



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## AGENDA

Tuesday, February 9, 2021

**6:00 PM**

City Council Chambers, Prior Lake City Hall  
4646 Dakota Steet SE, Prior Lake, MN

### BOARD OF MANAGERS:

**Mike Myser, President; Curt Hennes, Vice President; Bruce Loney, Treasurer  
Steve Pany, Secretary and Frank Boyles, Manager**

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

### Board Workshop 4:00 PM

- Upper Watershed Blueprint (*Brian Kallio, Stantec/Wenck*)
- Upcoming Scott SWCD 2020 Accomplishment Report: suggested content discussion
- Open Meeting Law Refresher (*Michael Welch, Smith Partners*)
- Exempt vs. Non-Exempt Employee Status (*Michael Welch, Smith Partners*)
- Staffing Update: Admin. Assistant open position, staff organizational chart
- Water Resources Assistant Position (*Vote*)
- Personnel Policy Update

Materials for Board Workshop can be downloaded by clicking on the following link:

<https://drive.google.com/drive/folders/1mBZqNIL9uBIT3S5df8EEEXav2lATkqgh?usp=sharing>

6:00 – 6:10 PM	1.0	<b>BOARD MEETING CALL TO ORDER &amp; PLEDGE OF ALLEGIANCE</b>
6:10 – 6:15 PM	2.0	<b>PUBLIC COMMENT</b> If anyone wishes to address the Board of Managers on an item not on the agenda or on the consent agenda, please come forward at this time. Go up to the podium, turn on the microphone and state your name and address. (The Chair may limit your time for commenting.)
6:15 - 6:20 PM	3.0	<b>APPROVAL OF AGENDA</b> (Additions/Corrections/Deletions)
6:20 - 7:20 PM	4.0	<b>OTHER OLD/NEW BUSINESS</b>
	4.1	Programs & Projects Update (Discussion Only) <ul style="list-style-type: none"> <li>• Winter Carp Seine Update</li> <li>• Sutton Lake Outlet Project Update</li> </ul>
	4.2	City of Savage Water Resources Management Plan (Vote)
	4.3	MOA for Permit #21.01 Future Stormwater Project (Vote)
	4.4	Seven Acres Property Development - Wetland Removal Response (Discussion Only)
	4.5	District Administrator Position (Vote)
	4.6	Manager Presentations & Liaison Updates (Discussion Only)
7:20 - 7:35 PM	5.0	<b>CONSENT AGENDA</b> 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 12 Board Meeting and Workshop
  - 5.2 Meeting Minutes—January 25 Special Board Meeting: Upper Watershed Blueprint
  - 5.3 Meeting Minutes—February 2 Special Board Meeting: Administrator Interviews
  - 5.4 Meeting Minutes—January 28 CAC Meeting
  - 5.5 Claims List
  - 5.6 Approval of 2021 CAC Members
  - 5.7 Scott SWCD 2021 Service Agreement
- 7:35 - 7:50 PM 6.0 **TREASURER'S REPORT**
- 6.1 Cash & Investments (Discussion Only)
  - 6.2 Financial Report (Discussion Only)
- 7:50 - 7:55 PM 8.0 **UPCOMING MEETING/EVENT SCHEDULE:**
- CAC Meeting, Thursday, February 25<sup>th</sup>, 6:30pm (Virtual Meeting)



## FEBRUARY 2021 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Storage &amp; Infiltration Projects (Sutton Lake)</b> <i>Project Lead: Maggie</i>	<ul style="list-style-type: none"> <li>All materials review complete, received bonds and insurance.</li> <li>Contract signed with Veit.</li> </ul>	<ul style="list-style-type: none"> <li>Pre-construction Meeting on 2/8.</li> <li>Construction to begin, estimated 3 weeks to completion.</li> </ul>
<b>Carp Management</b> <i>Rough Fish Management (Class 611)</i> <i>Carp Management Project (Class 750 &amp; 751)</i> <i>Project Lead: Jeff</i>	<ul style="list-style-type: none"> <li><b>Tracking:</b> Continued to track radio-tagged across Spring and Prior Lakes day by day. Spring Lake carp have recently been found in the traditional haul. A smaller group of Upper Prior Lake carp are near Knotty oar Marina. Some tags are still on the move after the seine.</li> <li><b>Permits.</b> WSB secured DNR continuation of gill netting pilot for Spring and Upper Prior Lakes.</li> <li><b>Seining.</b> Completed a seine and gill netting on Upper Prior Lake using two commercial netters on 1/29. A total of 160 fish weighting roughly 2,300 lbs. were removed. Coordinating addition seines or gill netting.</li> </ul>	<ul style="list-style-type: none"> <li>PLSLWD and WSB staff will continue to track the tagged carp.</li> <li>SMSC and WSB are planning a removal on Pike Lake. Will assist with efforts.</li> <li>Work with WSB &amp; commercial fishermen to line up under ice seines as conditions are favorable.</li> <li>Work with MNDNR to obtain proper work permits.</li> <li>Pursue habitat survey assessment of the Northwood Pond this spring.</li> </ul>
<b>Ferric Chloride System Operations</b> <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> <li>Completed Annual Report</li> </ul>	
<b>Farmer-Led Council</b> <i>Project Lead: Maggie</i>	<ul style="list-style-type: none"> <li>Meeting with SWCD staff to coordinate 2021 activities and to plan next FLC Meeting.</li> </ul>	<ul style="list-style-type: none"> <li>In lieu of a January FLC Meeting (not possible due to Covid restrictions), the SWCD, PLSLWD &amp; the FLC will work together to send out a newsletter to promote and highlight FLC programming. A small group of core farmers and staff will meet to coordinate 2021 activities.</li> </ul>
<b>Cost Share Incentives</b> <i>Project Lead: Kathryn</i>	<ul style="list-style-type: none"> <li>Finalized 2021 contract with SWCD</li> </ul>	<ul style="list-style-type: none"> <li>Board approves SWCD contract and Cost Share Docket</li> </ul>
<b>Spring Lake Parcel Restoration Project</b> <i>Project Lead: Kathryn</i>	<ul style="list-style-type: none"> <li>No new activity.</li> </ul>	<ul style="list-style-type: none"> <li>Monitor restoration and control invasive species during growing season.</li> <li>Install small plant identification signs.</li> </ul>

