

# PRIOR LAKE - SPRING LAKE WATERSHED DISTRICT

## AGENDA

Tuesday, February 13, 2018

**6:00 PM**

Prior Lake City Hall

[www.plslwd.org](http://www.plslwd.org)

### BOARD OF MANAGERS:

Fred Corrigan, President; Marianne Breitbach, Vice President;

Charlie Howley, Secretary; Woody Spitzmueller, Treasurer; Curt Hennes, Manager

Note: Indicated times are estimates; actual times may vary considerably. 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.

### Board Workshop 5:00 PM – Wagon Bridge Conference Room (Downstairs)

5:00-5:40 PM Education and Outreach Plan

5:40-5:55 PM District Printing

6:00 – 6:05 PM 1.0 **BOARD MEETING CALL TO ORDER & PLEDGE OF ALLEGIANCE**

6:05 – 6:10 PM 2.0 **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, turn on the microphone and state your name and address. (The Chair may limit your time for commenting.)

6:10 – 6:15 PM 3.0 **APPROVAL OF AGENDA** (Additions/Corrections/Deletions)

6:15-7:15 PM 4.0 **OTHER OLD/NEW BUSINESS**

- 4.1 Manager Presentations (Discussion Only)
- 4.2 Programs & Projects Update (Discussion Only)
- 4.3 City/PLSLWD Sand Point Beach Park Agreement (Vote)
- 4.4 2018 Education and Outreach Plan (Vote)
- 4.5 Resilient Communities Letter of Support (Vote)

7:15-7:20 PM 5.0 **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.

5.1 Meeting Minutes – January 9 Board Workshop & Board Meeting

5.2 Meeting Minutes – January 25 CAC

7:20-7:30 PM 6.0 **TREASURER'S REPORT**

- 6.1 Claims List (Vote)
- 6.2 Cash & Investments (Discussion Only)
- 6.3 Financial Report (Discussion Only)
- 6.4 Transfer of Funds to the JPA/MOA (Vote)
- 6.5 Permit Fee Schedule (Discussion Only)

7:30 – 7:35 PM 7.0 **UPCOMING MEETING/EVENT SCHEDULE:**

- CAC Meeting, Thursday, February 22 from 6:30-8:00 PM, Prior Lake City Hall

# PRIOR LAKE - SPRING LAKE

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## W A T E R S H E D   D I S T R I C T

### 4.1 Manager Presentations

Managers will highlight activities from meetings they've attended on behalf of the District.

# PRIOR LAKE – SPRING LAKE

## WATERSHED DISTRICT

**February 2018**

### Programs & Projects Update

PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>CR 12/17 Wetland Restoration</b> (Class 741) Project Lead: Maggie		<ul style="list-style-type: none"> <li>Continue to work with AES on invasive species control.</li> <li>AES will correct area along Sunset Avenue and reseed this spring with a native seed mix.</li> <li>Move the large sign to a better viewpoint, with City assistance.</li> </ul>
<b>Lower Prior Lake Diagnostic Study Implementation</b> LPDS Grant (Class 743) Project Lead: Maggie	<ul style="list-style-type: none"> <li>Processed final payment request for Indian Ridge Park and Fairlawn Shores. Worked with Kevin Casey's insurance company to receive maintenance bond for projects.</li> <li>City of Prior Lake advertised bids for Sand Point Beach Park Project and conducted a bid opening on February 2<sup>nd</sup>. Agreement draft was reviewed and accepted by the City Council on February 5<sup>th</sup>.</li> <li>Submitted semi-annual grant report to MPCA as well as a reimbursement request for 2017 expenses.</li> </ul>	<ul style="list-style-type: none"> <li>Present City Agreement for Sand Point Beach Park Project to Board for approval and execute contract.</li> <li>Anticipate that construction at Sand Point Beach Park will start in February and that construction will be completed by the end of May.</li> <li>Coordinate mailing with the City that will be sent out to the Sand Point Beach Park neighborhood prior to construction.</li> <li>Order and install interpretive signs for projects.</li> </ul>

# PRIOR LAKE - SPRING LAKE

## WATERSHED DISTRICT

### February 2018

### Programs & Projects Update

PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Carp Management</b> <i>In Lake Management (Class 611)</i> <b>Project Lead: Amy &amp; Maggie</b> <i>Carp Management Project (Class 747)</i> <b>Project Lead: Maggie &amp; Kathryn</b>	<ul style="list-style-type: none"> <li>Sent mailing out to shoreline residents near Upper Prior Lake seine area to let them know what was going on and what to expect. Sent email updates on the seine to DNR, City contacts, County, sheriff, lake association, volunteers, and others. Coordinated with Prior Lake American to have a reporter attend seine event.</li> <li>Completed a successful, commercially viable seine on Upper Prior Lake on January 18<sup>th</sup> that removed 35,000 pounds (17 tons) of carp from the lake.</li> <li>WSB and staff have continued to track carp across Prior Lake. They have started to group again near the same area as the last seine, but are a little too far to the east by the rocks. Tony has been trying to contact Don Geyer to see if he would be willing to go in for another seine in the next week or two.</li> <li>Submitted semi-annual grant report to MPCA as well as a reimbursement request for 2017 expenses.</li> <li>Met with WSB to coordinate project components for 2018, lining up milestones for the year to keep us on track.</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate one additional seine event this winter on Upper Prior Lake.</li> <li>WSB and PLSLWD staff will continue to track the radio-tagged carp.</li> <li>Apply for grants for continued carp management work. Meet with LCCMR staff to discuss upcoming proposal.</li> <li>Survey property line on Arvid's property on Spring Lake outlet to determine if there is a better location for the temporary barrier and PIT tag receiver.</li> <li>Contact the landowners on the Geis wetland. Prepare the wetland for electrofishing efforts by creating a landing for the boat by the FeCl plant and by obtaining necessary permits.</li> </ul>
<b>Clean Water Fund Grants: Fish Point Park</b> <i>Fish Point Park (Class 745)</i> <b>Project Lead: Maggie</b>		<ul style="list-style-type: none"> <li>Work on water quality monitoring plan for 2018.</li> <li>Continue to work with Minnesota Native Landscapes on vegetation maintenance in growing season.</li> </ul>
<b>Flood Storage</b> <b>Project Lead: Diane</b>	<ul style="list-style-type: none"> <li>Staff met with a landowner on a preferred site</li> </ul>	<ul style="list-style-type: none"> <li>Identify other landowners and meet with them.</li> </ul>

# PRIOR LAKE – SPRING LAKE

## WATERSHED DISTRICT

### February 2018 Programs & Projects Update

PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Spring Lake Parcel Restoration Project</b> <i>Project Lead: Maggie &amp; Kathryn</i>		<ul style="list-style-type: none"> <li>• Order and install large sign visible from lake.</li> <li>• Monitor restoration and work with GRG on controlling invasive species during growing season.</li> <li>• Order and install small plant identification signs.</li> </ul>
<b>Raymond Park Restoration Project</b> <i>Project Lead: Kathryn</i>	<ul style="list-style-type: none"> <li>• Completed reimbursement request for work completed in 2017.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue coordinating with Great River Greening and the City of Prior Lake.</li> <li>• Great River Greening will continue maintenance at park next year. Follow-up visits will keep buckthorn and other invasives at bay. Additional seeding will be done next year, if needed.</li> <li>• Design educational interpretative signs.</li> </ul>
<b>DU Wetland 2 Acquisition Project</b> <i>Project Lead: Maggie</i>		<ul style="list-style-type: none"> <li>• Coordinate sign removal from property this spring.</li> <li>• Meet with neighboring landowners this winter/spring to develop management agreement.</li> </ul>
<b>Spring Lake Alum Treatment</b> <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> <li>• PLSLWD reviewing contract documents.</li> </ul>	<ul style="list-style-type: none"> <li>• Solicit bids for Alum applicator.</li> </ul>

# PRIOR LAKE – SPRING LAKE

## WATERSHED DISTRICT

### Operations Update

PROGRAM	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Monitoring</b> <i>Monitoring and Data Acquisition</i> <i>(Class 637)</i> <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> <li>• Data management.</li> <li>• Back page of report cards.</li> <li>• Database maintenance/entry.</li> <li>• Work on Monitoring Manual.</li> <li>• Reviewed resumes and selected applicants to interview for new position.</li> </ul>	<ul style="list-style-type: none"> <li>• Data management.</li> <li>• Finish Monitoring Manual.</li> <li>• Install weather station in spring.</li> <li>• Train new monitoring staff.</li> </ul>
<b>Ferric Chloride System Operations</b> <i>Ferric Chloride System (Class 611)</i> <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> <li>• Completed monthly DMR report.</li> <li>• Reviewed options for fixing fish barrier with WSB.</li> <li>• Working on Annual Report.</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly DMR Report.</li> <li>• Finish Annual Report.</li> <li>• Get quote and options for fish barrier at weir from WSB.</li> </ul>
<b>Farmer-Led Council</b> <i>Ag/Farmer Initiatives</i> <i>(Class 611)</i> <i>Project Lead: Maggie</i>	<ul style="list-style-type: none"> <li>• Updated the website with information on FLC activities. Sent mailer out to local farmers inviting them to the FLC meeting. Coordinated with SWCD to plan for the FLC meeting.</li> <li>• Farmer-Led Council meeting was held on January 25<sup>th</sup> at Spring Lake Town Hall.</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate with Tim Radatz from Discovery Farms who will be attending the next FLC Meeting as a guest speaker. Hannah from the Prior Lake American might also come to the next FLC Meeting to do a piece on it for the paper.</li> <li>• SWCD will meet with two more farmers to put test fields through the Lake Friendly Farm scoring system so that the FLC may further refine it.</li> <li>• Organize next Farmer-Led Council meeting scheduled for March 13<sup>th</sup> at Spring Lake Town Hall.</li> <li>• Design and order Lake Friendly Farm program signs for 2018.</li> </ul>
<b>Permitting</b> <i>Regulation</i> <i>(Class 648)</i> <i>Project Lead: Maggie &amp; Kathryn</i>	<ul style="list-style-type: none"> <li>• Completed permit inspections on open permits.</li> <li>• Correspond with MnDOT on getting conditions of Permit #18.01 met so that the permit may be issued.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue to work with Shamrock Development to close out five old permits.</li> <li>• Continue to inspect, follow-up on and close remaining open permits.</li> <li>• Issue Permit #18.01 to MnDOT.</li> </ul>

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### Operations Update

PROGRAM	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>BMP Inspections</b> <i>Regulation (Class 648)</i> <i>Project Lead: Maggie &amp; Kathryn</i>	<ul style="list-style-type: none"> <li>• A722055 Amendment: ✓ Continued to correspond with Cauley's mortgage company on obtaining a signed mortgage consent for the proposed amendment.</li> <li>• A579467 Amendment: ✓ Continued to work with association representative on next steps.</li> <li>• Completed internship description for two positions available this summer. Posted internship information on PLSLWD website and on job sites.</li> <li>• Researched survey-grade GPS units to more accurately determine boundary lines.</li> </ul>	<ul style="list-style-type: none"> <li>• Review amendment requests as they are received.</li> <li>• Create baseline documentation for each conservation easement property.</li> <li>• Work with two remaining landowners of A722055 – Parcel B on amending the easement.</li> <li>• Work with landowners to resolve violations.</li> <li>• Work with SWCD to survey boundaries for two additional boundaries (in spring).</li> <li>• Review resumes as they are submitted for the internship positions which has a closing date of March 5<sup>th</sup>, and select final candidates for interviews.</li> </ul>
<b>Citizen Advisory Committee</b> <i>Education and Outreach (Class 652)</i> <i>Project Lead: Diane &amp; Kathryn</i>	<ul style="list-style-type: none"> <li>• Meeting on January 25</li> </ul>	<ul style="list-style-type: none"> <li>• Next CAC meeting is on February 22.</li> </ul>

# PRIOR LAKE – SPRING LAKE

## WATERSHED DISTRICT

### Operations Update

<p><b>Website and Media</b>  <i>Education and Outreach (Class 652)</i>  <i>Project Lead: Diane &amp; Kathryn</i></p>	<ul style="list-style-type: none"> <li>• <b>As of Feb 8<sup>th</sup> at 11 am:</b></li> <li>• <b>Website articles posted—</b>  Colossal carp catch on Upper Prior; Upcoming carp seine on Upper Prior Lake; Hiring Summer Water Resources interns.</li> <li>• <b>PLA articles</b>  Carp removed from Prior Lake. WQ Award winners announced.</li> <li>• Facebook &amp; Twitter- continuing Trivia Tuesday (post question on Tuesday and separate post w/ answer on Wednesday).</li> <li>• <b>Facebook:</b> <ul style="list-style-type: none"> <li>• 279 page likes; 13 new likes</li> <li>• <u>Top Posts on FB:</u> <ul style="list-style-type: none"> <li>○ WQ Award winners (377 views, 5 likes, 19 link clicks)</li> <li>○ Carp seine- video of Tony: (296 views, 65 post clicks)</li> <li>○ Carp seine video (293 views, 9 likes, 75 post clicks)</li> <li>○ Trivia-carp (158 views, 31 post clicks)</li> <li>○ 5 carp seine posts (all w/ about 130 views)</li> <li>○ World wetland's day-Bill Nye video (127 views, 10 post clicks)</li> <li>○ 18 Posts w/ 100+ views</li> </ul> </li> </ul> </li> <li>• <b>Twitter:</b> generally same as the FB articles. 9,500 total post impressions this month. 212 followers. 7 new followers.</li> <li>• 20 Tweets w/ over 100 views</li> <li>• <u>Top Posts on Twitter</u> <ul style="list-style-type: none"> <li>○ Dave Beer, Curt Hennes w/ giant carp (3014 impressions (views), 360 engagements)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Continue writing posts and updates about projects</li> <li>• Will tweet and/or update Facebook about projects &amp; news.</li> </ul>
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# PRIOR LAKE - SPRING LAKE

## WATERSHED DISTRICT

### Operations Update

PROGRAM	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
	<ul style="list-style-type: none"> <li>○ <b>Carp seine</b> (641 impressions, 23 engagements)</li> <li>○ <b>Water conservation projects in MN</b> (522 impressions, 13 engagements)</li> <li>○ <b>Shovel, scatter, sweep</b> (516 impressions, 12 post engagements)</li> <li>○ <b>Trivia-Jeffers' 70 ft deep</b> (318 impressions and 3 engagements)</li> </ul>	
<b>Cost Share Program</b> <i>Land Mgmt (Class 611)</i> <i>Project Lead: Diane</i>		<ul style="list-style-type: none"> <li>• Docket will be reviewed at the March meeting</li> <li>• SWCD will provide an update on 2017 activities</li> </ul>
<b>Aquatic Vegetation Management and Surveys</b> <i>(Class 626 and 637)</i> <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>	<ul style="list-style-type: none"> <li>• Reports and Presentation from Blue Water Science in March.</li> <li>• Apply for CLP treatment permits.</li> </ul>
<b>Planning (Class 626) and Admin (Class 405)</b> <i>Project Lead: Diane</i>	<ul style="list-style-type: none"> <li>• Weekly Staff Meetings.</li> <li>• Weekly One2One meetings with each staff member.</li> <li>• Bi-monthly meetings with Chair and Board.</li> <li>• Prior Lake Coordination Monthly Mtg.</li> <li>• Diane met with Scott County reps. to discuss 1W1P pilot program strategy.</li> </ul>	<ul style="list-style-type: none"> <li>• Weekly Staff Meetings.</li> <li>• One2One meetings with each staff member.</li> <li>• Bi-monthly meetings with Chair and Board.</li> <li>• Prior Lake Coordination Monthly Mtg.</li> <li>• Continue working on 1W1P strategy with reps.</li> </ul>

