor. The Contractor will be responsible for notifying the Contractor of any changes to the general ledger or journal entry and all changes will be approved by the Client.

The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follow

ARTICLE I

INCORPORATION OF RECITAL

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at its expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide the Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and shall remain in effect for the duration of the consulting engagement, unless earlier terminated as provided in Subsections 2 or 3.

Section 2 Client's Termination Rights: The Client may terminate this Agreement upon sixty (60) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate upon ten (10) days written notice of the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to the Client in the event the Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by the Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with sixty (60) days written notice.

ARTICLE IV

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than ninety (90) days prior to the expiration of the term of this Agreement, the Client may provide written notice of its intent to renew this Agreement for an additional term of up to three years upon terms and conditions agreed upon by both parties to the Agreement. If no such renewal agreement is executed by the parties, the Agreement terminates without further action of either party on the one year anniversary date, or the completion of the consulting engagement, whichever is longer.

ARTICLE V

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the Client Operations Manager. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable, but the Client's rights and obligations may be assigned to any successor entity upon ten (10) days' notice.

ARTICLE V (CONTINUED)

GENERAL (CONTINUED)

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement conditioned upon Client's payment of all fees and expenses due to Contractor pursuant to this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

Section 5 No Legal Advice: Client understands, acknowledges and agrees that the consulting services provided by Contractor under this Agreement do not include or constitute legal advice and that Contractor is not undertaking to provide Client legal advice in connection with the consulting engagement hereunder. Client further understands, acknowledges and agrees that the subject matter of this engagement, including regulatory compliance, implicates complex legal issues requiring assessment and advice from competent legal counsel. Client shall be responsible for engaging and/or consulting with legal counsel of its choosing to assess and advise Client regarding the propriety and legality of any recommendations, guidance or advice of Contractor arising from or relating to Contractor's performance of its services under this Agreement. Client agrees to indemnify, hold harmless and defend Contractor from and against any liability, expense, cost, damages, claim and action, including attorneys' fees and costs, arising from or relating to Client's payroll or other human resources policies and/or practices both prior to, during and following Contractor's provision of services under this Agreement, including, but not limited to, any claims by current or former employees of Client challenging the propriety or legality of said practices.

Section 6 Data Accuracy and Prompt Delivery: Client understands, acknowledges and agrees that Contractor's performance of services under this Agreement is dependent on Client promptly providing Contractor with accurate data, documents, and other information pertinent to the subject consulting engagement. Client shall provide Contractor access to data, documents and other information requested by Contractor in accordance with the project schedule mutually agreed to by Client and Contractor. Contractor also represents and warrants that said data, documents and information shall be reliable and accurate to the best of Client's knowledge and agrees that Contractor shall be entitled to rely on the accuracy of the same in the performance of its services under this Agreement. Client agrees to indemnify, hold harmless and defend Contractor from and against any liability, expense, cost, damages, claim and action, including attorneys' fees and costs, arising out of or relating to any errors, inaccuracies, or omissions in the data, documents and other information provided by Client to Contractor pursuant to this Agreement. Further, in the event of any delay on the part of Client to provide to Contractor required data, documents or other information or the identification of any errors, inaccuracies, or omissions in the data, documents or other information provided by Client, Contractor shall be entitled to an equitable adjustment of the schedule and compensation for the performance of its services resulting from said delay or need to address any errors, inaccuracies, or omissions in the data, documents or other information provided by Client.

Section 7 Entire Agreement: This Agreement is the entire agreement between the Client and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

ARTICLE V (CONTINUED)

GENERAL (CONTINUED)

Section 8 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate human resource recommendations and information that allows the Client the ability to make final human resource decisions. Contractor will provide final human resource recommendations, but Contractor is not responsible for the final decisions made regarding human resource matters and Client shall indemnify and hold Contractor harmless from the same.

Section 10 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, based on the fees indicated in the proposed client investment schedule and under the attached scope of services. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this contract. If the contract is for an hourly fee basis, invoices will be sent monthly.

Section 11 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the additional services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 12 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill its obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

Section 13 Equal Employment Opportunity: Abdo, LLP and its subsidiary companies are committed to providing equal employment opportunities to all employees and applicants for employment without regard to any legally-recognized basis "protected class" including but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, sexual orientation or marital preference, genetic information or any other protected class under federal, state, or local law.

LIMITATION OF LIABILITY

Section 14 Disputes: If any dispute arises between Abdo and the Client under this Agreement, the dispute shall first be submitted to mediation. The costs of mediation shall be shared equally by the parties. All disputes between Abdo and the Client arising out of this Agreement which cannot be settled directly or through mediation shall be resolved through binding arbitration in Mankato, Minnesota in accordance with the rules for resolution of commercial disputes then in effect of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof. It is further agreed that the arbitrator may, in its sole discretion, award attorneys' fees and costs to the prevailing party.

Section 15 Limitation of Liability: Abdo's entire liability, and the Client's exclusive remedy, for Abdo's performance or non-performance under this Agreement shall be for Abdo to reimburse the Client the total charges for related services provided during the previous twelve months. ABDO WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES WHICH THE CLIENT MAY INCUR AS A RESULT OF ABDO'S FAILURE TO PERFORM ANY TERM OR CONDITION OF THIS AGREEMENT (EVEN IF IT HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). The Client shall indemnify Abdo against, and hold each of them harmless from, any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees and costs) in any way arising out of or relating to disputes or legal actions with Client's employees or any third parties concerning the provision of the services under this Agreement. The Client's obligations under the preceding sentence shall survive termination of this Agreement.

Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

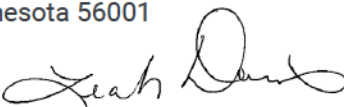
**South Washington Watershed District
Woodbury, Minnesota**

Name Melissa Imse

Title Operations Manager

Date 04/22/2025

Abdo
100 Warren Street, Suite 600
Mankato, Minnesota 56001

Name 

Title Partner

Date April 21, 2025



SERVICE PROPOSAL FOR

South Washington Watershed District

2302 Tower Drive, Woodbury, Minnesota 55125

April 30, 2025

abdosolutions.com | Mankato, MN - Edina, MN - Scottsdale, AZ

Abdo
Financial
Solutions

Proposed by

Victoria Holthaus, CPA, MPA

Partner | Abdo

victoria.holthaus@abdofs.com

P 952.715.3069

Melissa Imse, Office Manager
South Washington Watershed District
2302 Tower Drive
Woodbury, Minnesota 55125

April 30, 2025

Dear Melissa,

Thank you for the opportunity to submit this proposal to the South Washington Watershed District, Minnesota (the District), for accounting services. Based on our past experience with districts of comparable size and complexity, we believe our structured contract with defined outcomes offered through Abdo Financial Solutions, LLC (Abdo FS), will provide the District with excellent financial services.

We are confident our solution will offer the District advanced insights, provide public finance guidance, and serve as an experienced partner to assist the District. Our proposal is based on the needs of the District as discussed in our phone call, and the experiences we have had working with other districts. This proposal outlines the scope of services we believe will address the needs of the District.

The following are a few ways in which our Financial Solutions team can provide support:

- You expressed the importance of partnering with an advisor that would provide timely advice on accounting and finance matters. Our team has partnered with multiple watershed Districts to provide expert advice when it is needed.
- You indicated that a review of year-end adjustments and work papers prior to audit fieldwork will be an important component of our contract. In particular, assistance with the grant reconciliation may be beneficial to you.

The term of this contract shall be from June 1, 2025 through December 31, 2027.

An Abdo FS representative will perform services remotely.

The investment required for our services is indicated on the value page, and this quote remains valid for thirty (30) days. Please note that Abdo FS is independent of the District as defined by auditing standards generally accepted in the United States of America.

The investment required for our services is indicated on the value page, and this quote remains valid for thirty (30) days.

Abdo FS acknowledges the District may have retained an independent registered municipal advisor (IRMA) to assist and advise the District in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the District will rely on advice from their IRMA. Abdo FS will have no recourse against the District or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.



Abdo FS would like to thank the District for the opportunity to propose on these services. We look forward to exceeding your expectations and developing our long-term, mutually beneficial relationship.

Sincerely,

Abdo Financial Solutions

A handwritten signature in black ink, reading "Victoria Holthaus". The signature is fluid and cursive, with the first name "Victoria" and last name "Holthaus" clearly distinguishable.

Victoria Holthaus, CPA, MPA

Partner | Abdo

The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work. We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

Our process is built around a deep commitment to every client:

*We light the path forward so you can proceed with **confidence**.*

*We're the **partner** you can trust to help you along the way.*

*We're the **catalyst** who empowers you to reach your goals.*



Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we have the resources, knowledge, people and services to light the path forward for your district.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Each team member is briefly profiled below, and full biographies can be found in Appendix C.

Upon engaging with Abdo Financial Solutions, your core service team will be assigned. You will be provided a primary and secondary point of contact. We pride ourselves on a team approach to service delivery. This means that from time to time, individuals shown below may be called upon to support your contract. This helps to ensure that we are delivering the highest level of service, and you can rest assured that we have cross training in place. Our goal is consistent, quality service for your district.



VICTORIA HOLTHAUS, CPA, MPA

Partner
victoria.holthaus@abdofs.com
P 952.715.3069



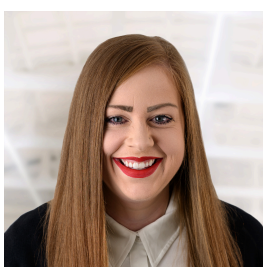
TESSA BEUNING

Senior Manager
tessa.beuning@abdofs.com
P 952.715.3027



LAVELLE KROONTJE

Senior Associate
lavelle.kroontje@abdofs.com
P 952.295.7165



AMBER CHRUDIMSKY

Senior Associate
amber.chrudimsky@abdofs.com
P 952.715.3021



Government Experience

You can have confidence in our years of experience performing consulting services, the quality of the accounting services we offer and our understanding of the unique challenges our clients face in the government space. Since 1963, we've served districts just like yours. With an unwavering commitment to streamlining processes, training staff, and finding technology-based solutions, we proudly offer excellence in governmental consulting and auditing. Out of our 250-strong, talented staff, over 60 team members are 100% focused on government clients, which include over 100 cities and other governmental entities. By serving districts across Minnesota, we have become experts in the nuances of how to best support your district. Our expertise affords you a consulting experience that is painless. We do this by communicating up front, coming fully prepared, and being available throughout the year to support you.

PROCESS

Our methods are centered around incorporating technology to deliver unparalleled solutions for government organizations. In addition to our consulting experience, our firm expertly performs outsourcing for governments giving us a wealth of experience in a consulting role. We don't believe in a one-size-fits-all mentality. So together, we'll focus on the needs that are relevant to your district and provide the right services to meet them with a customized methodology based on your needs. We're focused on developing creative, customized solutions to help your district mitigate costs and boost efficiency.

