



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## AGENDA

Tuesday, March 18, 2025

**6:00 PM**

Council Chambers  
Prior Lake City Hall

### BOARD OF MANAGERS:

**Bruce Loney, President; Frank Boyles, Vice President;  
Christian Morkeberg, Treasurer; Ben Burnett, Secretary; Matt Tofanelli, Manager**

Note: Individuals with items on the agenda or who wish to speak to the Board are encouraged to be in attendance when the meeting is called to order.

### Closed Board Meeting 4:00 PM – *Parkview Conference Room*

- District Administrator Annual Review (Closed Meeting)

### Board Workshop **5:00 PM** – *Parkview Conference Room*

- |                |     |   |
|----------------|-----|---|
| 5:00 – 5:10 PM | W.1 | Goldfish in Cates Lake - Update (Jeff Anderson)                                     |
| 5:10 – 5:25 PM | W.2 | Lake Ridge Estates Stormwater Retrofit Feasibility Study - Update (Danielle Studer) |
| 5:25 – 5:35 PM | W.3 | Administrator Report (Joni Giese)   |
| 5:35 – 5:50 PM | W.4 | Liaison Updates   |
|                |     | ○ District Partners in Attendance   |
|                |     | ○ Managers' Summary of other Meetings Attended                                      |

6:00 – 6:01 PM 1.0 **BOARD MEETING CALL TO ORDER & PLEDGE OF ALLEGIANCE**

6:01 – 6:02 PM 2.0 **SWEARING IN OF MANAGER LONEY**

6:02 – 6:03 PM 3.0 **SWEARING IN OF MANAGER MORKEBERG**

6:03 – 6:04 PM 4.0 **PUBLIC COMMENT**

If anyone wishes to address the Board of Managers on an item not on the agenda or on the consent agenda, please come forward at this time. Go up to the podium, turn on the microphone and state your name and address. (The Chair may limit your time for commenting.)

6:04 – 6:05 PM 5.0 **APPROVAL OF AGENDA** (Additions/Corrections/Deletions)

6:05 – 7:00 PM 6.0 **OTHER OLD/NEW BUSINESS**

- 6.1 Programs & Projects Update (Discussion)
- 6.2 Approval of New CAC Member: Alanna Spotts (Vote)
- 6.3 2024 Aquatic Plant Survey Results Presentation: Connor McComas (Discussion)
- 6.4 Authorization to Proceed with Ditch Petition for Swamp IESF (Vote)

7:00 – 7:05 PM    7.0    **TREASURER’S REPORT**

7.1    Monthly Financial Reports (Discussion Only)

- Financial Report (to be provided at board meeting)
- Treasurers Report
- Cash Flow Projections
- Cost Analysis (to be provided at board meeting)

7:05 – 7:10 PM    8.0    **CONSENT AGENDA**

The consent agenda is considered as one item of business. It consists of routine administrative items or items not requiring discussion. Items can be removed from the consent agenda at the request of the Board member, staff member, or a member of the audience. Please state which item or items you wish to remove for separate discussion.

8.1    Meeting Minutes – January 21, 2025, Board Workshop

8.2    Meeting Minutes – January 21, 2025, Board Meeting

8.3    Claims List and Bank Purchase Card Expenditures Summary

8.4    Resolution 25-392: PLOC MOA Emergency Fund Interest Transfer

8.5    Resolution 25-393: Amending the 2025 Budget to Reflect a BWSR Grant Agreement for the Swamp Lake IESF Project

8.6    Resolution 25-394: Amending the 2025 Budget to Establish the Buck Stream Stabilization Project Budget Item in the Amount of \$7,500

8.7    2025 Boat Inspections Contract

8.8    2025 Aquatic Vegetation Surveys Contract

7:10 – 7:15 PM    9.0    **UPCOMING MEETING/EVENT SCHEDULE:**

- PLOC Cooperators Meeting, Thursday, March 27, 2025, 12:00 pm (Prior Lake City Hall – Parkview Conference Room)
- CAC Meeting, Thursday, March 27, 2025, 6:00 pm (Prior Lake City Hall – Wagon Bridge Conference Room)
- Board of Managers Workshop, Tuesday, April 15, 2025, 4:00 pm (Prior Lake City Hall – Parkview Conference Room)
- Board of Managers Meeting, Tuesday, April 15, 2025, 6:00 pm (Prior Lake City Hall – Council Chambers)

7:15 PM    10.0    **ADJOURNMENT**



## **BOARD OF MANAGERS OATH OF OFFICE**

I, Bruce Loney, do solemnly swear (affirm) that I will support the Constitution of the United States and of the State of Minnesota, and will faithfully discharge the duties of the office of Manager of the Prior Lake-Spring Lake Watershed District to the best of my judgment and ability.

Date: March 18, 2025

---

Bruce Loney



## **BOARD OF MANAGERS OATH OF OFFICE**

I, Christian Morkeberg, do solemnly swear (affirm) that I will support the Constitution of the United States and of the State of Minnesota, and will faithfully discharge the duties of the office of Manager of the Prior Lake-Spring Lake Watershed District to the best of my judgment and ability.

Date: March 18, 2025

---

Christian Morkeberg

## MARCH 2025 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<p><b>Upper Watershed Projects</b></p> <p>Buck Stream Stabilization, Spring West IESF, MB CD-13 IESF, Swamp IESF, Fish Lake Mgmt Plan, Sutton IESF, Swamp IESF, Buck Chemical Treatment, Potential Flood Storage Projects</p> <p><i>Project Lead: Emily and Danielle</i></p>	<p><b>Buck Stream Stabilization</b></p> <ul style="list-style-type: none"> <li>Contracted invasive management for 2025 and 2026.</li> <li>Coordinated bridge replacement with landowner.</li> </ul> <p><b>Spring Lake West IESF</b></p> <ul style="list-style-type: none"> <li>Met with real estate advisor to discuss options for next steps</li> </ul> <p><b>MB CD-13 IESF</b></p> <ul style="list-style-type: none"> <li>On hold for appropriate staff responsiveness capacity.</li> </ul> <p><b>Swamp IESF</b></p> <ul style="list-style-type: none"> <li>EOR prepared 60% designs for staff review.</li> <li>Met with Ditch Authority on process for ditch petition</li> <li>Met with SWCD to coordinate projects in this section of CD-13.</li> </ul> <p><b>Fish Lake Management Plan (FLMP)</b></p> <ul style="list-style-type: none"> <li>200 Street Pond design received for review by staff and landowners</li> <li>Review Lake Ridge Pond Study models and draft technical memo</li> <li>Met with Spring Lake Township to discuss options to proceed for the Lake Ridge Study</li> </ul> <p><b>Potential Flood Storage Projects</b></p> <ul style="list-style-type: none"> <li>Discussion with SWCD about potential project.</li> </ul>	<p><b>Buck Stream Stabilization</b></p> <ul style="list-style-type: none"> <li>Obtain recorded consent and nondisturbance from final bank.</li> <li>Conduct tour in 2025.</li> <li>Complete site maintenance in 2025/2026.</li> </ul> <p><b>Spring Lake West IESF</b></p> <ul style="list-style-type: none"> <li>Monitor two rain events when flow back up is addressed.</li> <li>Assess ideal and feasible IESF or BMP for implementation.</li> <li>Follow up with alternate site landowners to assess interest and feasibility of access options.</li> </ul> <p><b>MB CD-13 IESF</b></p> <ul style="list-style-type: none"> <li>Staff visit to landowner to be scheduled.</li> <li>Understand landowner willingness to proceed in investigation.</li> </ul> <p><b>Swamp IESF</b></p> <ul style="list-style-type: none"> <li>Progress design work to 90%.</li> <li>Pursue authorization to bid at April Board meeting.</li> <li>Continue to progress ditch petition process with Scott County.</li> </ul> <p><b>Fish Lake Management Plan</b></p> <ul style="list-style-type: none"> <li>Receive quote(s) for 200 St Pond construction.</li> <li>Pursue authorization to contract for 200 St Pond at April Board meeting.</li> <li>Proceed with Lake Ridge Study in accordance with Spring Lake Township and District Board guidance</li> </ul> <p><b>Potential Flood Storage Projects</b></p> <ul style="list-style-type: none"> <li>EOR to analyze survey data on Project 10.</li> </ul>
<p><b>Carp Management</b></p> <p><i>Rough Fish Management (Class 611)</i></p> <p><i>Project Lead: Jeff</i></p>	<ul style="list-style-type: none"> <li>Checked ice conditions and tracked carp. Carp are too dispersed for under ice netting.</li> </ul>	<ul style="list-style-type: none"> <li>Continue tracking radio-tagged carp for removal opportunities</li> <li>Complete radio-tagging of 5 carp in Spring Lake</li> <li>Contract bluegill stocking efforts</li> </ul>

## MARCH 2025 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b><i>Ferric Chloride System Operations</i></b> <i>Project Lead: Jeff and Emily</i>	<ul style="list-style-type: none"> <li>Submitted NPDES permit renew and MPCA 5-year report.</li> <li>Continued work with OTT HydroMet to progress new HydroMet Cloud station that will allow offsite monitoring of FeCl flows, dosing, and tank levels.</li> <li>Adjusted design in response to site verification of building wall supports near garage door opening.</li> <li>Worked with driveway contractor to progress contracting.</li> </ul>	<ul style="list-style-type: none"> <li>Progress site improvement construction.</li> <li>Begin planning Highway 13 wetland excavation project timeline.</li> <li>Continue working with Highway 13 wetland landowners on project timing, access, and other project details.</li> <li>Complete any follow-up NPDES permit renewal needs.</li> <li>Continue construction on FeCl building.</li> <li>Coordinate pre-construction meeting with driveway contractor.</li> </ul>
<b><i>Farmer-Led Council</i></b> <i>Project Lead: Emily</i>	<ul style="list-style-type: none"> <li>Continued coordination with Scott SWCD.</li> <li>Planned March FLC meeting and speaker.</li> <li>Held FLC meeting on March 12, 2025.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to support and review FLC projects.</li> <li>Hold August FLC meeting.</li> </ul>
<b><i>Cost Share Incentives</i></b> <i>Project Lead: Emily</i>	<ul style="list-style-type: none"> <li>Provided feedback on potential cost share projects.</li> <li>Discuss potential funding supplement to cost share.</li> </ul>	<ul style="list-style-type: none"> <li>Review cost share applications with Scott SWCD as needed.</li> <li>Present non-traditional cost share project types for Board approval as applicable.</li> </ul>
<b><i>Sutton Lake Outlet and Lake Management Plan</i></b> <i>Project Lead: Emily</i>	<b>Lake Management Plan</b> <ul style="list-style-type: none"> <li>None</li> </ul>	<b>Lake Management Plan</b> <ul style="list-style-type: none"> <li>Plan landowner communications.</li> <li>Analyze drone survey.</li> </ul>
<b><i>Website and Media</i></b> <i>Project Lead: Danielle</i>	<b>Social Media</b> <ul style="list-style-type: none"> <li>Carp management update/valentines day post, shared pollinator workshop series, office location and hours update, and ice-off monitoring notice</li> </ul> <b>Website</b> <ul style="list-style-type: none"> <li>Kept calendars and news up to date. Repaired issues as they came up.</li> </ul> <b>Articles</b> <ul style="list-style-type: none"> <li>Write an article on FeCl System updates for Spring Lake Association Newsletter</li> <li>Shared Annual Newsletter to Board Packet contacts</li> </ul>	<b>Social Media</b> <ul style="list-style-type: none"> <li>Continue updating Facebook and Instagram with relevant topics</li> <li>Respond to comments and messages as needed</li> </ul> <b>Website</b> <ul style="list-style-type: none"> <li>Update website as needed</li> </ul>

## MARCH 2025 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Citizen Advisory Committee</b> <i>Project Lead: Danielle</i>	<ul style="list-style-type: none"> <li>Interviewed applicant</li> <li>Coordinated with Education Subcommittee</li> <li>Scheduled and began planning Board-CAC Joint Meeting</li> </ul>	<ul style="list-style-type: none"> <li>Prep and complete March 27 CAC meeting</li> <li>Prep for Board-CAC Joint Meeting</li> <li>Plan Board-CAC Tour</li> <li>Meet with Subcommittees as needed</li> </ul>
<b>Education Program</b> <i>Project Lead: Danielle</i>	<ul style="list-style-type: none"> <li>See Website and Media section.</li> <li>Met with outreach professionals to inform 2025 planning</li> <li>Presented at Spring Lake Township Annual Meeting</li> </ul>	<ul style="list-style-type: none"> <li>Meet with potential partners and set event dates</li> </ul>
<b>Monitoring Program</b> <i>Project Lead: Jeff and Zach</i>	<ul style="list-style-type: none"> <li>Attended MNWUG meeting</li> <li>Completed dissolved oxygen profiles and chloride sampling on select lakes</li> <li>Conducted sediment coring on Upper Prior Lake</li> <li>Completed data requests for partners and consultants</li> <li>Coordinated 2025 CAMP program needs</li> <li>Continued coordinating Surface Water Assessment Grant for 2025 lakes monitoring</li> </ul>	<ul style="list-style-type: none"> <li>Continue QA/QC in WISKI</li> <li>Continue load calculations</li> <li>Prepare/Install monitoring equipment including stream and lake level sensors.</li> <li>Coordinate lake ice off observations</li> </ul>
<b>Aquatic Vegetation Management and Surveys</b> <i>Project Lead: Jeff</i>	<ul style="list-style-type: none"> <li>Began 2025 aquatic vegetation survey contracting</li> </ul>	<ul style="list-style-type: none"> <li>Finalize DNR AIS permits, review projected CLP growth delineations, plan for CLP treatments.</li> </ul>
<b>AIS</b> <i>Project Lead: Jeff and Zach</i>	<ul style="list-style-type: none"> <li>Attended DNR-hosted Watercraft Inspection webinars</li> <li>Begun contracting process for 2025 boat inspections</li> </ul>	<ul style="list-style-type: none"> <li>Continue coordinating with DNR on CD3 station installation agreement.</li> <li>Install CD3 station at Sand Point boat launch, once approved.</li> </ul>
<b>Rules Revisions</b> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>Submitted MS4 re-evaluation application to the MPCA</li> </ul>	<ul style="list-style-type: none"> <li>Review City of Savage draft ordinance update.</li> <li>Finalize City of Prior Lake equivalency MOA.</li> <li>Finalize City of Savage interim equivalency agreement.</li> <li>Finish review of Scott County rule updates to confirm equivalency. Continue working with Scott County to finalize equivalency MOA.</li> </ul>