## FEBRUARY 2021 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Raymond Park Restoration Project</b> <i>Project Lead: Kathryn</i>	<ul style="list-style-type: none"> <li>No new activity.</li> </ul>	<ul style="list-style-type: none"> <li>Install educational interpretative signs</li> <li>Host ribbon-cutting event later this year to highlight restoration</li> <li>Coordinate with volunteers to do follow-up work on buckthorn</li> </ul>
<b>Fish Lake Shoreline &amp; Prairie Restoration Project</b> <i>Project Lead: Kathryn</i>	<ul style="list-style-type: none"> <li>Designing interpretative signs for project.</li> </ul>	<ul style="list-style-type: none"> <li>MN Native Landscapes is conducting restoration maintenance/establishment work</li> <li>Order &amp; install interpretative signs for project.</li> </ul>
<b>Feasibility Reports</b> <i>Project Lead: Maggie</i>	<ul style="list-style-type: none"> <li>No updates.</li> </ul>	<ul style="list-style-type: none"> <li>Negotiate final project configuration with Spring Lake West landowner.</li> <li>Coordinate remote meeting with MnDOT and City of Savage to discuss options for Lower Prior Lake subwatershed project.</li> </ul>
<b>Website and Media</b> <i>Project Lead: Kathryn</i>	<ul style="list-style-type: none"> <li><b>Website articles posted:</b> Carp seine; Hiring summer interns; Hiring admin assistant; Salt reduction grants available thru SWCD.</li> <li><b>Prior Lake Am:</b> Carp article</li> <li><b>SCENE:</b></li> <li><b>Facebook &amp; Twitter</b> - normal posting. Carp seine, job postings, Maggie's award posts received attention.</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> <li>Write article for next SCENE edition</li> </ul>
<b>Citizen Advisory Committee</b> <i>Project Lead: Kathryn</i>	<ul style="list-style-type: none"> <li>Coordinate subcommittee work and set plans for 2021 work.</li> </ul>	<ul style="list-style-type: none"> <li>Subcommittees continue research, present findings to Board.</li> </ul>
<b>MS4 Education Program</b> <i>Project Lead: Kathryn</i>	<ul style="list-style-type: none"> <li>Hike the Watershed challenge is ongoing and highlights District projects and area lakes &amp; encourages people to get out and explore the District.</li> </ul>	<ul style="list-style-type: none"> <li>Implement education activities</li> <li>Plan anniversary events and activities</li> <li>Complete annual MS4 report</li> </ul>
<b>Monitoring Program</b> <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> <li>Researching database options</li> <li>Finalizing I-lids contract</li> <li>Data management</li> <li>Research boat inspectors</li> </ul>	<ul style="list-style-type: none"> <li>Data management</li> <li>Finalize boat inspection plan and contract</li> </ul>

## FEBRUARY 2021 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<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>Converting BioBase data to shapefiles that will be usable in GIS</li> <li>Creating 2021 contract and plan w/McComas</li> </ul>	<ul style="list-style-type: none"> <li>Receive plant survey reports from McComas</li> <li>Continue creating maps in GIS with BioBase data</li> <li>McComas to present report in March</li> <li>Contact PLM for CLP management</li> </ul>
<b>BMPs &amp; Easements</b> <i>Project Lead: Maggie &amp; Kathryn</i>	<ul style="list-style-type: none"> <li>Continued to work with landowners to resolve existing violation issues on their properties.</li> <li>Completed several baseline documents.</li> <li>Worked with several amendment landowners on next steps.</li> <li>Easement amendment for A569271 (Chambers) was finalized and signed. Received signed mortgage consent.</li> </ul>	<ul style="list-style-type: none"> <li>Review amendment requests as they are received.</li> <li>Work with landowners towards closing out approved amendment requests.</li> <li>Work with landowners to resolve easement violations.</li> <li>Complete baseline documentation for each conservation easement property.</li> </ul>
<b>Permitting</b> <i>Project Lead: Maggie</i>	<ul style="list-style-type: none"> <li>EOR provided review on upcoming development projects.</li> <li>Worked with City of Prior Lake to obtain conditional requirements for Permit #21.01 and prepared MOA draft.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to inspect, follow-up on and close remaining open permits.</li> <li>Issue Permit #21.01 once the MOA is signed.</li> </ul>
<b>Rules Revisions</b> <i>Project Lead: Maggie</i>	<ul style="list-style-type: none"> <li>No updates</li> </ul>	<ul style="list-style-type: none"> <li>Review changes with Board</li> <li>Board approves rule revisions this spring</li> </ul>
<b>Outlet Channel O&amp;M</b> <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> <li>Coordinated with partners to plan for water levels in Prior Lake and anticipated PLOC conditions for projects planned in March.</li> <li></li> </ul>	<ul style="list-style-type: none"> <li>Install 2<sup>nd</sup> camera at outlet</li> </ul>
<b>Outlet Channel Bank Erosion (FEMA)</b> <i>Project Lead: Jeff</i>	<ul style="list-style-type: none"> <li>Contractor finished warranty work</li> </ul>	<ul style="list-style-type: none"> <li>Follow up on warranty work in spring.</li> <li>Sign off on project once warranty work deemed acceptable.</li> </ul>
<b>Outlet Channel Admin</b> <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> <li>Reviewing 2020 expenses with CLA and planning 2021</li> <li>Began PLOC Annual Report</li> </ul>	<ul style="list-style-type: none"> <li>Finish PLOC annual report due February</li> <li>Land Transfer info to cooperators</li> <li>Annual Financial Statement to cooperators</li> <li>Bill Cooperators</li> </ul>

**PLSLWD Board Staff Report**

Thursday, February 4, 2021


**PRIOR LAKE  
SPRING LAKE  
WATERSHED DISTRICT**

<b>Subject  </b>	City of Savage Water Resources Management Plan		
<b>Board Meeting Date  </b>	February 9, 2021	<b>Item No</b>	4.2
<b>Prepared By  </b>	Maggie Karschnia, Water Resources Project Manager		
<b>Attachments  </b>	1) EOR's Updated City Responses to District Comments 02/04/2021 2) Link to download the full City of Savage 2040 Comprehensive Plan, Chapter 10: Water Resources Management Plan: <a href="https://cutt.ly/bkk2imm">https://cutt.ly/bkk2imm</a>		
<b>Proposed Motion  </b>	A motion to approve the City of Savage's Water Resources Management Plan dated December 2020.		