# PRIOR LAKE – SPRING LAKE

## WATERSHED DISTRICT

### Outlet Structure and Channel

ACTIVITY	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Prior Lake Outlet Channel</b> <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> <li>Began work grouting and sealing Outlet Pipe connections.</li> <li>Outlet channel inspections.</li> </ul>	<ul style="list-style-type: none"> <li>Weekly channel inspections.</li> <li>Repair boat launch gravel once erosion is taken care of up the hill.</li> <li>Finish grouting the outlet pipe.</li> <li>Televise the pipe after grouting.</li> <li>Annual Report.</li> </ul>
<b>Channel Bank Erosion (FEMA)</b> <i>Project Lead: Diane</i>	<ul style="list-style-type: none"> <li>Contacted landowners who haven't responded re. a Temporary Construction Easement.</li> <li>Met with Barr re. timelines.</li> <li>Barr provided details on BMPs for FEMA review and approval.</li> <li>ACOE's permit is nearly complete.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to contact landowners to obtain temporary construction easements.</li> <li>Pre-bid meeting is 2/13.</li> <li>Bid opening is 2/20.</li> </ul>
<b>JPA/MOA &amp; TAC Meetings &amp; Admin</b> <i>Project Lead: Diane &amp; Jaime</i>	<ul style="list-style-type: none"> <li>TAC meeting held on January 11.</li> </ul>	<ul style="list-style-type: none"> <li>First MOA Revision meeting February 15.</li> </ul>
<b>Invasive Species Removal</b> <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> <li>Met with AES and EOR to create 2018 management plan</li> </ul>	
<b>MS4 Permit</b> <i>Project Lead: Diane</i>		<ul style="list-style-type: none"> <li>MS4 procedures will be finalized with assistance from WSB.</li> <li>Apply for new permit by June 30.</li> </ul>
<b>PLOC Easements</b> <i>Project Lead: Diane</i>		<ul style="list-style-type: none"> <li>Continue negotiations with Beckler and Muhlenhardt</li> </ul>

# PRIOR LAKE - SPRING LAKE

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## WATERSHED DISTRICT

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### MEMORANDUM

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**TO:** PLSLWD BOARD OF MANAGERS  
**FROM:** MAGGIE KARSCHNIA, WATER RESOURCES PROJECT MANAGER  
**SUBJECT:** SAND POINT BEACH PARK PROJECT  
RE: AGREEMENT WITH CITY OF PRIOR LAKE  
**DATE:** FEBRUARY 7, 2018

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#### BACKGROUND

In 2013, the Prior Lake-Spring Lake Watershed District (PLSLWD) completed a diagnostic study that concluded that while the water quality of the upper bay of Lower Prior Lake is strongly influenced by the water quality of Upper Prior Lake, the water quality of the rest of Lower Prior Lake is more strongly influenced by phosphorus loading from its watershed. Therefore, the Lower Prior Lake Protection Project is focused on keeping Lower Prior Lake off of the MPCA's list of impaired waters by installing best management practices in the watershed.

The subwatershed draining into Sand Point Beach Park was one of the key areas identified for a potential water quality improvement feature in the Lower Prior Lake Protection Project which combines the efforts of both PLSLWD and the City of Prior Lake to reach the water quality goals for Lower Prior Lake. Partially funded by a Clean Water Partnership (CWP) grant through the Minnesota Pollution Control Agency, the Sand Point Beach Park Project aims to treat incoming stormwater before it reaches Lower Prior Lake.

Similar to Fish Point Park, the Sand Point Beach Park project will have similar components. Stormwater coming into the park from an 82-acre watershed will receive treatment in two existing pre-treatment basins that will be excavated and expanded as part of this project for better performance. During peak rain events, stormwater will be diverted from these basins to a large iron-enhanced sand filter which will remove additional phosphorus before being sent to Lower Prior Lake. An estimated 24 pounds of phosphorus per year will be removed from the stormwater which will prevent as much as 12,000 pounds of algae from growing in Lower Prior Lake.

#### BID PROCESS & REVIEW

Unlike previous projects at Fish Point Park and Fairlawn Shores, the City of Prior Lake has taken the lead on the Sand Point Beach Park Project. Half of the project consists of planned maintenance of the two stormwater basins which is not eligible costs by the MPCA grant awarded to PLSLWD. The other half of the project includes treatment of stormwater by an iron-enhanced sand filter which is eligible for grant reimbursement. In order to get the best

bid prices and to better coordinate the two projects as a whole, the City of Prior Lake took the lead on the project. The City has incurred most of the design costs themselves through an outside consultant at WSB. Bids were accepted for the project which ranged from \$296K - \$398K. The apparent lowest bid is from New Look Consulting at **\$296,450.50**.

#### FUNDING

PLSLWD currently has a CWP grant through the Minnesota Pollution Control Agency that is funding a portion of the total project costs. The cost breakdown of PLSLWD's contribution to the project is as follows:

<u>FUNDING SOURCE</u>	<u>TOTAL ALLOCATION</u>
Minnesota Pollution Control Agency CWP grant	\$80,000. <sup>00</sup>
PLSLWD 746 Capital Projects: Lower Prior Lake Retrofit Projects	\$50,000. <sup>00</sup>
<b>TOTAL PROJECT COSTS:</b>	<b>\$130,000.<sup>00</sup></b>

The attached agreement with the City includes PLSLWD funding for the project in an amount not-to-exceed **\$130,000**. The remaining \$166,450.50 needed to complete the project, as well as any unforeseen additional expenses, will be incurred by the City.

#### SAND POINT BEACH PARK PROJECT AGREEMENT

As mentioned at the January Board Meeting, staff anticipates that construction on the Sand Point Beach Park Project could commence as early this month and is on the fast track for completion by the end of May. This project will be the last of five and will conclude the Lower Prior Lake Protection Project grant which comes to a conclusion on June 30<sup>th</sup>.

An agreement has been drafted by the PLSLWD attorney and has been approved by the City. Staff recommends that the agreement be approved by the Board at the February Meeting which will be a great finish to the Lower Prior Lake Protection Project.

**SAND POINT BEACH PARK PROJECT AGREEMENT  
PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT and CITY of PRIOR LAKE**

This project agreement ("Agreement") is made between the City of Prior Lake, a Minnesota municipal corporation ("City"), and the Prior Lake Spring Lake Watershed District, a Minnesota watershed district under the laws of the State of Minnesota ("PLSLWD") (together, the "Parties").

**WHEREAS** the City owns property located on the north side of Lower Prior Lake, south of Birchwood Avenue NE and south and east of Carriage Hill Road NE, commonly referred to as Sand Point Beach Park ("Property");

**WHEREAS** the PLSLWD has entered into Clean Water Partnership Grant Agreement #82788 (October 7, 2014) ("CWP") with the Minnesota Pollution Control Agency (MPCA), attached as Exhibit A and incorporated herein, in which state funds of up to \$80,000 are granted for a water quality project on the Property (the "Project");

**WHEREAS** the Project includes the construction of an iron-enhanced sand filter and appurtenances to improve the level of phosphorus treatment provided by the stormwater basins on the Property, basin expansion and the routing of a presently untreated catchment to the basins for treatment, with the cost to do so underwritten by the MPCA grant funding as well as up to \$50,000 in PLSLWD funds;

**WHEREAS** the City has scheduled 2018 maintenance for two stormwater ponds located on the Property and will incorporate the Project work into its programmed maintenance action;

**WHEREAS** the Parties desire to enter into this Agreement to set forth the terms and obligations of this cooperative effort;

**THEREFORE**, in consideration of the promises and obligations set forth in this Agreement and other valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties agree as follows:

**DESIGN**

1. The City, through its consultant, has prepared and certified Project plans, which have been approved by the PLSLWD (the "Plans"). The Plans are attached as Exhibit B and incorporated herein.

## CONSTRUCTION

2. The City will acquire all needed permits, solicit bids and award a contract per applicable law. The PLSLWD has a right of prior concurrence as to project specifications for the iron-enhanced sand medium and the construction methods by which it is installed, and a right of prior comment on the contract award. The City will structure the contract so as to identify payment due on a line item and quantity basis that includes only the pay items set forth in Exhibit C, attached and incorporated herein.

3. As between the City and the PLSLWD, the City is responsible for the means, method and manner of constructing the Project except regarding the sand medium specifications as specifically stated at paragraph 2. The PLSLWD may enter and inspect the work but may not direct the contractor. The City will give the PLSLWD two business days' notice before installation of the iron-enhanced sand medium. The City will complete the Project, apart from final site restoration, notify the PLSLWD of completion, process contractor payment and submit all invoices for reimbursement by June 15, 2018 in order to meet the grant agreement deadline. Invoices will be itemized in accordance with Exhibit C. The City will comply with all applicable federal, state and local laws, rules and regulations in constructing the Project.

4. Any design change that may alter project water quality performance is subject to PLSLWD approval, which will be timely determined and not unreasonably withheld. The City is responsible to secure any MPCA approval that may be required for a design change.

## FINANCIAL

5. The PLSLWD will have 10 business days after City notification to confirm Project completion in accordance with the Plans and the terms of the grant agreement. On confirmation, the City will submit an invoice to PLSLWD no later than June 15, 2018. Upon receiving the invoice, the PLSLWD will then promptly: (a) request MPCA grant reimbursement in the amount of \$80,000 or such lesser amount of eligible costs that have been incurred; and (b) reimburse the City in the amount of \$50,000 in PLSLWD funds. On receipt of grant disbursement from the MPCA, the PLSLWD will transmit the remaining reimbursement amount to the City.

6. Only the pay items set forth in Exhibit C are eligible for reimbursement by the PLSLWD, not to exceed a total amount of \$130,000. If the City has not incurred a total of \$130,000 in eligible costs, the Parties will make an accounting and adjustment of payments.

7. The City will supply any additional funds needed to complete the Project in accordance with the Plans and the grant agreement. The City bears all risk of Project cost increases. The City bears all risk of any shortfall in the provision of grant funds, or any obligation to return disbursed grant funds, unless and to the extent it is the result of the PLSLWD's failure to perform its grant administration obligations under paragraph 9 with due care.

### **MAINTENANCE**

8. In consultation with the City, the PLSLWD will prepare a final operating, monitoring & maintenance (OM&M) plan for MPCA approval.

9. The City, at its cost, will monitor and maintain the Project in accordance with the OM&M plan for the minimal useful life of the project as required by the CWP. If the City is not meeting this obligation, the PLSLWD may so notify the City and the Parties promptly will consult. Thereafter, on 30 days' written notice to the City, the PLSLWD may enter the site and perform the required work and be reimbursed by the City for the reasonable cost of the work.

### **GRANT AGREEMENT COMPLIANCE**

10. The PLSLWD will perform administrative and reporting obligations under the grant agreement. The City will timely provide information and documentation that the PLSLWD needs to fulfill its duties.

11. The City is responsible to meet all substantive requirements of the grant agreement with respect to the Project, including but not limited to:

- Conforming to the Plans and work plan
- Meeting cost-share requirements beyond the PLSLWD contribution under paragraph 5, above
- Documenting expenditures
- Maintaining records
- Nondiscrimination in contracting
- Maintaining records per the Minnesota Data Practices Act
- Meeting workers' compensation insurance requirements
- Complying with prevailing wage laws
- Conforming to CWP terms as to intellectual property, acknowledgement, publicity and logo display
- Conforming to CWP requirements for equipment insurance and disposition

## OTHER TERMS

12. The Parties will cooperate in good faith to advance the Project, ensure compliance with the grant agreement, and minimize administrative cost.

13. Any PLSLWD exercise of approval authority or concurrence under this Agreement is solely to protect its public investment in the Project and does not contravene or affect the City's control of Project design or of the means, method or manner of Project construction. The Agreement is not a joint powers agreement under Minnesota Statutes §471.59 and subdivision 1(a) of that statute is not applicable.

14. Except to the extent resulting from the PLSLWD's failure to fulfill its obligation under paragraph 9, above, the City will indemnify and hold the PLSLWD harmless with respect to any claim or cost arising out of the application of the grant agreement to the Project, including the PLSLWD's obligation under the grant agreement to indemnify the State. In any proceeding under the grant agreement, the Parties will cooperate to substitute or add the City as a party in interest.

15. The Agreement creates no right in any third party or waives any immunity, defense or liability limit of the PLSLWD or City, to any third party or to the other party. The only remedies for a party's failure to perform this Agreement lie in contract.

16. This Agreement may not be amended, assigned or transferred except in a writing executed by the duly authorized representatives of the Parties.

17. The results of the Project, the reports submitted under the grant agreement, and any new information or technology developed with the assistance of the grant are in the public domain and may not be copyrighted, patented, trademarked or designated as trade secret by either party.

18. Unless earlier terminated by the Parties, this Agreement is effective when fully executed by the Parties and will remain in effect until the conclusion of the City's maintenance obligation under paragraph 8.

IN WITNESS WHEREOF, the Parties execute this Agreement by their authorized officers, intending it to be legally binding.

**CITY OF PRIOR LAKE**

By: \_\_\_\_\_  
Kirt Briggs, Mayor

Date:

By: \_\_\_\_\_  
Frank Boyles, City Manager

Date:

**PRIOR LAKE SPRING LAKE WATERSHED DISTRICT**

By: \_\_\_\_\_  
Fred J. Corrigan, President

Date:

EXHIBIT A:  
**Amendment #1 for Grant Agreement#82788**

Contract Start Date:	<u>October 7, 2014</u>	Total Contract Amount:	<u>\$142,522.00</u>
Original Contract Expiration Date:	<u>September 30, 2017</u>	Original Contract:	<u>\$128,522.00</u>
Current Contract Expiration Date:	<u>September 30, 2017</u>	Previous Amendment(s) Total:	<u>NA</u>
Requested Contract Expiration Date:	<u>June 30, 2018</u>	This Amendment:	<u>\$14,000.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 ("State" or "MPCA") and **Prior Lake-Spring Lake Watershed District**, 4646 Dakota Street SE, MN 56013, Prior Lake, MN 55372 ("Grantee").

**Recitals**

1. The State has a Grant Agreement with the Grantee identified as Lower Prior Lake Protection Implementation ("Original Grant Agreement") to provide documentation of water bodies being addressed are currently meeting state water quality standards.
2. This Grant Agreement is being amended to extend the term and increase funding.
3. The State and the Grantee are willing to amend the Original Grant Agreement as stated below.