## MARCH 2025 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>BMPs &amp; Easements</b> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>Held monthly coordination meeting with SWCD.</li> <li>Continue to work with landowners and City of Prior Lake on development agreement termination and easement amendment.</li> <li>Working to secure conservation easements for two development areas.</li> </ul>	<ul style="list-style-type: none"> <li>Address outstanding issues associated with:               <ul style="list-style-type: none"> <li>Development Agreement and Conservation Easement establishment process and document templates.</li> </ul> </li> <li>Continue to resolve outstanding easement violations.</li> </ul>
<b>Permitting</b> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>Provided permit review comments to LGU partners on two projects.</li> <li>Coordinated with City regarding clearing and grubbing for Permit 24.02.</li> <li>Reviewed stormwater volume calculations associated with Permit 24.01 and stormwater credit MOA with City of Prior Lake.</li> <li>Participated in the Scott County DRT for the proposed Lydia Industrial area.</li> </ul>	<ul style="list-style-type: none"> <li>Determine process to terminate stormwater credit MOA with City of Prior Lake and document stormwater volume bank available for future projects.</li> <li>Track final conditional approval items needed to issue Permit 24.02.</li> <li>Close old permit (22.02).</li> <li>Continue construction inspections in Spring.</li> <li>Continue to close out old permits.</li> <li>Continue to provide permit review comments to LGU partners.</li> </ul>
<b>Planning Activities</b> <i>Project Lead: Joni and Emily</i>	<ul style="list-style-type: none"> <li>Continued compiling a master project spreadsheet to aid in TMDL, website, and future maintenance tracking needs.</li> <li>Worked with MPCA on Upper Prior Lake delisting application follow-up.</li> <li>Continued to meet with developer and SMSC on potential teaming opportunity associated with the Fountain Hills wetland restoration project.</li> <li>Contracted with consultant to perform the Fountain Hills Wetland Restoration Feasibility Study.</li> <li>Participated in Scott WMO plan update TAC.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to participate in Scott WMO plan update process.</li> <li>Continue bi-monthly coordination meetings with City of Prior Lake public works staff.</li> <li>Continue to research easements associated with DU cul-de-sac and stormwater BMPs</li> </ul>



## MARCH 2025 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Outlet Channel Projects and Administration</b> <i>Project Lead: Emily/Jeff</i>	<ul style="list-style-type: none"> <li>Held pipelining pre-construction meeting.</li> <li>Initiated contracting for pipelining project.</li> <li>Prepared outreach materials for landowners.</li> <li>Assembled maps and organized staking of easements for construction.</li> <li>Discussed operations planning should lining occur in spring</li> <li>Reviewed segment 1 bank erosion needs.</li> <li>Prepare for March 27 PLOC Cooperators meeting.</li> <li>Discussed with engineer options and costs for bank repairs in segment 1.</li> </ul>	<ul style="list-style-type: none"> <li>Continue channel inspections and maintenance activities.</li> <li>Begin vegetation maintenance surveys and contracting.</li> <li>Complete contracting with pipelining contractor.</li> <li>Stake construction boundaries near private properties along pipelining project.</li> <li>Conduct public outreach on pipelining project.</li> <li>Understand pipelining schedule with lining lead times.</li> <li>Bring forward segment 1 bank repair options to PLOC Cooperators meeting in March.</li> </ul>
<b>General Administration</b> <i>Project Lead: Joni/Emily</i>	<ul style="list-style-type: none"> <li>Received "No Trespassing" signs for district-owned Ducks Unlimited parcel.</li> <li>Moved back to Prior Lake City Hall.</li> <li>Published job posting for Administrative Assistant position.</li> </ul>	<ul style="list-style-type: none"> <li>Install no trespassing signs at select locations for district-owned parcel after landowner outreach.</li> <li>Review Administrative Assistant applications and schedule interviews.</li> <li>Continue to participate and learn more about potential Scott County coordinated benefits plan.</li> <li>Continue to work on file archiving.</li> <li>Continue to work on cleanup of electronic file organization.</li> </ul>



**Subject |** Approval of new CAC Member: Alanna Spotts

**Board Meeting Date |** March 18, 2025

**Item No:** 6.2

**Prepared By |** Danielle Studer, Water Resources Specialist

**Attachments |** None

**Proposed Action |** Motion to approve the appointment of Alanna Spotts to the District's Citizen Advisory Committee.

### **Background**

The District's Citizen Advisory Committee (CAC) is composed of residents of the District and advises the Board of Managers on topics relevant to the District. The CAC is required by MN Statute 103D.331 to consist of at least 5 members appointed at the discretion of the Board of Managers. A CAC New Member Subcommittee, comprised of the CAC Chair, Board of Managers liaison to the CAC, and the District staff liaison to the CAC, reviews and shares with the Board the CAC membership applications, performs applicant interviews, and provides a recommendation for membership to the Board.

### **Discussion**

Upon review of Alanna Spott's application to the CAC and an interview, the CAC New Member Subcommittee feels that Ms. Spotts would be a valuable addition to the CAC.

### **Recommended Action**

The CAC New Member Subcommittee recommends that the Board of Managers approve the appointment of Alanna Spotts to the District's Citizen Advisory Committee.

### **Budget Impact**

No budget impact.



**Subject |** 2024 Aquatic Plant Survey Results Presentation

**Board Meeting Date |** March 18, 2025

**Item No:** 6.3

**Prepared By |** Jeff Anderson, Water Resources Coordinator

**Attachments |** No Attachments

**Action |** No action required. For discussion only.

### **Background**

Aquatic plant survey assessments inform the District's Aquatic Plant Management Program, including when and where to treat invasive plant species and the effectiveness of any performed treatments. PLSLWD contracted with Blue Water Science (BWS) to perform macrophyte (aquatic plant) surveys and delineations in 2024. All the Tier 1 Lakes have an established Curlyleaf Pondweed (CLP) population and are surveyed every year after ice out to determine the potential need for treatment. If CLP is treated, assessments are done post-treatment to determine effectiveness of treatment.

Whole lake point intercept surveys (plant surveys) analyze the distribution, type, and growth density of native plants. Data gathered through these surveys are key indicators for project success and overall lake health. Plant survey frequencies are shown in the following table:

Lake Tier Level	Plant Survey Frequency (every x years)
1	2
2	3
3	5

The District will adjust individual lake frequencies, as needed, to support lake diagnostic studies, meet program budgets, and prioritize data needs.

### **Discussion**

Connor McComas, with BWS, will be presenting the results of the Aquatic Vegetation Surveys conducted in 2024 for Fish Lake, Lower Prior Lake, Pike Lake, Crystal Lake, Swamp Lake, and Jeffers Pond (upper and lower). These lakes were assessed in summertime for native plant abundance, species type, and distribution. Connor will discuss the results of these surveys for each lake and how the vegetation community has changed over the years.

Fish, Spring, Upper and Lower Prior Lakes were assessed in the springtime for Curlyleaf Pondweed (CLP) abundance and need for treatment. Based on assessment, PLSLWD hired a company (PLM) to treat CLP in areas that BWS determined CLP would likely get to heavy growth levels. The presentation will show where treatment areas were located and how effective PLM was at treating those areas.

Steve McComas will provide a more detailed written report for each surveyed lake that will be published to the PLSLWD website in each of the lake's pages upon receipt.

**Recommended Action**

No action required.

**Budget Impact**

No budget impact.

**PLSLWD Board Staff Report**

March 13, 2024


**PRIOR LAKE  
SPRING LAKE  
WATERSHED DISTRICT**

**Subject |** Authorization to Proceed with Ditch Petition for Swamp Iron Enhanced Sand Filter

**Board Meeting Date |** March 18, 2025

**Item No:** 6.4

**Prepared By |** Emily Dick

**Attachments |** None.

**Proposed Action |** Motion to authorize proceeding with the ditch petition process for the Swamp Iron Enhanced Sand Filter project.

### **Background**

The Swamp Lake Iron Enhanced Sand Filter project was identified in the Upper Watershed Blueprint study as a potential project to reduce external loads to Spring Lake. A feasibility study was conducted by Stantec in 2023 which developed several alternatives and identified a preferred alternative for implementation.

An easement was obtained for access and use of the project area for implementation, along with operations and maintenance of the Swamp Lake Iron Enhanced Sand Filter (IESF). The District has received funding support from multiple entities to support the implementation of the project: BWSR-Watershed Based Implementation Fund (\$179,935), Spring Lake Township (\$2,000) and BWSR Clean Water Fund Competitive Grant (\$443,975). EOR was contracted for engineering services to complete design, bid administration, and construction observation.

### **Discussion**

The Swamp IESF project requires proceeding through the ditch petition process with the Ditch Authority (Scott County). Scott County, EOR and the District have had multiple coordination meetings to ensure plans and ditch petition application are aligned with requirements for approval. It is anticipated that after Board approval, EOR will submit an application to the Ditch Authority and roughly 60 days later a public hearing will be held. Due to close coordination, no controversial findings are expected. The ditch petition application may be approved by the County Board on the same day as the public hearing.

If the District proceeds with contracting concurrently, contract language will include that contract execution is subject to Ditch Authority approval.

### **Recommended Action**

Motion to authorize proceeding with the ditch petition process for the Swamp Iron Enhanced Sand Filter project.

### **Budget Impact**

The cost associated with proposed activity is covered under budget item 550-Swamp Iron Enhanced Sand Filter.

PRIOR LAKE SPRING LAKE WATERSHED DISTRICT  
Financial Report - Cash Basis  
January 1, 2025 Through February 28, 2025

Program Element		2025 Source of Funds				2025 Actual Results		
		2025 Levy	Budget Reserve	Grant Funds/Fees	2025 Budget	February 2025	YTD	YTD % of Budget
	General Fund (Administration)							
	Revenues							
	Property Taxes	\$ 261,600	\$ -	\$ -	\$ 261,600	\$ -	\$ 942	0%
	Interest	-	-	18,400	18,400	-	-	0%
	Total Revenues	\$ 261,600	\$ -	\$ 18,400	\$ 280,000	-	942	0%
	Expenditures							
	Administrative Salaries and Benefits	\$ 137,100	\$ -	\$ 18,400	\$ 155,500	12,226	27,041	17%
	703 · Telephone, Internet & IT Support	19,500	-	-	19,500	1,152	2,305	12%
	702 - Rent	28,200	-	-	28,200	2,459	7,376	26%
	706 · Office Supplies	7,000	-	-	7,000	988	1,418	20%
	709 · Insurance and Bonds	13,000	-	-	13,000	-	-	0%
	670 · Accounting	36,300	-	-	36,300	3,654	3,654	10%
	671 · Audit	11,000	-	-	11,000	-	-	0%
	903 · Fees, Dues, and Subscriptions	1,500	-	-	1,500	-	150	10%
	660 · Legal (not for projects)	8,000	-	-	8,000	549	549	7%
	General Fund (Administration) Expenditures	\$ 261,600	\$ -	\$ 18,400	\$ 280,000	21,028	42,492	15%
	Net Change in General Fund	-	-	-	-	(21,028)	(41,551)	

No assurance is provided on this statement. See selected information.

PRIOR LAKE SPRING LAKE WATERSHED DISTRICT  
Financial Report - Cash Basis  
January 1, 2025 Through February 28, 2025

		2025 Source of Funds			2025 Actual Results		
Program Element		2025 Levy	Budget Reserve	Funds/Fees	2025 Budget	February 2025	YTD
Implementation Fund							YTD % of Budget
Revenues							
	Property Taxes	\$ 1,784,850	\$ -	\$ -	\$ 1,784,850	-	6,339
	Grants/Fees	-	-	145,967	145,967	-	75,000
	Interest	-	-	124,300	124,300	7,274	15,686
	Budget Reserves	-	\$ 1,018,908	-	1,018,908	-	-
	Total Revenues	\$ 1,784,850	\$ 1,018,908	\$ 270,267	\$ 3,074,025	7,274	97,025
Expenditures							
	Program Salaries and Benefits (not JPA/MOA)	\$ 379,700	\$ -	\$ 124,300	\$ 504,000	35,832	68,185
Water Qual	550 - Swamp Lake	\$ 192,125	\$ 351,208	\$ 91,967	\$ 635,300	6,947	6,947
Water Qual	550 -200th Street Pond Improvements	-	26,400	15,000	41,400	-	-
Water Qual	550 - FeCl Site Improvements	154,500	116,700	-	271,200	4,804	4,845
Water Qual	550 - Buck Stream Stabilization	-	-	-	-	104	104
Water Qual	652 Farmer-led Council	72,000	-	-	72,000	228	278
Water Qual	652 Cost-Share Incentives	88,000	-	-	88,000	-	-
Water Qual	611 Highway 13 Wetland, FeCl system & Desilt, O&M	159,500	55,000	-	214,500	3,526	4,051
Water Qual	611 Carp Management	88,500	-	-	88,500	103	103
Water Qual	611 Spring Lake Demonstration Project Maintenance	1,200	-	-	1,200	3,200	3,200
Water Qual	611 Buck Stream Stabilization Parcel Maintenance	4,000	-	-	4,000	-	-
Water Qual	611 Alum Internal Loading Reserve	200,000	-	-	200,000	637	637
Water Qual	637 District Monitoring Program	89,100	-	-	89,100	1,728	1,748
Water Qual	626 Planning and Program Development	32,000	-	-	32,000	379	10,426
Water Qual	626 LGU Plan Review	3,000	-	-	3,000	-	-
Water Qual	626 Engineering not for programs	21,000	-	-	21,000	1,305	1,305
Water Qual	626 Debt Issuance Planning	15,000	-	-	15,000	-	-
Water Qual	648 Permitting and Compliance	65,000	-	-	65,000	981	981
Water Qual	648 Update MOAs with cities & county	-	5,000	-	5,000	-	-
Water Qual	648 BMP and easement inventory & inspections	35,500	-	4,500	40,000	1,912	1,912
Water Qual	626 Capital Project Planning (Prev: Upper Watershed Projects)	16,200	291,600	-	307,800	1,715	1,715
Water Qual	626 Lake Ridge Stormwater Feasability Study	-	48,000	7,500	55,500	8,998	8,998
	WQ TOTAL	\$ 1,236,625	\$ 893,908	\$ 118,967	\$ 2,249,500	36,568	47,250
Water Storage	550 District-wide Hydraulic & Hydrologic model	\$ 4,000	\$ -	\$ -	\$ 4,000	-	-
Water Storage	626 Comprehensive Wetland Plan Update	-	35,500	-	35,500	-	-
	WS TOTAL	\$ 4,000	\$ 35,500	\$ -	\$ 39,500	-	-
AIS	611 Aquatic Vegetation Mgmt	\$ 18,600	\$ -	\$ 12,000	\$ 30,600	-	-
AIS	637 Boat inspections on Spring, Upper & Lower Prior	19,000	-	15,000	34,000	-	-
	AIS TOTAL	\$ 37,600	\$ -	\$ 27,000	\$ 64,600	-	-
Ed & Out	652 Education and Outreach Program	18,800	8,500	-	27,300	57	103
	E&O TOTAL	\$ 18,800	\$ 8,500	\$ -	\$ 27,300	\$ 57	\$ 103
	PLOC Contribution	\$ 108,125	\$ -	\$ -	\$ 108,125	-	-
	Debt Bond Payments	-	81,000	-	81,000	-	-
	Total Implementation Fund	\$ 1,784,850	\$ 1,018,908	\$ 270,267	\$ 3,074,025	72,458	115,538
	Net Change in Fund Balance Implementation Fund	-	-	-	-	(65,183)	(18,513)
	Grant Funds/Fees Anticipated				2025 Budget		
	Interest Income (general fund & Implementation fund)			\$ 142,700	\$ 142,700		
	648 New Easement Acquisition/Amendment Fees			4,500	4,500		
	2025 WBIF Grant			104,967	104,967		
	Spring Lake Twnshp Contribution (Fish Lake Mgmt Plan)			9,500	9,500		
AIS	611 Aquatic Vegetation Mgmt. (Scott County)			27,000	27,000		
	Total Grant Funds/Fees Anticipated			\$ 288,667	\$ 179,000		
Budget Summary	Fund Sources/Fund Expenditures	2025 Levy	Budget Reserves	Grants/Rev	Budget Total	2024 Levy	Levy Increase
	General Fund	\$ 261,600		\$ 18,400	\$ 280,000	252,000	
	Implementation Fund	\$ 1,784,850	\$ 1,018,908	\$ 270,267	\$ 3,074,025	1,697,000	
	Total Fund Sources	\$ 2,046,450	\$ 1,018,908	\$ 288,667	\$ 3,354,025	1,949,000	\$ 97,450
	Expenditures						% Increase
	General Fund				280,000		
	Implementation Fund				3,074,025		
	Total Expenditures				3,354,025		5.0%
Fund Balance Commitments/Assingments		2025 (Budget)					
		12-31-24 Bal	Additions	Reductions	12-31-25 Bal		
	611 Alum Internal Loading Reserve	\$ 910,000	\$ -	\$ -	\$ 910,000		
	626 Upper Watershed Projects (2024)/Capital Projects Planning (2025)	\$ 291,600	\$ -	\$ -	\$ 291,600		
	Debt Payment Reserve	\$ 180,000	\$ -	\$ -	\$ 180,000		
		\$ 1,381,600	\$ -	\$ -	\$ 1,381,600		

No assurance is provided on this statement. See selected information.