FOCUS

Through continuous training and growth opportunities, we've established an environment with a focus on serving government entities. We spend more than 100 hours training and onboarding to ensure success for our clients. We truly hope that you partner with us to light the path forward for your organization.

OUR QUALIFICATIONS

- GFOA and MnGFOA Association members
- Government operations training
- Consulting services for over 100 cities
- We've assisted many municipalities in preparing for the GFOA's Certificate of Achievement for Excellence awards in financial reporting

OUR FINANCIAL MANAGEMENT AND CONSULTING SERVICES INCLUDE:

- Budget process development
- Capital improvement planning
- Cash flow analysis
- Cost containment processes
- Debt management plans
- ERP system consulting
- Federal and State relations/grant consulting
- Finance Director services
- Financial management plans
- Financial reporting and analysis
- Fleet: Operations and replacement rate analysis
- Interim accounting and financial services
- Internal control evaluation
- Long-term strategic planning
- Payroll processing
- Policy development
- Process flows and efficiencies
- Project management
- Quarterly and monthly reporting to management
- Reconciliations
- Software implementation
- Training
- Utility/fee analysis
- Year-end audit preparation and financial statement preparation



Value

At Abdo FS, we are dedicated to assisting our clients in achieving their financial goals through comprehensive and personalized financial services. Our team of experienced professionals provide expert guidance in public finance.

Our fees range from \$190 - \$510 per hour based upon the experience and level of the individuals to be assigned to perform your work. Fees are also based on the assumption and limitations outlined in the Scope of Services. Below are the fees for our services.

SERVICES	ESTIMATED ANNUAL FEES
Accounting Services	\$ 15,000

When clients work with us on an as needed basis, annual fees generally range around \$15,000 per year. Please know that our fees will be invoiced hourly based on the services requested, and time spent by our team.

Our Hourly rates are subject to change on September 1st each year.

We understand there is a large variance in our proposed rates. However, we'd like to assure you our top priority is delivering the highest value at the most economical cost to you. Our experienced project management team is committed to judiciously allocating tasks and resources to ensure the majority of the work will be executed at the lowest available rate, without compromising on the quality of the deliverables. We believe that with this approach, we can achieve a balance between cost-efficiency and excellence in execution.

This quote is valid for thirty (30) days.

Service fees will be invoiced monthly.

Scope of Services

ABDO FS CONTRACT TASK	CLIENT RESPONSIBILITY	FREQUENCY
Provide consultation to the District on accounting and finance matters.	Make all Management decisions, perform all Management functions, review and accept our work.	As needed

What Our Clients Say

CLIENT REFERENCES

One of the things we enjoy most about our work is developing long-term relationships with our clients and watching their district thrive as we help them to evolve and grow. Our clients listed below serve as a sample of references of those we partner with for their financial accounting and consulting services. Additional references are available upon request.



SAUK RIVER WATERSHED DISTRICT

Jon Roeschlein
District Administrator
P 320.527.1044

SERVICES PROVIDED

Audit Preparation

MINNEHAHA CREEK WATERSHED DISTRICT

Deb Johnson
Office Manager
P 952.641.4503

SERVICES PROVIDED

*Outsourced Finance
Director*
Audit Preparation

MIDDLE FORK CROW RIVER WATERSHED DISTRICT

Andy Johnson
District Administrator
P 320.796.0888

SERVICES PROVIDED

*Chart of Accounts
Mapping*
Accounting Assistance
Client Training

Value-Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the additional solutions that we believe could be of great value to your district. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at www.abdosolutions.com.

HR & PAYROLL SERVICES

We help employers better support their most valuable resource...their people. Having clear and consistent HR practices that best suit the individuality of your district is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help districts with:

- Employee management and development
- Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

LONG TERM PLANNING

How will you fund your district's Capital Improvement Plan? Part of establishing a capital improvement program is determining how to pay for it. Will you issue debt? Raise property taxes? Reorganize your capital budget? A long-term plan can help you answer these questions and more. Depending on your needs, our approach to long term planning may include:

- Preparing projections to gauge future revenue streams
- Conducting a debt management study
- Reviewing reserve and fund balance policies
- Implementing plans to achieve pay-as-you-go financing

Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For over 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 200 professionals and over six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota, and Scottsdale, AZ. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.

"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

-- **Steve McDonald, CPA** | *Managing Partner*

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Appendix A

AGREEMENT FOR FINANCIAL SERVICES

Agreement for Financial Services

THIS AGREEMENT, is made and entered into on April 30, 2025 by and between the South Washington Watershed District, Minnesota (hereinafter referred to as the ("Client")), and Abdo Financial Solutions (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive outsourced accounting service provider for the Client during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this Agreement.

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

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until December 31, 2027 unless earlier terminated as provided in Sections 2 and 3.

Section 2 Client's Termination Rights: The Client may terminate this Agreement upon thirty (30) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate on ten (10) days written notice if the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to Client in the event Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with thirty (30) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the Operations Manager. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the Client from any claim, liability, damage or loss asserted against the Client as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

ARTICLE IV - CONTINUED

GENERAL (CONTINUED)

Section 5 Entire Agreement: This Agreement is the entire agreement between the Client and the Contractor, and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein, and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate financial recommendations and information that allows the Board the ability to make final financial decisions. Contractor will provide final financial recommendations but is not responsible for the final decisions made regarding financial matters.

Section 8 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated on the Value page of this proposal. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

Section 9 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 10 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

Section 11 Municipal Advisor: Abdo FS acknowledges the Client may/has retained an independent registered municipal advisor (IRMA) to assist and advise the Client in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the Client will rely on advice from their IRMA. Abdo FS will have no recourse against the Client or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

Section 12 Equal Employment Opportunity: Abdo, LLP and its subsidiary companies are committed to providing equal employment opportunities to all employees and applicants for employment without regard to any legally-recognized basis "protected class" including but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, sexual orientation or marital preference, genetic information or any other protected class under federal, state, or local law.

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Appendix B

AGREEMENT FOR THE PROVISION OF
PROFESSIONAL SERVICES

Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

South Washington Watershed District

2302 Tower Drive

Woodbury, Minnesota 55125



SIGNATURE

Melissa Imse

Abdo Financial Solutions, LLC

5201 Eden Avenue, Suite 250

Edina, Minnesota 55436

A handwritten signature in black ink, appearing to read "Victoria Holthaus".

Victoria Holthaus, CPA, MPA

Partner | Abdo

April 30, 2025



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Agenda Item # 8
Title: 2024 SWWD Financial Audit	Board Action Requested: Accept the 2024 Financial Audit	Required Signatures None
Reviewed by: JHL		Presented by: Imse
Background/Justification: The 2024 SWWD Financial Audit is complete and was conducted by our auditing firm Abdo. SWWD received a clean audit opinion and had the same finding of Limited Segregation of Duties. The audit has been reviewed by the SWWD Treasurer. Staff recommends approval, and will submit the report to the required State Agencies.		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: \$ 0		Comments:
Fund	Explanation:	Fund Balance:
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments



Executive Governance Summary

South Washington Watershed District

Woodbury, Minnesota

For the year ended December 31, 2024



Edina Office

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090

Mankato Office

100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727

Scottsdale Office

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April 28, 2025

Management and Board of Managers
South Washington Watershed District
Woodbury, Minnesota

We have audited the financial statements of the governmental activities and each major fund of the South Washington Watershed District (the District), Woodbury, Minnesota, for the year ended December 31, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, Government Auditing Standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated December 6, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify a certain deficiency in internal control, described below as item 2024-001 that we consider to be a significant deficiency.

<u>Finding</u>	<u>Description</u>
2024-001	Limited Segregation of Duties
<i>Condition:</i>	During our audit we reviewed procedures over cash receipts, cash disbursements, payroll, financial reporting, and journal entries and found the District to have limited segregation of duties over those transaction cycles.
<i>Criteria:</i>	There are four general categories of duties: authorization, custody, recording and reconciliation. In an ideal system, different employees perform each of these four major functions. In other words, no one person has control of two or more of these responsibilities.
<i>Cause:</i>	The Operations Manager is responsible for all four general categories in the transaction cycles listed above.
<i>Effect:</i>	The existence of this limited segregation of duties increases the risk of fraud and error.
<i>Recommendation:</i>	While we recognize the number of staff is not large enough to eliminate this deficiency, we recommend that the District evaluate the current procedures and segregate duties where possible and implement any compensating controls. It is important that the Board is aware of this condition and monitors all financial information.

Management Response:

The District has internal control policies and procedures in place to adequately compensate for the lack of segregation of duties, such as having all disbursements reviewed and approved by staff, administration, and the Board. Any modifications will be viewed from a cost/benefit perspective.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported in accordance with Minnesota statutes.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the District are described in Note 1 to the financial statements. The District changed accounting policies during the year ended December 31, 2024 related to compensated absences (GASB 101). We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements are as follows:

- Management's estimate of depreciation is based on estimated useful lives of the assets. Depreciation is calculated using the straight-line method.
- Management's estimate of its pension liability is based on several factors including, but not limited to, anticipated investment return rate, retirement age for active employees, life expectancy, salary increase and form of annuity payment upon retirement.
- Management's estimate of future paid sick time usage is based on historical usage data.



We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole. The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 28, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.



Other Matters

We applied certain limited procedures to the required supplementary information (RSI) (Management's Discussion and Analysis, the Schedules of Employer's Shares of the Net Pension Liability, the Schedules of Employer's Contributions and related notes) is information that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information for the combining schedules which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section which accompanies the financial statements but is not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Future Accounting Standard Changes

The following Governmental Accounting Standards Board (GASB) Statements have been issued and may have an impact on future District financial statements:

GASB Statement No. 102 – *Certain Risk Disclosures*

Effective: 12/31/2025

GASB Statement No. 103 – *Financial Reporting Model Improvements*

Effective: 12/31/2026

GASB Statement No. 104 – *Disclosure of Certain Capital Assets*

Effective: 12/31/2026

Further information on upcoming [GASB pronouncements](#).

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Restriction on Use

This communication is intended solely for the information and use of Board of Managers, management and the Minnesota Office of the State Auditor, and is not intended to be and should not be used by anyone other than these specified parties.

Our audit would not necessarily disclose all weaknesses in the system because it was based on selected tests of the accounting records and related data. The comments and recommendations in the report are purely constructive in nature, and should be read in this context.

If you have any questions or wish to discuss any of the items contained in this letter, please feel free to contact us at your convenience. We wish to thank you for the opportunity to be of service and for the courtesy and cooperation extended to us by your staff.