**BACKGROUND**

As part of its 2040 Comprehensive Plan development, the City of Savage completed an update of its Water Resource Management Plan (WRMP). The WRMP serves as a guiding document for Savage's activities relating to surface water management.

The City submitted a draft WRMP to the District on January 15, 2020. Per Minnesota Statute 103B.235, Subd. 3, local water management organizations with jurisdiction within the City of Savage had 60 days to complete their reviews of the WRMP. District 60-day comments and Savage's response to these comments are attached along with the City's updated Draft WRMP, dated December 2020.

All District comments have been addressed in the Draft WRMP or will be addressed by future actions. Based on these revisions and future actions, the City is requesting approval by the PLSLWD Board of the City's WRMP dated December 2020.

**ACTION REQUIRED:**

A motion to approve the City of Savage's Water Resources Management Plan dated December 2020.

## memo



<b>Project Name</b>	Savage Water Resource Management Plan	<b>Date</b>	2/4/2021
<b>To</b>	Maggie Karschnia, Interim District Administrator PLSLWD Board of Managers		
<b>Cc</b>			
<b>From</b>	Carl K. Almer		
<b>Regarding</b>	City Response to 3/11/2020 District Comments		

The purpose of this memorandum is to update the Board on the City of Savage's Draft 2020 Water Resource Management Plan (WRMP) and revisions in response to District comments offered on the previous Draft WRMP on March 11, 2020. Where stricken below, the Draft 2020 WRMP fully addresses District comments. Green text identifies where future action addresses the comment.

## Overall

1. ~~Throughout: "Prior Lake-Spring Lake Watershed District" is listed in multiple locations without the " " or with a "/" instead.~~
2. ~~Throughout: The Oxford comma is used inconsistently throughout the report.~~
3. ~~Report does not outline a procedure for submitting annual reports to agencies (BWSR) which document WCA and monitoring program data (PLSLWD Local Plan requirement – see PLSLWD Water Resources Management Plan, Section 8.1.1, Item 7).~~
  - The City's proposes to outline these procedures in the updated MOU between the City and District for Local Water Planning & Regulation. Staff supports this proposed future action.
4. ~~Please provide a copy of the most recent MS4 annual report and shapefiles of inspected stormwater structures, outfalls, and basins.~~
  - Not yet received but not necessary for WRMP approval.

## 1.0 Executive Summary

1. ~~Section 8.0 – This section should also mention that the WRMP will be amended, as necessary, in response to Watershed District or WMO Rule Revisions.~~
  - "The City will update the plan in response to Watershed District or WMO plan and/or rule revisions" was added to Section 8.0 Page 1.

## 2.0 Introduction and Purpose

1. ~~Section 2.0c – Reference to the expired June 2011 Memorandum of Agreement (MOA) with the PLSLWD is made, stating that a new agreement will be established in 2020 after approval of the WRMP. Add the June 2011 MOA to the Water Resource Related Agreements listed in Appendix A.~~

## 3.0 Land and Water Resource Inventory

1. ~~Sections 3.2.2 / Figure 3.4 – There are minor differences in the subwatersheds depicted for the Prior Lake Watershed in Figure 3.4 of the WRMP as compared to the subwatershed boundaries established by the PLSLWD. These subwatershed boundaries should be~~



memo

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~~reviewed and rectified during efforts to refine the political boundaries with local Watershed Districts and WMOs (see comment 4.3 below).~~

- **The City proposes to coordinate a meeting in 2021 to discuss watershed boundaries and potential revisions.**

~~2. Section 3.6.2 – Several typos in this section make it difficult to read. Reference to Appendix D should be corrected to Appendix E.~~

~~3. Section 3.11, Page 12, 2<sup>nd</sup> to last Paragraph – Please clarify the following statement, “The designation indicates that the aquifer is covered by at least 50 feet of clay material.”~~

- 3.11 Page 14 – This sentence was replaced with, “DWSMA vulnerability is determined using geologic factors such as soils, depth to groundwater and groundwater chemistry.

#### 4.0 Assessment of Problems and Corrective Actions

Three of the problems identified directly concern land within the political boundary of the PLSLWD including: flooding and stormwater rate control (Issues 4.2.1 and 4.2.2) and adequacy of existing regulations (Issue 4.7.2).

~~1. Issue 4.2.1 (Cate’s Lake Outlet) – The corrective action for this issue references the 2017 Outlet Feasibility Study and 2004 Outlet Management Plan. The WRMP notes that the City will coordinate with the PLSLWD on the project. It has been over a year since the City last involved PLSLWD staff in Cate’s Lake permanent outlet discussions. What is the status of the City’s feasibility study?~~

- Table 6.1 identifies a CIP to be completed in 2023. **Constructing a permanent outlet for a landlocked basin will require future permitting and approval of the District.**

~~2. Issue 4.2.2 (Site Specific Flooding) – Flooding at 7131 149<sup>th</sup> St W (due to pond sizing) is listed as a priority location for drainage improvements. This location is within PLSLWD boundaries and potential projects should be coordinated with PLSLWD staff.~~

- **The City proposes to coordinate a meeting in 2021 to potential projects.**

~~3. Issue 4.7.2 (Hydrologic Boundaries) – This section mentions that the City will work with Watershed Districts and WMOs to redefine political boundaries to better match hydrologic boundaries within the City. Please note that the PLSLWD intends to initiate discussions with partners in 2020.~~

- **The City proposes to coordinate a meeting in 2021 to discuss watershed boundaries and potential revisions.**

~~4. Issue 4.8.6 (Inspection and Maintenance of Stormwater Ponds) – The PLSLWD applauds the City for adoption of a Stormwater Asset Management Plan (SWAMP) which uses information such as as-builts, drainage areas, field inspections, and storm sewer maps to rank BMPs based on cost/benefit pollutant removal efficiency. Please provide a copy of the SWAMP and the 10-year Pond Maintenance Plan to the PLSLWD as available and note that the PLSLWD has a Public Infrastructure Partnership Program available for enhancement of stormwater management BMPs beyond MS4 maintenance requirements.~~

- These documents have been appended to the WRMP.



memo

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- ~~5. Issues 4.2.6 – 4.2.9 / Figure 3.7 – Figure 3.7 identifies issues not included in Section 4.0 of the WRMP. Issues 4.2.6 and 4.2.9 (located within the PLSLWD) do not appear as listed problems in Section 4.0. Please clarify and amend as necessary.~~

➤ The City proposes to coordinate a meeting in 2021 to potential projects.