**PLSLWD Monthly Treasurers Report**

Treasurer: Christian Morkeberg

*Account balances as of 2/28/25*

4M Fund (Checking Account)	\$	2,070,139
4M Fixed Income	\$	1,910,650
Total Uncleared Transactions	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>3,980,789</b>

**RESTRICTED/COMMITTED FUNDS**

Restricted - Permit Deposits, etc. (350 & 360)	\$	120,026
Restricted - PLOC Contingency Reserve (850)	\$	266,204
Restricted - PLOC O&M Funds (830)	\$	132,472
Committed - Alum Internal Loading Reserve	\$	910,000
Committed - Upper Watershed Fund Balance(2024)/Capital Projects Planning (2025)	\$	291,600
Committed - Debt Payment	\$	180,000
<b>TOTAL DISTRICT/PLOC RESTRICTED OBLIGATIONS</b>	<b>\$</b>	<b>1,900,302</b>

<b>Available cash at end of February 2025</b>	<b>\$</b>	<b>2,080,487</b>
---	-----------	------------------

62.0% of 2025 Amended  
Budget

No assurance is provided on this statement. See selected information.

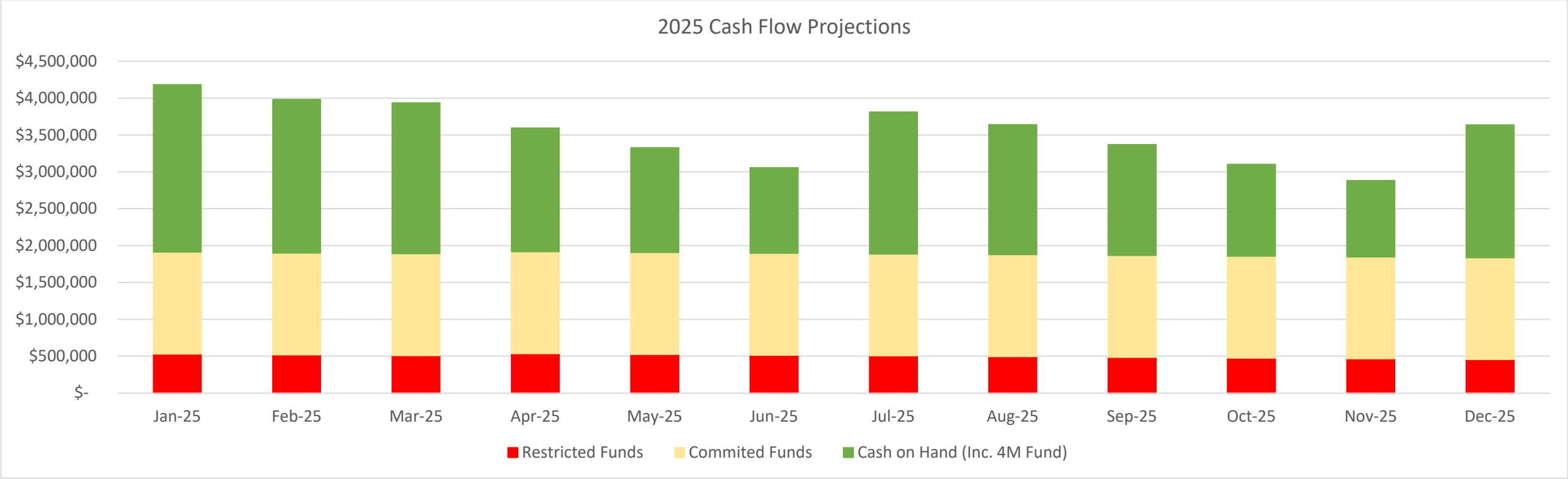
Draft amounts subject to change during audit preparation

No assurance provided on these financial statements



# Cash Flow Chart

Month (End of Month)	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
Restricted Funds	\$ 529,570	\$ 518,702	\$ 508,702	\$ 535,145	\$ 525,145	\$ 515,145	\$ 505,145	\$ 495,145	\$ 485,145	\$ 475,145	\$ 465,145	\$ 455,145
Committed Funds	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600
Cash on Hand (Inc. 4M Fund)	\$ 2,269,750	\$ 2,080,487	\$ 2,044,250	\$ 1,676,886	\$ 1,419,161	\$ 1,160,936	\$ 1,925,936	\$ 1,761,185	\$ 1,502,960	\$ 1,244,735	\$ 1,034,503	\$ 1,800,003
Total Cash on Hand	\$ 4,180,920	\$ 3,980,789	\$ 3,934,552	\$ 3,593,631	\$ 3,325,906	\$ 3,057,681	\$ 3,812,681	\$ 3,637,930	\$ 3,369,705	\$ 3,101,480	\$ 2,881,248	\$ 3,636,748



Draft Amounts subject to chanbge during audit preparation

No assurance is provided on these financial statements. See selected information

PLSL Watershed District

Cash Minimum Balance Alert   \$   150,000

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Total 2025
Cash on hand (beginning of month)	\$ 4,199,238	\$ 4,180,920	\$ 3,980,789	\$ 3,934,552	\$ 3,593,631	\$ 3,325,906	\$ 3,057,681	\$ 3,812,681	\$ 3,637,930	\$ 3,369,705	\$ 3,101,480	\$ 2,881,248	
Cash Receipts													
Property Tax Levy	\$ 7,280	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 1,023,225	\$ -	\$ -	\$ -	\$ -	\$ 1,023,725	\$ 2,054,730
BWSR WBIF	-	-	-	-	-	-	-	83,974	-	-	20,993	-	104,967
BWSR Programs & Projects Grant	-	-	221,988	-	-	-	-	-	-	-	-	-	221,988
Grants - Other	73,709	-	-	-	-	-	-	9,500	-	-	27,000	-	110,209
PLOC Contributions	-	-	-	141,443	-	-	-	-	-	-	-	-	141,443
Interest Income	8,412	7,274	11,892	11,892	11,892	11,892	11,892	11,892	11,892	11,892	11,892	11,892	134,603
Other Receipts	1,291	-	375	375	375	375	375	375	375	375	375	375	5,041
Total Cash Reciepts	\$ 90,692	\$ 7,274	\$ 234,255	\$ 153,710	\$ 12,767	\$ 12,267	\$ 1,035,492	\$ 105,741	\$ 12,267	\$ 12,267	\$ 60,260	\$ 1,035,992	\$ 2,772,981
Total Cash Available	\$ 4,289,930	\$ 4,188,194	\$ 4,215,044	\$ 4,088,262	\$ 3,606,398	\$ 3,338,173	\$ 4,093,173	\$ 3,918,422	\$ 3,650,197	\$ 3,381,972	\$ 3,161,740	\$ 3,917,240	
Cash Paid Out													
Salaries and Per Diems	\$ 47,167	\$ 48,058	\$ 54,958	\$ 54,958	\$ 54,958	\$ 54,958	\$ 54,958	\$ 54,958	\$ 54,958	\$ 54,958	\$ 54,958	\$ 54,958	\$ 644,808
Office Expense, Audit, Accounting	7,362	9,917	10,375	10,375	10,375	10,375	10,375	10,375	10,375	10,375	10,375	10,375	121,029
PLSLWSD Program Costs	48,099	138,562	205,158	205,158	205,158	205,158	205,158	205,158	205,158	205,158	205,158	205,158	2,238,244
PLOC Contribution	-			109,139						-		-	109,139
PLOC Operations	6,382	10,868	10,000	115,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	222,250
Debt Service								-	-	-	-	-	-
Other Disbursements	\$ -	\$ -											-
Subtotal	\$ 109,010	\$ 207,405	\$ 280,492	\$ 494,631	\$ 280,492	\$ 280,492	\$ 280,492	\$ 280,492	\$ 280,492	\$ 280,492	\$ 280,492	\$ 280,492	\$ 3,335,471
Cash on Hand (end of month)	\$ 4,180,920	\$ 3,980,789	\$ 3,934,552	\$ 3,593,631	\$ 3,325,906	\$ 3,057,681	\$ 3,812,681	\$ 3,637,930	\$ 3,369,705	\$ 3,101,480	\$ 2,881,248	\$ 3,636,748	

Draft Amounts subject to chanbge during audit preparation

No assurance is provided on these financial statements. See selected information

PLSLWD  
Cost Analysis  
Year to Date 2/28/2025

	<u>Year to Date 2/28/2025</u>	
	Amount	% of total
<u>Program staff costs</u>	<u>68,185</u>	<b>43.1%</b>
<u>Consultants</u>		
EOR	20,261	
Scott Soil and Water Cons.	-	
Stantec Consulting Services Inc.	8,727	
Vessco	525	
	<u>29,513</u>	<b>18.7%</b>
Hard costs, exclusive of prog staff & consultant costs	17,840	
	<u>17,840</u>	<b>11.3%</b>
<u>Overhead and Administration</u>		
Staff costs	27,041	
Audit/Accounting/Legal	4,203	
Other admin overhead	9,345	
IT Support (Rymark)	1,904	
	<u>42,492</u>	<b>26.9%</b>
<u>Bonds payments</u>	<u>-</u>	<b>0.0%</b>
<u>PLOC Contribution</u>	<u>-</u>	<b>0.0%</b>
<b>Expenses excluding PLOC expenses per manager report</b>	<b><u>158,030</u></b>	<b>100.0%</b>

No assurance is provided on this statement. See selected information.

This statement omits required disclosures.

This statement is prepared on the cash basis of accounting.



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## WORKSHOP MEETING MINUTES

*Tuesday, February 18, 2025*

*Prior Lake City Hall*

*4:00 PM*

Members Present:

Bruce Loney, Frank Boyles, Ben Burnett, Christian Morkeberg,  
Matt Tofanelli

Staff & Consultants Present:

Joni Giese, District Administrator  
Jeff Anderson, Water Resources Program Coordinator  
Carl Almer, EOR, District Engineer Representative  
Chuck Holtman, Smith Partners

Others Present:

Jim Fitzsimmons, Scott SWCD  
Troy Kuphal, Scott SWCD  
Dick Schirber, CAC Representative  
Jody Brennan, Scott County  
Lisa Quinn, Spring Lake Township

The meeting was called to order at 4:00 PM.

### **Manager Per Diems**

Administrator Giese stated the board approved updated general governance policies, which includes per diems, in May 2024. One situation that was not considered in the policies update was manager participation in Minnesota Watersheds committees. The policy states attendance at “other meetings” can be eligible for \$40 per diem per treasurer approval. What makes this unique is that the managers are voting on Minnesota Watersheds matters in their role as a PLSLWD manager. The question is given they are voting as a PLSLWD manager, should their participation qualify for a \$125 per diem? Per the existing policy, if there is a question on applicability of the policy, the administrator should solicit the opinion of the treasurer. Administrator Giese reached out to Manager Morkeberg who then requested the issue be brought forward for board discussion at the workshop.

Administrator Giese queried other watershed districts/watershed management organizations and found that per diems for Minnesota Watershed committee meetings ranged from \$0 to \$125. Per workshop discussion the managers expressed a preference for a \$40 per diem rate for Minnesota Watershed Committee meetings. Moving forward, should Minnesota Watershed committee

attendees feel the level of effort required for participation is extensive, they should bring this information back to the full board for further consideration of per diem rates.

### **Upper Prior Lake Delisting Request**

Water Resources Coordinator Jeff Anderson provided background information that Upper Prior Lake was added to the state's impaired water list in 2002 due to high levels of nutrients and the subsequent preparation of the TMDL report that has guided staff efforts to improve water quality in Upper Prior Lake.

He then outlined the MPCA's criteria for consideration of delisting a lake, and shared that the District has met the MPCA criteria for Upper Prior Lake. Therefore, staff have been working closely with the MPCA to submit a delisting request for Upper Prior Lake with supporting monitoring data, planning documents, and project information. The MPCA will make a determination regarding delisting later this year. Managers discussed the trade-offs of delisting the lake with one of the con's being loss of grant funds if the lake is delisted.

### **County Ditch 13 Drainage Authority**

Administrator Giese shared information regarding recent meeting attendance with Scott County staff and a Scott County Commissioner workshop (Manager Burnett also attended the workshop) regarding the County potentially transitioning away from serving as the drainage authority for County Ditch 13. Potential options under consideration include abandonment of the Ditch or transferring the drainage authority to PLSLWD. Per State Statutes 103D.625, watershed districts shall take over a county drainage system within the watershed district and the right to repair and maintain the drainage system if directed by a county board.

Giese shared that at the county workshop she had stated that she, speaking as the district administrator, was not interested in taking over the role of drainage authority given the County would still need to perform this role for other functioning drainage ditches in the county. Having PLSLWD serve as drainage authority would require the District to get trained on the role and to set up new systems to administer the system. This did not seem to be aligned with SCALE values of efficient delivery of services to county residents. Subsequent the county workshop, questions raised by Manager Burnett made Administrator Giese question whether District goals could be better advanced by taking on this role.

Chuck Holtman with Smith Partners provided insight regarding potential drainage system funding options that watershed districts have per state statutes that are not available to counties. As a result of the discussion, Administrator Giese will do additional research to better understand the existing condition of County Ditch 13 and to perform an assessment of District plans/desired projects to determine if they could be better advanced if the District was the drainage authority.

### **Minnesota Watersheds – Special Meeting Delegate Selection**

Administrator Giese shared that Minnesota Watersheds is proposing changes the organization's legislative process, including revising the resolutions process to occur earlier in the year, holding a mid-year meeting to vote on resolutions, and then use the annual meeting to set legislative priorities for the next legislative session. Proposed changes also include consolidating the resolutions and legislative committees into one committee.