**Grant Agreement Amendment**

**REVISION 1. "Term of Agreement"** is amended as follows:

**Effective date:** *October 7, 2014*, or the date the State obtains all required signatures under Minn. State. § 16C.05, subd. 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

**Expiration date:** ~~*September 30, 2017*~~ *June 30, 2018*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

Grantee must not begin work until this Agreement is fully executed and the Grantee has been notified by the State to begin work.

The following Clauses survive the expiration, cancellation or termination of this Agreement: Liability; Records Maintenance; Government Data Practice; Intellectual Property; and Governing Law, Jurisdiction, and Venue.

**REVISION 2. Clause 2 (a). "Consideration and Terms of Payment"** is amended as follows:

The total obligation of the State for all compensation and reimbursements to the Grantee shall be consistent with the Work Plan Budget and shall be no more than **fifty percent (50%)** of the total eligible Project costs, and shall not exceed ~~\$128,522.00~~ **\$142,522 (One Hundred Forty Two Thousand Five Hundred Twenty Two Dollars and Zero Cents)**

Except as amended herein, the terms and conditions of the Original Grant Agreement remain in full force and effect.

## Amendment #1 for Grant Agreement#82788

### Document Signature Details -- External User

Order	Ext. User	Status	Actual Singer	Name	Title	Date/Time	Comments
1	VN0000195933_2	Signed	VN0000195933_2	DIANE LYNCH	EXTERNAL	07/08/2015 at 08:51 AM	

### Document Signature Details -- Internal Users

Order	Type	Role/User	Status	Actual Signer	Name	Title	Date/Time	Comments
1	Role	M_FS_WF_SC_DOC_SIGNER_O1	Signed	01039179	Mary T Ecker	Encumbrance Verification Signer	July 08, 2015 at 04:29 PM	
2	User ID	01024689	Signed	01024689	Myrna Halbach	State Agency Signer	July 09, 2015 at 08:17 AM	

**STATE OF MINNESOTA  
MINNESOTA POLLUTION CONTROL AGENCY  
CLEAN WATER PARTNERSHIP  
PROJECT GRANT AGREEMENT**

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**Summary**

PROJECT TITLE:	Lower Prior Lake Protection Project Implementation
GRANTEE/PROJECT SPONSOR:	Prior Lake-Spring Lake Watershed District
CONTACT:	Diane Lynch, 14070 Commerce Avenue NE, Suite 300, Prior Lake, MN 55372 952-378-2164 <a href="mailto:dlynch@plslwd.org">dlynch@plslwd.org</a>
PROJECT ID NUMBER:	PRJ07580-002
STATE GRANT SHARE:	\$128,522.00
GRANTEE SHARE:	\$128,522.00
TOTAL PROJECT COST:	\$257,044.00

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This GRANT AGREEMENT (hereinafter "Agreement" or "Grant"), and amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota and is between the State of Minnesota acting through its Commissioner of the **MINNESOTA POLLUTION CONTROL AGENCY** ("State" or "MPCA"), 520 Lafayette Road North, St. Paul, MN 55155-4194 and Prior Lake-Spring Lake Watershed District, 14070 Commerce Avenue NE, Suite 300, Prior Lake, MN 55372 (hereinafter "Grantee" or "Project Sponsor").

**Term of Agreement**

**Effective date:** *October 7, 2014*, or the date the State obtains all required signatures under Minn. State. § 16C.05, subd. 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

**Expiration date:** *September 30, 2017*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

Grantee must not begin work until this Agreement is fully executed and the Grantee has been notified by the State to begin work.

The following Clauses survive the expiration, cancellation or termination of this Agreement: Liability; Records Maintenance; Government Data Practice; Intellectual Property; and Governing Law, Jurisdiction, and Venue.

1. Pursuant to Minn. Stat. §§ 103F.701 to 103F.761, the State is empowered to make grant agreements to provide financial assistance to local governmental units for projects for the protection and improvement of surface and groundwater from nonpoint sources of water pollution. Administration of the program is governed by Minn. R. 7076.0100 to 7076.0290.
2. The **Grantee** is a local governmental unit eligible to enter into a Clean Water Partnership (CWP) Grant Agreement with the State according to the conditions of Minn. Stat. §§ 103F.701 to 103F.761 and Minn. R. 7076.0100 to 7076.0290.
3. The **Grantee** represents that it is duly qualified and willing to perform the services set forth herein, fulfilling the obligations of Grantee in accordance with Minn. R. 7076.0110, subp. 20, and as further defined herein.

- a) In order to continue this Project pursuant to Minn. R. 7076.0200, the Grantee shall submit for review and approval by the State a Project Work Plan (hereinafter "Work Plan" or "Project Work Plan"), which shall be:
  - b) Applicable to the Project identified in the Sponsor's grant proposal; and in a format approved by the State. At least 60 percent of the local contribution (30 percent of total eligible project costs) to the Work Plan activities provided for by this Agreement shall come from non-state and non-federal sources. To be considered non-state or nonfederal, a cash or in-kind contribution must be financed by funds that are either:
    - 1) Derived exclusively from local sources (e.g., local property taxes, fees, private contributions).
    - 2) Derived from revenue which, while not necessarily local in its sources, has become subject to the exclusive control of the Grantee or a Contributing Sponsor (other than a state or federal agency or instrumentality) and is not subject to the specific terms, conditions, or purposes of state or federal projects or programs, or activities conducted by state or federal agencies or instrumentalities.
    - 3) Derived from loan assistance made available through the CWP, if applicable.
    - 4) In order to be eligible for Project Grant funds, costs must be reasonable, necessary and allocable to the Project, and must include costs incurred only during the life of this Agreement.
- c) The Project Work Plan must be submitted to the MPCA within sixty (60) days following the Agreement effective date or the MPCA may exercise the right to cancel or rescind this Agreement.

- ## 2. CONSIDERATION AND TERMS OF PAYMENT

- CRLower Prior Lake Protection Project Implementation  
MPCA/Watershed Page 3 of 15 CR7841

- d) Should the Project sponsor accrue any interest on grant funds deposited in any Project accounts during the life of this agreement, such interest must be used as local cash match for Project activities outlined in the Project work plan and such interest must be indicated on the Project expenditure reports.

### 3. LIMITATIONS ON COST-SHARING

- a) In the event that the total expenditure necessary to accomplish the Project objectives described in this Agreement is less than the total Project cost provided for in this Agreement, actual costs incurred by the Grantee in accomplishing the Project objectives shall be used to determine the amount of State financial participation.
- b) Cost overruns are the amount by which the actual cost expended to complete a particular objective, task, or subcontract exceeds approved Project budget costs or subcontract costs according to the conditions of this Agreement, as amended and shall be the sole responsibility of the Grantee.

### 4. TIME

The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

### 5. CANCELLATION

The State may cancel this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the Grantee. Upon termination, the Grantee shall be entitled to payment, determined on a pro rata basis, for work satisfactorily performed. The State may cancel this Agreement immediately if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. **If the Grantee does not commence the Project within one year of the Execution Date of this Agreement**, as evidenced by the incurrence of documented expenses for eligible workplan costs, the State reserves the right to cancel this Agreement. If the Grantee is not expending the funds in a timely manner, as evidenced by the incurrence of documented expenses for eligible workplan costs, the State reserves the right to cancel this Agreement and reallocate the funds.

### 6. AUTHORIZED REPRESENTATIVES

- a) The **MPCA's Authorized Representative** is **Teresa McDill**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2819, or her successor and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Agreement.
- b) The **MPCA's Project Manager** is **Chris Zadak**, 520 Lafayette Road, St. Paul, MN 55155, 651-757-2837, [chris.zadak@state.mn.us](mailto:chris.zadak@state.mn.us), or his/her successor, and has the responsibility to monitor the Grantee's performance by evaluating and approving the satisfactory completion of objectives and tasks identified in this Agreement, ensuring compliance with all requirements of this Agreement and ensuring that invoiced totals are properly allocated to objectives and tasks in the Workplan and do not exceed the budgeted objective/task amounts.

The State's Project Manager has the authority to approve the services provided under this

c) The **Grantee's Authorized Representative** is Diane Lynch, 14070 Commerce Avenue NE, Suite 300, Prior Lake, MN 55372, 952-378-2164, [dlynch@plslwd.org](mailto:dlynch@plslwd.org), or his/her successor. If the Grantee's Authorized Representative changes at any time during this Agreement, the Grantee must immediately notify the State.

**ASSIGNMENT**  
Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office, or as provided by law.

a) Amendments: Any amendment to this Agreement must be in writing and shall not be effective until it has been executed and approved by the same parties who executed the original Agreement or their successors in office. The Project Sponsor may apply to the State to amend this Agreement for the following purposes:

- Amendments to this Agreement that are mutually acceptable to the Project Sponsor and the State shall be effective upon the date that the last signature is obtained by the State, pursuant to Minn. Stat. § 16C.05, subd. 2, and shall remain in effect until the conclusion of the original budget period, or if amended, the conclusion of the amended budget period.

- The MPCA's Authorized Representative, or Project Manager, and the Grantee's Authorized Representative shall sign the Change Order Form **in advance of doing the work**, which will then become an integral and enforceable part of the Grant.

## REPORTS

a) Semi-Annual Progress Report. The Grantee shall submit for review and approval by the State a Semi-annual Progress Report for each six-month period beginning on January 1 and July 1 or for any part thereof during which this Agreement is in effect. The Semi-annual Progress Report shall

- 1) A brief discussion of the relationship of the reporting year's activities to the overall goals and objectives of the Project, and any proposed changes or modifications in the overall goals and objectives.
- 2) A discussion of Project findings appropriate to the work conducted during the reporting year, including Work progress relative to the Project Work Plan milestone schedule, and difficulties encountered during the reporting year.
- 3) A summary of the reporting year's best management practices (BMPs) identifying the type, number and location of BMPs, funding levels or sources and the outcome of nonpoint source pollution control activities. This data shall be reported in a format prescribed by the State.
- 4) Monitoring Data Reporting (EQuIS). The water quality monitoring data collected during the Project shall, through a cooperative arrangement with the State, be verified and entered into the Minnesota Water Monitoring System (EQuIS). The data shall be submitted annually by **November 1**. Monitoring data shall be reported in an EQuIS compatible format acceptable to the State.
- 5) Itemized Budget Expenditure Report. The Grantee shall provide a semi-annual update of Project spending according to the approved, Itemized Budget indicating by each budget line item at least the following:
  - i) Cumulative expenditures and in-kind contributions through previous reporting periods.
  - ii) Expenditures and in-kind contributions for the current reporting period.
  - iii) Total expenditures.

The State may withhold payment until the Grantee submits and the State approves a Semi-Annual Report according to the conditions of this Agreement.

- CRLower Prior Lake Protection Project Implementation  
MPCA/Watershed Page 6 of 15 CR7841

- 2) The State shall:

- If the corresponding State Grant Share of the adjusted Itemized Budget is less than the State Grant Share provided for in this Agreement, the State Grant Share available to the Grantee shall be subject to Limitations on Cost Sharing of this Agreement. If the corresponding State Grant Share of the adjusted Itemized Budget is greater than the State Grant Share provided for in this Agreement, the Grantee may request an amendment to this Agreement in accordance with the conditions of this Agreement.

When the total State Grant Share authorized to complete the Project in accordance with the terms of this Agreement is increased by means of an amendment of this Agreement, upon execution of said amendment the State shall make payment to the Grantee of the additional State Grant Share the Grantee is entitled to receive in accordance with this Agreement, as amended.

- c) Final Report. Upon completing the requirements of the approved Project Work Plan, the Grantee shall develop and provide to the State a Final Report. The Final Report shall address at least the information required for the Semi-Annual Progress Report and shall summarize and evaluate such information for the entire duration of the Project. Upon Project completion, the Grantee shall also submit a Final Financial Report showing the source and disposition of all grant and match funds, and in-kind contributions.

**All final report documents must be received at the MPCA within thirty (30) days following the end of this grant Agreement. Failure to submit the Final Report within 30 days shall result in withholding of invoice(s) for payment until the Final Report is received.**

When applicable, within one (1) year of the execution of this Agreement, the Grantee shall prepare and submit to the State for review, a draft BMPs Continuing Operation and Maintenance Plan, which shall address at least the following:

- a) Designation of responsibilities for the continuing operation and maintenance, as defined herein, of BMPs, including but not limited to:

- ## 11. LIABILITY

## 12. USE OF SUBCONTRACTORS

CWP14 Project Grant



the data is released.

## 18. INTELLECTUAL PROPERTY RIGHTS

- a) **Obligations.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United State's Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.
- b) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- c) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause XIII Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in

addition to and not exclusive of other remedies provided by law.

- d) License. The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause XVI.B.2. Said license is subject to the State's publicity and acknowledgement requirements set forth in this Agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.
- e) Acknowledgement. The Grantee shall acknowledge the State's funding of any resulting publications, data, or other material, whether subject to copyright or not, with the following language: Funding for this publication (or document, paper, data, etc.) was provided by the Minnesota Pollution Control Agency through a Grant from the State's Clean Water Partnership Grant Fund.
- f) Publicity. Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved Project Workplan included in this Agreement, prior to written approval by the State's Authorized Representative. For the purposes of this Clause, publicity includes notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Grantee, individually or jointly with others, or any subcontractors, with respect to the Project, publications, or work funded by this Agreement.

The Grantee must not claim that the State endorses its products or services.

#### **19. WORKERS COMPENSATION AND LABOR**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2., pertaining to workers' compensation insurance coverage. The Grantee's employees and agents shall not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility. The Grantee shall comply with the provisions of Minn. Stat. § 181.59, Discrimination on account of race, creed, or color prohibited in contract, as applicable. The Grantee shall ensure that all personnel involved in the performance of this Agreement are properly qualified, trained, and competent, and shall be, where applicable, appropriately medically monitored during the Project.

Pursuant to Minn. Stat. §§ 177.41 to 177.44 and corresponding Minn. R. 5200.1000 to 5200.1120, this Contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry in effect on May 1, 2014. These prevailing wages can be found on the MPCA website at <http://www.pca.state.mn.us/index.php/water/water-types-and-programs/water-nonpoint-source-issues/clean-water-partnership/financial-assistance-for-nonpoint-source-water-pollution-projects-clean-water-partnership-and-section-319-programs.html>. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the Contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

- (1) The estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete it.
- (2) The estimated total costs of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it

The State shall provide the Grantee with guidance regarding official Project Signs. The Grantee shall construct one or more Project Signs consistent with the most recent applicable guidance provided by the State. The Grantee shall erect such Signs as appropriate sites adjacent to the Waters of Concern or at appropriate locations along major roadways within the Project area.

The Grantee shall be responsible for acquisition of all permits necessary to undertake Project activities and shall acquire such permits from appropriate federal, state, and local agencies and jurisdictions. This provision shall apply to permits issued by the MPCA.