Abdo
Minneapolis, Minnesota
April 28, 2025





Date: May 9, 2025	South Washington Watershed District Request for Board Action	Agenda Item # 9
Title: Lower St. Croix River Watershed Partnership Comprehensive Management Plan Amendment & FY23 WBIF Grant Workplan Revision	Board Action Requested: Approve the LSC Comprehensive Plan Amendment and FY23 WBIF Grant Workplan Revision	Required Signatures None
Reviewed by: JHL		Presented by: Axtell
Background/Justification: The Lower St. Croix Watershed Partnership (LSCWP) Policy Committee has forwarded two recommendations to local partner boards for approval (see attached memos for details): <ol style="list-style-type: none">1. A minor comprehensive plan amendment that a) expands the priority areas within the Plan eligible for forest management or woodland stewardship plans and b) clarifies recognition of the St. Croix River as a priority waterbody for implementation actions within the Plan.2. A series of FY23 WBIF grant work plan and budget revisions. SWWD staff recommends approval of both items. Once approved by the requisite number of local boards, SWWD staff will be shepherding the minor plan amendment through its process on behalf of the LSCWP.		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: \$0		Comments:
Fund	Explanation:	Fund Balance:
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments

To: Lower St. Croix Watershed Partnership Member Boards
From: Lower St. Croix Watershed Partnership Policy Committee
Date: April 28, 2025

RE: Minor Amendment to Lower St. Croix River Comp. Watershed Management Plan

The Lower St. Croix Watershed Partnership (LSCWP) Policy Committee met on April 28th and recommends that the LSCWP local governing boards approve the following minor amendments to the Lower St. Croix River Comprehensive Watershed Management Plan (Plan). These amendments are not expected to increase the overall cost to administer or implement the Plan.

Proposed Minor Plan Amendments

- 1) Adjust language to priority location descriptions found within Table 5-1 (Part C #43) of the Plan to expand the priority areas for forest management or woodland stewardship plans:
 - Areas located along bluffland or adjacent to publicly owned forest land such as state parks and trails and parcels eligible for a DNR woodland stewardship plan that drain to regionally significant rivers and streams for pollutant reductions (Table 5-2) or regionally significant lakes for pollutant reductions or protection (Table 5-3).

By making this adjustment to further define priority areas for woodland stewardship plans, the Plan will better address protection of private forested acres in regions of the watershed that still have substantial forested areas. Intact and productive forest lands provide an expansive array of ecosystem services, including water storage, surface water infiltration, groundwater protection, and reduction of velocity of surface water flow. By working towards private forest land protection, the Plan will help protect water quality benefits. An eligible property for a DNR woodland stewardship plan is one that is 20 to 5,000 acres where at least 10 acres have or will have trees. The size of properties that are eligible is one of the reasons why an expansion of priority areas is recommended. The scale at which the watershed needs to look at properties of that size should be increased in order for the watershed to successfully accomplish related protection goals laid out in the Plan. Priority waterbodies that would benefit from this can be found on Table 5-2 and Table 5-3.

[This space left intentionally blank.]

2) Modify Table 5-2 (Regionally Significant Rivers and Streams for Pollutant Reductions) as follows:

Table 5-2. Regionally Significant Rivers and Streams for Pollutant Reductions (See Figure 5-2)

Stream Name	Lake St. Croix TMDL Total Phosphorus Reduction Goal (lbs/yr) ¹	10-year TP Reduction Goal (lbs/yr) ²
Sunrise River and Tributaries	18,306	2,256
Lawrence Creek ³	1,177	118
Browns Creek ⁴	848	85
Valley Branch (includes Valley Creek and Kelle's Creek)	968	97
Trout Brook ³	1,419	142
Small Streams Draining to St. Croix River (south of Lawrence Cr & north of Valley Br.)	6,450	645
Rock Creek	3,512	351
Rush Creek	2,451	245
Goose Creek	2,980	298
St. Croix River (including small stream and direct drainage areas and excluding local landlocked basin areas)	9,839	984
TOTAL	38,111 41,500	4,237 4,576
(1) Table B-7, 2012 Lake St. Croix Total Maximum Daily Load Study		
(2) 10% per stream + 425 lbs for stream restoration projects in Sunrise River Watershed		
(3) According to Lake St. Croix TMDL: Actual phosphorus load reduction goals in Lawrence Creek, Valley Branch, and Trout Brook may be smaller than shown (possibly even zero) due to substantial landlocked portions resulting in smaller drainage areas than those used to calculate load reductions.		
(4) Browns Creek reduction goal based on Implementation Plan for Lake St. Croix Nutrient TMDL (2013), App B.		

3) Modify Figure 5-2 (Regionally Significant Rivers and Streams) as attached to include subwatershed boundaries of the areas identified in the amended Table 5-2, consistent with the existing definition of "Direct drainage and direct catchments" on page 59 of the Plan:

Direct drainage and direct catchments: The stream, river, or land area that drains directly to the St. Croix River or Lake St. Croix and that is downstream of a pollutant-mitigating feature such lake, impoundment, pond, or large wetland. (Does not apply in Sunrise River due to the significant pollution contributions from the entire subwatershed and the complex nature of wetlands, impoundments, and connected drainage areas throughout the subwatershed.)

4) Adjust language to priority location descriptions found within Table 5-1 (Part A #2, Part B #14, and Part D #55) to reflect the changes made in items #2 and #3 above:

- Direct drainage areas to St. Croix River **including** through Rock, Rush, Goose, Lawrence, and Browns Creeks and Trout Brook and other small streams shown in Figure 5-2, **excluding local landlocked basins.**

Making the minor changes in items #2 through #4 above will correct an ongoing situation whereby the Plan, as currently written, does not recognize its titular waterbody as a regionally significant waterbody worth protecting through implementation of pollutant reductions as otherwise prescribed within the Plan. The modified load reduction goals for direct drainage areas in Table 5-2 are pulled directly from the Lake St. Croix TMDL. The amendment further clarifies the specific exclusion of local land-locked basins consistent with the original intent of the Plan.

LSCWP Policy Committee Recommendation

The LSCWP Policy Committee recommends that all LSCWP local governing boards approve the proposed minor amendments as shown in the attached markup plan pages (Pages 61, 66, 75, 78, 81, and Figure 5-2).

Next Steps

The local governing boards must act on Policy Committee recommendations within 60 days after the day on which the Policy Committee formally adopted such a recommendation. The decisions of the various governing boards of the Lower St. Croix Watershed Partnership will be deemed approved for purposes of this Agreement when 2/3rds of the governing bodies have adopted formal action on the respective recommendation. Upon local board action, please notify Craig Mell (Chisago SWCD), Angie Hong (Washington SWCD), and Kyle Axtell (South Washington WD) via email of the local board's decision pertaining to this agenda item. The South Washington WD will then proceed with minor plan amendment procedures consistent with the Plan and BWSR operating procedures, including a 30-day notice and comment period and public hearing, to be held at a future LSCWP Policy Committee meeting.

B. 2021 – 2030 Implementation Table: Table 5-1

Table 5-1 Part A. Implementation Actions for Agricultural Lands




Table 5-1 Part A: Implementation for Agricultural Lands			Years 1 - 2	Years 3 - 4	Years 5 - 6	Years 7 - 8	Years 9 - 10	10-year Estimated Cost	10-year Estimated Local Funds	10-year Existing Stable External Funding	Add't External Funds Needed	Imp. Entity	Support Agency	
<div></div> <div></div> <div></div>	Implementation Actions		Estimated Costs											
	(A) Shared Services: Hire or contract with agricultural conservationist and agronomist for basin wide assistance with agronomy, outreach, and technical assistance to agricultural producers including conservation planning and nutrient management plans. [Approximately 80% of this position’s time will be directly working with agricultural producers in the LSC Watershed to identify economical farming practices with water quality benefits to make them a routine part of farm operations. A target is to interact with operators of >3,000 acres. 20% of the position will be support of implementation of BMPs led by others.]		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000	\$0	\$0	\$1,250,000	LSC Partne rship	BWSR MDA NRCS U of M Ext	
	(A) Provide cost share for installing or implementing agricultural best management practices, both structural and non-structural (e.g. soil health BMPs, feedlot improvements, buffers, swales, etc.). Projects to be chosen through targeting and prioritization process described in Section VII.B.		\$690,000	\$940,000	\$1,190,000	\$1,190,000	\$1,190,000	\$5,200,000	A \$20,000	A	\$4,335,000	SWCD WMO WD CLLID	BWSR NRCS MDA MDH	
									C \$200,000	C \$200,000				
									I	I \$40,000				
									P \$5,000	P				
									W \$250,000	W \$150,000				
	(C) Provide conservation planning, technical assistance and education on agricultural best management practices through existing local staff and local initiatives		\$547,800	\$547,800	\$547,800	\$547,800	\$547,800	\$2,739,000	\$475,000		\$0	SWCD WMO WD	BWSR NRCS MDA U of M Ext	
									\$390,000					
									A	A				
									C	C \$500,000				
									I	I \$24,000				
									P \$15,000	P				
W \$1,700,000									W \$500,000					
									\$1,715,000					\$ 1,024,000
Priority Location		Measurable Output	Output by Biennium											
1. GW Quality (Table 3-1 GW1A, 2B)	Basin Wide Priority - Agricultural lands where: 1) DWSMA vulnerability is moderate, high, or very high; or 2) Pollution sensitivity to wells is high or very high; or 3) Pollution sensitivity to near surface materials is karst or high; or 4) Well testing show ≥ 5 mg/L nitrate See Figure 5-1	Install BMPs on 2,200 acres that improve soil health and/or reduce nitrogen and pesticide pollution to groundwater	300 ac	400 ac	500 ac	500 ac	500 ac							
2. Rivers & Streams + St. Croix River WQ (Table 3-1 R&S 1A; STC 1B, C)	Regionally Significant Rivers and Streams: - All streams and tributaries in Sunrise River Watershed (whole watershed regardless of direct drainage) - Direct drainage areas to St. Croix River including through Rock, Rush, Goose, Lawrence, and Browns Creeks and Trout Brook and other small streams shown in Figure 5-2 , excluding local landlocked basins See Table 5-2 for streams and total phosphorus reduction goals; see Figure 5-2	Reduce total phosphorus by 3,300 lbs/year (install approximately 220 BMPs @ estimated 15 lbs/BMP) and reduce TSS, bacteria, and nitrogen as secondary benefit	450 lbs TP (approx. 30 BMPs)	600 lbs TP (approx. 40 BMPs)	750 lbs TP (approx. 50 BMPs)	750 lbs TP (approx. 50 BMPs)	750 lbs TP (approx. 50 BMPs)							