In order to move forward with the proposed changes, a special meeting is being called to vote on changes to the bylaws and committee structure. The special meeting is scheduled for March 21,

2025. PLSLWD can appoint two delegates and one alternate to vote on behalf of the District at the special meeting. Giese inquired if there were any managers interested in serving as the delegates. Managers Boyles and Burnett volunteered to serve as delegates. No interest was expressed for the alternate position. Managers Burnett and Boyles will be brought forward as the District's delegates for approval by the full board at the following (February 18) board meeting.

### **Administrator Report**

- Annual staff reviews are complete. Administrator Giese's review will occur in a closed meeting during March workshop.
- In the next two weeks, many staff will be taking PTO. There will always be staff office coverage during this period.
- Staff will move back into City Hall on March 6. When staff move back into City Hall, the District's office hours will be revised to Monday – Thursday: 8:30 – 4:30 PM; Friday by appointment.
  - Staff currently have the flexibility to work from home two days per week. Everyone is required to come into the office on Monday for the weekly staff meeting. Covering office hours for the remainder of the week always left a skeleton crew in the office.
  - One of the two optional days to work from home will now occur on Friday, which allows for more staff interaction when they are in the office.
  - If staff are working in the office on a Friday, the window will be open.
  - Staff tracked office visits during the first six months of 2024 and found that only one visitor came to the District window on a Friday.
  - Managers expressed support for the new office hours.
- It is time to schedule the annual board retreat. The following schedule was proposed and agreed to:
  - Special Joint Board of Managers/CAC meeting in April.
    - One focus item for the joint meeting will be priorities to inform the 2026 budget.
  - Board retreat in May.
    - Discussion will be informed by issues brought up at the joint meeting.
  - Draft budgets will be brought forward for discussion/revisions at the June and July board workshops.
  - The 2026 budget must be approved at the August board meeting in order to submit the certification to the County by September 15.

### **Liaison Updates**

#### **District Partner Reports**

- *Spring Lake Township*- The Township has a new supervisor, Jeff Miller. Supervisor Miller expressed interest in meeting with Manager Morkeberg to learn more about projects and initiatives of PLSLWD in the township. The Township will be following the discussion regarding the potential transfer or abandonment of County Ditch 13 as a large portion of the ditch is located in the township. The Township passed several hurdles with Scott County planning allowing the township to continue advancing the industrial area planning near Lydia. The Township has held coordination meetings with Administrator Giese and District Engineer Almer to discuss water storage issues, County Ditch 13 buffers, and wetlands associated with the site.

- *CAC*-At the last CAC meeting, subcommittees were established to drill down on issues/projects that are of interest to CAC members that could also support District goals/initiatives. Dick will be on subcommittee that will investigate plant harvesting to address invasive species. Subcommittees will focus on groundwater, education/social media, invasive plants, and lakeshore restoration.
- *Scott County*- County approved a permit for an anaerobic digester. Washington and Ramsey Counties, along with SMSC, will be providing organic waste to the digester. Additional discussions will be held to see how Scott County municipalities and townships can participate in providing organic waste to the digester.
- *Scott SWCD*-No updates.

#### Manager Liaison Reports

- *CAC*- (Christian Morkeberg) The CAC is comprised of an energetic group of folks. The subcommittees are addressing interesting topics.
- *Scott SWCD*- None.
- *Lower Minnesota Watershed District*-Working to replace the Administrator (they are determining whether to hire staff or retain a consultant).
- *Sand Creek Township*-None.
- *Spring Lake Township*-Manager Morkeberg is looking forward to meeting Supervisor Miller. At the township meeting, Supervisor Miller expressed a particular interest in the farmer-led council.
- *Scott WMO*-They are updating their Water Resources Management Plan. Staff's goal is to have a new plan adopted by December 2026. Administrator Giese is serving on the TAC for the Scott WMO plan update.
- *Shakopee*-None.
- *SCALE*- General Assembly will focus on solid waste. Representatives from the Department of Administration, Office of Collaboration and Dispute Resolution presented information on their office and provided tips that leaders can take to reduce stress and tension when engaging on challenging subjects. The legislative subcommittee will be ramping up with the start of the legislative session.
- *Scott County*- Attended the workshop addressing county ditches. Mosquito control was addressed. Managers Morkeberg and Loney were renewed for second terms.
- *Minnesota Watersheds*- Meetings were held related to proposed revisions to bylaws and committees.
- *PLOC Cooperators*-None.
- *Farmer-Led Council*- Good last meeting. Participation level appears to be increasing. Another meeting will occur in March. Manager Morkeberg expressed interest in increasing funding for FLC activities if there is a demand for these programs.

Respectfully Submitted,

Joni Giese

3/11/2025



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## REGULAR MEETING MINUTES

*Tuesday, February 18, 2025*

*Prior Lake City Hall*

*6:00 PM*

Members Present:

Bruce Loney, Christian Morkeberg, Frank Boyles,  
Matt Tofanelli, Ben Burnett

Staff & Consultants Present:

Joni Giese, District Administrator  
Jeff Anderson, Water Resources Coordinator  
Danielle Studer, Water Resources Specialist  
Carl Almer, EOR, District Engineer

Others Present:

Jody Brennan, Scott County Commissioner  
Richard Schirber, CAC Representative  
Ben Brandt and Derek Lee from Waterfront Restoration  
Troy Kuphal and Jim Fitzsimmons, Scott SWCD

• **1.0 CALL TO ORDER & PLEDGE OF ALLEGIANCE:**

Meeting was called to order by President Loney at 6:02 pm. Everyone present recited the Pledge of Allegiance.

• **2.0 PUBLIC COMMENT**

None

• **3.0 APPROVAL OF AGENDA**

- Agenda change
  - Add 4.9: Authorization to Award Contract for PLOC Pipe Lining
- Motion to approve amended agenda by Manager Burnett; 2<sup>nd</sup> by Manager Tofanelli; Passed 5-0.

• **4.0 OTHER OLD/NEW BUSINESS**

**4.1 Programs & Projects Update**

- Staff provided a report of its many activities the preceding month, and some upcoming events.
- Jeff Anderson reported staff should be moving back to City Hall offices March 6<sup>th</sup>; a carp management update – staff will do tracking and will do a seine if carp get isolated to pre-approved areas; and a monitoring update.



- Danielle Studer gave an Education and Outreach review of 2024 and plans for 2025 (see later item 4.4).
- Project updates: FeCl building is in process - the tank has been removed, staff is targeting to be ready for normal spring treatment.

#### **4.2 Scott SWCD 2024 Summary of Accomplishments**

- Troy Kuphal presented 2024 services provided to PLSLWD and accomplishments, primarily focused on the cost share program; farmer-led council support; education programs; permitting support; and easement origination, inspection, and compliance support. Troy then answered managers' questions.

#### **4.3 Watercraft Inspections 2024 Season Report**

- Ben Brandt, from Waterfront Restoration LLC, presented their report for 2024 and answered questions.

#### **4.4 2025 Education & Outreach Plan**

- Water Resources Specialist, Danielle Studer, summarized 2024 outreach activities. 2025 proposed activities focus on:
  - Building partnerships and reaching new audiences
    - Watershed Week to include a mix of “old” and new, including an additional event day
  - Increasing awareness of our water resources
    - Additional CAC and resident tour
    - High school level educational event
  - Celebrating successes
    - Carp management “open-house”
    - Celebration of District progress on projects
  - Creating high quality and timeliness outreach materials
    - Video of Buck Stream restoration
    - Updating “one-pagers”
    - Tabling and front office displays
    - Sticker collaboration
- Danielle highlighted popular existing volunteer and community programs that are proposed to continue into 2025, such as the CAC, CAMP program, Carp Espionage, Farmer-led Council, and Cost-share programs.
- Staff recommends that the Board of Managers approve the 2025 Education & Outreach Plan.
- Motion to approve 2025 Education and Outreach Plan by Manager Tofanelli; 2<sup>nd</sup> by Manager Morkeberg; Passed 5-0.

#### **4.5 MS4 Petition for Re-evaluation**

- Administrator Giese shared that in fall 2024, she held several conversations with MPCA staff to receive clarification on the application of permit requirements to the specifics of the watershed district. After these conversations, MPCA staff sent her a MS4 Petition for Re-evaluation Form with the request that PLSLWD fill out the form and return it to the MPCA for

consideration. Subsequent to the receipt of the re-evaluation form, Administrator Giese performed due diligence and determined the termination of the District's MS4 permittee status will not result in a loss of the District's ability to implement its Water Resources Management Plan.

- Motion to authorize the District Administrator to submit the MS4 Petition for Re-evaluation Form to the MPCA by Manager Boyles; 2<sup>nd</sup> by Manager Tofanelli; Passed 5-0.

#### **4.6 Termination of Watershed Development Agreement, Doc. No. A 816076**

- Administrator Giese shared the background information on a land ownership transfer that initiated the termination request. The Watershed Development Agreement stated the agreement would terminate on the date the infiltration areas on the site are dedicated to and accepted by the City of Prior Lake for infiltration purposes. After research and receipt of assurances from the City of Prior Lake, staff believe the intent of the agreement has been met and termination of the Watershed Development Agreement should proceed.
- Motion to authorize the District Administrator to terminate Watershed Development Agreement, Doc. No. A 816076 by Manager Boyles; 2<sup>nd</sup> by Manager Burnett; Passed 5-0.

#### **4.7 Minnesota Watersheds – Special Meeting Delegate Appointment**

- Administrator Giese stated that Minnesota Watersheds is scheduling a special meeting to vote on proposed revisions to the organization's bylaws and committees structure to modify its approach to the resolutions and legislative processes. The District can appoint up to two members to represent and vote on behalf of the District at the special meeting.
- Motion to appoint Manager Burnett and Manager Boyles as delegate(s) to vote on behalf of PLSLWD at the Minnesota Watersheds special meeting scheduled for March 21, 2025, by Manager Morkeberg; 2<sup>nd</sup> by Manager Burnett; Passed 4-0 (Manager Boyles abstained).

#### **4.8 Fountain Hills Wetland Restoration Feasibility Study: Scope of Work**

- Manager Tofanelli recused himself from discussion and voting for this item due to potential conflict of interest.
- Administrator Giese stated this pertains to property located in the southeast quadrant of the intersection of County Road 42 and County Road 21. The study will explore the nutrient load within a wetland on the site; whether existing nutrients in the wetland will be transported to Pike Lake, which is impaired for high nutrient loads; and estimated cost to restore the wetland. The goal is to determine if there is a favorable cost-benefit relationship to pursue partnering with the developer on a wetland restoration project.
- Motion to authorize District Administrator to enter into a contract with a consultant to prepare the Fountain Hills Wetland Restoration Feasibility Study at a cost not to exceed \$25,000, with authorization to execute change orders not to exceed 10% of the contract value, by Manager Boyles; 2<sup>nd</sup> by Manager Burnett; Passed 4-0 (1 recused/abstained).

#### **4.9 Authorization to Award Contract for PLOC Pipe Lining**

- Administrator Giese stated bids were opened on February 6, 2025, and four bids were received. WSB recommends the apparent low bidder, Insituform Technologies USA, LLC for award. The bid came in under the engineers opinion of estimated construction costs.
- A slim chance that construction may occur this winter, otherwise construction will be scheduled for next winter.
- On 2/11/25, the PLOC cooperators approved a recommendation to award the contract.
- Motion to authorize contracting with Insituform Technologies USA, LLC not to exceed \$701,950.15 for execution by the District Administrator, and with any further non-substantive changes on advice of legal counsel, and to authorize the District Administrator to enter into change orders or change quantities not to exceed 10% of the contract (\$70,195), by Manager Burnett; 2<sup>nd</sup> by Manager Tofanelli; Passed 5-0;

#### **• 5.0 TREASURER'S REPORT**

Treasurer Morkeberg summarized the financial information contained in the packet including:

##### **5.1 Monthly Financial Reports**

- Financial Report
- Treasurers Report
- Cash Flow Projections
- Cost Analysis

#### **• 6.0 CONSENT AGENDA**

- The consent agenda is considered as one item of business. It consists of routine administrative items or items not requiring discussion. Items can be removed from the consent agenda at the request of the Board member, staff member, or a member of the audience. Please state which item or items you wish to remove for separate discussion.
- 6.1 Meeting Minutes – January 21, 2025, Board Workshop
- 6.2 Meeting Minutes – January 21, 2025, Board Meeting
- 6.3 Meeting Minutes – December 19, 2024, CAC Meeting
- 6.4 Corrected Meeting Minutes – December 17, 2024, Board Workshop
- 6.5 Claims List and Bank Purchase Card Expenditures Summary
- 6.6 Scott SWCD 2025 Professional Services Agreement and Cost-share Docket
- 6.7 BWSR Clean Water Fund Competitive Grant Agreement
- 6.8 Revised Schedule of 2025 CAC Meetings
- 6.9 Buck Stream Stabilization Project: 2025/2026 Maintenance Agreement
- 6.10 Jeffers 10th Addition Declaration of Conservation Easement
- Motion to approve consent agenda by Manager Burnett; 2nd by Manager Morkeberg; Passed 5-0.

#### **• 7.0 UPCOMING MEETING/EVENT SCHEDULE:**

- Board of Managers Workshop, Tuesday, March 18, 2025, 4:00 pm (Prior Lake City Hall – Parkview Conference Room)

- Board of Managers Meeting, Tuesday, March 18, 2025, 6:00 pm (Prior Lake City Hall – Council Chambers)
- PLOC Cooperators Meeting, Thursday, March 27, 2025, 12:00 pm (Prior Lake City Hall – Parkview Conference Room)
- CAC Meeting, Thursday, March 27, 2025, 6:00 pm (Prior Lake City Hall – Wagon Bridge Conference Room)

- **8.0 ADJOURNMENT**

- Motion to adjourn by Manager Morkeberg; 2<sup>nd</sup> by Manager Burnett; Passed 5-0.
- Meeting adjourned at 7:55 pm.

Respectfully Submitted,  
Ben Burnett, PLSLWD Secretary, 3/10/25

**Prior Lake Spring Lake Watershed District  
Claims list for Invoice Payments due for the prior month**

Managers will consider approving this claims list - Staff payroll and benefits, Manager per diems, and Health insurance premiums have already been paid via ACH transfers. After the managers vote, two Managers will approve individual payments via BILL within three days of the meeting for approved claims. Then, staff will release payment via BILL to the claims list parties.