## 5.0 Establishment of Goals and Policies

- ~~1. Section 5.1.2 – This section notes that the PLSLWD defers its permitting authority for most projects to the LGUs, assuming LGUs have adopted standards equivalent to PLSLWD Rules. The current MOA between the City and the PLSLWD has expired. This section also notes PLSLWD is currently working to update their rules and the City plans to revise their official controls within 180 days of adoption to conform to updated rules. At that point a new agreement should be established such that the City can continue to assume PLSLWD permitting responsibility. Note that the MOA will continue to stipulate that City projects are permitted by the PLSLWD.~~

➤ Future MOU between the City and District for Local Water Planning & Regulation will continue to stipulate that City projects are permitted by the District.

- ~~2. Section 5.3.17 – Reference to Appendix E should be corrected to Appendix F.~~

## 6.0 Implementation Priorities / Implementation Program

- ~~1. The WRMP must identify potential capital projects for which PLSLWD cost share will be sought and projects the City may petition the PLSLWD to complete (if any). No items are listed for PLSLWD cost share. Will PLSLWD cost share be sought for the Cate's Lake Permanent Outlet project? Are there any other potential City water quality retrofit projects within the PLSLWD?~~

➤ The District has been added as a potential partner for the Cate's Lake outlet and Pond Maintenance (Enhancement)

- ~~2. Project numbering is inconsistent for Water Quality, Flooding, and Rate Control projects. Numbering should continue to numbers 9-12 on Section 6.0 Page 4, instead of restarting at number 1.~~

## 7.0 Financial Considerations

No comment.

## 8.0 Amendment Procedures

No comment.

## Appendices

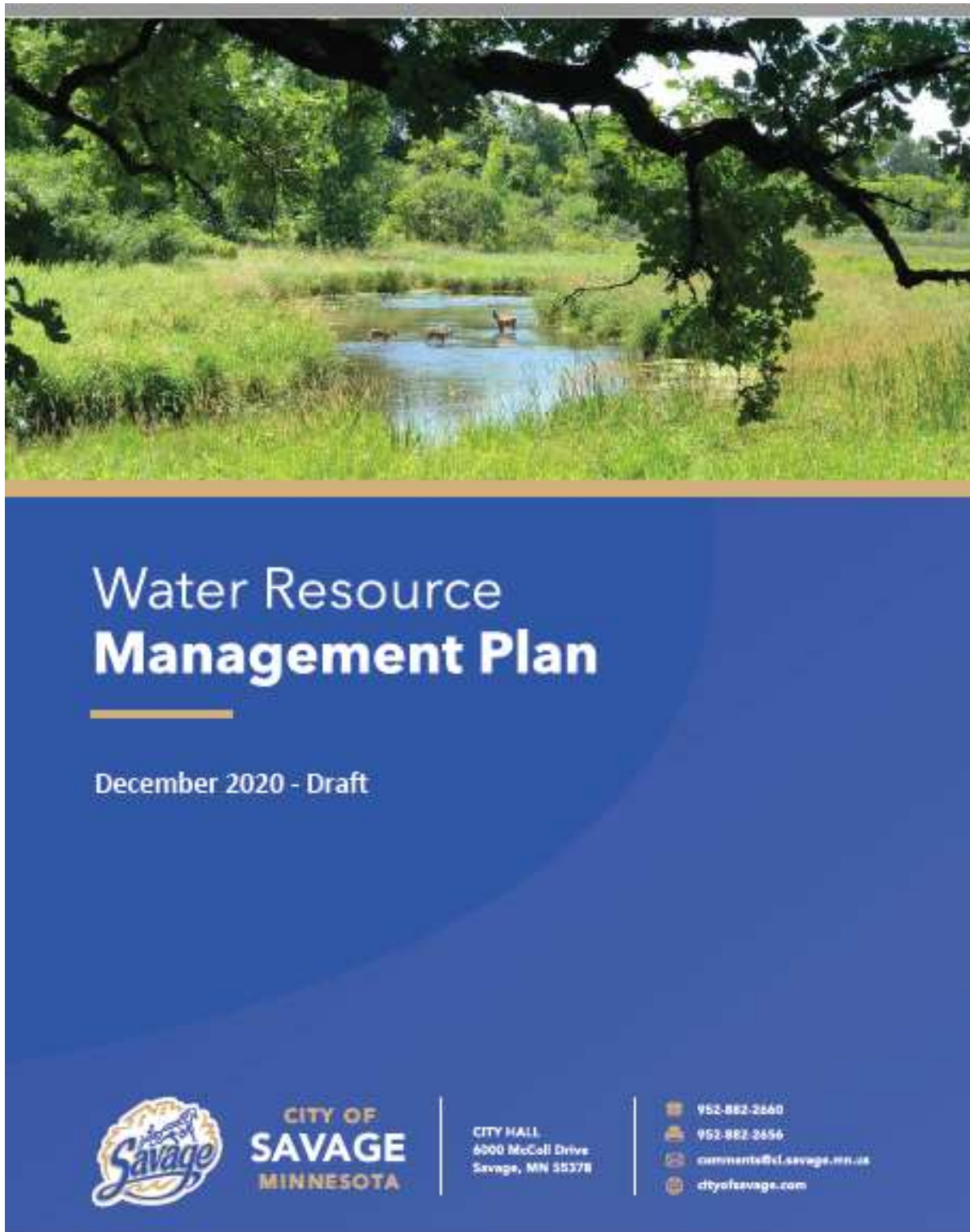
- ~~1. Appendix A – Include the expired June 2011 Memorandum of Agreement with the PLSLWD, per above comment.~~
- ~~2. Appendix G – 10-Year Stormwater Pond Management Plan. Section 4 (Upland Vegetation Management) references City Code, Section 152.407 which outlines City Buffer requirements. City Buffer requirements for Manage 3 Wetlands (16.5' minimum) do not meet PLSLWD requirements of a 20' minimum, 30' average (existing PLSLWD Rule J-5b).~~