Table 5-1 Part B: Implementation for Developed and Developing Lands			Years 1 - 2	Years 3 - 4	Years 5 - 6	Years 7 - 8	Years 9 - 10	10-year Estimated Cost	10-yr Estimated Local Funds	10-year Existing Stable External Funding	Add't External Funds Needed	Imp. Entity	Support Agency	
12. GW recharge & stream flow (Table 3-1 GW 2B, R&S 3A)	In critical groundwater recharge areas as identified in existing or future maps or studies	Retrofit 20 existing developments with infiltration, recharge and reuse projects	4 projects	4 projects	4 projects	4 projects	4 projects							
13. St. Croix River flows (Table 3-1 STC 3A)	Direct catchments to the St. Croix River and Lake St. Croix	Evaluate and update small storm volume control and large storm rate control ordinances in 4 communities			2 LGUs	2 LGUs								
14. St. Croix River + Rivers & streams WQ (Table 3-1 STC 1B; R&S 1A)	Regionally Significant Rivers and Streams: - All streams and tributaries in Sunrise River Watershed (whole watershed regardless of direct drainage) - Direct drainage areas to St. Croix River <u>including</u> through Rock, Rush, Goose, Lawrence, and Browns Creeks and Trout Brook and other small streams shown in Figure 5-2, excluding local landlocked basins See Table 5-2 for streams and total phosphorus reduction goals; See Figure 5-2	Reduce TP by 100 lbs. (approximately 100 BMPs) and reduce TSS, bacteria, and nitrogen as secondary benefit [Assume 1 lb/BMP; typical reduction for raingarden or similar BMP]	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)							
15. Lake WQ (Table 3-1 LK 1B)	Regionally Significant Lakes for Urban BMPs See Table 5-3 for lakes and total phosphorus reduction goals; See Figure 5-3	Reduce TP by 100 lbs. (approximately 100 BMPs) and reduce TSS, bacteria, and nitrogen as secondary benefit [Assume 1 lb/BMP; typical reduction for raingarden or similar BMP]	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)	20 lbs TP (approx. 20 BMPs)							
16. St. Croix River chlorides (Table 3-1 STC 1D)	Basin wide	75% of all cities have staff certified in MPCA's Level 1 and Level 2 Smart Salting Training	Total of 15% of cities	Total of 30% of cities	Total of 45% of cities	Total of 60% of cities	Total of 75% of cities							
	Implementation Action		Estimated Costs											
	(C) Contact highest urban/suburban groundwater consumers; provide cost share to install smart irrigation technologies		\$0	\$290,000	\$290,000	\$0	\$0	\$580,000	A	A	\$10,000	\$470,000	COs SWCDs WDs WMOs	MDNR U of M Ext
									C	C				
									I	I				
									P	P				
									W	W				
									\$100,000		\$10,000			

Table 5-1 Part C: Implementation for Ecosystem Services			Years 1 - 2	Years 3 - 4	Years 5 - 6	Years 7 - 8	Years 9 - 10	10-year Estimated Cost	10-yr Estimated Local Funds	10-year Existing Stable External Funding	Add't External Funds Needed	Imp. Entity	Support Agency
41. Land protection (Table 3-1 UP 1C, LK 1B)	First priority: Areas where upland habitat is fractured and shoreline areas where there is high to moderate development or land under future development pressure Second priority: Basin wide	Create 20 new Landscape Stewardship Plans	4 new plans	4 new plans	4 new plans	4 new plans	4 new plans						
42. Habitat improve (Table 3-1 UP 2C)	Basin wide based on prioritized mapping including MLCCS maps and other critical habitat mapping	1,000 new acres managed for better habitat, or as recommended in Landscape Stewardship Plans	200 new acres managed	200 new acres managed	200 new acres managed	200 new acres managed	200 new acres managed						
43. Protected lands (Table 3-1 UP 2B)	Areas located along bluffland or adjacent to publicly owned forest land such as state parks and trails <u>and parcels eligible for a DNR woodland stewardship plan that drain to regionally significant rivers and streams for pollutant reductions (Table 5-2) or regionally significant lakes for pollutant reductions or protections (Table 5-3)</u>	Increase acres under private Forest Management Plans or Woodland Stewardship Plans by 20% [23 plans over 10 years]	4 new plans developed	4 new plans developed	4 new plans developed	4 new plans developed	7 new plans developed						
TOTAL "A" High Priorities for WBIF								\$4,330,000	\$1,431,500	\$155,000	\$2,743,500*		
TOTAL "B" Secondary Priorities for WBIF								\$2,650,000	\$140,000	\$90,000	\$2,420,000*		
TOTAL "C" Local Priorities								\$5,035,000	\$2,061,900	\$1,582,000	\$1,391,100		
TABLE 5-1, Part C: GRAND TOTAL								\$12,015,000	\$3,633,400	\$1,827,000	\$6,554,600		

*This total may not reflect the true additional external funding need given significant variation in existing local and stable external funds between counties and LSC Partners.

Table 5-1 Part D. Implementation for Prioritization and Analysis







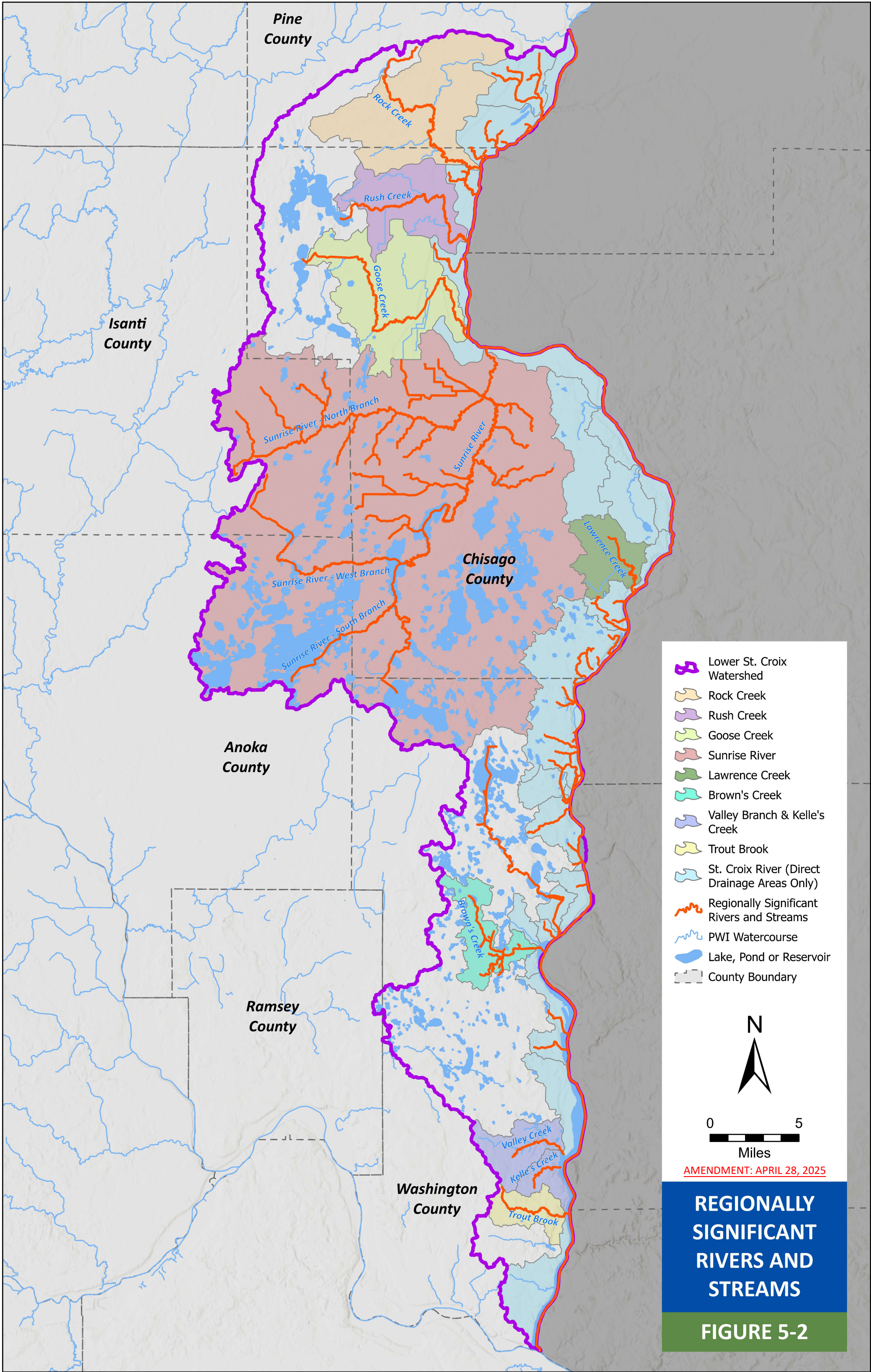
Goals & Issues Table 3-1		Priority Locations	Measurable Outputs	Implementation Actions	Years 1 - 2	Years 3 - 4	Years 5 - 6	Years 7 - 8	Years 9 - 10	10-year Estimated Cost	10-yr Estimated Local Funds	10-year Existing Stable External Funding	Add't External Funds Needed	Imp. Entity	Support Agency
55	R&S 1A, STC 4B 	Regionally Significant Rivers and Streams: - Streams and tributaries in Sunrise R. Watershed - Direct drainage areas to St. Croix River <u>including</u> through Rock, Rush, Goose, and Browns Creeks and Trout Brook and other small streams as shown in Table 5-2 and Figure 5-2 , <u>excluding local landlocked basins</u>	20 subwatershed project targeting analyses are completed (estimated \$10,000 - \$50,000/SWA or \$30,000 ave)	mapping, modeling, cost benefit analyses, or other data-driven targeting activities. See Section VII.B. for further description.	\$150,000 (5 SWAs)	\$150,000 (5 SWAs)	\$120,000 (4 SWAs)	\$90,000 (3 SWAs)	\$90,000 (3 SWAs)						
56	STC 4A, 4C  	Tributaries to the St. Croix	Coordinated hydrologic, chemical, and biological monitoring of the St. Croix River and its tributaries; nutrient loading data of major tributaries to the St. Croix River is evaluated.	Operate up to 10 new monitoring stations that lack data (quality and quantity) to evaluate progress toward achieving the TMDL and to identify priority subwatersheds. @ \$10,000/year/station	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	A C I P W \$100,000 \$100,000	A C I P W \$0	\$800,000	Counties SWCDs WDs WMOS CLLID	MPCA SCRA Met Council USGS St. Cr Res Station Basin Team
57	STC 3A 	Land use authorities in the St. Croix Riverway.	Evaluate the floodplain and zoning ordinances for consistency and effectiveness in protecting the floodplain function and preventing flood damages. Include impacts of variances in the evaluation.	Work with land use authorities along St. Croix River and MnDNR Area Hydrologists to evaluate floodplain and zoning ordinances and update where appropriate.	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000	A C \$50,000 I P W \$50,000	A C \$50,000 I P W \$50,000	\$150,000	Counties SWCDs WDs WMOS	MDNR SCRA
58	STC 4B & UP 2A 	Intermittent and perennial tributaries and watercourses flowing directly to St. Croix River	Inventory and prioritize active erosion sites.	Identify, evaluate, and rank active gullies directly discharging into the St. Croix or its tributaries [LIDAR to identify gully locations; RUSLE & BWSR pollution reduction calculator to determine pollution reduction numbers]	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000	A C I P W \$0	A C \$25,000 I P W \$25,000	\$225,000	Counties SWCDs WDs WMOS	MDNR BWSR
59	STC 2B, 4C UP 1A 	Basin wide	Map priority restoration and protection areas for acquisition, easements, and voluntary stewardship	Complete level 4/5 MLCCS basin wide. Expand the Washington County Natural Resource Framework and use their methodology in Anoka, Chisago, Isanti, and Pine Counties. (MLCCS = \$1,000/sq mi * 640 sq miles)	\$240,000	\$200,000	\$200,000	\$0	\$0	\$640,000	\$0	\$0	\$640,000	Counties SWCDs	MDNR BWSR MPCA