Vendor	Invoice Link	Description	Amount
<b>1. Watershed District Projects (excluding staff payroll)</b>			
<b>EOR</b>	<a href="#">X</a>		
Capital Projects		Swamp Lake IESF Final Design & CMS	\$ 5,552.25
Operations & Maintenance Projects		Desiltation Pond Outlet & High Flow ByPass FS	\$ 416.00
		Spring Lake Post-Alum Sediment Core Analysis	\$ 1,462.75
		Upper Prior Lake Sediment Core Analysis	\$ 4,004.17
Planning & Program		General Engineering	\$ 981.00
Regulation		Permitting	\$ 1,362.50
		BMP Easements	\$ 1,530.00
<b>RMB</b>	<a href="#">X</a>	Lakes Chloride Monitoring	\$ 39.00
<b>MPCA</b>	<a href="#">X</a>	Grant Application - Existing Permit 0067377	\$ 1,240.00
<b>Advantage Signs</b>	<a href="#">X</a>	Conservation Area signs	\$ 305.15
<b>Blue Water Science</b>	<a href="#">X</a>	Aquatic Plant Surveys for 2024	\$ 10,350.00
<b>WSB</b>	<a href="#">X</a>	Carp Management - January 2025	\$ 15,486.75
<b>Stantec</b>	<a href="#">X</a>	Lake Ridge Estates Feasibility Study - January 2025	\$ 9,462.00
<b>Smith Partners</b>	<a href="#">X</a>	Water Resource Plan	\$ 1,445.00
		Water Resource Plan	\$ 173.40
<b>Greg Etinger</b>	<a href="#">X</a>	FLC Speaker	\$ 319.60
<b>Xcel Energy</b>	<a href="#">X</a>	Utilities	\$ 10.67
<b>HDR Inc.</b>	<a href="#">X</a>	Website project management and support	\$ 726.08
<b>CLA</b>		Bill.com fees	\$ 58.00
		<b>Subtotal</b>	<b>\$ 54,924.32</b>
<b>2. Outlet Channel - JPA/MOA (excluding staff payroll)</b>			
<b>EOR</b>		2024 PLOC Engineering Assistance - Seg 1	\$ 218.00
		PLOC CIPP Lining Assistance	\$ 2,509.25
<b>CLA</b>		PLOC - 3 Hours	\$ 750.00
<b>Smith Partners</b>		PLOC Outlet Channel Legal work	\$ 549.10
		<b>Subtotal</b>	<b>\$ 4,026.35</b>
<b>3. Payroll, Office and Overhead</b>			
<b>ADP Manager Per Diems</b>			\$ 655.00
<b>ADP Staff Payroll</b>			\$ 21,722.29
<b>ADP Taxes &amp; Benefits</b>			\$ 19,643.60
<b>NCPERS</b>	<a href="#">X</a>	April Premiums	\$ 96.00
<b>Reliance Standard</b>	<a href="#">X</a>	March LTD and STD Premiums	\$ 939.71
<b>HealthPartners</b>	<a href="#">X</a>	March Health Insurance Premiums	\$ 8,213.98
<b>City of Prior Lake</b>	<a href="#">X</a>	Rent (April 2025)	\$ 2,458.64
<b>CLA</b>	<a href="#">X</a>	Monthly Accounting	\$ 2,450.00
		Technology and Client Support Fee	\$ 251.50
		Monthly Payroll Processing Fees	\$ 400.00
		Audit Prep	\$ 1,000.00
		Preparation of 2024 IRS Form 1099	\$ 430.00
<b>Smith Partners</b>		General Legal & Meetings	\$ 141.60
		Contracts	\$ 86.70
<b>Rymark</b>	<a href="#">X</a>	March Billing (7 workstations)	\$ 952.41
<b>MetroSales</b>	<a href="#">X</a>	Contract base rate March-April	\$ 155.00
<b>US Bank</b>		January 26 - February 25 Billing	\$ 2,250.83
		<b>Subtotal</b>	<b>\$ 61,847.26</b>
<b>TOTAL CLAIMS 3/18/2025</b>			<b>\$ 120,797.93</b>

Prior Lake-Spring Lake Watershed District  
US Bank Transactions through 2/25/2025

Trans Date	Merchant Name	Amount	Receipt Link	Staff Approval	Class	Customer	Expense	Description
1/27/2025	Minnesota Lake Management Society	\$ 70.00	<a href="#">X</a>	Jeff Anderson	626 Planning	Training	904 Staff & Board Training	In Lake Phosphorus Training
2/1/2025	Intuit Quickbooks	\$ 1,069.20	<a href="#">X</a>	Joni Giese	405 General Fund		903 Dues, Fees, Subscriptions	Accounting software
2/3/2025	Dakotah Meadows	\$ 90.00	<a href="#">X</a>	Patty Dronen	637 Monitoring & Research	Equipment Storage & Maintenance	903 Dues, Fees, Subscriptions	Storage unit
2/4/2025	Verizon	\$ 30.08	<a href="#">X</a>	Jeff Anderson	637 Monitoring & Research	Equipment Storage & Maintenance	876 Field Equipment & Maintenance	Cell data
2/5/2025	Amazon	\$ 479.99	<a href="#">X</a>	Zach Nagel	611 Operations & Maintenance	Fish Mgmt - Equipment, Storage & Maintenance	876 Field Equipment & Maintenance	Ice Auger
2/6/2025	Caseys	\$ 58.33	<a href="#">X</a>	Zach Nagel	637 Monitoring & Research	Equipment Storage & Maintenance	876 Field Equipment & Maintenance	Gas
2/7/2025	Amazon	\$ 64.87	<a href="#">X</a>	Patty Dronen	405 General Fund		706 Office Supplies	Coffee
2/10/2025	Microsoft	\$ 4.99	<a href="#">X</a>	Patty Dronen	626 Planning	Planning and Program Development	903 Dues, Fees, Subscriptions	Software subscription
2/19/2025	Good Stuff Moving - down payment	\$ 51.40	<a href="#">X</a>	Patty Dronen	405 General Fund		710 Office Expense Other	Down payment for move back to City H
2/23/2025	Adobe	\$ 92.06	<a href="#">X</a>	Patty Dronen	626 Planning	Planning and Program Development	903 Dues, Fees, Subscriptions	Software subscription
2/18/2025	Jimmy Johns	\$ 100.91	<a href="#">X</a>	Patty Dronen	626 Planning	Planning and Program Development	902 Meals and Lodging	Board Manager meal
2/23/2025	Amazon Prime	\$ 139.00	<a href="#">X</a>	Patty Dronen	405 General Fund		903 Dues, Fees, Subscriptions	Prime Subscription
	<b>TOTAL</b>	<b>\$ 2,250.83</b>						



**Subject |** Resolution 25-392: PLOC MOA Emergency Fund Interest Transfer

**Board Meeting Date |** March 18, 2025

**Item No:** 8.4

**Prepared By |** Joni Giese, District Administrator

**Attachments |**

- a) CLA Board Resolution Letter
- b) Resolution 25-392: PLOC MOA Emergency Fund Interest Transfer

**Proposed Action |** Motion to approve Resolution 24-392: Transferring PLOC MOA Emergency Fund Interest to the PLOC Operations and Maintenance Fund, effective December 31, 2024

### **Background**

The Memorandum of Agreement for Construction, Use, Operation, and Maintenance of the Prior Lake Outlet Channel and Outlet Structure was approved by the Prior Lake Outlet Project Cooperators in 2019. Article 10, Cost-share Allocation, Paragraph 10.4 A(4) states Interest earned by the Emergency Fund, up to \$10,000, will remain in the Fund to pay future Emergency Maintenance costs. The amount of interest will be reviewed annually and amounts over \$10,000, they will be used to defray futures costs in the next budgeting year.

### **Discussion**

At the end of each calendar year, the District's account reviews interest income associated with the Emergency Fund for the calendar year and recommends the transfer of interest income in excess of \$10,000 be transferred to the Operations and Maintenance fund to defray operations and maintenance costs for the future calendar year. The attached letter from the District accountant outlines the amount of interest to be transferred via board resolution.

### **Recommendation**

District staff recommends approval of Resolution 25-392: Transferring PLOC MOA Emergency Fund Interest to the PLOC Operations and Maintenance Fund, effective December 31, 2024.

### **Budget Impact**

The interest transfer will reduce 2025 expenses for the PLOC cooperators by making \$6,204 available to cover PLOC operations and maintenance activities.



CliftonLarsonAllen LLP  
220 South Sixth Street, Suite 300  
Minneapolis, MN 55402-1436

phone 612-376-4500 fax 612-376-4850  
claconnect.com

March 10, 2025

Prior Lake Spring Lake Watershed District  
Board of Managers  
Prior Lake, MN

Board of Managers:

I am writing at the request of District Administrator Joni Giese to request certain actions by the Board of Managers. These actions support the current financial and programmatic activities of the District. The actions are documented below as well as a brief explanation of why the request is being made.

#### **BOARD RESOLUTION**

##### **Action**

The Board approves a total transfer of \$6,204 from the JPA/MOA Emergency Fund to the JPA/MOA Operations Funds as explained below. This transfer will be effective December 31, 2024.

The JPA/MOA agreement was revised during 2019. As part of that revision, interest income in excess of \$10,000 that accumulates in the Emergency Fund is required to be transferred annually to the Operations Fund and used to offset costs. The transfer amount of \$6,204 represents the amount of accumulated interest income in excess of \$10,000 at the end of 2024.

Respectively Submitted,

Christopher Knopik, CPA, CFE  
District Accountant





## Resolution 25-392

### Authorization to Transfer PLOC MOA Emergency Fund Interest

**Motion By:** \_\_\_\_\_ **Second By:** \_\_\_\_\_

**WHEREAS,** A Memorandum of Agreement for the Use, Operation and Maintenance of the Prior Lake Outlet Channel and Outlet Structure (MOA) was approved by the “Cooperators” comprised of Prior Lake-Spring Lake Watershed District, the City of Prior Lake, the City of Shakopee, and the Shakopee Mdewakanton Sioux Community in May 2019; AND

**WHEREAS,** MOA Article 10, Cost-share Allocation, Paragraph 10.4 A(4) states interest earned by the Emergency Fund, up to \$10,000, will remain in the Fund to pay future Emergency Maintenance costs. The amount of interest will be reviewed annually and amounts over \$10,000, will be used to defray futures costs in the next budgeting year; AND

**WHEREAS,** The PLOC Emergency Fund has accumulated interest in the amount of \$16,204, which includes accumulated interest income of \$6,204 that is in excess of \$10,000 at December 31, 2024.

**THEREFORE, BE IT RESOLVED,** accumulated interest in the amount of \$6,204 is authorized to be transferred from the PLOC Emergency Fund to the PLOC Operations and Maintenance Fund, effective December 31, 2024.

The question was called on the adoption of the Resolution and there were \_\_\_ yeas and \_\_\_ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Boyles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Burnett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Morkeberg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tofanelli	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the chair declared the resolution adopted.

It is hereby certified that the Board of the Prior Lake-Spring Lake Watershed District adopted this Resolution at a duly convened meeting of the Board held on the 18th day of March 2025, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

\_\_\_\_\_  
Ben Burnett, Secretary

Dated: March 18, 2025

Res. 25-392  
March 2025



<b>Subject</b>	Resolution 25-393: Amending the 2025 Budget to Reflect a BWSR Grant Agreement for the Swamp Lake IESF Project	
<b>Board Meeting Date</b>	March 18, 2025	<b>Item No:</b> 8.5
<b>Prepared By</b>	Joni Giese, District Administrator	
<b>Attachments</b>	Resolution 25-393: Amending the 2025 Budget to Reflect a Board of Soil and Water Resources (BWSR) Grant Award for the Swamp Lake Iron Enhanced Sand Filter (IESF) Project	
<b>Proposed Action</b>	Motion to approve Resolution 25-393: Amending the 2025 Budget to Reflect a BWSR Grant Agreement for the Swamp Lake IESF Project	

## **Background**

In the 2025 budget adopted by the Board of Managers on December 17, 2024, the 509 Implementation Fund, 550-Swamp Lake IESF budget item was set at \$635,300, with the project being funded with \$192,125 of levy proceeds, \$351,208 of budget reserves (that includes \$89,968 - the first 50% of 2025 BWSR Watershed Based Implementation Fund Grant received in 2024), \$89,967 from the remaining 2025 BWSR Watershed Based Implementation Fund grant, and a \$2,000 Spring Lake Township grant.

On December 18, 2024, BWSR issued a news release announcing the award of \$8.2 million in Clean Water Fund, Projects and Practices grants, which included \$443,975 to PLSLWD, with a \$44,397 match required, to support the implementation of the Swamp Lake IESF project.

## **Discussion**

The intent of the budget amendment is to track the award of the BWSR Clean Water Fund, Projects and Practices grant that will be used to offset construction costs associated with the Swamp Lake IESF project. Assuming the engineer's opinion of probable costs does not increase during final design, the award of the grant will allow the district to reallocate \$261,240 of budget reserves and \$182,735 of levy funds to other District projects. For ease of bookkeeping, given the final estimated construction costs and/or alternate use of the District levy funds has not been determined, staff recommend the original budget reserve value and levy value be retained in the existing budget item until final estimated construction costs are known and a levy funds reallocation decision has been made. This approach will temporarily artificially inflate the budget for the Swamp IESF project to \$1,079,250.

With receipt of the grant funds, the estimated project cost still remains at \$635,300 (based on the feasibility study estimated cost and other expected implementation related costs) and will be funded with \$9,390 of levy proceeds, \$89,968 of budget reserves, \$443,975 from the BWSR Clean Water Fund, Projects and Practices grant, the remaining \$89,967 from the 2025 BWSR Watershed Based Implementation Fund grant, and a \$2,000 grant from Spring Lake Township.

## **Recommendation**

Staff recommends the Board of Managers approve Resolution 25-393: Amending the 2025 Budget to Reflect a BWSR Grant Agreement for the Swamp Lake IESF Project.

## **Budget Impact**

The budget amendment will show adequate resources to implement the project and potentially allow up to \$261,240 of budget reserves and \$182,735 of levy funds to be expended on other District projects.



## Resolution 25-393

Amending the 2025 Budget to Reflect a Board of Soil and Water Resources (BWSR) Grant Award for the Swamp Lake Iron Enhanced Sand Filter (IESF) Project

**Motion By:** \_\_\_\_\_ **Second By:** \_\_\_\_\_

**WHEREAS**, within the 2025 budget adopted by the Board of Managers on December 17, 2024, the 509 Implementation Fund, 550-Swamp Lake IESF budget item was set at \$635,300, with the project being funded with \$192,125 of levy proceeds, \$351,208 of budget reserves, and \$91,967 from a 2025 BWSR Watershed Based Implementation Fund grant; AND

**WHEREAS**, on December 18, 2024, BWSR issued a news release announcing the award of \$8.2 million in Clean Water Fund, Projects and Practices grants, which included \$443,975 to PLSLWD, with a \$44,397 match required, to support the implementation of the Swamp Lake IESF project; AND

**WHEREAS**, on February 18, 2025, the Board of Managers authorized the District Administrator to enter into a BWSR Clean Water Fund Competitive Grant Agreement in the amount of \$443,975; AND

**WHEREAS**, on March 12, 2025, BWSR executed the Clean Water Fund Competitive Grant Agreement in the amount of \$443,975 with PLSLWD.

**THEREFORE, BE IT RESOLVED**, the 509 Implementation Fund, 550-Swamp Lake IESF budget item will be increased by \$443,975 to reflect the award of the BWSR Clean Water Fund Competitive Grant Agreement.

The question was called on the adoption of the Resolution and there were \_\_\_ yeas and \_\_\_ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Boyles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Burnett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Morkeberg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tofanelli	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the chair declared the resolution adopted.