Equipment purchased with grant funds must be used for Project purposes for the duration of the Project or the equipment's useful life, whichever comes first. If the Grantee no longer needs a piece of equipment for Project purposes, the Grantee shall so notify the MPCA in writing. The MPCA shall determine the disposition of such equipment. The MPCA may direct that the equipment be used on another project, be sold and the proceeds used for Project purposes, or that it be used for some other water quality purpose.

The Grantee shall be responsible to procure and maintain adequate insurance coverage for any equipment used on the Project, whether purchased with Project or any other funds, lent or given by any agency, organization or person. or procured in any other manner.

In the event that any provision of this Agreement is not consistent with the provisions of Minn. R. 7076.0100 to 7076.0290, the Rule supersedes the inconsistent provision.

If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

## 27. GOVERNING LAW, JURISDICTION AND VENUE

Minnesota Law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 28. RIGHT OF SETOFF

Under Minn. Stat. § 270C.65, and other applicable law, the Grantee consents to disclosure of its social security number, federal tax identification number, and/or Minnesota tax identification number, already provided to the State, to Federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of Federal and State tax laws, which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any, or pay other State liabilities.

## 29. LEGACY LOGO

Minnesota Laws 2010, chapter 361, article 3, section 5, (b) states: "A recipient of the funds from the outdoor heritage fund, parks and trails fund, clean water fund or arts and cultural heritage fund shall display, where practicable, a sign with the logo developed under this section on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from one or more of the funds."

Minn. Stat. §114D.50, subd.4, (f) states: "When practicable, a direct recipient of an appropriation from the clean water fund shall prominently display on the recipient's Web site home page the legacy logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase 'Click here for more information.' When a person clicks on the legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site required under section 3.303, subdivision 10."

## Clean Water Land and Legacy Amendment Logo Usage

Guidelines: [http://www.legacy.leg.mn/sites/default/files/resources/Legacy Logo Guidelines.pdf](http://www.legacy.leg.mn/sites/default/files/resources/Legacy%20Logo%20Guidelines.pdf)

Download the Legacy Logo: <http://www.legacy.leg.mn/legacy-logo/legacy-logo-download>

## 30. DEFINITIONS

The terms used in this Agreement have the meanings defined in Minn. Stat. §§ 103F.701 to 103F.761 and Minn. R. 7076.0110. Notwithstanding the definitions referenced above, terms shall have the meanings set forth in **Attachment A** and made a part of this Grant Agreement.

In witness whereof, the parties have caused this Agreement to be duly executed intending to be bound thereby.

## Signatures

**Document Signature Details -- External User**

Order	Ext. User	Status	Actual Signer	Name	Title	Date/Time	Comments
1	VN0000195933_2	Signed	VN0000195933_2	DIANE LYNCH	EXTERNAL	10/02/2014 at 02:55 PM	

**Document Signature Details -- Internal Users**

Order	Type	Role/User	Status	Actual Signer	Name	Title	Date/Time	Comments
1	Role	M_FS_WF_SC_DOC_SIGNER_01	Signed	01039179	Mary T Ecker	Encumbrance Verification Signer	October 02, 2014 at 03:51 PM	
2	User ID	01024689	Pending		Myrna Halbach		October 02, 2014 at 02:25 PM	

# SAND POINT BEACH PARK POND IMPROVEMENTS CITY OF PRIOR LAKE

PROPERTY LINE	STREET	OF-WAY
UTILITY EASEMENT		
THREE LINE		
SEMI		
INDICIOUS TITLE		
EMULS		
CONVEYING TITLE		

FEATURE NAME	TYPE
LONG-DURATION TELEPHONE CALL	continuous (100%)
CALL DURATION	continuous (0-100 minutes)
LONG-DURATION CALL	continuous (0-100 minutes)
CALL TYPE	categorical (25%)
OVERSEAS COMMUNICATIONS UNIT	continuous (0-1)
OVERSEAS DIAL POWER	continuous (0-100%)
OVERSEAS NUMBER	continuous (0-100%)
OVERSEAS RECEIVING	continuous (0-100%)
OVERSEAS TELEPHONE	continuous (0-100%)
WATER TANK	categorical (0-100%)
SUBSTRATE NUMBER	continuous (0-100%)
SYSTEM NUMBER	continuous (0-100%)
CATYVAIL	0
POWER POLE	0
ELECTRIC POWER	0
CUTTING TIME	0
SYSTEM NUMBER	0
CALL TYPE	0
PERSONAL	0
SUBSTRATE NUMBER	0

PREDICTION CONTINUUM MAP	
PREDICTION CONTINUUM MAP	
STORM SEVERITY	
CATCH BASIN	
STORM AREA	
STORM SEVERITY MAP	

**A CALL TO GOPHER STATE ONE (631-454-0002)  
IS REQUIRED A MINIMUM OF 48 HOURS PRIOR  
TO PERFORMING ANY EXCAVATION.**

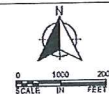
[illegible]

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL 0. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE SURFACE OF COURSE 30.1, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

GUIDELINES OF CRASCE 30-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPOSITION OF EVIDENCE FOR THE FORENSIC ANALYSIS OF CRIMINAL CASES"

GOATER ONE CALL TICKET NUMBER:

UTILITY COORDINATION MEETING HELD ON:



PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

THE 2019 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

Sheet List Table	
SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	EXISTING CONDITIONS & REMOVALS PLAN
3	STORM SEWER PLAN
4	STORM PLAN & PROFILE
5	GRADING PLAN
6	EROSION CONTROL & LANDSCAPE RESTORATION PLAN
7	STORMWATER POLLUTION PREVENTION PLAN
8	STORMWATER POLLUTION PREVENTION PLAN
9	STORMWATER POLLUTION PREVENTION PLAN
10	DETAILS
11	DETAILS
12	DETAILS



THIS PLAY SET CONTAINS 12 SHEETS

THIS PLAN SET HAS BEEN PREPARED FOR:

CITY OF PRIOR LAKE  
4646 DAKOTA ST. SE  
PRIOR LAKE, MN 55372  
(952) 447-4245

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES  
WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

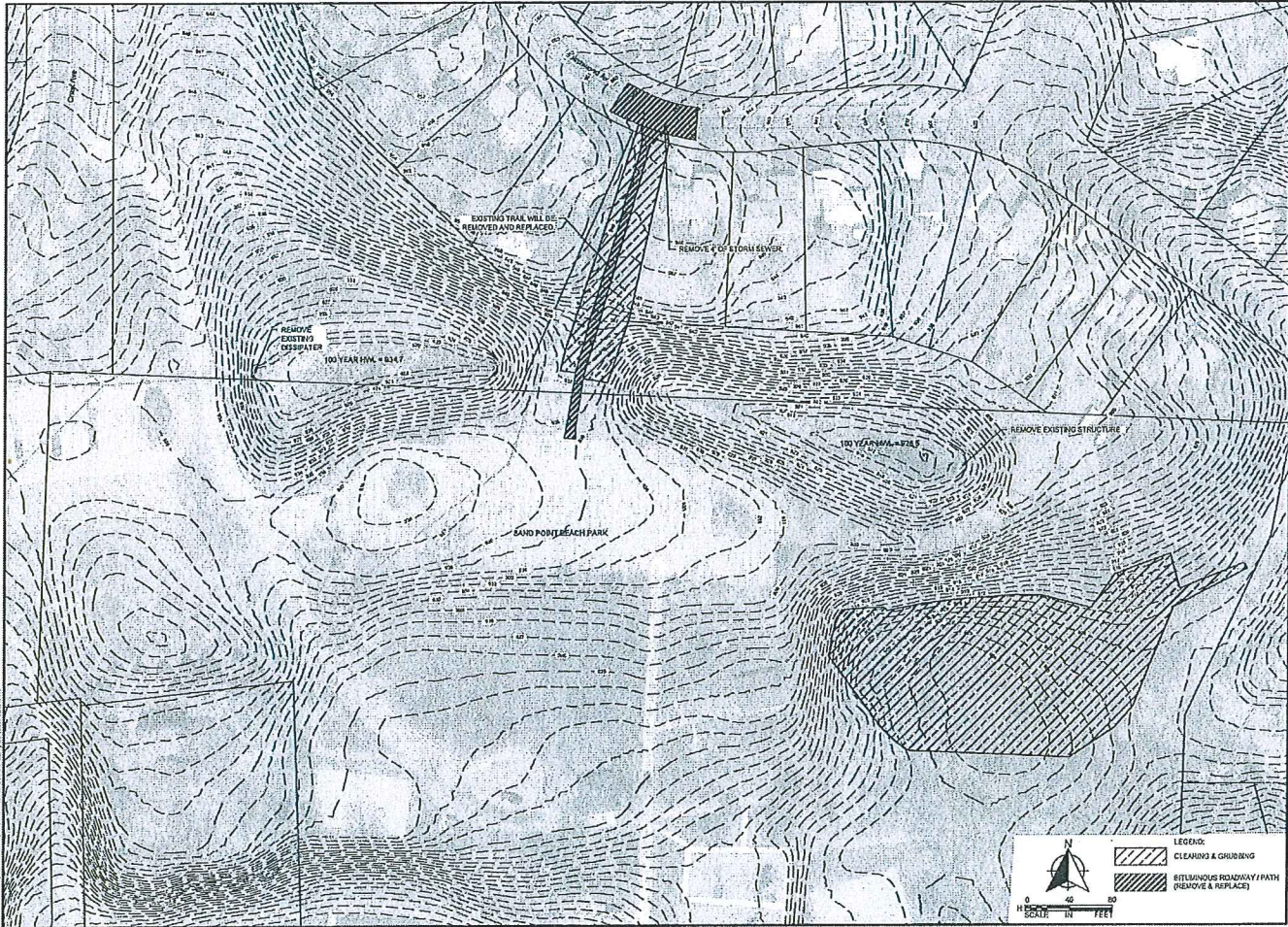
  
JACOB NEWHALL, P.E.

DATE: 01/22/2019

LICENSE NUMBER: 49170

WSB PROJ. NO. 011127-000

SHEET  
1  
OF  
12



WSB PROJECT NO:  
011127-000

SCALE: AS SHOWN  
DESIGN BY: SLH  
PLAN BY: GJL  
CHECK BY: JWH

REVISIONS	DATE	DESCRIPTION
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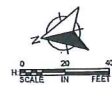
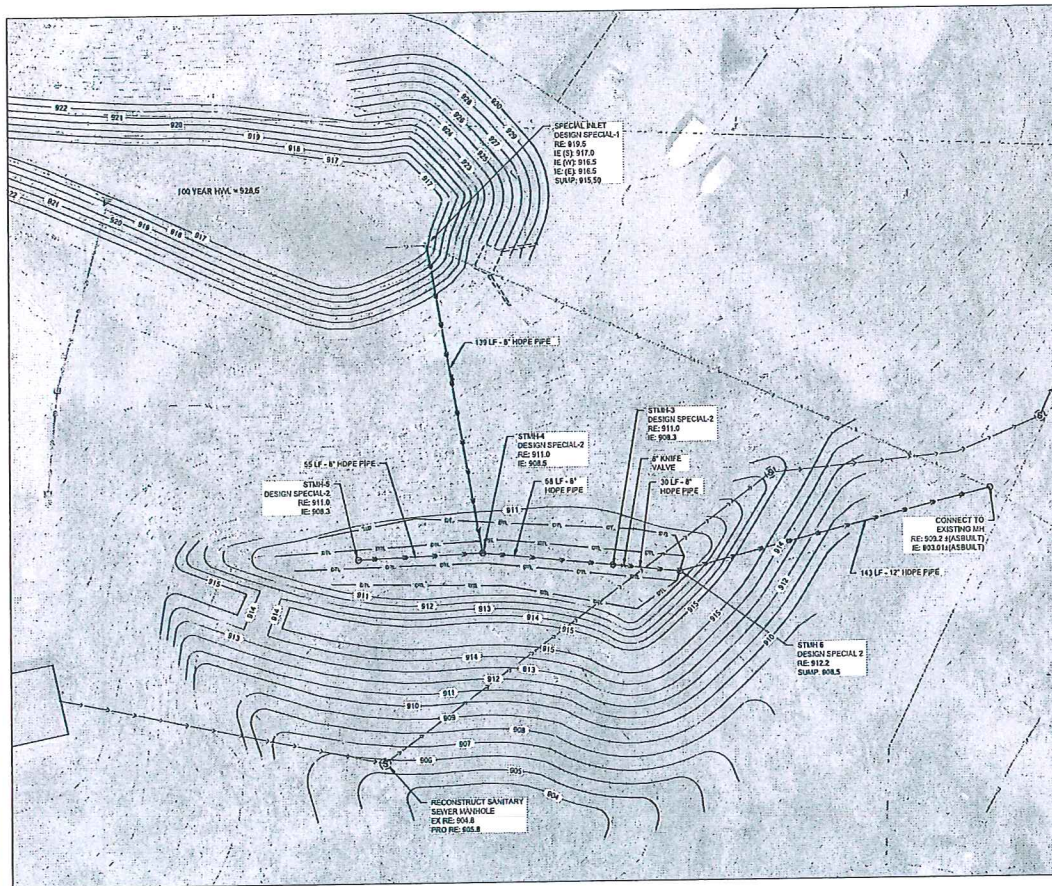
DESIGNER'S CERTIFICATE OF DESIGN  
I, the undersigned, hereby certify that the design of the project shown on the attached drawings was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota.  
DATE: 10/20/2011  
DESIGNER: [Signature]  
TITLE: [Signature]