memo

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~~Establishment of wetland buffers within the PLSLWD should be determined on a site-by-site basis to ensure PLSLWD requirements are being met. The PLSLWD's proposed rules will utilize a graduated system for wetland buffers, with higher quality wetlands requiring larger buffers.~~

- Revision of official controls to meet this requirement will be needed once proposed rules are adopted by the PLSLWD.



[CLICK HERE to download the full document.](#)

**PLSLWD Board Staff Report**

Thursday, February 4, 2021

**Subject |** MOA with City of Prior Lake for Permit #2021.01 Future Stormwater Project**Board Meeting Date |** February 9, 2021**Item No** 4.3**Prepared By |** Maggie Karschnia, Water Resources Project Manager**Attachments |** Memorandum of Agreement (MOA) draft document**Proposed Motion |** A motion to enter into the MOA with the City of Prior Lake.**BACKGROUND**

The City of Prior Lake is intending to reconstruct Fish Point Road from CSAH 44 to TH 13 and associated side streets in a series of two phases. At its January 12<sup>th</sup> Board Meeting, the Board of Managers reviewed a permit request by the City for Phase I of this project.

Phase I of the project has site conditions that limit the ability for the City to fully meet the stormwater management requirements in Rule D.3(f). As such, the City requested to meet these requirements by completing a future project that drains to Prior Lake.

The District approved the permit request by the City to complete Phase I of this project (Permit #21.01) contingent upon a signed MOA agreement that binds the City to complete the future project which will allow it to fully meet the District Rules.

**ACTION REQUIRED:**

A motion authorizing the PLSLWD to enter into a Memorandum of Agreement with the City of Prior Lake so that the City may meet water quality treatment requirements for Permit #21.01 with a future project.

## MEMORANDUM OF AGREEMENT

### Between the Prior Lake-Spring Lake Watershed District and the City of Prior Lake for the Fish Point Road Reconstruction Project

This Memorandum of Agreement ("MOA") is entered into between the City of Prior Lake, a Minnesota municipal corporation ("Prior Lake") and the Prior Lake-Spring Lake Watershed District, a Minnesota watershed district under the laws of the State of Minnesota ("PLSLWD"), with Prior Lake and PLSLWD collectively hereinafter referred to as the "Parties".

- 1. FUTURE PROJECT.** Prior Lake seeks to obtain PLSLWD Permit 21.01 ("Permit") in conjunction with the Fish Point Road (CSAH 44 to TH 13) Reconstruction Project – Phase 1 #TRN20-000001 ("Fish Point Road Project"). The PLSLWD Rules require the City to provide water quality requirement for stormwater as per PLSLWD Rule D.3(f), but site conditions are not practical for the City to meet this requirement on-site for the Fish Point Road Project. The City agrees to provide the remaining water quality treatment required by the Permit through one or more future projects (collectively the "Future Project"). The Future Project shall be substantially complete and functional by May 1, 2023.
- 2. LOCATION.** Prior Lake has identified the Downtown South Project, City Project #2020-11 ("Downtown South Project"), with a project location as generally depicted on the map in Exhibit A, for the Future Project. If Prior Lake is unable to provide the required water quality treatment through the Downtown South Project, the parties shall cooperate to determine a mutually agreeable project to provide the remaining required water quality treatment. Alternate location(s) for the Future Project may be anywhere within PLSLWD boundaries that drains to Upper Prior Lake or Lower Prior Lake.
- 3. MAINTENANCE OF FUTURE PROJECT.** All best management practices and water quality enhancement features associated with the Future Project shall be maintained by Prior Lake in accordance with the City's NPDES MS4 SWPPP in such a manner that the project(s) perform as designed.
- 4. OWNERSHIP.** Prior Lake shall be the owner of any property on which the Future Project will be constructed or installed, or will hold a perpetual easement thereon.
- 5. REVIEW.** Prior Lake shall submit the design of the Future Project to PLSLWD for review and approval before Prior Lake commences construction. If the design of the Future Project is approved Prior Lake shall complete the project consistent with the approved design. If the Future Project is not approved the parties shall cooperate to determine a mutually agreeable design. If the PLSLWD does not take action on the proposed design within 14 days of receipt of the design from Prior Lake, the design shall be deemed approved. Prior Lake will make every attempt to partner with PLSLWD on a

project that exceeds the volume control requirements for the Permit and further enhances the water quality of the Lower Prior Lake watershed.

**6. INDEMNIFICATION.** PLSLWD agrees to defend, indemnify, and hold harmless Prior Lake against any and all claims, liability, loss, damage, or expense arising out of or related to the negligent or willful act or omission of, or any material breach of this Agreement by, PLSLWD, its agent or employee. Prior Lake agrees to defend, indemnify, and hold harmless PLSLWD against any and all claims, liability, loss, damage, or expense arising out of or related to the negligent or willful act or omission of, or any material breach of this Agreement by, Prior Lake, its agent or employee. Under no circumstances, however, shall a party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for both Parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. Nothing in this Agreement is a waiver by either party of any immunity, defense or liability limit it may possess under law with respect to the other party or any third party.

**7. AUDITS.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the Parties relevant to this Agreement are subject to examination by the other party and either the Legislative Auditor or the State Auditor as appropriate. Prior Lake and PLSLWD agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

**8. LIMITATION OF REMEDIES.** In the event of a breach of the Agreement neither party shall be entitled to recover punitive, special or unforeseeable consequential damages or damages for loss of business.