It is hereby certified that the Board of the Prior Lake-Spring Lake Watershed District adopted this Resolution at a duly convened meeting of the Board held on the 18th day of March 2025, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

\_\_\_\_\_  
Ben Burnett, Secretary

Dated: March 18, 2025

Res. 25-393  
March 2025



**Subject** | Resolution 25-394: Amending the 2025 Budget to Establish the Buck Stream Stabilization Project Budget Item in the Amount of \$7,500

**Board Meeting Date** | March 18, 2025

**Item No:** 8.6

**Prepared By** | Joni Giese, District Administrator

**Attachments** | Resolution 25-394: Amending the 2025 Budget to Establish the Buck Stream Stabilization Project Budget Item in the Amount of \$7,500

**Proposed Action** | Motion to approve Resolution 25-394: Amending the 2025 Budget to Establish the Buck Stream Stabilization Project Budget Item in the Amount of \$7,500.

## **Background**

On July 16, 2024, the Board of Managers approved Resolution 24-383, to establish the 550-Buck Stream Stabilization budget item in the amount of \$223,400 by reclassing \$148,400 funds from the 626-Upper Watershed Projects and acknowledging a \$75,000 grant to be received from Scott SWCD for the implementation of the Buck Stream Stabilization project.

Buck Stream Stabilization was successfully constructed approximately \$7,500 under budget in 2024, with the budget savings classified as budget reserves at year end.

## **Discussion**

In late December 2024, it was determined that the construction of the Buck Stream Stabilization project would adversely impact an existing small bridge over the stream for one of the participating landowner and bridge modifications to make the owner whole could be accomplished within the original project budget.

With the anticipation that the project would be complete by the end of 2024, the 2025 budget did not include a budget line item for the Buck Stream Stabilization project. Therefore, to better track the remaining expenses associated with this project, staff recommend the establishment of a budget line item in the 2025 budget.

## **Recommendation**

Staff recommends the Board of Managers approve Resolution 25-394: Amending the 2025 Budget to Establish the Buck Stream Stabilization Project Budget Item in the Amount of \$7,500.

## **Budget Impact**

Establishing the budget item will reduce the District's 2025 cash reserves by \$7,500.



## Resolution 25-394

Amending the 2025 Budget to Establish the Buck Stream Stabilization Project Budget Item in the Amount of \$7,500.

**Motion By:** \_\_\_\_\_ **Second By:** \_\_\_\_\_

**WHEREAS**, On July 16, 2024, the Board of Managers approved Resolution 24-383, to establish the 550-Buck Stream Stabilization budget item in the amount of \$223,400 by reclassing \$148,400 funds from the 626-Upper Watershed Projects and acknowledging a \$75,000 grant to be received from Scott SWCD for the implementation of the Buck Stream Stabilization project; AND

**WHEREAS**, the Buck Stream Stabilization was successfully constructed approximately \$7,500 under budget in 2024, with the budget savings classified as budget reserves at year end; AND

**WHEREAS**, in late December 2024, it was determined that the construction of the Buck Stream Stabilization project would adversely impact an existing small bridge over the stream for one of the participating landowners for the project and bridge modifications to make the owner whole could be accomplished within the original project budget; AND

**WHEREAS**, a budget item was not established in the 2025 budget for the Buck Stream Stabilization Project.

**THEREFORE, BE IT RESOLVED**, to appropriately track remaining expenses associated with the Buck Stream Stabilization project in the 2025 budget, the 509 Implementation Fund, 550 – Buck Stream Stabilization budget will be established at \$7,500. The budget amendment will be funded through District reserve funds.

The question was called on the adoption of the Resolution and there were \_\_ yeas and \_\_ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Boyles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Burnett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Morkeberg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tofanelli	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the chair declared the resolution adopted.

It is hereby certified that the Board of the Prior Lake-Spring Lake Watershed District adopted this Resolution at a duly convened meeting of the Board held on the 18th day of March 2025, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

\_\_\_\_\_  
Ben Burnett, Secretary

Dated: March 18, 2025

Res. 25-394  
March 2025

**PLSLWD Board Staff Report**

March 11, 2025



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

<b>Subject</b>	2025 Boat Inspections	
<b>Board Meeting Date</b>	March 18, 2025	<b>Item No:</b> 8.7
<b>Prepared By</b>	Zach Nagel, Water Resources Technician Jeff Anderson, Water Resources Coordinator	
<b>Attachments</b>	2025 Waterfront Restoration Boat Inspections Contract	
<b>Action</b>	Motion to authorize the District Administrator to enter a contract with Waterfront Restorations to perform boat inspection services in 2025 at a cost of \$34,000.	

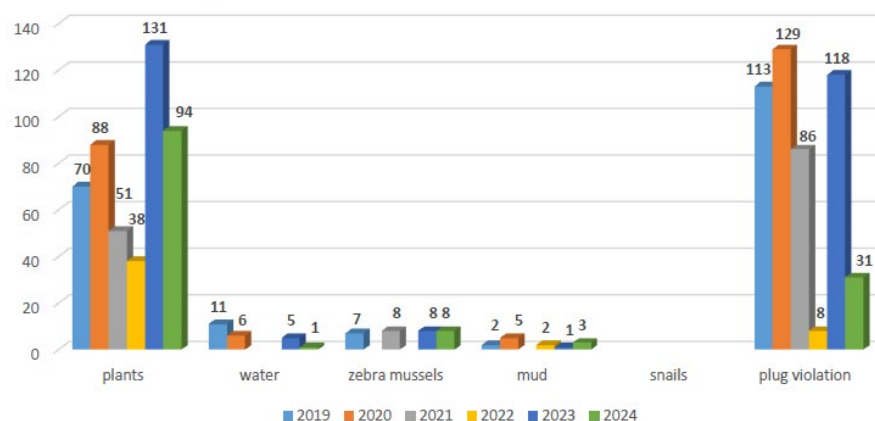
## **Background**

The District's 2025 budget calls for the continuation of boat inspections as an approach to prevent aquatic invasive species from infesting District lakes. Watercraft inspections will focus time during high-use periods – weekends and holidays with some weekday evening coverage.

## **Discussion**

Boat inspections have been the primary method of AIS prevention and remain a priority for the District. The figure below shows plants and drain plugs are the dominant violations of incoming boats. It is the intent of these boat inspections to prevent the introduction of potentially new invasive species from entering our lakes.

**Comparison of Findings at Entrance by Year**



### **Summary of AIS currently in our lakes:**

Upper Prior Lake: Eurasian Water Milfoil (EWM), Curlyleaf Pondweed (CLP), and Zebra Mussels

Lower Prior Lake: EWM, CLP, Zebra Mussels

Spring Lake: EWM, CLP, Zebra Mussels

Fish Lake: CLP

### **AIS Laws (MN DNR):**

- Drain plugs must be removed while transporting watercraft and may not be in place upon arrival at boat launches.
- Aquatic plants, animals, and other listed prohibited species may not be transported or attached to watercraft when launching.
- Bait must not be released into the water.
- Lake/river water may not be transported.
- Pontoons are air-holding compartments and are not required to remove plugs, unless damaged.

**Recommendation**

Staff recommend the Board authorize the District Administrator to enter a contract with Waterfront Restoration at a cost of \$34,000 totaling 1,010 hours of inspections.

**Budget Impact**

The cost associated with the proposed motion is fully covered under budget item 637 - Boat Inspections on Spring, Fish, Upper and Lower Prior. Boat inspection services in 2025 are quoted at a cost not to exceed \$34,000.

**AGREEMENT BETWEEN  
PRIOR LAKE – SPRING LAKE WATERSHED DISTRICT and  
WATERFRONT RESTORATION**

**2025 Watercraft Inspections**

This agreement is entered into by the Prior Lake – Spring Lake Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (PLSLWD), and WATERFRONT RESTORATION, a Minnesota corporation (CONSULTANT). In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, PLSLWD and CONSULTANT agree as follows:

1. Scope of Work

CONSULTANT will perform the work described in the 03/11/2025 Scope of Services attached as Exhibit A (the “Services”). Exhibit A is incorporated into this agreement and its terms and schedules are binding on CONSULTANT as a term hereof. PLSLWD, at its discretion, in writing may at any time suspend work or amend the Services to delete any task or portion thereof. Authorized work by CONSULTANT on a task deleted or modified by PLSLWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services.

2. Independent Contractor

CONSULTANT is an independent contractor under this agreement. CONSULTANT will select the means, method and manner of performing the Services. Nothing herein contained is intended or is to be construed to constitute CONSULTANT as the agent, representative or employee of PLSLWD in any manner. Personnel performing the Services on behalf of CONSULTANT or a subcontractor will not be considered employees of PLSLWD and will not be entitled to any compensation, rights or benefits of any kind from PLSLWD.

3. Subcontract and Assignment

CONSULTANT will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of PLSLWD and pursuant to any conditions included in that consent. PLSLWD consent to any subcontracting does not relieve CONSULTANT of its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance obligations, or duty to hold harmless, defend and indemnify under this agreement.

4. Duty of Care; Indemnification

CONSULTANT will perform the Services with due care and in accordance with national standards of professional care. CONSULTANT will hold harmless and indemnify PLSLWD, its board members, employees and agents from any and all actions, costs (including reasonable attorney fees), damages and liabilities of any nature to the extent due to CONSULTANT’s failure to exercise professional care. CONSULTANT will defend PLSLWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from; and hold each such party harmless, and indemnify it, to the extent due to: (a) CONSULTANT’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty other than the duty of professional care; or (b) a subcontractor’s negligent or otherwise wrongful act or omission, or



breach of a specific contractual duty owed by CONSULTANT to PLSLWD, other than the duty of professional care. For any claim subject to this paragraph by an employee of CONSULTANT or a subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or a subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

5. Compensation

PLSLWD will compensate CONSULTANT for the Services on an hourly basis and reimburse for direct costs in accordance with Exhibit A. Invoices will be submitted monthly for work performed during the preceding month. Payment for undisputed work will be due within 30 days of receipt of invoice. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of the PLSLWD administrator. Subcontractor fees and subcontractor direct costs, as incurred by CONSULTANT, will be reimbursed by PLSLWD at the rate specified in PLSLWD's written approval of the subcontract.

The total payment for the Services will not exceed \$34,000. Total payment in each respect means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs, whether specified in this agreement or subsequently authorized by the administrator.

CONSULTANT will maintain all records pertaining to fees or costs incurred in connection with the Services for six years from the date of completion of the Services. CONSULTANT agrees that any authorized PLSLWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

6. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force until 12/31/2025 unless earlier terminated as set forth herein.

PLSLWD may terminate this agreement at its convenience, by a written termination notice stating specifically what prior authorized or additional tasks or services it requires CONSULTANT to complete. CONSULTANT will receive full compensation for all authorized work performed, except that CONSULTANT will not be compensated for any part performance of a specified task or service if termination is due to CONSULTANT's breach of this agreement.

Insurance obligations; duty of care; obligations to defend, indemnify and hold harmless; document-retention requirements; and the obligation to cooperate in assigning intellectual property will survive the completion of the Services and the term of this agreement.

7. No Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or

approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term of this agreement, PLSLWD waives no immunity in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

#### 8. Insurance

At all times during the term of this Agreement, CONSULTANT will have and keep in force the following insurance coverages:

- A. General: \$1.5 million, each occurrence and aggregate, covering CONSULTANT's ongoing and completed operations on an occurrence basis and including contractual liability.
- B. Professional liability: \$1.5 million each claim and aggregate. Any deductible will be CONSULTANT's sole responsibility and may not exceed \$50,000. Coverage may be on a claims-made basis, in which case CONSULTANT must maintain the policy for, or obtain extended reporting period coverage extending, at least three (3) years from completion of the Services.
- C. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- D. Workers' compensation: in accordance with legal requirements applicable to CONSULTANT.

Coverage above \$1 million may be supplied by an excess or umbrella policy. CONSULTANT will not commence work until it has filed with PLSLWD a certificate of insurance documenting the required coverages and naming PLSLWD as an additional insured for general liability, along with a copy of the additional insured endorsement establishing coverage for CONSULTANT's ongoing and completed operations as primary coverage on a noncontributory basis, including such coverage under any applicable excess or umbrella policy. The certificate will name PLSLWD as a holder and will state that PLSLWD will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as CONSULTANT.

#### 9. Compliance with Laws

CONSULTANT will comply with all applicable laws and requirements of federal, state, local and other governmental units in connection with performing the Services and will procure all licenses, permits and other rights necessary to perform the Services.

In performing the Services, CONSULTANT will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

#### 10. Data and Information

All data and information obtained or generated by CONSULTANT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the data and information are contained, documented or memorialized, are the property of PLSLWD. CONSULTANT hereby assigns and transfers to PLSLWD all right, title and interest in: (a) its copyright, if any, in the materials; any registrations and copyright applications relating to the materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. CONSULTANT agrees to execute all papers and to perform such other proper acts as PLSLWD may deem necessary to secure for PLSLWD or its assignee the rights herein assigned.

PLSLWD may immediately inspect, copy or take possession of any materials on written request to CONSULTANT. On termination of the agreement, CONSULTANT may maintain a copy of some or all of the materials except for any materials designated by PLSLWD as confidential or non-public under applicable law, a copy of which may be maintained by CONSULTANT only pursuant to written agreement with PLSLWD specifying terms.

#### 11. Data Practices; Confidentiality

If CONSULTANT receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) CONSULTANT possesses or has created as a result of this agreement, it will inform PLSLWD immediately and transmit a copy of the request. If the request is addressed to PLSLWD, CONSULTANT will not provide any information or documents, but will direct the inquiry to PLSLWD. If the request is addressed to CONSULTANT, CONSULTANT will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with PLSLWD and its legal counsel before replying. Nothing in the preceding sentence supersedes CONSULTANT's obligations under this agreement with respect to protection of PLSLWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that CONSULTANT is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

CONSULTANT agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by PLSLWD and so denominated by PLSLWD. CONSULTANT will not use any such materials for any purpose other than performance of the Services without PLSLWD written consent. This restriction does not apply to materials already possessed by CONSULTANT or that CONSULTANT received on a non-confidential basis from PLSLWD or another party. Consistent with the terms of this section 11 regarding use and protection of confidential and proprietary information, CONSULTANT retains a nonexclusive license to use the materials and may publish or use the materials in its professional activities. Any CONSULTANT duty of care under this agreement does not extend to any party other than PLSLWD or to any use of the materials by PLSLWD other than for the purpose(s) for which CONSULTANT is compensated under this agreement.

12. PLSLWD Property

All property furnished to or for the use of CONSULTANT or a subcontractor by PLSLWD and not fully used in the performance of the Services, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, will remain the property of PLSLWD and returned to PLSLWD at the conclusion of the performance of the Services, or sooner if requested by PLSLWD. CONSULTANT further agrees that any proprietary materials are the exclusive property of PLSLWD and will assert no right, title or interest in the materials. CONSULTANT will not disseminate, transfer or dispose of any proprietary materials to any other person or entity unless specifically authorized in writing by PLSLWD.