Table 5-2. Regionally Significant Rivers and Streams for Pollutant Reductions (See Figure 5-2)

Stream Name	Lake St. Croix TMDL Total Phosphorus Reduction Goal (lbs/yr) ¹	10-year TP Reduction Goal (lbs/yr) ²
Sunrise River and Tributaries	18,306	2,256
Lawrence Creek ³	1,177	118
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Small Streams Draining to St. Croix River (south of Lawrence Cr & north of Valley Br.)	6,450	645
Rock Creek	3,512	351
Rush Creek	2,451	245
Goose Creek	2,980	298
<u>St. Croix River (including small stream and direct drainage areas and excluding local landlocked basin areas)</u>	<u>9,839</u>	<u>984</u>
TOTAL	38,111 <u>41,500</u>	4,237 <u>4,576</u>
<p>(1) Table B-7, 2012 Lake St. Croix Total Maximum Daily Load Study</p> <p>(2) 10% per stream + 425 lbs for stream restoration projects in Sunrise River Watershed</p> <p>(3) According to Lake St. Croix TMDL: Actual phosphorus load reduction goals in Lawrence Creek, Valley Branch, and Trout Brook may be smaller than shown (possibly even zero) due to substantial landlocked portions resulting in smaller drainage areas than those used to calculate load reductions.</p> <p>(4) Browns Creek reduction goal based on Implementation Plan for Lake St. Croix Nutrient TMDL (2013), App B.</p>		





To: Lower St. Croix Watershed Partnership member boards

From: Lower St. Croix Watershed Partnership Policy Committee

Date: April 28, 2025

Re: LSC FY23 WBIF Work Plan Revision and Budget Amendment

The Policy Committee met on April 28th and recommends to the Lower St. Croix Watershed Partnership local boards the following work plan revision and budget amendment to the LSC FY23 WBIF grant work plan and budget.

Proposed LSC FY23 WBIF grant work plan revision.

Item #1: add Forest Management Plans or Woodland Stewardship Plans as an eligible activity

elink Activity Category: Targeting Analyses

Lead Agency: Washington Conservation District, Jay Riggs

Co-lead Agency: Chisago SWCD, Craig Mell (subcontracts with local partners for each subwatershed project)

Staff Qualifications: This task will be completed by existing qualified staff members of LSC Partner organizations.

Activity Description: This Activity includes ~~two~~ three general types of analyses: 1) Subwatershed Assessment (or similar analysis, not necessarily SWA protocols), ~~and~~ 2) Targeted Street Sweeping Analysis, and 3) Forest Management Plans or Woodland Stewardship Plans.

All priority waterbodies are listed in tables 5.2 and 5.3 Regionally Significant Lakes, Rivers and Streams for Pollutant Reductions. Subwatershed analysis requests will be reviewed by the Steering Committee and other committees as appropriate.

Communities or roadways draining to the waterbodies listed in Table 5-2 and Table 5-3 of the LSC CWMP are priorities for Targeted Street Sweeping Studies. Studies will follow the Tree Canopy Assessment Protocol which is available at www.lsc1w1p.org.

All areas identified in Table 5-1 Part C # 43 of the LSC CWMP are priorities for Forest Management Plans or Woodland Stewardship Plans. Plans will follow the MN DNR Forest Stewardship Program.

Item #2: Budget revision to several work plan activities.

FY23 WBIF - Lower St. Croix Watershed Partners Grant - Steering Committee Recommended Work Plan Budget Revision (03/26/2025)					
A	B	C	D	E	F
WBIF GRANT WORK PLAN ACTIVITY	CURRENT WBIF GRANT ACTIVITY BUDGET	PC RECOMMENDED WBIF GRANT WORK PLAN BUDGET REVISION (04/28/2025)	PR RECOMMENDED WBIF BALANCE WITH WORK PLAN BUDGET REVISION (04/28/2025)	AMOUNT WBIF's ENCUMBERED (04/28/2025)	WBIF BALANCE REMAINING WITH PC RECOMMENDED REVISIONS
A1 Structural Ag BMP Implementation	\$ 260,000.00	\$ 85,472.03	\$ 345,472.03	\$ 345,472.03	\$ -
A2 Structural Urban BMP Implementation	\$ 148,054.00	\$ (18,054.00)	\$ 130,000.00	\$ 130,000.00	\$ -
A3 Non-Structural Ag/Urban BMP Implementation	\$ 122,025.00	\$ (20,000.00)	\$ 102,025.00	\$ 102,025.00	\$ -
A4 Wetland Restoration Implementation	\$ 255,000.00	\$ (15,009.84)	\$ 239,990.16	\$ 239,990.16	\$ -
A5 Agronomy Outreach Specialist	\$ 125,000.00	\$ -	\$ 125,000.00	\$ 125,000.00	\$ -
A6 Shared Services Educator	\$ 270,500.00	\$ (12,660.00)	\$ 257,840.00	\$ 227,840.00	\$ 30,000.00
A7 Technical/Engineering	\$ 112,615.00	\$ (36,059.44)	\$ 76,555.56	\$ 76,555.56	\$ -
A8 Internal Analyses	\$ 18,000.00	\$ 27,000.00	\$ 45,000.00	\$ 45,000.00	\$ -
A9 Targeting Analyses	\$ 45,000.00	\$ (6,000.00)	\$ 39,000.00	\$ 19,000.00	\$ 20,000.00
A10 Administration/Coordination	\$ 90,000.00	\$ (4,688.75)	\$ 85,311.25	\$ 85,311.25	\$ -
PROJECT BALANCE:	\$ 1,446,194.00	\$ -	\$ 1,446,194.00	\$ 1,396,194.00	\$ 50,000.00

Item #3: Grant Agreement Expiration Date extension request.

- Current: December 31, 2025
- Recommended: December 31, 2026

Lower St. Croix Watershed Partnership Policy Committee Recommendation

Recommend that the Lower St. Croix Watershed Partnership local boards approve the proposed LSC FY23 WBIF grant work plan revisions to

1. Add Forest Management Plans or Woodland Stewardship Plans as an eligible activity under the Targeted Analyses activity.
2. Amend the budget as recommended by the LSC WP Policy Committee on April 28, 2025
3. Extend the grant agreement expiration date from December 31, 2025 to December 31, 2026.

Next steps

The local governing boards must act on Policy Committee recommendations within 60 days after the day on which the Policy Committee formally adopted such a recommendation. The decisions of the various governing boards of the Lower St. Croix Watershed Partnership will be deemed approved for purposes of this Agreement when 2/3rds of the governing bodies have adopted formal action on the respective recommendation. Upon local board action, please notify both Craig Mell and Angie Hong via email of the local boards decision pertaining to this agenda item. The Chisago SWCD, acting as the Fiscal Agent, will then submit a work plan revision request to the Board of Water and Soil Resources for consideration and approval.



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Agenda Item # 10
Title: Lake and Middleton School Campus 2025 Maintenance Contract, Edge Ecosystems	Board Action Requested: Approve the Lake and Middleton Maintenance Contract with Edge Ecosystems	Required Signatures SWWD President
Reviewed by: JHL		Presented by: Randazzo
Background/Justification: In order to achieve continuity of maintenance transfer to the South Washington Schools beginning in 2026, a contract for one additional year of maintenance at Lake and Middleton Schools is proposed. This contract will be for regular maintenance (mowing and spot herbicide) on areas that were not managed in 2024. Additionally, a City of Woodbury short mow around a large pond has provided an opportunity for the SWWD to enhance diversity in an area not previously managed and this contract will provide establishment mowing in this area. Staff recommends approval.		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: \$5,094		Comments:
Fund	Explanation:	Fund Balance:
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments

**CONTRACT BETWEEN SOUTH WASHINGTON
WATERSHED DISTRICT AND EDGE ECOSYSTEMS,
LLC**

FOR CONSTRUCTION SERVICES

SOUTH WASHINGTON WATERSHED DISTRICT	
CONTRACT NO.	Lake and Middleton 2025 Prairies Maintenance
TERM	5.13.25 - 12.31.25

I. PARTIES

This Agreement is made and entered into by and between South Washington Watershed District, hereinafter referred to as "SWWD", and Edge Ecosystems, herein referred to as "Contractor", said project to be known as Lake and Middleton Campus Greening.

II. PURPOSE

WHEREAS, The South Washington Watershed District (SWWD) has partnered with the South Washington County School District (District 833) to increase the diversity of vegetation on a 90 acre campus for the Lake Middle and Middleton Elementary Schools and athletic fields at Lake Middle School - 3133 Pioneer Dr. Woodbury, MN 55125 AND at Middleton Elementary School – 9105 Lake Rd. Woodbury, MN 55125;

WHEREAS, the 'greening' of the campus included the conversion of turf to prairie in 2018 and 2019 and conducting vegetation management of establishing prairie;

WHEREAS, prairie maintenance is needed to ensure successful establishment of prairie prior to transfer of management to School District

WHEREAS, the Contractor is an experienced, qualified Contractor capable of performing these duties;

NOW, THEREFORE, the parties agree as follows below:

III. TERM OF CONTRACT

The term of this contract shall be from 05/13/2025 to 12/31/2025 the date of signature of the parties notwithstanding, unless earlier terminated as provided herein.

IV. SCOPE OF SERVICES

Contractor will provide the following tasks as shown in the Site Map as **Attachment 1** in 2024:

Task 1: IPM Treatment x 3 (7.8 Acres):

- Contractor is to provide Integrated Pest Management (IPM) techniques to eliminate/reduce the presence of known broadleaf weed species on Units 1-4, 6,11 and 12 as shown on the Site Map in Exhibit A.