**9. ASSIGNMENT.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

**10. SEVERABILITY.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

**11. WAIVER.** No action nor failure to act by either party shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**12. GOVERNING LAW.** This Agreement shall be controlled by the laws of the State of Minnesota.

**13. INTEGRATION.** The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations, or agreements between the Parties regarding the project; whether written or oral.

**14. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

**IN WITNESS THEREOF,** the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized officials.

**PRIOR LAKE SPRING LAKE WATERSHED DISTRICT**

\_\_\_\_\_  
Mike Myser, Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maggie Karschnia, Interim District Administrator

\_\_\_\_\_  
Date

**CITY OF PRIOR LAKE**

\_\_\_\_\_  
Kirt Briggs, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason Wedel, City Manager

\_\_\_\_\_  
Date



## EXHIBIT A

### Potential location of Future Project

Prior Lake Downtown South Road Reconstruction Project  
Stormwater management BMP location(s) to be determined within the project area



**PLSLWD Board Staff Report**

Thursday, February 4, 2021


**PRIOR LAKE  
SPRING LAKE  
WATERSHED DISTRICT**
**Subject |** Seven Acres Property Development Project: Wetland Removal Response

**Board Meeting Date |** February 9, 2021

**Item No**

4.4

**Prepared By |** Maggie Karschnia, Water Resources Project Manager

**Attachments |**

- 1) Maps of Project: USGS Topography, Pre-Construction Site, and Site Plan
- 2) Draft Comments on Seven Acres EAW by District Engineer, EOR
- 3) Link to download full EAW Report: <https://cutt.ly/ekkOpq7>

**Action |** Discussion only. No formal action required.

## **BACKGROUND**

The PLSLWD regularly reviews and provides comments on development projects within its boundaries as related to its Rules, including wetland determinations and environmental assessment worksheets (EAWs). The District recently received an EAW for the Seven Acres Property Development Project which includes the demolition of two residential homes and their garages along the shore of Lower Prior Lake and the construction of one single-family home and a detached outbuilding in their place. The 1.01-acre wetland in the eastern half of the property will be filled and graded.

The proposed Seven Acres Property Development Project is unique in that it includes the filling of a roughly one-acre wetland within the direct drainage area and shoreland protection area of Lower Prior Lake, located within only 300 feet from the shore. This wetland alteration has triggered a mandatory environmental assessment worksheet (EAW) for the project which the PLSLWD is now provided with an opportunity to comment on.

### ***What is an Environmental Assessment Worksheet?***

The EAW is a brief document designed to lay out the basic facts of a project necessary to determine if an Environmental Impact Statement (EIS) is required for the proposed project due to significant environmental impacts. In addition to determining the need for an EIS, the EAW also provides permit information, informs the public about the project, and helps identify ways to protect the environment.

### ***Why is an Environmental Assessment Worksheet required for this project?***

An EAW was mandatory for the project as per [MN Rules 4410.4300 Subp. 27B](#) because it will cause an impact to a total of one acre or more of wetlands.

### ***What do the PLSLWD Rules say about wetland loss?***

PLSLWD Rule G (Wetland Alteration) Policies:

- (a) Achieve no net loss in the quantity, quality and biological diversity of wetlands in the District.
- (b) Increase the quantity, quality and biological diversity of wetlands in the District by restoring or enhancing diminished or drained wetlands.

- (c) Avoid direct or indirect impacts from activities that destroy or diminish the quantity, quality and biological diversity of District wetlands as determined using the Minnesota Routine Assessment Method (MnRam) for Evaluating Wetland Functions Version 2.0.
- (d) Replace affected wetlands where avoidance is not feasible and prudent.

***Would the project meet PLSLWD Rule D for Stormwater Management?***

With the planned addition of a stormwater basin, the project will likely be able to meet most of the stormwater Rules. However, it is very unlikely that the project will be able to satisfy District volume control requirements. See attached comment by District Engineer under #11.b.ii.

***How does the 2020-2030 Water Resources Management Plan address wetland loss?***

Goal WQ10: Maintain no net loss of wetlands in the District.

Implementation Action #5: Enforce District Rules through an active permit program.

Implementation Action #41: Conduct outreach to new developments early in the planning process to identify areas of opportunity for water quality improvements.

Implementation Action #42: Protect wetlands and wetland buffers under PLSLWD conservation easements or other municipal control through District Rule J enforcement or other mechanisms.

Capital Improvement Program Projects:

- Wetland Restoration & Enhancement
- Wetland Banking Program

***What are the benefits of filling in the wetland?***

The wetland filling would allow the landowner to expand the developable acres of the property, including construction of a new driveway, turnaround and large outbuilding. The fill of the wetland in conjunction with the proposed stormwater basin is also intended to address some street flooding issues on one of the adjacent streets. *Note: flooding issues can likely be addressed without the complete loss of the wetland as per attached District Engineer's comments under #6.*

**DISCUSSION**

Since this project could potentially be controversial, staff wanted to provide the Board of Managers with an opportunity to provide direction on the official comments on the EAW before they are submitted.

# memo



**Project Name** | Seven Acres Property Development Project

**Date** | 2.4.2021

**To** | Nick Monserud

**Cc** | Board of Managers, PLSLWD  
Maggie Karschnia, Interim District Administrator

**From** | Carl K. Almer

**Regarding** | Comments on Mandatory EAW

The purpose of this memorandum is to provide comments of concern on behalf of Prior Lake-Spring Lake Watershed (District) on the Mandatory Environmental Assessment Worksheet (EAW) for the Seven Acres Property Development Project.

## Overview

Highmark Builders Inc. is the proposer of this development. The City of Prior Lake is the Regulatory Government Unit (RGU) for this EAW. The proposed project includes removal of two existing residential homes off of Cove Avenue SE along the shore of Upper Prior Lake and the construction of one residential home and outbuilding (see Figures 3 and 4 of the EAW).