SAND POINT BEACH PARK  
POND IMPROVEMENTS  
CITY OF PRIOR LAKE

EXISTING  
CONDITIONS &  
REMOVALS PLAN

SHEET  
2  
OF  
12

# SAND POINT BEACH PARK



## LEGEND

- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- STORM SEWER
- CATCH BASIN
- STORM MANHOLE
- STORM SEWER VALVE



WSB PROJECT NO: 011127-000

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DESIGN BY: SLH  
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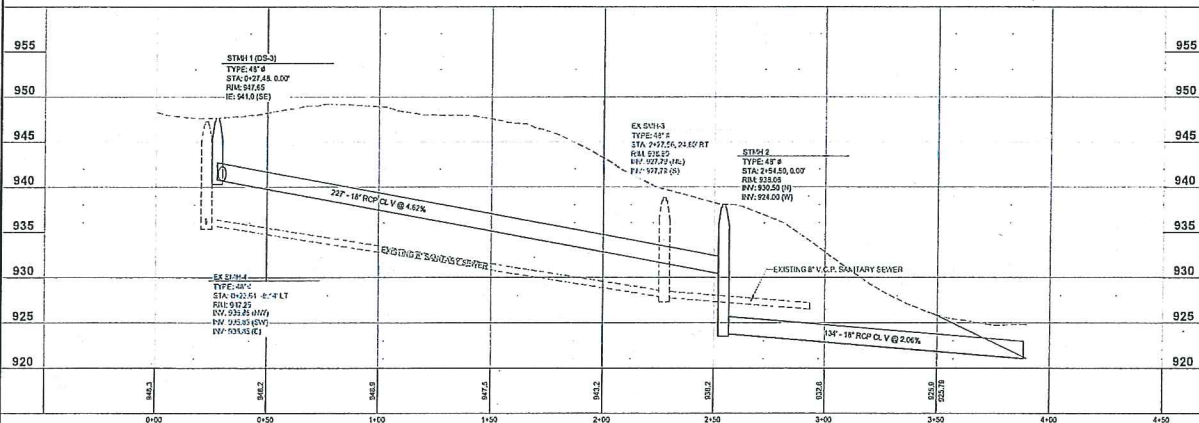
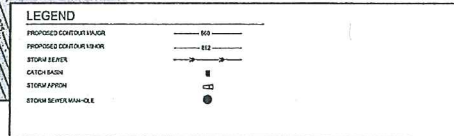
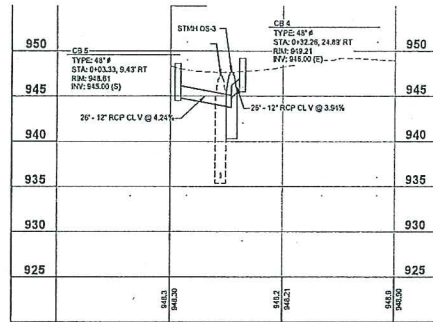
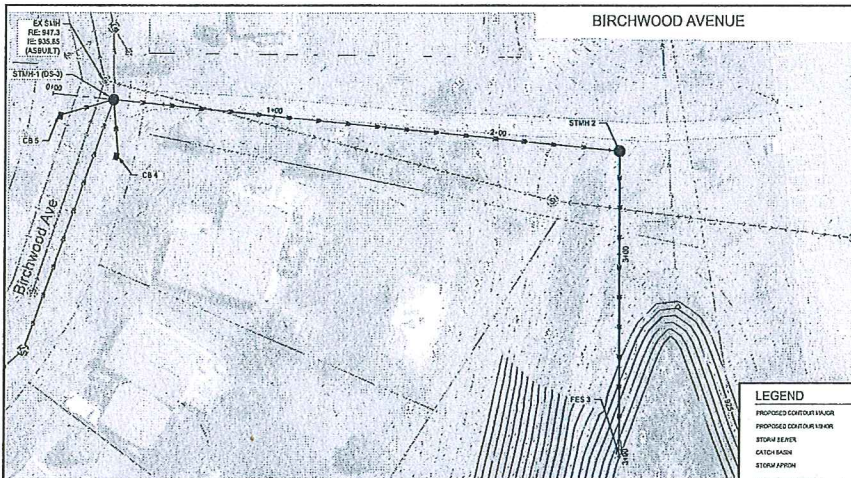
## REVISIONS

NO.	DATE	REVISION

SAND POINT BEACH PARK  
POND IMPROVEMENTS  
CITY OF PRIOR LAKE

## STORM SEWER PLANS

SHEET  
3  
OF  
12



**WSB**  
WSB PROJECT NO.:  
011127-000

SCALE: AS SHOWN DESIGN BY: SUH  
PLAN BY: GJK CHECK BY: JWH

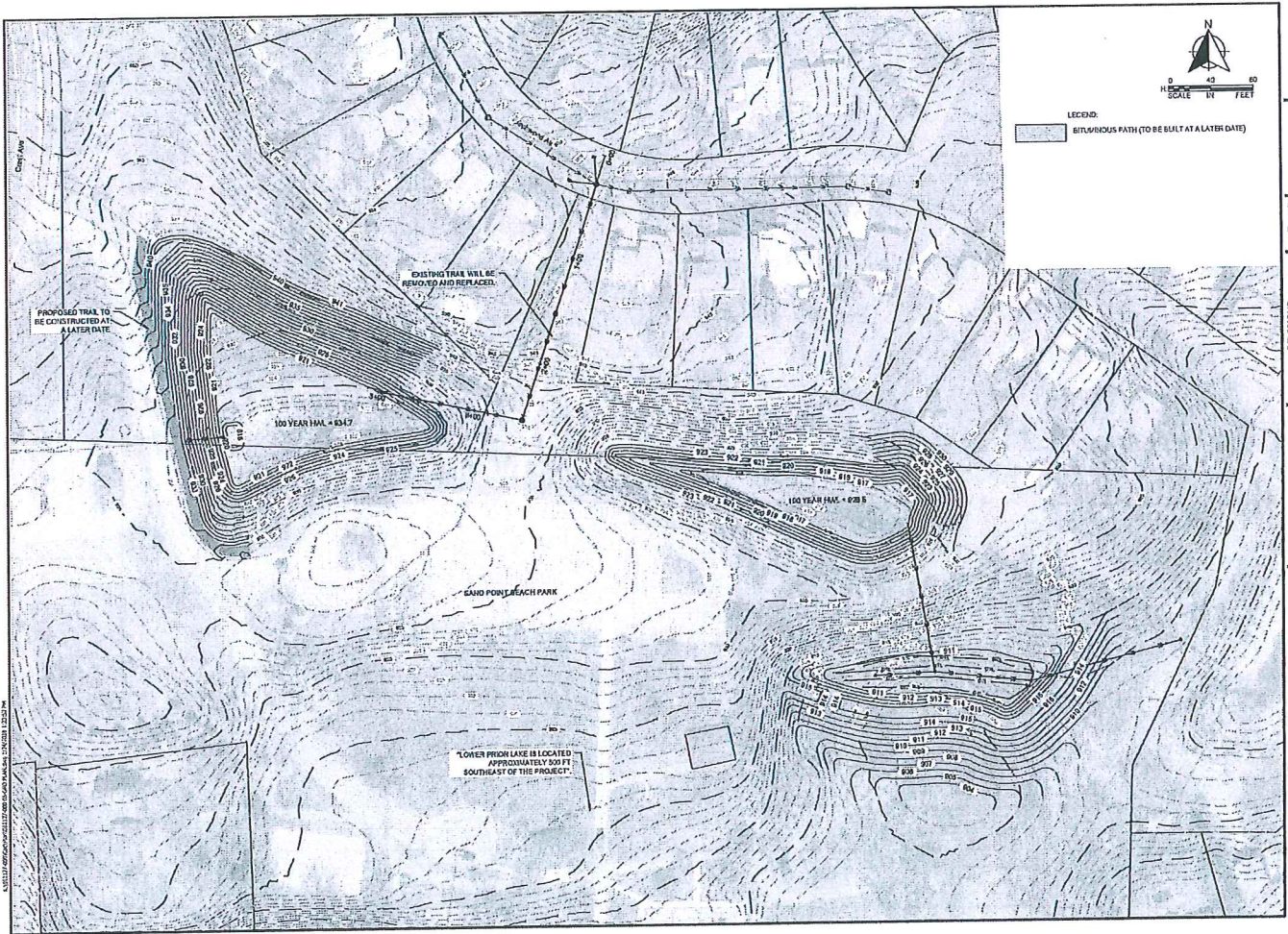
REVISIONS	DATE	BY	DESCRIPTION
1	01/20/2011	JWH	ISSUED FOR PERMIT

WE HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT WE ARE A duly licensed professional engineer in the State of Minnesota.  
DATE: 01/20/2011 LIC. NO.: 4815

SAND POINT BEACH PARK  
POND IMPROVEMENTS  
CITY OF PRIOR LAKE

STORM PLAN & PROFILE

SHEET  
4  
OF  
12



**WSB**  
WSB PROJECT NO.: 011127-000

SCALE: AS SHOWN  
DESIGN BY: SLH  
PLAN BY: CKJ  
CHECK BY: JBR

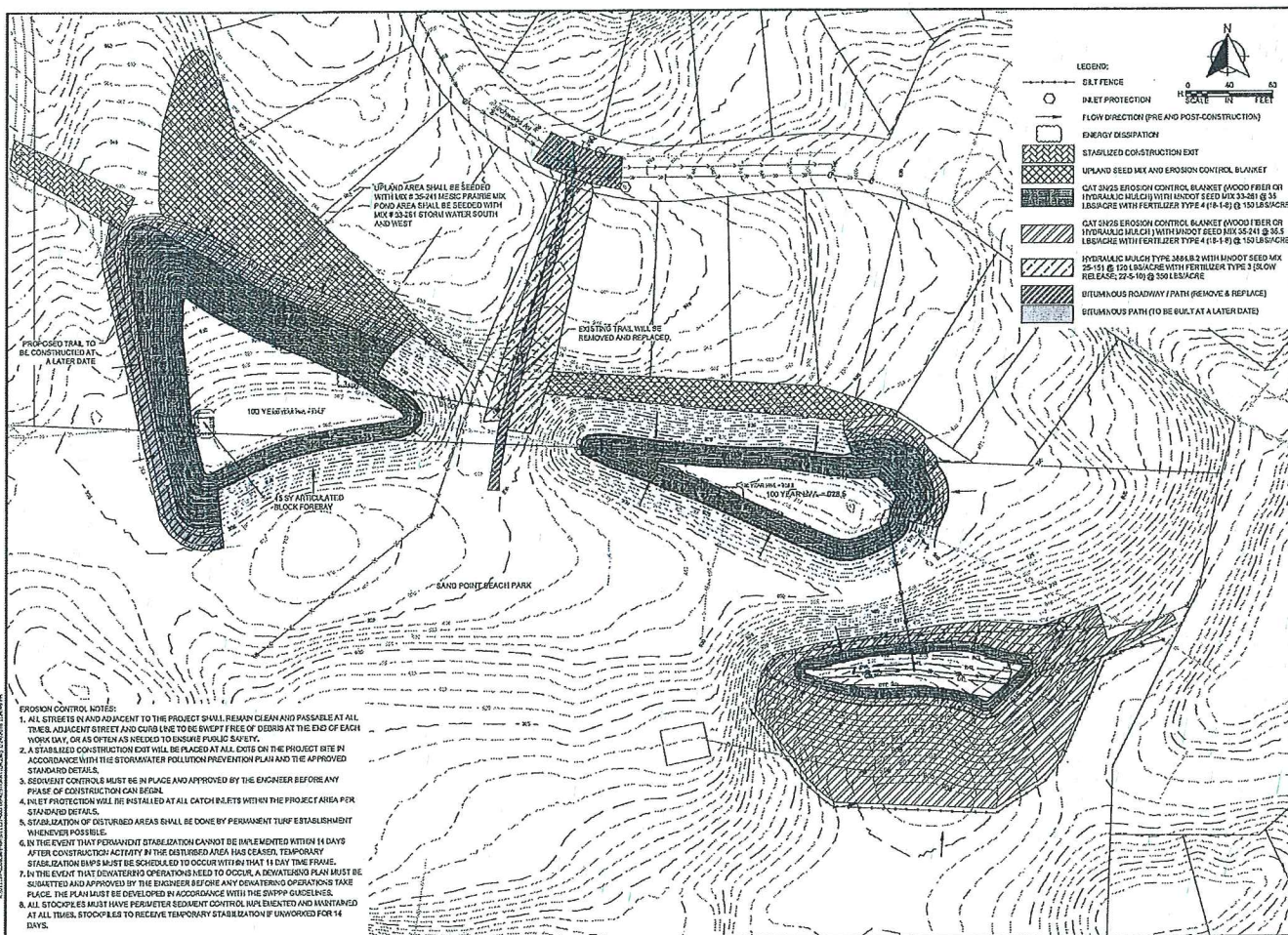
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DESIGNED BY: SLH  
CHECKED BY: JBR  
DATE: 02/20/2018  
SCALE: 1" = 40'

SAND POINT BEACH PARK  
POND IMPROVEMENTS  
CITY OF PRIOR LAKE

GRADING PLAN

SHEET  
5  
OF  
12



WSB PROJECT NO.  
011127-000

SCALE:	DESIGN BY:
AS SHOWN	SLH
PLAN BY:	CHECK BY:
CKJ	JIN

[illegible]

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION  
 OR REPORT WAS PREPARED BY ME OR UNDER MY  
 DIRECT SUPERVISION AND THAT I AM A DAY  
 LICENSED PROFESSIONAL ENGINEER UNDER THE  
 LAWS OF THE STATE OF MINNESOTA.

\_\_\_\_\_  
 JACOB KOTHWALL, P.E.

DATE: 01/22/2018 I.C. NO. 01/19

AND POINT BEACH PARK  
POND IMPROVMENTS  
CITY OF PRIOR LAKE

EROSION CONTROL  
& LANDSCAPE  
RESTORATION  
PLAN

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SHEET  
8  
OF  
12

SHEET  
7  
OF  
12

MAGNETIC RECORDS DIVISION

[illegible]

**PLSLWD  
Education &  
Outreach Plan**

**2018**

*"Our mission is to manage and preserve the water resources of the Prior Lake-Spring Lake Watershed District to the best of our ability using input from our communities, sound engineering practices, and our ability to efficiently fund beneficial projects which transcend political jurisdictions."*

**Prepared By:  
Kathryn Keller-Miller,  
Outreach Specialist  
&  
Diane Lynch,  
District Administrator**

# PRIOR LAKE - SPRING LAKE

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## WATERSHED DISTRICT

### **Executive Summary**

The purpose of the Prior Lake-Spring Lake Watershed District's (PLSLWD) education and outreach program is to meet the requirements of the MS4 permit for the Prior Lake Outlet Channel (PLOC) and improve understanding of local water resources and practices among all stakeholders in the District.

In 2018, the education and outreach program will include coordinated efforts with the City of Prior Lake, Scott County Clean Water Education Program (SCWEP—managed by the Scott County Soil and Water Conservation District) and the Scott County Soil and Water Conservation District (SWCD) to continue a community-wide approach to develop an understanding of local water resource issues and outcomes, with special emphasis on flooding, runoff, phosphorus reduction, water conservation and illicit discharge.

### **Background and Overview**

The District will partner with the Scott Soil and Water Conservation District, SCWEP and the City of Prior Lake to help meet its education and outreach responsibilities as an MS4. The District's Citizen Advisory Committee, a group of 11 dedicated volunteers who meet monthly, will help implement the District's citizen engagement activities.

### **PLOC Outreach and Education**

In June 2014, PLSLWD experienced nearly \$1 million of damage to the Prior Lake Outlet Channel. Citizens in Prior Lake experienced flooding of their homes and lack of access to arterial streets and businesses. Local funds and those from the Federal Emergency Management Administration (FEMA) have paid for the removal of downed trees and the repair of damaged culverts. Work on the remaining two FEMA projects, the sediment delta removal and major bank erosion repair, will continue in 2018. PLSLWD will provide education and outreach to landowners living along the channel, including letters advising them of the repair work. The extensive cost of the bank erosion work is assisted through a temporary grant/loan from the Department of Natural Resources.

The PLOC Cooperators are considering major changes to the structure of the Memorandum of Agreement (MOA) which governs the management of the PLOC. If the Cooperators decide to change the MOA, PLSLWD will solicit public comment and send letters, factsheets, etc. to landowners along the channel, as necessary.