Any property including but not limited to materials supplied to CONSULTANT by PLSLWD or deriving from PLSLWD is supplied to and accepted by CONSULTANT as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, CONSULTANT's duty of professional care under paragraph 4, above, does not extend to materials provided to CONSULTANT by PLSLWD or any portion of the Services that is inaccurate or incomplete as the result of CONSULTANT's reasonable reliance on those materials.

13. Notices

Any written communication required under this agreement to be provided in writing will be directed to the other party as follows:

To PLSLWD:

Administrator  
Prior Lake - Spring Lake Watershed District  
4646 Dakota Street SE  
Prior Lake MN 55372

To CONSULTANT:

Derek Lee and Ben Brandt  
Waterfront Restoration  
2105 Daniels St.  
Long Lake, MN 55356

Either of the above individuals may in writing designate another individual to receive communications under this agreement.

14. Choice of Law; Venue

This agreement will be construed under and governed by the laws of the State of Minnesota. Venue for any action will lie in Scott County.

15. Whole Agreement

The entire agreement between the two parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto. PLSLWD may amend this agreement only by action of the Board of Managers acting as a body.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto execute and deliver this agreement.

**CONSULTANT**

By \_\_\_\_\_

Date: \_\_\_\_\_

Its \_\_\_\_\_

**PRIOR LAKE -SPRING LAKE WATERSHED DISTRICT**

By \_\_\_\_\_

Date: \_\_\_\_\_

Its \_\_\_\_\_

**Exhibit A**  
**Scope of Services**



**...ing you must:**  
prohibited invasive species.

anchor and line      livewell      transom  
rollers      axle

**ut:**  
bassels, or other prohibited species  
in the water if it has aquatic plants, zebra mussels, o  
es attached  
aining water, removing the drain plug, and opening  
bait in the water or on the ground  
**00 - Call a Conservation Officer to report vi**

Minnesota Department of Natural Resources



Proposal  
Prepared for:  
The PLSLWD  
March 11<sup>th</sup>, 2025



## Executive Summary

Waterfront Restoration appreciates the opportunity to submit this best value for watercraft inspection and boater education services to aid the PLSLWD again in 2025 in preventing the spread of aquatic invasive species.

This proposal recaps our overall approach and solution to ensuring we achieve and exceed your expectations.

**Please see page 6 for pricing details.**

Waterfront Restoration is committed to ensuring we have the right people working at your lakes and that they are correctly trained/managed. Thus, we compensate them with high hourly wages. Doing so helps us, on your behalf, to staff your lakes with reliable, presentable, and professional inspectors that create a positive experience for your boaters while also protecting your lakes.

Overall, you are paying for results - for the highest quality inspectors that are going to intercept the most boats with potential AIS on them- you aren't paying for just an hourly rate- you don't want the cheapest option or just a warm body at the launches.

Ultimately, when you hire us, it is our job to ensure you have a successful AIS prevention program that provides you with peace of mind knowing that your lakes are protected by the highest quality professional inspectors available. Our higher quality inspectors help prevent the spread of AIS, keep your District out of the news for the wrong reasons, better educate your boaters, and represent your District in a first – class positive image to the public.

## About Waterfront Restoration

Waterfront Restoration specializes in providing high-quality, fully managed Level 1 and Level 2 watercraft inspections and boater education services to counties, associations, and watershed districts throughout the state of Minnesota since 2015. We have developed a four-point formula that provides expertise in recruiting, training, reporting, and management of seasonal staff for aquatic invasive species prevention and control programs. This expertise allows us to recruit and retain watercraft inspectors who share our passion for lake preservation and professionally represent your District.

Our staff works closely with the Minnesota DNR, counties, Watershed Districts, and lake associations in Minnesota to keep our knowledge current on aquatic invasive species issues and best practices for watercraft inspections.

Clients that have chosen us to protect their lakes see our value beyond a monetary exchange. They see us as their partner in lake protection. Waterfront Restoration is devoted to keeping your lakes clean and preventing the spread of AIS. We do that through hiring the right people, providing them with the skills necessary to keep boaters informed and watercrafts thoroughly inspected, and managing them to ensure your expectations are met. In an industry riddled with unstable small businesses that have one or two full-time staff trying to manage everything, Waterfront Restoration is a professional service company with an expert management team that consistently delivers high-quality results for our clients.

We provide inspection and education services to the following clients. I am happy to provide you with contact info if you would like to reach out to any/all of them for a reference.

- Dakota County
- Goodhue County
- Meeker County
- Scott County
- Hennepin County
- Ramsey County
- Christmas Lake Association
- Prior Lake Spring Lake Watershed District
- City of Eden Prairie- Carver County
- Minneapolis Park and Recreation Board (MPRB)



## Scope of Work

- **INSPECTORS:**

**Standard included items:** ☒ **DNR Trained Level 1 and Level 2 inspectors to inspect and educate boaters- education is the #1 defense in AIS spread.** ☒ **Inspectors that are knowledgeable of the area and passionate about preservation of the district lakes.** ☒ **All standard equipment and inspectors uniforms.** ☒ **DNR surveys on cell phone.** ☒ **Inspectors are a minimum of 18 years old.** ☒ **Highest standards and highest wages provided to inspectors=high retention.** ☒ **Ability to recruit/retain previous year's inspectors even if a different contractor employed them previously.**

**Our service also includes these five added benefits to ensure you have the best inspectors:**

1. **Rigorous candidate screening and evaluation process.** It is designed to identify the traits of high-performing inspectors. We refer to it as our “above and beyond” approach as it ensures our inspectors are carefully interviewed and selected based on suitability for the role. The impact of this hiring approach is highlighted in an unsolicited comment we received from a county client:  
*“When interacting with inspectors from Waterfront Restoration, they were far more thorough and friendly than some I've seen in other areas of the state. Some others I've encountered were not friendly at all and really seemed like that was the last thing they wanted to be doing.”*
2. **A weighted interview scoring system** to rate the candidates based upon twenty different aspects that we feel are critical to success in the role. Some of the scored qualification aspects include knowledge of AIS, customer service experience, de-escalation communication experience, attention to detail, and previous inspector experience. If a candidate does not achieve the target score, that person is not hired.
3. **Customer service test.** Inspector candidates must pass our customer service test to ensure they have the relationship, speaking, and rapport skills necessary to interact with your boating community. Thus, as your boaters interact with our inspectors, they have a positive experience throughout the inspection process.
4. **Video interviews for every candidate.** While some providers only conduct phone interviews, we conduct video interviews with every candidate. Video interviews help to select those who represent themselves professionally, and thus, will represent your District professionally. It also shows that they have the basic technical skills needed to complete app based DNR surveys and mobile time clocking in during the Summer.
5. **Additional data files uploaded to each inspector's cellphone.** Inspectors use cellphones on which DNR software is loaded. Also loaded on each device is AIS inspection procedures, the types of watercrafts that may be encountered at the boat landing, the AIS inspection manual from the Minnesota DNR, a copy of the Aquatic Nuisance Species (ANS) guide, a contact list for the contractor and District staff that includes phone numbers for the correct personnel at our office, conservation officers, local sheriff's department, and District staff. During onboarding, inspectors are trained how to use the devices and the software.
6. **Hand out educational material.** The district will provide inspectors with educational pamphlets for us to hand out to each boater during inspections.

- **MANAGEMENT:**

**Standard included items:** ☒ **Management of advertising, interviewing, and hiring the most reliable and professional inspectors.** ☒ **The best training program and support structure.** ☒ **Schedule flexibility based on your preferences of when you want inspectors and where.** ☒ **Online scheduling view for District interaction and GPS attendance tracking of inspectors.** ☒ **Weekly Spot checks and quality checks.** ☒ **A dedicated roaming inspector coach and area manager.** ☒ **Assistance for AIS violations.** ☒ **Ongoing training all Summer.** ☒ **Updates on lake infestations.** ☒ **Any new inspectors at the beginning of the season we spend extra time with them.** ☒ **We build relationships with area associations.** ☒ **We build off knowledge of the District.** ☒ **Standard reporting provided- at frequency desired by the District.** ☒ **All violations will be reported to the AIS Coordinator within 24 hours and include photos, boat registration numbers, and license plate numbers.**

**Our management service also includes these 5 additional benefits to ensure you have the best inspection program:**

1. Supplemental training class. After completing the standard DNR training and before deployment in the field, inspectors are guided through our supplemental training seminar. They participate in a comprehensive program in our online training platform. Each module ends with the required completion of a quiz. This helps to ensure mastery of the content. Examples of the modules and instructional videos include: Our safety process for handling adverse conditions with boaters, boater communication best practices, customer service and Verbal de-escalation skills, lake/location specific expectations, known infestations, watercraft compendium-which includes manufacturing insights to help understand where to better inspect for AIS on specialty watercraft such as wakeboard boats, sailboats, advanced fishing boats, and lake service providers.
2. We have a dedicated Inspections intern. They are responsible for overseeing both the process and the inspector team to ensure compliance with regulation and law and consistency in the delivery of our services. Waterfront Restoration designates and ensures the interns meets regularly with inspectors. The intent of the check/meeting is to ensure inspectors remain highly engaged and their skills stay fresh thus ensuring the highest quality inspection of every watercraft. It also helps identify any poor performers right away instead of letting them do a poor quality job all season, we can replace them right away. During the check or meeting the manager provides the inspector with ongoing feedback and training. This includes customer service review, refreshers on boat inspection procedures, and coaching on proper inspection protocol.
3. Six project managers on call at our headquarters. With six managers at our headquarter office (instead of just one or two), there is ALWAYS an expert available for inspector questions and to respond to any violations found by inspectors in the event the inspector supervisor or area manager is busy. Project Managers can be reached by phone, text, and email seven days a week. This access is not only provided to inspectors but to the District as well. All managers and supervisor staff are tasked with *developing relationships with each of our inspectors as this is a key to retention and high job performance of the inspectors*. Also, employees are surveyed monthly via an anonymous online questionnaire. The survey asks questions about company culture, overall performance, and recognition by superiors. Surveys can be accessed via an internal online link.
4. Case Number accuracy review. Our managers are responsible for monitoring inspector surveys weekly for case number accuracy. They provide inspectors with feedback if there are inaccuracies and then make the corrections to the database with Adam Doll/DNR if necessary. Case number review ensures the District has accurate inspection data for its lakes.
5. Advanced scheduling software enables the ability of coverage when a primary inspector is unable to work a shift.

• **PAYROLL:**

**Standard included items:** ☒ *Waterfront Restoration is an independent contractor and takes full responsibility for managing and paying of its inspectors.* ☒ *Anyone employed by our company is a W-2 employee.* ☒ *We collect required W4s and provide W2s.* ☒ *Inspectors are paid hourly and receive payment biweekly with proper withholdings of FICA, FUTA, state unemployment, workers compensation, and state and federal withholding, as required by law.* ☒ *We maintain our own liability insurance and workers compensation.* ☒ *We pay higher hourly wages, as mentioned previously, in order to staff your lakes with the best and most reliable, presentable, and professional inspectors that create a positive experience for your boaters while also protecting your lakes.*

## Schedule

- Final schedule will be implemented with PLSLWD coordinator prior to April 26<sup>th</sup>.
- Actual schedule to be determined with input from the district.
- Waterfront Restoration will manage the schedule with input from the District, as appropriate.
- During the implementation of the contract, a shift schedule framework is developed in conjunction with District input. The weekly inspector schedule is available at least one week in advance throughout the season. Scheduling is

arranged to align with the District's requirements and to ensure excess hours are not scheduled without the District's approval. As well as, if the District desires, shifting inspectors from a launch that has not been as busy- due to flooding, vegetation, or other lake specific details, and re-allocating them to a different launch.

- There are some cases where some shifts or portions of shifts will not be covered due to unexpected illness/absence, or inclement weather. These shifts will be reallocated to different days/shifts throughout the season so that total season coverage hours meet the District's preferred season total hours. This may require a minority of shifts move to weekdays or extend beyond the anticipated end date.
- Waterfront Restoration uses advanced calendar software to manage scheduling to ensure coverage requests are met.
- The inspector recruiting process begins upon notice of award of the contract. It takes approximately six weeks from contract award to full inspector staffing at your lakes. For example, if the desired start date is May 10<sup>th</sup>, the contract award notification is needed by April 1<sup>st</sup>. Inspection start dates are also dependent on DNR training session availability as their schedules and class capacities are limited.

Lake	Day	Operating Hours	Qty of Hours	Start	Total weeks	Total Season Hrs
SPRING	Fridays	8am – 4:30pm	8.5	May 9th	17 Total Fridays until 8/29	145
	Saturdays	8am - 4:30pm	8.5	May 10th	17 Total Saturdays until 8/30	145
	Sundays	8am - 4:30pm	8.5	May 11th	17 Total Sundays until 8/31	145
	Holidays	8am - 4:30pm	8.5		2 Holidays- Memorial, Labor	17
	Saturdays (After Labor Day)	7am - 1pm	6	Sept 6th	3 Total Saturdays until 9/20	18

Total season hours, if covering 8 am-430pm every Fri, Sat, and Sun, from 5/9-8/31, and Saturdays only from 9/6-9/20, totals to 477 hours. However, like in 2022-2024, Waterfront Restoration will only cover some Fri, Sat, and Sunday shifts from 8 am-430; they will use their judgment to staff inspectors during peak boating times. As a result, total season weekend hours for Spring lake are expected to be around 350 hours. **There will likely be some disruption with scheduling due to Spring Lake DNR boat ramp reconstruction for 2025.**

					<b>Total Spring=</b>	<b>275</b>
<b>FISH</b>	Fri, Sat, or Sun	TBD	TBD	TBD	Staff periodic Friday, Saturday, or Sunday shifts totalling to approximately 50 hours between 5/9-8/31.	55
<b>Upper Prior</b>	Fri, Sat, or Sun	TBD	TBD	TBD	Busiest times that DNR is not inspecting	360
<b>Lower Prior</b>	Fri, Sat, or Sun	TBD	TBD	TBD	Busiest times that DNR is not inspecting	200
<b>Upper, Lower, Spring</b>	Weekday Shifts	TBD	TBD	TBD	Periodic weekday shifts (Wed/Thur) during high traffic times= (any shift length between 10am-5pm, trying to focus around peak traffic between 2-4pm). Waterfront Restoration plans to staff random shifts to Upper, Lower, and Spring between 5/10-9/1	120
						<b>=</b>
					<b>Season total- PLSLWD</b>	<b>1010</b>

\*Total season inspection hours will not exceed 1010 hours

## Investment

*We provide the best value to protect your lakes.*

**\$33.62 per hour for level 1 inspectors** A few important aspects about our pricing: 1) You are only billed when inspectors are “clocked-in” at the launch site. 2) All overhead costs such as recruiting, company training, DNR training, holiday pay, ongoing management, protocol compliance, technology, software, and reporting are included in the hourly rate. 3) Our pricing is fully transparent. The invoices we provide are simply the multiplication of the hours inspectors worked at the launch multiplied by the hourly rate.