The project also proposes to fill or grade the entirety of the 1.01-acre wetland on the east half of the property. Per the National Wetland Inventory, this wetland is a Freshwater Emergent Wetland (FEM1F) with habitat dominated by open water, trees, shrubs, and persistent emergent vegetation. The City's Wetland Inventory ranks this wetland as Medium for hydrologic functions.

## Comments

The comments listed below are with reference to the pertinent sections of the EAW.

#6 – It is noted that fill of the wetland is intended to address local flooding issues (street flooding of Kneafseys Street to the south further discussed under #11.b.ii) and that stormwater management will be served by a new BMP (stormwater basin). It appears however that the proposed fill of this wetland mainly accommodates construction of a new driveway, turnaround and 7,000-SF outbuilding. **It is highly likely that local drainage issues could be addressed without completely filling the wetland.** The District welcomes the opportunity to partner with the City to explore alternatives to address local flooding issues.

#9 – It is noted that the proposed outbuilding size does not meet City ordinances and that a variance may be necessary as proposed.

#11.b.ii – This section identifies stormwater management standards consistent with District Rules including rate control, volume control and water quality treatment. It is noted that the proposed stormwater basin is intended to address rate control and water quality treatment but that further investigation is necessary to address volume control. **Given the relationship to groundwater (and water levels of Upper Prior Lake) it is unlikely that the proposed stormwater basin will satisfy District volume control requirements.** Furthering of a stormwater management plan including volume control BMPs and water quality treatment for both drainage areas is recommended early in planning for this development.

#11.b.iv – The 1.01-acres of proposed wetland impact will be subject to WCA sequencing and mitigation requirements through USACE and WCA proceedings. It is noted that mitigation of wetland impacts is intended to be provided via on-site mitigation or purchase of wetland banking

memo



2 of 2

credits. It is also noted that the developer will provide an alternatives analysis for wetland impacts. That said, **the EAW does not address avoidance and minimization of wetland impacts and it appears that the purpose of the fill is predominantly to accommodate development** (proposed drive and proposed non-conforming outbuilding).

#13 – It is noted that MNDNR commented that this project has the potential to adversely affect rare species (Blanding’s turtles) and species of special concern (Red-shouldered Hawks). The proposed project significantly impacts existing habitat by filling the wetland and clearing approximately 75-100 trees. **The EAW dismisses impacts to ecological resources by characterizing the woods and wetland onsite as “very limited” habitat** and suggests that nearby wetland and Upper Prior Lake provide similar habitat. The EAW does not address attempts to mitigate habitat impact other than avoiding extirpation by managing construction methods and avoiding certain activities during hibernation and nesting periods.

The District appreciates the open communication with the City of Prior Lake regarding stormwater management retrofits in areas tributary to Upper Prior Lake and sees the Seven Acres Property Development Project as an opportunity to preserve flood storage and improve the quality of stormwater that is discharged to the lake. The District looks forward to the opportunity to partner with the City as this project goes forward to consider alternatives to filling the wetland that also address local drainage issues while also preserving or increase flood storage and protecting the water quality of Upper Prior Lake.

If there are any questions regarding the comments for this review, or if the District can provide additional assistance, please feel free to contact me at (651) 203-6024 or Maggie Karschnia at (952) 447-9808.



## ENVIRONMENTAL ASSESSMENT WORKSHEET

**SEVEN ACRES PROPERTY**


Prior Lake, MN 55372

December 18, 2020

Proposer:  
Highmark Builders, Inc.  
8720 Eagle Creek Parkway  
Savage, MN 55378

RGU:  
City of Prior Lake  
4846 Dakota Street SE  
Prior Lake, MN 55372

WSB PROJECT NO: 018563-000



[CLICK HERE to download the full document.](#)



**PLSLWD Board Staff Report**

Thursday, February 4, 2021

**PRIOR LAKE  
SPRING LAKE  
WATERSHED DISTRICT**

<b>Subject  </b>	District Administrator Position		
<b>Board Meeting Date  </b>	February 9, 2021	<b>Item No</b>	4.5
<b>Prepared By  </b>	Maggie Karschnia, Water Resources Project Manager		
<b>Proposed Motion  </b>	A motion to provide an offer letter to the selected candidate (stating name) contingent upon any terms noted.		

**BACKGROUND**

The Board of Managers held its final interviews for the District Administrator open position at a Special Board Meeting on February 2<sup>nd</sup>, 2021. A Special Board Meeting to further discuss the candidates will be held on February 8<sup>th</sup> prior to the February 9<sup>th</sup> Board Meeting.

Next steps for hiring the next District Administrator:

- 1) Provide an offer letter contingent upon a satisfactory background check to the selected candidate.
- 2) If the candidate accepts the offer, complete background check and verify no issues.
- 3) Negotiate any additional employment terms with the candidate.
- 4) Enter into an employment agreement with the candidate.

**ACTION REQUIRED:**

A motion to provide an offer letter to the selected candidate (stating name) contingent upon any terms noted.





Tuesday, January 12, 2021

**6:00 PM**

Virtual Meeting via [GoToMeeting](https://www.plslwd.org)  
[www.plslwd.org](https://www.plslwd.org)

## Board Meeting Minutes

### Members Present:

**Mike Myser, President; Curt Hennes, Vice President; Bruce Loney, Treasurer  
Steve Pany, Secretary and Frank Boyles, Manager**

### Staff & Consultants Present:

Maggie Karschnia, Project Manager, Interim District Administrator  
Jaime Rockney, Water Resources Specialist  
Jeff Anderson, Water Resources Technician  
Carl Almer, EOR, District Engineer

Others present: Jim Weninger, CAC

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#### 1.0 **BOARD MEETING CALL TO ORDER & PLEDGE OF ALLEGIANCE**

Meeting called to order by President Myser at 6:06 P.M.

#### 2.0 **PUBLIC COMMENT** : None

#### 3.0 **APPROVAL OF AGENDA**

Manager Hennes moved to approve the Agenda. Second by Manager Boyles. All ayes.  
Motion passed 5-0.

#### 4.0 **OTHER OLD/NEW BUSINESS**

##### 4.1 **Programs & Projects Update**

- Winter Carp Seine Goal & Plan.

Jeff Anderson gave update on location of carp, ice conditions, and carp seining outlook.