### **General Outreach and Education**

#### **Scott Clean Water Education Program (SCWEP)**

The District will continue to partner with the Scott Clean Water Education Program (SCWEP) to extend its education and outreach efforts. This program includes the following partners: Scott Watershed Management Organization, Vermillion River Watershed Joint Powers Board, Scott Soil and Water Conservation District (SWCD), Spring Lake Township, Credit River Township,

# **PRIOR LAKE – SPRING LAKE**

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## **WATERSHED DISTRICT**

Jackson Township, Louisville Township, Vermillion River Watershed Joint Powers Board and Scott County.

SCWEP's vision is that making clean water choices becomes "second nature" for people who live and work in Scott County. The key message SCWEP is promoting is, "Clean Water Starts with Me!" and will focus upon illicit discharge, natural borders and stormwater runoff. Audiences include: agriculture/rural landowners; urban and lakeshore residents; and community groups, schools and government.

SCWEP will conduct prairie and shoreline restoration workshops; promote cost-share programs; participate in events; and develop targeted outreach activities. SCWEP will be represented at community events; publish rack cards, fact sheets, brochures and newsletters; submit news articles and press releases; rotate the new Clean Water Display the Scott County Conservation Center and utilize social media to get its messages out.

The District will also participate in SCWEP's Scott County Outdoor Education Days. Staff will help run stations highlighting water and other important natural resources for 1,500 students from local schools.

### **Stormwater Outreach and Education**

Due to the 2014 flood, the District and the City of Prior Lake funded a Stormwater Management and Flood Mitigation Study, which began in February 2015 and was completed in December 2016. Besides updating the District's Hydraulic and Hydrologic model, the Study reviewed historical studies, created an outreach process that included key decision makers and the public in recommending flood mitigation strategies, analyzed those strategies using the new model and selected preferred alternatives. Two out of the three final recommendations have been implemented: the District revised its Outlet Control Structure Management Policy and Operating Procedures to make it easier for the District to open the low flow gate and the City completed its Flood Response Policy.

In 2018, the District will continue to implement the third recommendation identified in the Flood Study: acquiring upstream storage. Upstream storage holds water in the upper watershed on the land longer, delaying when the water reaches the lakes. The District will work with landowners to achieve this goal. Outreach will be targeted to landowners living near potential upstream storage areas. If an agreement with landowners for an upstream storage site is reached, the District may also write articles for the District website and press releases for the Prior Lake American and Scott County SCENE newspapers.

### **Clean Water Clean-Ups**

The District will continue to partner with the City of Prior Lake to host a spring and fall Clean Water Clean-Up. The clean-ups are a great way to engage volunteers, who help rake up leaves and remove buckthorn from City parks. Volunteers will be recruited through emails to past volunteers and notices on the District's and City's websites, Facebook and Twitter pages. The events will be publicized in the Prior Lake American and the Scott County SCENE.

# PRIOR LAKE - SPRING LAKE

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## WATERSHED DISTRICT

### **PLSLWD Boundary Signs**

The District will research, design and install PLSLWD boundary signs along roadways to mark district boundaries, similar to a “City Limits” sign. Riley Purgatory Bluff Creek and Minnehaha Creek Watershed District have similar signs along roadways marking their district boundaries.

### **PLSLWD Management Plan Updates**

In 2018, the District will begin the process of updating its Water Resources Management Plan, which must be completed by 2020. It is the District’s ten-year plan. Public input will be solicited throughout the process through a combination of public meetings and public comment periods. The District’s Citizens Advisory Committee (CAC) will also provide feedback and recommendations on management plan updates.

In addition, the District will prepare an amendment to its existing Water Resources Management Plan so that it may be eligible for a 2019 Clean Water grant for Upper Prior alum treatment.

### **Citizens Advisory Committee (CAC)**

The District will to engage its Citizens Advisory Committee to obtain feedback and recommendations for District programs and the District’s Water Resources Management Plan updates. The CAC will also help implement the District’s citizen engagement activities. Members from the CAC will continue to run the Water Quality Improvement Award to recognize the positive contributions of local citizens improving water quality.

### **Water Quality Improvement Award**

The CAC began sponsoring an annual Water Quality Improvement Award in 2016 to recognize residents who have implemented projects which improve water quality, such as rain gardens and shoreline buffers. In 2018, the CAC will again be awarding \$500 awards to four applicants. The CAC, assisted by District staff, will continue to conduct outreach to encourage people to apply for the award. The 2017 award winners were highlighted in a series of articles to showcase success stories and encourage people to apply for this year’s award.

### **Residential and Agricultural Cost Share**

In addition to SCWEP, the District will continue to contract with the SWCD to meet with landowners to promote rural and urban incentive and cost share programs and encourage their participation. The District will review and update the urban cost share program to make it consistent with the cost share docket. The District currently offers up to \$250 for rain gardens, shoreline restorations and buffers and \$50 for rain barrels. It offers up to 50% of the cost for water pump installation to use lake water to irrigate shoreline properties. A factsheet will be compiled highlighting the District’s urban cost share program.

# **PRIOR LAKE - SPRING LAKE**

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## **WATERSHED DISTRICT**

For residential incentive programs, PLSLWD will promote citizen participation in the SCWEP raingarden and shoreline restoration workshops as well as District cost share programs. The District will encourage public official and community leaders, including the PLSLWD Board of Managers, City Council members, Mayors and lake association board members to install water quality projects and become ambassadors and spokespersons. Community contacts could work to recruit a group of neighbors to get together and each install water quality projects on their own properties. Outreach could target certain neighborhoods to encourage a group of neighbors to install projects.

In rural areas, the District will provide construction incentive payments for filter strips, wetland restoration, well decommissioning, water and sediment control basins (WASCOB) and other stormwater management best management practices (BMP). The District will review and approve Conservation Practice Payment Dockets each year, which define practices, payments and evaluation tools.

The District will also partner with the SWCD to continue its staff support of the Farmer-led Council (FLC). Agricultural lands make up a majority of the landscape in the Spring Lake and Upper Prior Lake watersheds. The role of the FLC is to develop and guide the implementation of strategies that the District will use to accomplish agriculture's share of nutrient reduction goals. It will:

- Inform decision-makers and the public about soil and water conservation opportunities
- Identify base level and site-tailored practices that are available and needed
- Define the best approach for engaging with and assisting farmers to implement practices
- Establish a schedule with reasonable milestones and timelines for progress
- Identify potential barriers to implementation, along with tools and resources needed to overcome them

### **Projects**

#### **Spring Lake Parcel**

In March 2013, the District acquired a piece of land along the north side of Spring Lake that was previously owned by Spring Lake Township. The property is roughly 0.25 acres, includes about 350 feet of shoreline and was purchased for use as a shoreline demonstration site. Restoration was completed in 2016 through a grant with Great River Greening and two interpretive signs were installed in 2017. Small signs identifying native plants may be installed in 2018.

#### **Raymond Park**

In 2016, the District received a Conservation Legacy Partners grant from the MN DNR. In 2017, the restoration of the four acres of shoreline and upland area of the City of Prior Lake's Raymond Park was substantially completed and will serve as a demonstration site for shoreline restoration. The project partners are the City of Prior Lake, Spring Lake Township and Great River Greening. The restoration includes: a beach restoration; converting grass to low-maintenance turf; an oak savanna

# PRIOR LAKE - SPRING LAKE

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## WATERSHED DISTRICT

restoration and a shoreline restoration. In 2018, any remaining work will wrap up and Great River Greening will conduct maintenance activities. Educational interpretative signs will be designed and installed at the Park.

### **Sand Point Beach Park**

As its final Lower Prior Lake Protection Implementation Project, the District and the City will excavate and expand two pre-treatment basins. During peak rain events, stormwater will be diverted from these basins to a large iron-enhanced sand filter which will remove additional phosphorus before being sent to Lower Prior Lake. In addition, the District plans on applying for a CWP grant to prepare and seed nearby upland slopes with prairie grasses. Mailings to nearby residents and education interpretative signs will be designed and installed at the Park.

### **Project Interpretative Signs**

Interpretative signs will be designed and installed at several recently completed projects, including Indian Ridge Park and Fairlawn Shores as well as for the new project, Sand Point Beach Park. Additionally, small native plant identification signs, designed by an intern last summer, will be ordered and installed at the 12/17 wetland restoration site. In addition, the large project sign on the 12/17 wetland will be moved to make it easier to be seen by motorists driving on highways 12 and 17.

### **Project Outreach**

Staff will conduct literature drops to residents residing near PLSLWD construction projects. If necessary, letters may also be sent to the residents. The District will provide information on these projects through social media, the District website, meetings/articles for lake associations and press releases to the Prior Lake American and the Scott County SCENE.

### **District Tours**

District staff will organize 1-2 District tours in 2018. Possible focuses of District tours include highlighting district projects or examples of residential water quality projects.

### **Conservation Easements**

The District has nearly 40 conservation easements with over 150 landowners which are inspected annually. In the spring, landowners receive an annual newsletter and reminder letters to remedy any issues if violations were present. Landowners also receive a pre-inspection letter prior to the annual site visit and a post-inspection letter noting the inspection findings, including any violations. Landowners are encouraged to join staff on site visits if they are interested. In 2018, staff will continue to follow-up and work with landowners to fix the violations.

### **Marketing**

# PRIOR LAKE – SPRING LAKE

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## WATERSHED DISTRICT

The District's education and outreach program anticipates a variety of passive and active marketing techniques to reach out to various stakeholders in the watershed. Some potential activities include:

- Participation at Lakefront Days, potentially including a rain barrel giveaway
- Speaking at the Prior Lake and Spring Lake Associations' annual meetings
- Targeted mailings, especially regarding project updates and cost share programs
- Publishing fact sheets/rack cards, banners, newsletters and articles
- Submitting news articles and press releases to the Prior Lake American newspaper and the Scott County SCENE, as well as a regular guest column in the Prior Lake American
- Posting articles and information on the District's website and social media
- Soliciting input from the public, CAC members, PLOC Technical Advisory Committee (TAC) and PLOC Cooperators

The District will work to maintain partnerships with other jurisdictions and interest groups that share the District's goals, including:

- |  |  |
|--|--|
| ➤ Prior Lake Association                       | ➤ Spring Lake Township                           |
| ➤ Spring Lake Association                      | ➤ Sand Creek Township                            |
| ➤ City of Prior Lake                           | ➤ Scott Soil and Water Conservation District     |
| ➤ City of Savage                               | ➤ Scott County                                   |
| ➤ City of Shakopee                             | ➤ Scott County Watershed Management Organization |
| ➤ Minnesota Association of Watershed Districts |  |
| ➤ Shakopee Mdewakanton Sioux Community         |  |

### Website and Social Media

The District will continue to share a variety of information including District news, project updates, news; articles covering water and conservation related topics; and related conservation news on its website and social media. Article topics could include highlighting success stories, project updates, District events & workshops. Trivia Tuesday, a weekly trivia question posted on social media was started in 2017 and will be continued this year. Staff will work obtain website traffic information to better tailor outreach information.

The District will also work to create an "Am I in the Watershed?" map on the District website which citizens can put in their address and find out if their property is located within the District. This will also help residents know if they are qualified for the Water Quality Improvement Award.

### Budget

In 2018, the budget for MS4 activities is \$12,000; \$3,600 for the CAC; and \$9,500 for project educational signs and a location map. In addition, the District budgeted \$58,000 for residential

# PRIOR LAKE - SPRING LAKE

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## WATERSHED DISTRICT

and agricultural cost share incentives and \$50,000 for the Farmer-led Council, which includes money for FLC sponsored cost share. Note: Budget numbers do not include staff time.

### **Outcomes & Evaluation**

The desired outcome for 2018 education and outreach is to improve understanding of local water resources and practices among all stakeholders in the District; this strategic goal will be evaluated mostly by compliance with the MS4 permit. A large part of the Storm Water Pollution Prevention Program (SWPPP), a component of the MS4 permit, requires identification and documentation of BMPs undertaken to reduce the discharge of pollutants from the MS4 to the maximum extent practicable. Metrics used to measure the impact of marketing strategies include:

- Number of participants at a specific District hosted event or workshop
- Number of direct mailings, brochures, and newsletters distributed
- Number of submitted press releases and published articles

To maintain compliance with the MS4 permit, District staff will continue to record and quantify the above metrics which help illustrate the success or benefit of each BMP.



### What is the Resilient Communities Project?

The Resilient Communities Project (RCP) is a cross-disciplinary program at the University of Minnesota whose mission is to connect communities in Minnesota with University faculty and students to advance local sustainability and resilience through collaborative, course-based projects. Ultimately, RCP strives to

- build local capacity to address community sustainability and resilience issues
- train students to be future sustainability practitioners in their fields
- produce case studies, tool kits, and other resources that advance sustainability and resilience practice at the community scale

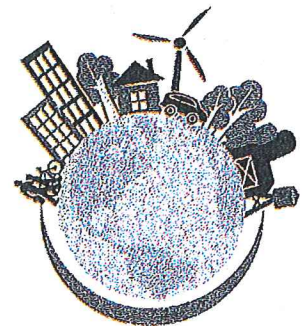
### How does RCP work?

Each academic year, RCP selects a partner community (typically a city, county, or tribal government) through a competitive process. RCP collaborates with the selected community to identify between 5 and 30 projects—based on community-identified environmental, social, and economic issues and needs—that will advance local sustainability and resilience. Then, RCP serves as a matchmaker, strategically connecting the community's projects with existing U of MN courses that can provide appropriate research or technical assistance.

Staff and stakeholders from our partner communities work closely with faculty and students to provide local knowledge and deeper insight into the issues, ensuring the work students undertake is relevant to the community context. Outcomes from each University course are documented in a final report and presentation at the conclusion of the semester. Project results are shared with the community, and disseminated through RCP's website for use by other communities.

### What are the benefits to communities of collaborating with RCP?

- Efficient access to thousands of hours of student research and technical assistance from any academic department at the U of MN
- An infusion of energy and creativity to spark innovation and get "stuck" projects moving forward
- Opportunities to test new ideas and make data-driven decisions
- Visibility as a leader in advancing sustainability and resilience in Minnesota
- Opportunities to network with young professionals entering the workforce



### For more information:

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### Resilient Communities Project

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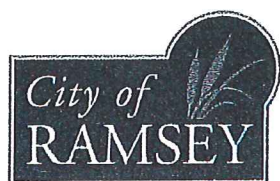
rcp@umn.edu  
www.rcp.umn.edu

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 RCPumn

Resilient Communities Project  
UNIVERSITY OF MINNESOTA  
Driven to Discover™



## RCP-RAMSEY PROJECTS, 2017-2018



For the 2017-2018 academic year, RCP is collaborating with the City of Ramsey on 20 projects that will engage dozens of U of MN courses and

hundreds of students to provide information, ideas, and new perspectives on locally identified sustainability and resilience issues.