- Treatment to include mowing and/or application of herbicides appropriate to species intended for control.
- Target broadleaved weed species include: Crown Vetch, Bird's Foot Trefoil and Spotted Knapweed. Non-native Thistles, Burdock, Butter and Eggs, Common Daisy, and any other species listed as invasive by the State of Minnesota and encountered should be sprayed as well.
- Target grass species include: Smooth Brome, bluegrasses and other weedy grass species encroaching into established prairies.
- IPM visit(s) must occur between June 11 and October 15
- Contractor must notify the SWWD Project Manager no less than 48 hours prior to IPM visits that involve the use of herbicides in order for SWWD to notify School District Staff
- Where large concentrations of weedy species are present and treated, contractor must notify SWWD Project Manager so that post-treatment follow-up can be pursued by SWWD to assess appropriate next steps

Task 2: Maintenance Mow x 3 (0.75 Acres):

- Establishment high mowing of a portion of Units 13, 14, and 15 is a followup to city mowed pond buffer and SWWD overseeding with the intent of more fully incorporating this area into Campus Greening restoration areas.
- Contractor is to provide three maintenance mowings on a portion of Units 13, 14 and 15.
- Mower height is to be set at approximately 8" from the ground.
- Mowing visits are to take place when typical height of vegetation exceeds 12"
- Mowing must occur after June 15 and when conditions are appropriate

V. CONTRACTOR'S PROPOSAL

The professional services agreed to complete by the Contractor are provided here:

1. IPM Treatment x 3
2. Maintenance Mow x 3

VI. PAYMENT

The total amount of this contract shall not exceed **\$5,094.00**. The Contractor will provide a detailed invoice as tasks are completed, which will list specifically the work performed. Payment amounts will adhere to Tasks as described in the Contractors Proposal. Changes to payment amounts that diverge from Tasks must be approved in writing in advance by SWWD staff. Invoices are payable by the SWWD net 30 days.

VI. DOCUMENT FORMAT

All word processing documents shall be done and provided to the SWWD in Microsoft Word format, and not converted from other formats. Data files shall be provided in Microsoft Excel format.

VII. STANDARDS

The Contractor shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or hereafter adopted.

Failure to meet the requirements of the above shall be a substantial breach of the agreement and will be cause for cancellation of this contract.

VIII. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the District and its employees, officers and insured's from and against all liability, damages, and losses whatsoever, including reasonable attorneys' fees, resulting from any negligence of the Contractor.

IX. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall not enter into any subcontract for performance of any services contemplated under this agreement, nor notate or assign any interest in the agreement, without the prior written approval of the SWWD. Any assignment or novation may be made subject to such conditions and provisions as the SWWD may impose.

If the contractor subcontracts the obligations under this agreement, the contractor shall be responsible for the performance of all obligations by the subcontractors.

X. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the contractor, because of this agreement, is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as federal regulations on data privacy.

XI. AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY & RETENTION

Pursuant to Minn. Stat. section 16C.05 subd. 5, the Contractor/Contractor will:

- A. Maintain records which reflect all revenues, costs incurred and services provided in the performance of this Agreement.
- B. Agree that the SWWD, 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 and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

XII. NONDISCRIMINATION

The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Contractor's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XIII. JURISDICTION & VENUE

This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Washington County.

XIV. INSURANCE REQUIREMENTS

The Contractor agrees that in order to protect itself, as well as the SWWD, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:

- A. Commercial Liability Limits: \$1,500,000
- B. Automobile Liability Limits: \$1,500,000
- C. Umbrella-Excess Liability: \$2,000,000
- D. Workers Compensation: Statutory

Prior to the effective date of this Agreement, the Contractor will furnish the SWWD with certificates of insurance as proof of insurance. South Washington County Schools will be included as additional insured. This provision shall be set as a condition subsequent; failure to abide by this provision shall be deemed a substantial breach of contract.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days notice thereof to the SWWD.

XV. INDEPENDENT CONTRACTOR

It will be agreed that nothing within the contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative, or employee of the SWWD, for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all services performed under this agreement.

The Contractor will secure, at its own expense, all personnel required in performing services under the agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this agreement shall have no contractual relationship with the SWWD, and shall not be considered employees of the SWWD.

XVI. MODIFICATIONS

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the SWWD and the Contractor shall not require written approval.

XVII. MERGER

It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all 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.

XVIII. NOTICES

Whenever it shall be required or permitted by this Agreement that notice or demand be given or served by either party to or on the other party, such notice or demand shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto for such mail purposes are as follows, until written notice of such address has been given:

Administrator

Contractor

SWWD

Edge Ecosystems, LLC

2302 Tower Drive

Attn: Sean Wickhem

Woodbury, MN 55125

2421 Stagecoach Trail South

Afton, MN 55001

XIX. CANCELLATION

The SWWD may cancel this Agreement at any time upon giving fifteen (15) days written notice sent to the Contractor at the address above, or as set forth in Section IV.

XX. SERVICES BEYOND THE SCOPE OF THIS CONTRACT

Any additional tasks added to this project must be by written amendment to this Contract signed by both parties.

**SOUTH WASHINGTON
WATERSHED DISTRICT**

EDGE ECOSYSTEMS, LLC

Sharon Doucette	Date
SWWD President	

Contractor	Date
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Date: May 9, 2025	South Washington Watershed District Request for Board Action	Agenda Item # 11
Title: Grey Cloud and Cottage Grove School Campus Maintenance Change Order 1, Prairie Restorations	Board Action Requested: Approve Change Order 1 with Prairie Restorations	Required Signatures SWWD President
Reviewed by: JHL		Presented by: Randazzo
Background/Justification: Due to a number of factors, additional management activities at Cottage Grove Middle and Grey Cloud Elementary Schools will set the site up for a more successful transfer of maintenance to the School District in 2026. Prolonged drought has presented numerous challenges for the project and additional management activities were granted to the contractor in 2024 which depleted existing budgets. Activities to improve establishment have also limited the ability to conduct a prescribed burn in spring, 2025 as fuel load is insufficient. Additional establishment maintenance activities will provide a combination weed management and fuel load building for a fall or spring burn necessary as a final step in establishment. Staff recommends approval.		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: \$ 7,480		Comments:
Fund:	Explanation:	Fund Balance:
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments



SOUTH WASHINGTON WATERSHED DISTRICT

SOUTH WASHINGTON WATERSHED DISTRICT
CONSULTANT SERVICES AGREEMENT
GREY CLOUD AND COTTAGE GROVE SCHOOLS 2025 PRAIRIES MAINTENANCE
CHANGE ORDER NO. 1

SWWD and Prairie Restorations, Inc. have agreed to the following changes to the GREY CLOUD AND COTTAGE GROVE SCHOOLS CAMPUS GREENING VEGETATION RESTORATION contract dated June 9, 2021 by and between Prairie Restorations, Inc. and the South Washington Watershed District:

1. Due to additional approved tasks conducted by the contractor in 2024 and challenges with grassland establishment during three years of drought, additional establishment tasks with full IPM site visits intended to address concerns are proposed.
2. Contract change will preserve existing funding to conduct fall or spring prescribed burn on entire restored areas and contractor will manage the site to ensure fuel load is preserved for these burns.

Net Change Order: \$7,480.00

Original Value of Contract: \$51,524.50

Revised Value of Contract: \$59,0004.50

CONTRACTOR:

DISTRICT:

Date

Prairie Restorations, Inc.

John Loomis Date

SWWD, Administrator



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Agenda Item # 12
Title: Cost Share Contract with WCD for Carpenter Nature Center	Board Action Requested: Approve Cost Share Contract with WCD	Required Signatures SWWD Administrator
Reviewed by: JHL		Presented by: Randazzo
<p>Background/Justification: A large gully formed in spring, 2025 at the edge of a ravine and below the garages and shops of Carpenter Nature Center (CNC) immediately above the St. Croix River. SWWD staff have been working with the Nature Center and Washington Conservation District engineer to seek funding and support the WCD in developing plans to stabilize the gully. The WCD provided preliminary plans in 2024 and has secured funding from the Lower St Croix Watershed Based Implementation Fund to construct the project in 2025.</p> <p>Project construction will take place under a cost share agreement between the WCD and CNC.</p> <p>This cost share agreement between SWWD and WCD will provide Technical Assistance Funding to complete design and management of construction by the District Engineer.</p> <p>Staff recommends approval.</p>		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: \$ 5,900		Comments:
Fund	Explanation:	Fund Balance:
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments



SOUTH WASHINGTON
WATERSHED DISTRICT

WATER QUALITY COST SHARE APPLICATION/ CONTRACT

651.714.3717

Contact: Tony Randazzo, tony.randazzo@swwdmn.gov

General Information (to be completed by SWWD)

Organization SWWD	Contract Number	Other federal or other state funds? Yes <input type="checkbox"/> No <input type="checkbox"/>	Amendment <input type="checkbox"/> Board meeting date(s) _____	Canceled <input type="checkbox"/> Board meeting date: _____
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* If contract amended, attach amendment form(s) to this contract.

Applicant

Land-Occupier-Name Technical Assistance Provider	Address	City/State	Zip code
Washington Conservation District	455 Hayward Ave N	Oakdale, MN	55128
Email iriqqs@mnwcd.org	Phone 651-796-2229		

* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Project Location (if different)

Address Carpenter Nature Center 12805 St. Croix Trail S	City/State Hastings, MN	Zip code 55033
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Contract Information

I (we), the undersigned, do hereby request cost-share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

- SWWD's Water Quality Cost Share Program is a Reimbursement Program.** Applicants will be reimbursed for the contract amount upon successful completion of the project and submission of all required documentation.
- The land occupier is responsible for full establishment, operation, and maintenance of all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a **minimum of 10 years**, is achieved. The specific operation and maintenance requirements for the conservation practice listed are described in the operation and maintenance plan prepared for this contract by the organization technical representative.
- Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the South Washington Watershed District for the amount up to 100% of the amount of financial assistance received to install and establish the practice unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
- Practice(s) must be planned and installed in accordance with technical standards and specifications of the Technical Representative.
- Increases in the practice units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost share payments.
- This contract, when approved by the SWWD board, will remain in effect unless canceled by mutual agreement, except where installations of practices covered by this contract have not been started within **1 year following Board approval of this contract**, this contract will be automatically terminated on that date. Practices will be installed by **2 years following Board approval of this contract** unless this contract is amended by mutual consent to reschedule the work and funding.
- Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The organization board has the authority to make adjustments to the costs submitted for reimbursement.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the organization technical representative.
4. Not accept cost-share funds, from state and federal sources combined, that are in excess of **100%** percent of the total cost to establish the conservation practice and provide copies of all forms and contracts pertinent to any other state or federal programs that are contributing funds toward this project.