The District will be invoiced monthly, in advance, based upon the expected number of hours to be worked in the next succeeding month (for each month its “Expected Hours”). In the event the actual number of hours worked during any month exceeds the Expected Hours, Waterfront will invoice the District for the additional hours. In the event the actual number of hours worked is less than the Expected Hours, Waterfront will issue to the District a credit note for the excess hours.

Also included in the rate above are these 5 items. If you are looking for savings on the hourly rate, please let me know and I can remove these out of the hourly rate calculation and add them as a la carte options instead.

1. Additional data collection beyond the DNR process- utilizing specific weed species identified on boats prior to launching and exiting- i.e., instead of the standard DNR reporting of “removable by hand” Waterfront Restoration documents if it was Eurasian Milfoil or Curly Leaf Pondweed or Starry Stonewort etc.
2. Instead of the basic 2–4-page end of season report summarizing total hours worked etc., we provide a highly detailed end of year report like this: <http://bit.ly/EOYReportExample>
3. Instead of the standard monthly hours worked report, we provide a highly detailed monthly report like this: <http://bit.ly/MonthlyReport-Example>
4. Uniforms/equipment- ie vests, name tags, safety equipment
5. Background checks- Prior to hire, every inspector undergoes a criminal background check to identify felony convictions and sexual offender convictions. Candidates with those convictions are not hired.

## Al A Carte Options

ITEM/DESCRIPTION	PRICING
Tablets for all inspectors instead of phones.	\$85 per inspector
Inspectors complete the MNDNR search for AIS at the Water Access once per day per this guidance <a href="https://files.dnr.state.mn.us/natural_resources/invasives/prevention/search-ais-water-access.pdf">https://files.dnr.state.mn.us/natural_resources/invasives/prevention/search-ais-water-access.pdf</a>	Contact for specific pricing
2-4 hour safety training session with County Sheriff’s Department.	Contact for specific pricing

## Appendix

### Insurance

Please reference this link <https://bit.ly/WaterfrontRestoration-Certificate-of-insurance> to review our insurance specifications/certificate.

### References

Please contact me for a full detailed list of references from clients who have used and/or are using our watercraft inspection services.



**Subject |** Blue Water Science Aquatic Plant Survey Contract

**Board Meeting Date |** March 18, 2025

**Item No:** 8.8

**Prepared By |** Jeff Anderson, Water Resources Coordinator

**Attachments |** 2025 BWS Aquatic Plant Surveys Contract

**Proposed Action |** Motion to authorize District Administrator to enter into a contract with a Blue Water Science to perform aquatic plant surveys at a cost not to exceed \$16,700.

### **Background**

Steve McComas with Blue Water Science (BWS) has worked with PLSLWD since approximately 2004 conducting aquatic invasive vegetation assessments and surveys. Curlyleaf Pondweed (CLP) surveys are conducted on Tier 1 Lakes including Fish, Spring, Upper Prior, and Lower Prior Lakes to delineate the projected growth for prospective treatments. Post treatment assessments are later conducted to determine effectiveness and at the same time survey the early growth of Eurasian Watermilfoil (EWM). Summer point intercept surveys (PI) are used to track native plant population on lakes which often coincides with lake health.

### **Discussion**

In addition to CLP assessments and delineations for CLP treatment in Tier 1 lakes, PI surveys are planned for Buck, Cate's, Little Prior, Spring, and Upper Prior Lakes. PI surveys are valuable tools to gauge aquatic plant responses on previous and ongoing projects such as alum treatments and carp management. Plant survey frequencies are shown in the following table:

Lake Tier Level	Plant Survey Frequency (every x years)
1	2
2	3
3	5

The District will adjust the frequency of surveys conducted to support lake diagnostic studies, grant requirements, etc., ensuring alignment with the program budget.

### **Recommended Action**

District staff is recommending the Board of Managers approve the attached 2025 BWS Aquatic Plant Surveys Contract written not to exceed \$16,700.

### **Budget Impact**

The PLSLWD budget item 637-Aquatic Vegetation Management includes \$19,300 for aquatic plant delineations, assessments, and native plant surveys that will cover the costs of the contract.

**AGREEMENT BETWEEN  
PRIOR LAKE – SPRING LAKE WATERSHED DISTRICT and  
Blue Water Science**

**2025 Aquatic Plant Surveys**

This agreement is entered into by the Prior Lake – Spring Lake Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (PLSLWD), and Blue Water Science, a Minnesota corporation (CONSULTANT). In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, PLSLWD and CONSULTANT agree as follows:

1. Scope of Work

CONSULTANT will perform the work described in the 3/10/2025 Scope of Services attached as Exhibit A (the “Services”). Exhibit A is incorporated into this agreement and its terms and schedules are binding on CONSULTANT as a term hereof. PLSLWD, at its discretion, in writing may at any time suspend work or amend the Services to delete any task or portion thereof. Authorized work by CONSULTANT on a task deleted or modified by PLSLWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services.

2. Independent Contractor

CONSULTANT is an independent contractor under this agreement. CONSULTANT will select the means, method and manner of performing the Services. Nothing herein contained is intended or is to be construed to constitute CONSULTANT as the agent, representative or employee of PLSLWD in any manner. Personnel performing the Services on behalf of CONSULTANT or a subcontractor will not be considered employees of PLSLWD and will not be entitled to any compensation, rights or benefits of any kind from PLSLWD.

3. Subcontract and Assignment

CONSULTANT will not assign, subcontract or transfer any obligation or interest in this agreement or any of the Services without the written consent of PLSLWD and pursuant to any conditions included in that consent. PLSLWD consent to any subcontracting does not relieve CONSULTANT of its responsibility to perform the Services or any part thereof, nor in any respect its duty of care, insurance obligations, or duty to hold harmless, defend and indemnify under this agreement.

4. Duty of Care; Indemnification

CONSULTANT will perform the Services with due care and in accordance with national standards of professional care. CONSULTANT will hold harmless and indemnify PLSLWD, its board members, employees and agents from any and all actions, costs (including reasonable attorney fees), damages and liabilities of any nature to the extent due to CONSULTANT’s failure to exercise professional care. CONSULTANT will defend PLSLWD, its board members, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from; and hold each such party harmless, and indemnify it, to the extent due to: (a) CONSULTANT’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty other than the duty

of professional care; or (b) a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by CONSULTANT to PLSLWD, other than the duty of professional care. For any claim subject to this paragraph by an employee of CONSULTANT or a subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or a subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

5. Compensation

PLSLWD will compensate CONSULTANT for the Services on lump sum basis and reimburse for direct costs in accordance with Exhibit A. Invoices will be submitted monthly for work performed during the preceding month. Payment for undisputed work will be due within 30 days of receipt of invoice. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of the PLSLWD administrator. Subcontractor fees and subcontractor direct costs, as incurred by CONSULTANT, will be reimbursed by PLSLWD at the rate specified in PLSLWD's written approval of the subcontract.

The total payment for each task will not exceed the amount specified for that task in Exhibit A. The total payment for the Services will not exceed \$16,700. Total payment in each respect means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs, whether specified in this agreement or subsequently authorized by the administrator.

CONSULTANT will maintain all records pertaining to fees or costs incurred in connection with the Services for six years from the date of completion of the Services. CONSULTANT agrees that any authorized PLSLWD representative or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

6. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force until 3/31/2026 unless earlier terminated as set forth herein.

PLSLWD may terminate this agreement at its convenience, by a written termination notice stating specifically what prior authorized or additional tasks or services it requires CONSULTANT to complete. CONSULTANT will receive full compensation for all authorized work performed, except that CONSULTANT will not be compensated for any part performance of a specified task or service if termination is due to CONSULTANT's breach of this agreement.

Insurance obligations; duty of care; obligations to defend, indemnify and hold harmless; document-retention requirements; and the obligation to cooperate in assigning intellectual property will survive the completion of the Services and the term of this agreement.

7. No Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party

on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term of this agreement, PLSLWD waives no immunity in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

#### 8. Insurance

At all times during the term of this Agreement, CONSULTANT will have and keep in force the following insurance coverages:

- A. General: \$1.5 million, each occurrence and aggregate, covering CONSULTANT's ongoing and completed operations on an occurrence basis and including contractual liability.
- B. Professional liability: \$1.5 million each claim and aggregate. Any deductible will be CONSULTANT's sole responsibility and may not exceed \$50,000. Coverage may be on a claims-made basis, in which case CONSULTANT must maintain the policy for, or obtain extended reporting period coverage extending, at least three (3) years from completion of the Services.
- C. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- D. Workers' compensation: in accordance with legal requirements applicable to CONSULTANT.

Coverage above \$1 million may be supplied by an excess or umbrella policy. CONSULTANT will not commence work until it has filed with PLSLWD a certificate of insurance documenting the required coverages and naming PLSLWD as an additional insured for general liability, along with a copy of the additional insured endorsement establishing coverage for CONSULTANT's ongoing and completed operations as primary coverage on a noncontributory basis, including such coverage under any applicable excess or umbrella policy. The certificate will name PLSLWD as a holder and will state that PLSLWD will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as CONSULTANT.

#### 9. Compliance with Laws

CONSULTANT will comply with all applicable laws and requirements of federal, state, local and other governmental units in connection with performing the Services and will procure all licenses, permits and other rights necessary to perform the Services.

In performing the Services, CONSULTANT will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public



assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

10. Data and Information

All data and information obtained or generated by CONSULTANT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the data and information are contained, documented or memorialized, are the property of PLSLWD. CONSULTANT hereby assigns and transfers to PLSLWD all right, title and interest in: (a) its copyright, if any, in the materials; any registrations and copyright applications relating to the materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. CONSULTANT agrees to execute all papers and to perform such other proper acts as PLSLWD may deem necessary to secure for PLSLWD or its assignee the rights herein assigned.

PLSLWD may immediately inspect, copy or take possession of any materials on written request to CONSULTANT. On termination of the agreement, CONSULTANT may maintain a copy of some or all of the materials except for any materials designated by PLSLWD as confidential or non-public under applicable law, a copy of which may be maintained by CONSULTANT only pursuant to written agreement with PLSLWD specifying terms.

11. Data Practices; Confidentiality

If CONSULTANT receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) CONSULTANT possesses or has created as a result of this agreement, it will inform PLSLWD immediately and transmit a copy of the request. If the request is addressed to PLSLWD, CONSULTANT will not provide any information or documents, but will direct the inquiry to PLSLWD. If the request is addressed to CONSULTANT, CONSULTANT will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with PLSLWD and its legal counsel before replying. Nothing in the preceding sentence supersedes CONSULTANT's obligations under this agreement with respect to protection of PLSLWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that CONSULTANT is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

CONSULTANT agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by PLSLWD and so denominated by PLSLWD. CONSULTANT will not use any such materials for any purpose other than performance of the Services without PLSLWD written consent. This restriction does not apply to materials already possessed by CONSULTANT or that CONSULTANT received on a non-confidential basis from PLSLWD or another party. Consistent with the terms of this section 11 regarding use and protection of confidential and proprietary information, CONSULTANT retains a nonexclusive license to use the materials and may publish or use the materials in its professional activities. Any CONSULTANT duty of care under this agreement does not extend to any party other than PLSLWD or to any use of the

materials by PLSLWD other than for the purpose(s) for which CONSULTANT is compensated under this agreement.

12. PLSLWD Property

All property furnished to or for the use of CONSULTANT or a subcontractor by PLSLWD and not fully used in the performance of the Services, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, will remain the property of PLSLWD and returned to PLSLWD at the conclusion of the performance of the Services, or sooner if requested by PLSLWD. CONSULTANT further agrees that any proprietary materials are the exclusive property of PLSLWD and will assert no right, title or interest in the materials. CONSULTANT will not disseminate, transfer or dispose of any proprietary materials to any other person or entity unless specifically authorized in writing by PLSLWD.

Any property including but not limited to materials supplied to CONSULTANT by PLSLWD or deriving from PLSLWD is supplied to and accepted by CONSULTANT as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, CONSULTANT's duty of professional care under paragraph 4, above, does not extend to materials provided to CONSULTANT by PLSLWD or any portion of the Services that is inaccurate or incomplete as the result of CONSULTANT's reasonable reliance on those materials.

13. Notices

Any written communication required under this agreement to be provided in writing will be directed to the other party as follows:

To PLSLWD:

Administrator  
Prior Lake - Spring Lake Watershed District  
4646 Dakota Street SE  
Prior Lake MN 55372

To CONSULTANT:

Steve McComas  
Blue Water Science  
550 South Snelling Ave  
St. Paul, MN 55113

Either of the above individuals may in writing designate another individual to receive communications under this agreement.

14. Choice of Law; Venue

This agreement will be construed under and governed by the laws of the State of Minnesota. Venue for any action will lie in Scott County.

15. Whole Agreement

The entire agreement between the two parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto. PLSLWD may amend this agreement only by action of the Board of Managers acting as a body.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto execute and deliver this agreement.

**CONSULTANT**

By \_\_\_\_\_

Date: \_\_\_\_\_

Its \_\_\_\_\_

**PRIOR LAKE -SPRING LAKE WATERSHED DISTRICT**

By \_\_\_\_\_

Date: \_\_\_\_\_

Its \_\_\_\_\_

**Exhibit A**  
**Scope of Services**

550 South Snelling Ave  
St. Paul, MN 55116



651.690.9602  
mccomas@pclink.com

## Q U O T E

### Aquatic Plant Surveys for Lakes in the Spring Lake/Prior Lake Watershed District for 2025

Date: March 10, 2025

To: Jeff Anderson and District Managers, PLSLWD

From: Steve McComas, Blue Water Science

For Professional Services for 2025

Lake	Survey Type / Task	Budget
<b>CLP Assessments and a Spring Lake EWM Delineation</b>		
Fish Lake (173 acres)	CLP meandered delineation survey.	\$850
	CLP meandered assessment survey (only if treated for CLP).	\$800*
Spring Lake (592 acres)	CLP meandered delineation survey.	\$1,250
	CLP assessment, EWM delineation, and report. The assessment will be a transect survey to allow comparison to previous transect surveys (only if treated for CLP).	\$1,100*
Lower Prior Lake (956 acres)	CLP meandered delineation survey.	\$1,100
	CLP meandered assessment survey and EWM delineation (only if treated for CLP).	\$900*
Upper Prior Lake (386 acres)	CLP meandered delineation survey.	\$850
	CLP meandered assessment survey and EWM delineation (only if treated for CLP).	\$700*
<b>Summer Point Intercept Surveys</b>		
Buck Lake (34.2 acres)	Point intercept summer survey (50 m spacing between points).	\$1,500
Cate's/Hidden Lake (32.5 acres)	Point intercept summer survey (50 m spacing between points).	\$1,350
Little Prior Lake (13.1 acres)	Point intercept summer survey (40 m spacing between points).	\$900
Spring Lake (592 acres)	Point intercept summer survey (50 m spacing between points).	\$2,700
Upper Prior Lake (386 acres)	Point intercept summer survey (100 m spacing between points).	\$2,300
<b>Board Meeting Presentation</b>		
	Presentation at Board Meeting (in 2026)	\$400
<b>Total Quote:</b>		<b>\$16,700</b>

**Total Quote: not to exceed \$16,700\***

\*assessment surveys only conducted if CLP treatment occurs