### Community Identity and Engagement

#### Every Voice Matters

*Resident Engagement and Volunteerism Plan*

#### A Gathering Place for Community

*Community Center Plan*

#### Sustaining Our Legacy

*Historic Town Hall Plan*

#### Creating Community Identity

*Branding and Marketing Plan*

### Land Use and Transportation

#### Highway 10: A Community and Regional Focal Point

*U.S. Highway 10 Corridor Plan*

#### Connecting Ramsey

*City-Wide Greenway Plan*

#### A Gathering Within: An Attraction Beyond

*The COR Development Plan Update*

#### Paying for Future Infrastructure Needs

*Development Fee Study*

### Environmental Stewardship

#### Integrating Resources into Our Future

*Natural Resources Management and Outreach Plan*

#### Preventing Flood Damage and Disaster

*Floodplain Communications Plan*

#### Reduce Waste, Reuse Resources

*Organics Recycling Plan*

#### Clean Water, Clean Soil

*Septic System Communications Plan*

#### Will the Faucet Turn On?

*Water Conservation Toolkit*

#### Restoring Our Edge

*Mississippi Shoreline Plan*

### Housing and Economic Development

#### Encouraging Small Business Growth and Expansion

*Business Incubator Plan*

#### Creating Housing Opportunities for All Generations

*Housing Plan*

#### Creating Destination

*Retail Market Analysis*

### Administration

#### Protecting Our Investments

*Asset Management Plan*

#### Sustaining Our Team

*Employee Development Plan*

#### Employee Benefits for the Next Generation

*Employee Benefits Plan*

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Photos by Steve Schnelder, Mike Greco, and Barrett Colombo.

RCP is a program of the University of Minnesota's Center for Urban and Regional Affairs (CURA).

The University of Minnesota is an equal opportunity educator and employer.

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Printed on recycled and recyclable paper with at least 10 percent postconsumer waste material.

## 5. Diversifying Ag Land with Perennial Crops

### How will the student work be used:

Students can help frame the challenge by identifying policy and practical considerations, and opportunities. Interviewing those participating in the Working Lands project will not only provide the Scott WMO with valuable insights, but will also encourage that effort to take a broader view. Interviews with producer groups and local farmers will identify Scott County specific opportunities and constraints. Research into what other local units of government have tried will also identify opportunities as well as barriers.

The Scott WMO, and its partners will use this information to revise its Conservation Financial Assistance Program to promote perennial crops. This may include adding additional cost share or incentives, changing its outreach messaging, providing “insurance” to help cover the farmer’s risk, or assistance with market development.

### Existing Plans & Reports:

- ☐ Working Land Watershed Restoration Program, Interim Report to the Minnesota Legislature. BWSR October 15, 2017.
- ☐ Social Science-Based Evaluation of Scott County’s Technical Assistance and Cost Share Program. Pradhananga and Davenport. University of Minnesota, Center for Changing Landscapes. June 29, 2017.
- ☐ 2018 Conservation Practice Financial Assistance Program Policy Manual, Scott SWCD

### Stakeholders and partners:

- ☐ Scott Soil and Water Conservation District
- ☐ Prior Lake – Spring Lake Watershed District
- ☐ Scott County Farmers
- ☐ Board of Water and Soil Resources
- ☐ Producer Groups (Minnesota Apple and Grape Producers, etc.)

Resilience Impacts:

☐ Economic

☐ Environmental

☐ Social

## 4. Diversifying Ag Land with Perennial Crops

**Project Lead:** Paul Nelson, Co. Natural Resources Manager, (952) 496-8054, [pnelson@co.scott.mn.us](mailto:pnelson@co.scott.mn.us)

**Description:** Increasing amounts of rainfall are negatively impacting water resources, and the Scott Watershed Management Organization (Scott WMO) is adopting a goal to build resiliency as part of its next Plan. One of the potential resiliency building strategies is to increase the amount land in perennial crops. Land in the watershed is roughly 50 percent agricultural with most of it being in row crops. Agriculture can be made more sustainable by transitioning annual agricultural systems to perennials. Annual farming leaves fields fallow in between growing seasons and offers less root mass throughout the growth cycle. This leaves fields vulnerable to wind and water erosion. This erosion destroys topsoil which then pressures microbial and plant populations. Perennial plants develop much greater root mass and protect the soil year-round. Additional benefits of conversion to perennials includes reduced chemical runoff, reduced fossil fuel usage, and diversification of the local farm economy.

In 2016, the Minnesota Legislature directed the Board of Water and Soil Resources (BWSR) to prepare a plan

and feasibility study for a Working Lands Watershed Restoration Program. Information generated by BWSR and its partners will be valuable to the Scott WMO.

However, their effort is directed at biofuels in the context of state and federal programs. Scott WMO believes that perennial food crops can also be promoted adjacent to the Twin Cities Metropolitan Area, and it wonders what it can do at a local watershed level. The Scott WMO together with its partners already has a successful program that has enabled hundreds of conservation practices on farmland including some that provide perennial cover such as native prairie plantings and cover crops. However, it feels that efforts can be made even more successful, and resilient over the long term if the living cover practices it promotes also have an economic return for the farmer.

### **Issues or Questions to Address:**

- ☐ What is the future market demand for various perennial crops grown in Minnesota?
- ☐ What new perennial food crops are on the horizon?
- ☐ What are the barriers to increased adoption?
- ☐ Is there a local public role in promoting?
- ☐ How have other county or regional governments encouraged the diversification of ag land with perennial crops?

# PRIOR LAKE - SPRING LAKE

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## WATERSHED DISTRICT

February 13, 2018

Resilient Communities Project  
Attn: Mike Greco, Program Manager  
University of Minnesota  
330 Hubert H. Humphrey Center  
301 19<sup>th</sup> Avenue South  
Minneapolis, MN 55455

Dear Mr. Greco:

The Prior Lake-Spring Lake Watershed District supports Scott County's Diversifying Ag Land with Perennial Crops proposal to the University of Minnesota's Resilient Communities Project 2019-2020 academic year Request for Proposal.

Studies completed by the District show that nutrients enter its lakes with rain and snowmelt runoff from both urban and rural lands. One of the major goals of the District is to reduce nutrient loading from all sources. To help achieve that goal, the District partnered with the Scott County Soil and Water Conservation District to build a Farmer-led Council to develop and guide the implementation of strategies to help meet water quality goals. One of those strategies promotes the use of Cover Crops to help increase productivity and profitability while at the same time improving stormwater retention and the water quality of agricultural runoff. The goal of Scott County's "Diversifying Ag Land with Perennial Crops" proposal recognizes that perennial crops can also help achieve similar goals in the watershed.

The District believes that the student project will identify the challenges and opportunities to increase perennial crops in Scott County. Student's work will provide the District with valuable insight into what can be done to empower farmers to make the switch to perennial cover crops. This insight will be used to revise programs and policies, which will enable the District and its partners to explore ways to help support the growth of a perennial agricultural within Scott County.

Sincerely,

Fred Corrigan  
Chair, PLSLWD Board of Managers

# PRIOR LAKE – SPRING LAKE

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## WATERSHED DISTRICT

### REGULAR MEETING MINUTES

*Tuesday, January 9, 2018*

*Prior Lake City Hall*

*6:00 PM*

Members Present:

Curt Hennes, Charlie Howley, Marianne Breitbach, Fred Corrigan  
& Woody Spitzmueller

Staff & Consultants Present:

Diane Lynch, District Administrator  
Maggie Karschnia, Water Resources Project Manager  
Jaime Rockney, Water Resource Specialist  
Carl Almer, EOR, District Engineer

Others Present:

Steve Pany, CAC  
Mary Peterson, BWSR  
Pete Young, City of Prior Lake

- **CALL TO ORDER/PLEDGE OF ALLEGIANCE:** Meeting called to order by President Corrigan at 6:08 PM.
- **2.0 PUBLIC COMMENT:** None
- **3.0 APPROVAL OF AGENDA:**  
Manager Hennes moved to approve the agenda. Second by Manager Breitbach. All ayes. Motion passed 5-0.

### OTHER OLD/NEW BUSINESS

- **4.1 MANAGER PRESENTATIONS:**  
Managers presented on liaison meetings they have attended and/or other events in the District they have participated in.
- **4.2 PROGRAMS AND PROJECTS UPDATE:**  
Staff gave updates on ongoing District projects and activities.
- **4.3 SAND POINT BEACH PARK UPDATE**  
Maggie Karschnia and Pete Young gave an update on project plans, updates and next steps.

- **4.4 UPPER PRIOR CARP SEINING UPDATE**

Maggie Karschnia gave an update on the seining event on Upper Prior Lake.

- **4.5 PERMIT #18.01 MnDOT HWY 13 PROJECT**

Maggie Karschnia presented this permit application giving recommendations and required actions. Manager Hennes moved to approve Permit #18.01. Second by Manager Breitbach. All ayes. Motion passed 5-0.

- **4.6 SCHEDULE OF 2018 REGULAR BOARD MEETINGS**

Manager Breitbach moved to approve the 2018 Board Meeting schedule. Second by Manager Spitzmueller. All ayes. Motion passed 5-0.

- **4.7 SCHEDULE FOR 2018 CITIZEN ADVISORY COMMITTEE MEETINGS**

Manager Spitzmueller moved to approve the 2018 Citizen Advisory Committee meeting schedule. Second by Manager Breitbach. All ayes. Motion passed 5-0.

- **4.8 2018 DISTRICT BANK**

Manager Breitbach moved to approve Klein Bank as the District Depository Bank. Second by Manager Spitzmueller. All ayes. Motion passed 5-0.

- **4.9 2018 DISTRICT NEWSPAPER**

Manager Spitzmueller moved to approve the Prior Lake American as the District newspaper. Second by Manager Hennes. All ayes. Motion passed 5-0.

- **4.10A AMEND THE 2018 DISTRICT LIASONS ASSIGNMENTS TO INCLUDE METRO MAWD**

Manager Breitbach moved to approve adding Metro MAWD meetings to the District Liaison list of meetings. Second by Manager Howley. Motion passed 4-1. Manager Hennes voted nay.

- **4.10B DISTRICT LIASON ASSIGNMENTS (AS AMENDED)**

Manager Spitzmueller moved to approve the amended District Liaison assignments. Second by Manager Howley. Motion passed 4-1. Manager Hennes voted nay.

- **5.0 APPROVAL OF CONSENT AGENDA**

Manager Spitzmueller voted to approve the consent agenda. Second by Manager Breitbach. All ayes. Motion passed 5-0.

**6.1 CLAIMS LIST**

Manager Spitzmueller moved to approve the claims list. Second by Manager Hennes. All ayes. Motion passed 5-0.

- **6.2, 6.3 & 6.4 CASH & INVESTMENTS/FINANCIAL REPORT**

Woody Spitzmueller gave an overview of the District's cash position & spending.

- **7.0 UPCOMING MEETINGS/EVENTS**

- CAC Meeting, Thursday, January 25 from 6:30-8:00 PM, Prior Lake City Hall

**ADJOURNMENT**

Manager Breitbach moved to adjourn meeting. Second by Manager Spitzmueller. All ayes. Motion passed 5-0. Meeting adjourned.

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Charlie Howley, Secretary

# PRIOR LAKE – SPRING LAKE

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## WATERSHED DISTRICT

### **WORKSHOP MEETING MINUTES**

*Tuesday, January 9, 2018*

*Prior Lake City Hall*

Members Present: Curt Hennes, Woody Spitzmueller, Charlie Howley, Fred Corrigan & Marianne Breitbach

Staff Present: Diane Lynch, Maggie Karschnia, Kathryn Keller-Miller and Jaime Rockney

Others Present: Dave Beer, Scott County; Jim Fitzsimmons, Scott SWCD; Annette Thompson, Prior Lake City Council and Mary Peterson, BWSR

The meeting was called to order by Fred Corrigan, Board President, at 4:30 p.m.

#### **Water Resources Management Plan Update Strategy**

Mary Peterson, Board Conservationist, BWSR, discussed the process of updating the District's Plan, due in 2020. Some key points include:

- Be realistic on priorities
- Think about water resources first
- If it's in our plan, it's a mandate to the cities
- Follow Chapter 8410, which was revised in July 2015

The meeting adjourned at 5:55 p.m.

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Charlie Howley, Secretary

# PRIOR LAKE – SPRING LAKE

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## WATERSHED DISTRICT

### Prior Lake-Spring Lake Watershed District

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#### Citizen Advisory Committee

Thursday January 25, 2018

6:30 p.m.

Prior Lake City Hall

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Our mission is to manage and preserve the water resources of the Prior Lake-Spring Lake Watershed District to the best of our ability using input from our communities, sound engineering practices, and our ability to efficiently fund beneficial projects which transcend political jurisdictions.

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The Prior Lake-Spring Lake Watershed District Citizen Advisory Committee (CAC) consists of residents who provide input and recommendations to the Board on projects, reports, prioritization and act as the primary interface for the Board to address the current issues of concern of the local citizens

**CAC Members present:** Steve Pany, Roger Wahl, Jim Goodchild, Jodi See, Liz Schramm and Adam Fitzpatrick

**Others present:** Curt Hennes, District Manager; Kathryn Keller-Miller, Water Resources Assistant

- I. Meeting called to order 6:33 PM – Chair Steve Pany
- II. Agenda-additions-Approval of Agenda & Sept. meeting minutes.
- III. Watershed District Projects update / Discussion topics:
  1. 2018 Officers for CAC. Consensus was to keep the same officers as 2017
  2. Contractors/Consultants for the watershed - services and RFP processes
    - i. The process to hire contractors and consultants is to send out RFPs, respondents send back their information, Diane and the board review them and interview if needed.
    - ii. The watershed typically hires 4 consultant groups every two years:
      1. Attorney (only Smith Partners applied)
      2. Accounting firm (2)(Stayed with Messerli and Shadow)
      3. Auditing (interviewed 3 and stayed with Abdo, Eick & Meyers)
      4. Engineering firm (9)(Stayed with EOR)
    - iii. There also is a pool of about 10 engineering firms used for various work with different expertise the District can rely upon.
    - iv. In addition, WSB & Associates is the district's carp management consultant.
    - v. Other companies are hired as needed for specific project work-- as the FEMA sediment and bank erosion project. Great River Greening was hired for the work done on two restoration projects.
    - vi. Most of the billing is hourly with the exception of the auditing project. All bills are reviewed by Diane and the board. District staff gives input on the EOR bills with regard to what project the work went towards as well as for Smith Partners.
  3. Seining results Arctic Lake
    - i. Tony of WSB estimated that 3,730 pounds or 3000 carp were removed from Arctic Lake representing 85% of the population. Many were on the smaller side, 146 were in the large (greater than 16 inches) category the rest were 10-16 inches.
    - ii. Arctic Lake is believed to be a carp nursery. Currently there is a carp barrier preventing movement between Arctic and Crystal (Mud) Bay on Upper Prior Lake.
  4. Seining results Upper Prior
    - i. January 18<sup>th</sup> WSB coordinated the efforts by Geyer Commercial Fishing to seine 35,000 pounds (17 tons) of carp in Upper Prior Lake near the Knotty Oar Marina. Approximately 3,000 carp were removed, estimated to be just under 20% of the population; an estimated 17,000 carp (approximately 200,000 lbs.) are still in the lake.