Date 4/10/2025	Land-Occupier Technical Assistance Provider
Date	Landowner, if different from applicant Address, if different from applicant information:

Conservation Practice (to be completed by Technical Representative)

The primary practice for which cost-share is requested is Grade Stabilization Structure (410)

Practice standards or eligible component(s) Grade Stabilization Structure (410) - Technical Assistance	Engineered Practice <input checked="" type="checkbox"/> yes or <input type="checkbox"/> no Ecological practice <input type="checkbox"/> yes or <input type="checkbox"/> no	Total Project Cost Estimate \$76,724
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The estimated benefits of this project are:

Total Phosphorus Captured 14.96 lbs/yr	Nitrogen Captured NA	Runoff Volume Reduction NA
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Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above listed practice is to be installed and find it is needed and that the estimated benefits and costs are practical and reasonable.

Date 4/9/25	Technical Representative
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Amount Authorized for Financial Assistance (to be completed by SWWD)

The SWWD Board has authorized the following for financial assistance, total not to exceed the overall percent listed indicated in 4, above.

\$ 5,900 from SWWD Cost Share FY25
Enter program name and fiscal year
 \$ 70,824 from LSC WBIF FY25
Enter program name and fiscal year
 \$ _____ from _____
Enter program name and fiscal year

Board Meeting Date	Authorized Signature	Total Amount Authorized \$
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Date: May 9, 2025	South Washington Watershed District Request for Board Action	Agenda Item # 13
Title: Hasenbank Stormwater Park Crane Access Contract	Board Action Requested: Approve Valley Creek Management, LLC Contract	Required Signatures SWWD President
Reviewed by: JHL		Presented by: Axtell
Background/Justification: To facilitate installation of Aaron Dysart's final sculpture at Hasenbank Park, a crane needs to access the interior of the park property. This requires a temporary construction access through the road ditch along St. John's Drive. Staff have solicited two quotes for this work (installation and removal of a 12" x 20' culvert, Class V gravel, and sediment controls). Valley Creek Management, LLC provided the low quote at approximately \$9,000 (the other was just over \$21,000). There are some unknowns in terms of quantity, so staff recommends the Board approve the attached contract with Valley Creek Management, LLC to complete the work for an amount not to exceed \$10,000.00.		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: \$10,000		Comments:
Fund	Explanation:	Fund Balance:
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments

**CONTRACT BETWEEN SOUTH WASHINGTON
WATERSHED DISTRICT AND VALLEY CREEK
MANAGEMENT, LLC**

FOR CONSTRUCTION SERVICES

SOUTH WASHINGTON WATERSHED DISTRICT	
CONTRACT	HASENBANK PARK CRANE ACCESS
TERM	05.13.25 – 06.30.25

I. PARTIES

This Agreement is made and entered into by and between South Washington Watershed District, hereinafter referred to as "SWWD", and Valley Creek Management, LLC, herein referred to as "Contractor", said project to be known as **HASENBANK PARK CRANE ACCESS**.

II. PURPOSE

WHEREAS, SWWD is installing public art within Hasenbank Park, located at 10500 Water Lily Lane, Woodbury, MN 55129; and,

WHEREAS, SWWD needs to construct a temporary access into the park from St. John's Drive to accommodate a crane; and,

WHEREAS, SWWD has executed a Cooperative Agreement with the City of Woodbury providing SWWD and its employees and contractors with access to Kargel Park for a variety of activities associated with the project; and,

WHEREAS, the Contractor is an experienced, qualified Contractor capable of performing these duties;

NOW, THEREFORE, the parties agree as follows below:

III. TERM OF CONTRACT

The term of this contract shall be from 05/13/2025 to 06/30/2025, the date of signature and Board approvals from SWWD notwithstanding, unless earlier terminated as provided herein.

IV. SCOPE OF SERVICES & CONTRACTOR QUOTE

Contractor will provide services as specified in Estimate L-444262 provided by Contractor, dated May 4, 2025, that is incorporated herein by reference, hereby made part of this agreement, and can be found at **ATTACHMENT A**.

VI. PAYMENT

The total amount of this contract shall not exceed **\$10,000.00**. The Contractor will provide a detailed monthly invoice, which will list specifically the work performed relative to each line item in Attachment A. Invoices are payable by the SWWD net 30 days.

Final payment will be withheld until substantial completion is observed. The work shall be considered substantially completed when all work has been completed, except minor corrections and adjustments.

VII. STANDARDS

The Contractor shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or hereafter adopted.

Failure to meet the requirements of the above shall be a substantial breach of the agreement and will be cause for cancellation of this contract.

VIII. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the SWWD, City of Woodbury, and all of their respective employees, officers and insureds from and against all liability, damages, and losses whatsoever, including reasonable attorneys' fees, resulting from any negligence, malfeasance or other conduct on the part of the Contractor.

IX. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall not enter into any subcontract for performance of any services contemplated under this agreement, nor notate or assign any interest in the agreement, without the prior written approval of the SWWD. Any assignment or novation may be made subject to such conditions and provisions as the SWWD may impose.

If the contractor subcontracts the obligations under this agreement, the Contractor shall remain responsible for all terms of this Agreement and to ensure the performance of all obligations by the subcontractors.

X. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Contractor, because of this Agreement, is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as federal regulations on data privacy.

XIII. AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY & RETENTION

Pursuant to Minn. Stat. section 16C.05 subd. 5, the Contractor/Contractor will:

- A. Maintain records which reflect all revenues, costs incurred and services provided in the performance of this Agreement.
- B. Agree that the SWWD, City of Woodbury, 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 and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

XIV. NONDISCRIMINATION

The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Contractor's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XV. JURISDICTION & VENUE

This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Washington County.

XVI. INSURANCE REQUIREMENTS

The Contractor agrees that in order to protect itself, as well as the SWWD and City of Woodbury under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:

1. Workers Compensation
 - a. State: Statutory
 - b. Employer's Liability
 - i. Bodily Injury by Accident (Each Accident): \$1,000,000
 - ii. Bodily Injury by Disease (Each Accident): \$1,000,000
 - iii. Bodily Injury by Disease (Policy Limit): \$1,000,000
2. Commercial General Liability
 - a. General Aggregate: \$2,000,000
 - b. Products & Completed Operations Aggregate: \$2,000,000
 - c. Personal & Advertising Injury: \$1,000,000
 - d. Bodily Injury & Property Damage (Each Occurrence): \$1,500,000
3. Automobile Liability
 - a. Bodily Injury (Each Person): \$1,500,000
 - b. Bodily Injury (Each Accident): \$1,500,000
 - c. Property Damage (Each Accident): \$1,500,000
 - d. Combined Single Limit: \$1,500,000
4. Excess or Umbrella Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000

Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. Such umbrella or excess policy must retain a minimum limit of \$2,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

Contractor must provide certificates of insurance naming SWWD and City of Woodbury as additional insureds on a primary and non-contributory basis. This provision shall be set as a condition subsequent; failure to abide by this provision shall be deemed a substantial breach of contract.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the SWWD.

XVII. INDEPENDENT CONTRACTOR

It will be agreed that nothing within the contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative, or employee of the SWWD or City of Woodbury for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this agreement.

The Contractor will secure, at its own expense, all personnel required in performing services under the agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this agreement shall have no contractual relationship with the SWWD or City of Woodbury, and shall not be considered employees of the SWWD or City of Woodbury.

XVIII. MODIFICATIONS

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the SWWD and the Contractor shall not require written approval.

XIX. MERGER

It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all 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.

XX. NOTICES

Whenever it shall be required or permitted by this Agreement that notice or demand be given or served by either party to or on the other party, such notice or demand shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified mail. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above. The addresses of the parties hereto for such mail purposes are as follows, until written notice of such address has been given:

SWWD

Kyle Axtell
South Washington Watershed District
2302 Tower Drive
Woodbury, MN 55125

CONTRACTOR

Jason Engel
Valley Creek Management, LLC
119 County Road W
River Falls, WI 54022

XXI. CANCELLATION

The SWWD may cancel this Agreement at any time upon giving fifteen (15) days written notice sent to the Contractor at the address above.

XXII. SERVICES BEYOND THE SCOPE OF THIS CONTRACT

Any additional tasks added to this project must be by written amendment to this Contract signed by both parties.

**SOUTH WASHINGTON
WATERSHED DISTRICT**

VALLEY CREEK MANAGEMENT, LLC

Sharon Doucette
SWWD President

Date

Contractor

Date

 5/7/25

Valley Creek Management, L.L.C.

119 County Road W
River Falls, WI 54022

Estimate

L-444262

5/4/2025

SWWD
2302 Tower Dr.
Woodbury MN 55125

Description	Qty	Rate	Total
Project: To temporary install of a 12" culvert in the ditch line for drainage with gravel fill to accommodate the crane, per specs from Kyle Axtell. Install culvert (ensuring positive drainage) ; then fill in ditch area to widen road shoulder area creating an approach of road onto property for crane use. (The amount of gravel is based on the approximate math of 30' wide x 18' long). Install proper erosion control measures while temporary approach is in use. After crane use is complete, remove all gravel installed and culvert. Keep erosion control in place until finish grade is complete. This estimate does not include finish grade and seed from this project. **WE WILL NOT BE RESPONSIBLE FOR INCORRECT DITCH GRADE OR DISRUPTION OF VEGETATION DISTURBED BY THIS PROJECT** Refer to Estimate L-444263 for finish work if desired. Installation projected for 5/21-23/25. General Labor, Hand Labor Work Trucking/ Hauling (Removal) 4" Filter sock/Erosion Control. Pallet 8 logs@ 20'. (\$1.85 per ft.) Skid Loader with attachment/implement per hr mini excavator with attachment/implement per hr 1" Recycle/ C/5 12"x20' Dual wall polyethylene pipe MN sales tax and Washington County sales tax (not Woodbury)			
		488.00	488.00
		1,380.00	1,380.00
		296.00	296.00T
		2,550.00	2,550.00
		2,200.00	2,200.00
		1,746.77	1,746.77T
		286.00	286.00T
		8.375%	195.03

Total

\$9,141.80



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Agenda Item # 14
Title: Glacial Valley Park Trail Repair Contract, MNL	Board Action Requested: Approve the MNL Contract	Required Signatures SWWD President
Reviewed by: JHL		Presented by: Axtell
Background/Justification: Staff previously reviewed culvert and trail damage at Glacial Valley Park with the Board on April 8, 2025. The culvert bedding was washed out due to a rapid snowmelt event over frozen ground in late March. Our consulting engineer (SRF) and geotechnical experts (Braun) have determined that the damage was not the fault of our contractor, UrbanEdge Solutions & Supply. After consulting with SRF on a repair plan and reviewing that plan with UrbanEdge, staff received a quote of \$58,895 to complete the necessary work. Given the high quote, and to be compliant with MN Statute 471.345, staff then solicited a second quote from MNL, knowing they would also be capable of completing the work while being sensitive to the surrounding prairie landscape. MNL quoted a price of \$35,000. Staff recommends the Board approve the attached contract with MNL to complete the trail repair work for an amount not to exceed \$35,000.00.		
Previous Action: Discussion at April 8, 2025 meeting		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: \$35,000		Comments:
Fund	Explanation:	Fund Balance:
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments

**CONTRACT BETWEEN SOUTH WASHINGTON
WATERSHED DISTRICT AND MINNESOTA NATIVE
LANDSCAPES**

SOUTH WASHINGTON WATERSHED DISTRICT	
CONTRACT	GLACIAL VALLEY PARK TRAIL CULVERT REPAIR
TERM	05.13.25 – 07.31.25

FOR CONSTRUCTION SERVICES

I. PARTIES

This Agreement is made and entered into by and between South Washington Watershed District, hereinafter referred to as "SWWD", Minnesota Native Landscapes, herein referred to as "Contractor", said project to be known as **GLACIAL VALLEY PARK TRAIL CULVERT REPAIR**.