- ii. Two semi-trucks outfitted with water tanks to keep them alive took the carp to fish markets: one in New York and then game lakes in the southern states where carp are prized by fishermen.
  - iii. Four radio-tagged carp were caught and two more were implanted with tags. All six were returned to Upper Prior for continued monitoring. The battery life of the radio tags is about 2-3 years. Some of the 20 that were tagged previously are no longer functioning or the carp died.
  - iv. If the carp group together again later this winter, another seine will be conducted on Upper Prior in the continued effort to reach a manageable level (100 KG per hectare).
  - v. Some game fish were caught and released but we don't have the figures on those.
  - vi. For more information, visit the Carp Management page on the district website and Facebook page.
- 5. Seining in additional locations in Upper Prior
  - i. To conduct seining in additional locations in Upper Prior Lake, the floor of the lake must be mapped to locate obstacles. The DNR is responsible for this.
  - ii. In previous years a "Dive the Lake" event was held in early June with divers removing objects. Could this be done again or is it possible the Lake Association or volunteers would remove obstacles from the lake to facilitate additional seining? Curt will ask Woody to talk to the Lake Association.
  - iii. Kathryn was asked if we are doing carp management on other bodies of water. She said the grants we have are for Spring and Prior Lakes only. These grants are terminating in June and we are applying for others.
- 6. GreenStep Cities membership for City of Prior Lake, reply from City of PL
  - i. We received an email with this information but couldn't recall the details. We will review the email and discuss this in our February meeting.
  - ii. Note, after the meeting I found the email and the contents are follows:  
*From Casey McCabe Community Development Director for the city of Prior Lake. "The City has discussed the program. The City of PL identified this in the 2040 Vision & Strategic Plan as a Natural Resources goal, which was, "Evaluate grant opportunities and position the City to be the most competitive including evaluation of the GreenStep Cities program." That said, the city has not taken any official action to become a GreenStep City. Although Prior Lake may already be meeting many of the recommended best practices, I think the city would need to understand the ongoing staffing needs for monitoring and reporting."*
  - iii. It was reported that the Lave Savers recommendation for lake aeration is not effective on larger bodies of water
- 7. 12/17 wetland pond study results.
  - i. The experiment studied the effect of blue gill sunfish on carp. The sunfish are thought to eat carp eggs.
  - ii. Josh finished gathering the data but is still tabulating it. Anecdotally, it looks like the blue gills do impact/eat carp eggs. The intent is to get to the point where we can say what blue gill stocking levels are necessary to manage carp levels.
- 8. Flood prevention with regard to water retention.
  - i. Looked at the watershed map for possible storage areas: Sutton Lake area; Swamp Lake, south side of Spring Lake. Noted that the flood study information can be found on the website.
- 9. State of Water Conference in April 2018. Who can attend? It is being held at Breezy Point this year. Steve will send a link. Let him know if you want to attend.
- 10. Citizen engagement going forward. Kathryn Keller-Miller.
  - i. Kathryn said the district is continuing much of the same promotional communication about the District's efforts as in 2017: having District project updates published in the newspapers, on the website and on the Facebook page. She said they are working on getting a regular column in the paper. In addition there are the workshops for

raingardens, native plantings, and shoreline restoration. She said to take this a step further would be to get a neighborhood to do a workshop or project together to really engage them as a group in water conservation efforts.

- ii. Steve is looking for design and content ideas for a CAC business card. The card would be handed out to encourage new members to join.
- iii. 501C organizations, such as a lake association, can raise money for projects. Curt will contact Woody to bring it up at the Prior Lake Association. Contact for more information can be found at [mnfundraising@delewarenorth.com](mailto:mnfundraising@delewarenorth.com) or phone number 612-659-3983.

11. Water Quality Improvement Award

- i. The award presentation event was published on the District website and on Twitter.

12. CAC to advise/comment with feedback on the future district management plan

13. Comments:

- i. Curt was asked about interviews for open watershed district manager positions and he said they had 5 interviews for Marianne's position. The district manager term length is two years.
- ii. Feb. 28/March 1 Aquatic Invaders Summit III at the Earle Brown Heritage Center in Minneapolis, Minnesota, is a Best Management Practice towards preventing the spread of aquatic invasive species in Minnesota's waters. \$259 total for a group of 3 or more. Adam suggested signing up for 3 or more attendees for streaming it online in one of the meeting rooms at City Hall. CAC members, district managers and employees could attend parts or all of it.
- iii. Adam is attending the Road Salt Symposium on February 8, 2018 |
- iv. The managers meeting minutes through December 2017 are on the website.
- v. The District's phone answering system was updated and is more user friendly.
- vi. Steve promoted the 4 day Polar Palapalooza being sponsored by the Chamber of Commerce and the city of Prior Lake.
- vii. The alum treatment on Spring Lake is planned for the end of April or early May.

14. Next meeting is February 22

IV. Meeting adjourned at 7:55 PM

2/13/2018

**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 Manager per diems have already been paid via ADP.

After the managers vote, two Managers will sign checks within three days of the meeting for approve claims.

Then, staff will US mail checks (written on the Klein Bank) to the claims list parties.

Staff will request that all vendors provide information on their invoices to fit into the categories below

UPDATED 2/8/2018

Vendor	Invoice	Description	Amount
<b>1. Watershed District Projects (excluding staff payroll)</b>			
EOR	00758-0017	District Monitoring Program	968.00
EOR	00758-0017	General Engineering	205.00
EOR	00758-0096	Lower Prior Protection CWP Implementation	166.75
EOR	00758-0017	Storage & Infiltration	3,190.50
EOR	00758-0017	FeCl Site & Desilt Pond Monitoring	272.25
EOR	00758-0018	District Plan Update	2,132.00
Freshwater Society	565	Road Salt Symposium Sponsorship	500.00
Gopher State One Call	8001276	Annual Fee	51.65
RMB	371241	Water Analysis	420.00
Scott County Treasurer	21593	Annual Audit Assistance	190.00
Scott SWCD	2017-101	4th Quarter 2017	29,766.75
Smith Partners	39434	Water Resource Plan	1,178.28
WSB	003032-010 27	Common Carp Project	913.00
WSB	003032-010 26	Common Carp Project	2,171.00
WSB	011235-000 1	FeCl Weir Fish Barrier	7,373.85
WSB	003032-040 9	Drum Barrier	406.50
WSB	003032-040 8	Drum Barrier	220.50
WSB	003032-010 27	Common Carp Project	913.00
Xcel Energy	578433413	January	11.95
			<b>51,050.98</b>
<b>2. Outlet Channel - JPA/MOA (excluding staff payroll)</b>			
EOR	00758-0113	PLOC Monitoring Assistance	574.75
EOR	00758-0111	FEMA Bank Erosion	1,517.42
EOR	00758-0113	MOA Alternatives Assessment	246.00
EOR	00758-0037	MOA Engineering Assistance	123.00
EOR	00758-0102	FEMA Segment 5 Sediment Removal	2,699.18
EOR	00758-0038	PLOC Engineering Assistance	4,710.44
Smith Partners	39435	PLOC	131.07
Messerli & Schadow		January	291.25
			<b>10,293.11</b>
<b>3. Payroll, Office and Overhead</b>			
ADP Manager Per Diems		Already Paid	1,374.04
ADP Staff Payroll		Already Paid	15,643.06
ADP Taxes & Benefits		Already Paid	11,205.78
Connexus Credit Union		Health Savings Account	115.38
H SA Bank		Health Savings Account	115.38
Iceberg Web Design	22683	Website Hosting	29.99
Messerli & Schadow		January	1,570.00
Northland Securities	5233	Annual Continuing Disclosure Report	435.00
Smith Partners	39433	General Admin & Legal Service	327.45
			<b>30,816.08</b>
<b>4. Debt repayment and Interest</b>			
Northland Trust Services		Principal	
Northland Trust Services		Interest	
			<b>0.00</b>
<b>TOTAL</b>			<b>92,160.17</b>

Larry E. Messerli, CPA  
Chris M. Schadow, CPA

Andrea R. Kulig, CPA



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Minneapolis, MN 55435  
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chris@messerli-schadow.com

January 25, 2018

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

Board of Managers:

I am writing at the request of District Administrator Diane Lynch 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 \$46,796 from the Capital Projects fund to the JPA/MOA group of funds as explained below:

This is the District's commitment to the JPA/MOA agreement for 2018. The District's portion of the 2018 budgeted costs was \$174,843. However, there were unexpended funds from 2017 of \$128,047, so the net amount of \$46,796 is transferred to the JPA/MOA group of funds to fulfill the District's obligation to that agreement.

Respectfully Submitted,

Chris Schadow  
District Accountant

# PRIOR LAKE - SPRING LAKE

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## WATERSHED DISTRICT

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### MEMORANDUM

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**TO:** PLSLWD BOARD OF MANAGERS  
**FROM:** MAGGIE KARSCHNIA, WATER RESOURCES PROJECT MANAGER  
**SUBJECT:** PERMIT FEE SCHEDULE  
**DATE:** FEBRUARY 7, 2018

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First approved in a resolution in 2005, it has been over 12 years since the Board of Managers last reviewed the permit fee schedule. Staff is providing information in this memo to assist the Board in considering any revisions or updates it may want to do to the permit fee schedule in the coming year. The fee schedule lives outside of the District Rules as an independent document so that it can be updated more frequently, as needed.

#### BACKGROUND

When the PLSLWD first began administering permits, the Board of Managers determined that it is in the public interest to require applicants to pay the cost of administering, reviewing, and inspecting permit applications rather than using the District's annual administrative levy for such purposes. The PLSLWD collects two types of permit fees for projects:

**Permit Fee Deposits:** The Permit Fee Deposit (PFD) is due at the time that the permit application is submitted. The PFD includes a \$10 application fee and an amount held in escrow to be used for the actual costs of permit review, field inspections, monitoring and related expenses. *Note: In accordance with Rule K, PFDs are not charged to government agencies.*

**Permit Securities:** A Permit Security is a cash security or an irrevocable renewable letter of credit to ensure completion of the permitted activity in accordance with the permit and the rules of the District. The Permit Security is due following Board approval of the application, prior to permit issuance, and can vary in amount based on project activities. *Note: In accordance with Rule L, Permit Securities are required from the contractors of government agencies.*

In Resolution 05-196, the Board adopted a new permit fee deposit and security approach for 2005. In Resolution 05-203 the Board continued to establish an annual fee schedule by approving the permit fee deposit and security approach for 2006. The permit fee schedule has not been updated since.

#### CURRENT PERMIT FEE SCHEDULE

The following table presents the Permit Fee Deposit & Permit Security amounts adopted by the Board of Managers in 2005. Fees are cumulative based on each applicable category.

**PERMIT FEE DEPOSITS:**

Activity	Permit Fee Deposit (2005)
Grading or Alteration:	\$500 - \$2,000
<i>Less than one acre</i>	
<i>1.0 – 4.9 acres</i>	
<i>5.0 – 19.9 acres</i>	
<i>20 or more acres</i>	
Projects with Wetland or Floodplain Areas	\$1,000
Bridge or Culvert Crossing of a Waterbody or Ditch	\$1,500 (per crossing)
Drainage Alterations	\$1,500

**PERMIT SECURITIES:**

Activity	Amount of Security (2005)
1. Site development/grading	\$1,000/acre
2. Construction of a public ditch or waterbody crossing, including a crossing of the Prior Lake Outlet Channel	<ul style="list-style-type: none"> <li>• \$2,000 for single-lane crossing</li> <li>• \$5,000 for 2 or more lanes</li> </ul>
3. Construction activity or grading within 100 feet of the Prior Lake Outlet Channel or any public ditch	<ul style="list-style-type: none"> <li>• \$3,000 for a parallel distance &lt; 500 ft.</li> <li>• \$5,000 for a parallel distance of 500+ feet</li> </ul>
4. Stormwater management facilities (ponds, outlets, infiltration basins, rain gardens, etc.)*	125% of estimated construction costs

**PERMIT FEE SCHEDULE COMPARISONS**

Permit fees amounts vary between different watershed districts, as they all have differing rules and focuses. It is hard to compare fee amounts, but in an effort to provide a frame of reference, the following are a list of fee schedules by differing watershed districts in the metro:

**PERMIT FEE DEPOSITS:**

Watershed District	Activity	Permit Fee Deposit
<b>Ramsey-Washington</b>	Application Fee	\$500
	Erosion & Sediment Control	\$2,000/acre
	Stormwater Management + Erosion & Sediment Control	\$5,000/acre
<b>Rice Creek</b>	Erosion Control	\$100-500
	Stormwater Management	\$1,000 - \$10,000
	Wetland Alteration	\$250 - \$5,250
	Bridge, Culverts & Crossings	\$500
	Drainage Systems	\$500
<b>Nine Mile Creek</b>	Erosion & Sediment Control	\$50
	Stormwater Management	\$250
	Subdivisions:	\$750 - \$1,500
<b>Coon Creek</b>	Application Fee	\$10
	Review & Inspection Fee	\$1,500
	Performance Fee	\$2,000+
	<i>Base fee: \$2,000</i>	
	<i>Property size: additional \$500 per acre</i>	
	Wetlands	\$500

Based on a permit enforcement survey completed last fall, approximately 74% of all watershed districts that permit require a PFD. Some require only reimbursement for actual costs, while others charge as much as \$15,000. The amounts vary widely from district to district.

**PERMIT SECURITIES:**

Based on a permit enforcement survey completed last fall, approximately 76% of all watershed districts that permit require a Permit Security. Most watershed districts do not list the amounts on the website and refer generally to an amount determined necessary by the specific project. However, Capitol Region Watershed District lists their surety amounts as \$2,000/acre for Erosion & Sediment Control and \$5,000/acre for Stormwater Management.

**DISCUSSION ITEMS**

The PLSLWD staff would like direction from the Board on the permit fee schedule and how/if they would like to update it. Discussion items include:

- Schedule. Originally, the permit fee schedule was passed with a resolution intended to be renewed/updated on an annual basis. However, the schedule has not been updated for 12 years, indicating that this may have been too often. **How often would you like to see the permit fee schedule reviewed and updated?**
- Information. Staff has pulled together some general information for this memo. **Would the Board like any additional information on actual costs incurred for permits or what other watershed districts are doing?**
- Cost Amounts. Given the information provided in this memo, **would the Board like to consider updating cost amounts for permit fee deposits and permit securities?**
- Next Steps. There are several courses of action that the Board can pursue at this time:
  - 1) Keep the current permit fee schedule as is for now and set a time to reconsider updating it.
  - 2) Direct staff to draft a resolution for the March Board meeting based on comments and directions received at the February Meeting.
  - 3) Request more information to be brought to a future meeting time specified and provide direction on what information they would like staff to gather.