II. PURPOSE

WHEREAS, SWWD has constructed a new paved trail through Glacial Valley Park in 2024, and culverts under that trail washed out during a high flow snowmelt event in March 2025 requiring resetting of the culverts and trail reconstruction; and,

WHEREAS, SWWD's project engineer and geotechnical consultants have determined that the culvert washout was not the fault of the original construction contractor; and,

WHEREAS, the Contractor is an experienced, qualified Contractor capable of performing these duties;

NOW, THEREFORE, the parties agree as follows below:

III. TERM OF CONTRACT

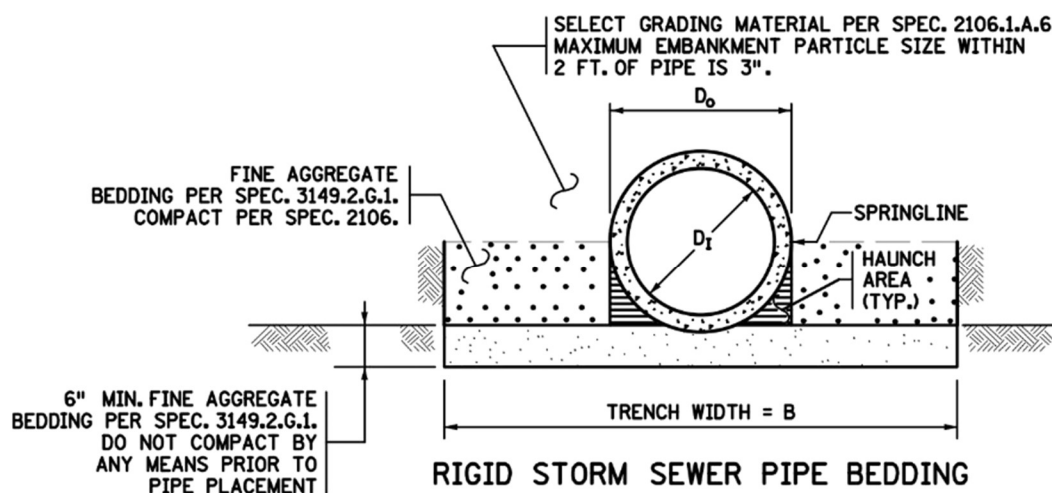
The term of this contract shall be from 05/13/2025 to 07/31/2025, the date of signature and Board approvals from SWWD notwithstanding, unless earlier terminated as provided herein.

IV. SCOPE OF SERVICES & CONTRACTOR QUOTE

MNL's quote dated May 7, 2025, is incorporated herein by reference, hereby made part of this agreement, and can be found at **ATTACHMENT A**. Contractor will provide services to complete the culvert and trail repair, generally consisting of the following activities:

- Remove failed bituminous trail, approximately 15 feet either side of pipes, approximately 30-40 feet in length.
- Clean up sediment and debris discharged by downstream aprons.
- If still in place, remove silt fence on upstream apron side and replace with approximately 100 feet of biolog.
- Salvage all 24" RCP (approximately 80 feet total) and 4 flared end sections.

- Reinstall the pipes and aprons per plan locations and elevations, and in accordance with MnDOT Standard Plan 5-297.442 (screenshot below). This includes 6" of fine aggregate bedding beneath the pipe.
- Backfill the last 2-3 feet of the upstream (west) end of the horizontal trench with clayey soils (i.e. clay cap) to prevent water from entering the haunch and bedding material around the pipes.
- Install rip rap on downstream and upstream aprons in accordance with MnDOT Standard Plate 3133D.
- Re-pave bituminous trail.
- Re-seed (BWSR 38-631 Pollinator Plot Urban SE or approved equal) and stabilize disturbed areas from this repair project.
- Scarify, re-seed (BWSR 38-631 Pollinator Plot Urban SE or approved equal), and stabilize several other small, disturbed areas along the extent of the trail project that were damaged from winter plowing activities.



Other considerations include:

- Equipment must stay off paved trails to avoid damage.
- Prefer use of rubber tracked equipment to minimize disturbance.
- We understand the need to bring loads of material into site; small loads preferred, if possible, to minimize compaction damage. Use of laydown area at north entrance for material handling is expected and preferred.
- Preferred route in/out of site is access from north at Glacial Valley Road, follow previously restored access path south of City trail and east of our new trail to culverts; stay as close to trail as possible without damaging trail to avoid compacting additional areas in prairie.
- Access from south is not possible at this time.
- Open to (and likely prefer) using MNL-equivalent seed mix.
- SWWD already has an NPDES permit in place.
- Will need to maintain existing or replace silt fence downstream of culvert work area.
- Previous contractor is expected to remove all other silt fence from site prior commencement of work under this contract.

VI. PAYMENT

The total amount of this contract shall not exceed **\$35,000.00**. The Contractor will provide a detailed monthly invoice, which will list specifically the work performed relative to the quote in Attachment A. Invoices are payable by the SWWD net 30 days.

Final payment will be withheld until substantial completion is observed. The work shall be considered substantially completed when all work has been completed, except minor corrections and adjustments.

VII. STANDARDS

The Contractor shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or hereafter adopted.

Failure to meet the requirements of the above shall be a substantial breach of the agreement and will be cause for cancellation of this contract.

VIII. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the SWWD, City of Woodbury, and all of their respective employees, officers and insureds from and against all liability, damages, and losses whatsoever, including reasonable attorneys' fees, resulting from any negligence, malfeasance or other conduct on the part of the Contractor.

IX. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall not enter into any subcontract for performance of any services contemplated under this agreement, nor notate or assign any interest in the agreement, without the prior written approval of the SWWD. Any assignment or novation may be made subject to such conditions and provisions as the SWWD may impose.

If the contractor subcontracts the obligations under this agreement, the Contractor shall remain responsible for all terms of this Agreement and to ensure the performance of all obligations by the subcontractors.

X. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Contractor, because of this Agreement, is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as federal regulations on data privacy.

XIII. AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY & RETENTION

Pursuant to Minn. Stat. section 16C.05 subd. 5, the Contractor/Contractor will:

- A. Maintain records which reflect all revenues, costs incurred and services provided in the performance of this Agreement.
- B. Agree that the SWWD, City of Woodbury, 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 and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

XIV. NONDISCRIMINATION

The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Contractor's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XV. JURISDICTION & VENUE

This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Washington County.

XVI. INSURANCE REQUIREMENTS

The Contractor agrees that in order to protect itself, as well as the SWWD and City of Woodbury under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:

- | | |
|---|-------------|
| 1. Workers Compensation | |
| a. State: | Statutory |
| b. Employer's Liability | |
| i. Bodily Injury by Accident (Each Accident): | \$1,000,000 |
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| a. General Aggregate: | \$2,000,000 |
| b. Products & Completed Operations Aggregate: | \$2,000,000 |
| c. Personal & Advertising Injury: | \$1,000,000 |
| d. Bodily Injury & Property Damage (Each Occurrence): | \$1,500,000 |
| 3. Automobile Liability | |
| a. Bodily Injury (Each Person): | \$1,500,000 |
| b. Bodily Injury (Each Accident): | \$1,500,000 |
| c. Property Damage (Each Accident): | \$1,500,000 |

- | | |
|---------------------------------|-------------|
| d. Combined Single Limit: | \$1,500,000 |
| 4. Excess or Umbrella Liability | |
| a. Each Occurrence: | \$2,000,000 |
| b. General Aggregate: | \$2,000,000 |

Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. Such umbrella or excess policy must retain a minimum limit of \$2,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

Contractor must provide certificates of insurance naming SWWD and City of Woodbury as additional insureds on a primary and non-contributory basis. This provision shall be set as a condition subsequent; failure to abide by this provision shall be deemed a substantial breach of contract.

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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.

XX. NOTICES

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SWWD

Kyle Axtell
South Washington Watershed District
2302 Tower Drive
Woodbury, MN 55125

CONTRACTOR

Charlie Sawdey
Minnesota Native Landscapes
8740 77th Street NE
Otsego, MN 55362

XXI. CANCELLATION

The SWWD may cancel this Agreement at any time upon giving fifteen (15) days written notice sent to the Contractor at the address above.

XXII. SERVICES BEYOND THE SCOPE OF THIS CONTRACT

Any additional tasks added to this project must be by written amendment to this Contract signed by both parties.

**SOUTH WASHINGTON
WATERSHED DISTRICT**

MINNESOTA NATIVE LANDSCAPES

Sharon Doucette
SWWD President

Date


Contractor

5/8/25
Date



Date: May 9, 2025	South Washington Watershed District Request for Board Action	Agenda Item # 15
Title: Future Business and Meetings	Board Action Requested:	Required Signatures None
Reviewed by: JHL		Presented by: Imse
Background/Justification: <ul style="list-style-type: none">a) Board Workshop and Regular Meeting, May 13, 2025 5pmb) Regular Board Meeting, Tuesday, June 10, 2025 6pmc) SWWD TAC Meeting, Wednesday, June 11, 2025, 9-11am, Cottage Grove Glacial Valley Park.d) Hasenbank Stormwater Park Opening, Thursday, June 12, 2025 4-6pme) SWWD CAC Meeting, Tuesday, June 24, 2025 5:30pmf) Minnesota Watersheds Summer Tour, Roseau River Watershed, June 24-26, 2025g) Regular Board Meeting, Tuesday, July 8, 2025 6pmh) St. Croix River Workshop on the Water, Taylors Falls, July 30 5:30-8:30		
Previous Action: None		Contact: JHL
Date Received: May 9, 2025	SWWD Administrator/Date: May 9, 2025	SWWD Attorney/Date
Financial Implications: \$		Comments:
Fund	Explanation:	Fund Balance:
Decision Needed/Date	Administrative Recommendation <u>Approval</u> Informational Denial No Recommendation	Comments