##### 4.2 **Permit #21.01 Fish Point Road Reconstruction**

Manager Boyles moved to approve permit #21.01. Second by Manager Hennes. All ayes.  
Motion passed 5-0.

##### 4.3 **Board Officer Appointments**

Manager Loney moved to approve Board Officer Appointments. Second by Manager Boyles. All ayes. Motion passed 5-0.

##### 4.4 **Board Liaison Appointments**

Manager Loney moved to approve Board Liaison Appointments. Second by Manager Boyles. All ayes. Passed 5-0.

#### 5.0 **CONSENT AGENDA**

Manager Hennes moved to approve Consent Agenda. Second by Manager Pany. All ayes. Passed 5-0.

6.0 **TREASURER'S REPORT**

Manager Loney summarized the Treasurer's Report and gave updates on District finances.

7.0 Manager Presentations on Watershed-related Items

- Annual Board Retreat Summary

Manager Loney took notes for the Retreat and will provide them later.

8.0 **UPCOMING MEETING/EVENT SCHEDULE:**

- CAC Meeting, Thursday, January 28<sup>th</sup>, 6:30pm (Virtual Meeting)

Adjournment

Manager Loney moved to adjourn meeting. Second by Manager Hennes. All ayes.  
Passed 5-0.

Meeting adjourned at 7:02 P.M.

**WORKSHOP MEETING MINUTES***Tuesday, January 12, 2021**Virtual Meeting via GoToMeeting*

Members Present: Curt Hennes, Steve Pany, Bruce Loney, Frank Boyles & Mike Myser

Staff Present: Maggie Karschnia, Project Manager/Interim Administrator; Jaime Rockney, Water Resources Specialist; and Jeff Anderson, Water Resources Technician

Others Present: Annette Thompson, City of Prior Lake; Carl Almer, EOR

*The meeting was called to order by President Mike Myser at 4:00 p.m.*

**Update on Banking and Accounting Transitions**

Manager Loney provided an update on the banking transition from Old National to Sterling State Bank, as well as an update on the transition from accounting services from HGK to CLA.

**Update on Gallagher's Study**

Staff provided an update on the status of the Gallagher Compensation Study. Draft composition structure is anticipated by the end of the month, and the final draft by the end of February.

**Upper Watershed Blueprint Update**

Staff provided a brief update on the status of the Upper Watershed Blueprint report. Managers will plan on having a special board meeting next week or the following to discuss the latest draft, date & time to be announced after a scheduling poll has been sent out.

**WISKI Database Update**

Staff provided an updated overview of the WISKI database/software, including the helpful features that it will include that could save time and money for the District. A motion was made by Frank and seconded by Bruce to move forward with a contract with WISKI for \$22,000 for 2021 with \$3,000 in recurring annual maintenance costs, contingent upon Manager Myser's review of the license agreement and all Board manager's questions & comments being addressed. Motion passed unanimously.

**Board Officer and Liaison Appointments**

Manager Myser discussed potential officer and liaison appointments moving forward into 2021.

**Truck Update**

Staff summarized the status of the new truck purchase. A 2021 Dodge Ram 1500 Classic Quad Cab with a topper, bed slide, and tow package was purchased using the Cooperative Purchasing Venture. A 5-year, 100,000 mile warranty is included. After the trade-in value, the cost for the truck was \$27,808.

**Staffing Update**

Staff provided an overview of the vast skillset of an existing temporary staff, and the great value bringing them on full-time permanent could have on relieving the District of its current workload. Additional information will be provided to the Managers as follow-up, including salary information from Gallagher on similar roles.

**District Administrator Hiring Update**

Manager Loney and Manager Boyles provided their thoughts on the panel interviews earlier in the day. Final candidates for in-person interviews will be chosen shortly. The interviews will likely be held in two weeks at Prior Lake City Hall. Travel reimbursement may be required for candidates who are not local.

*The meeting was adjourned at 6:10 p.m.*



Monday, January 25, 2021

**5:30 PM**

Parkview Room, Prior Lake City Hall  
4646 Dakota St SE, Prior Lake, MN

## SPECIAL BOARD MEETING MINUTES

### BOARD OF MANAGERS:

**Mike Myser, President; Curt Hennes, Vice President; Bruce Loney, Treasurer**

**Steve Pany, Secretary and Frank Boyles, Manager**

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

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**Members Present: Mike Myser, President; Curt Hennes, Vice President; Bruce Loney, Treasurer, Steve Pany, Secretary**

### **Staff & Consultants Present:**

**Maggie Karschnia, Interim District Administrator / Project Manager**

**Carl Almer, EOR**

**Brian Kallio, Wenck**

### **Others Present:**

Jim Weninger CAC

Christian Morkeberg CAC

Dave Beer, Scott County Commissioner

Lisa Quinn, Spring Lake Township

### **1.0 BOARD MEETING CALL TO ORDER & PLEDGE OF ALLEGIANCE**

**MEETING CALLED TO ORDER BY PRESIDENT MYSER AT 5:30**

### **2.0 PUBLIC COMMENT: NONE**

**3.0 APPROVAL OF AGENDA** Motion to approve Manager Hennes. Second by Manager Pany. Passed 4-0

### **NEW BUSINESS**

Draft Upper Watershed Blueprint Report (Brian Kallio, Wenck)

Blueprint was presented, questions were asked by Managers. Projects and benefits were identified.

Motion to adjourn. Motion Manager Hennes, 2<sup>nd</sup> Manager Loney, pass 4-0

Adjourn 7:00



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## Special MEETING MINUTES February 2, 2021

*Prior Lake City Hall  
2:55 PM*

### BOARD OF MANAGERS:

**Mike Myser, President; Curt Hennes, Vice President; Bruce Loney, Treasurer**

**Steve Pany, Secretary and Frank Boyles, Manager**

Members Present: Mike Myser, President; Curt Hennes, Vice President; Bruce Loney, Treasurer, Steve Pany, Secretary, Frank Boyles, Manager

District Administrator applicants present.

#### 1.0 **BOARD MEETING CALL TO ORDER & PLEDGE OF ALLEGIANCE**

MEETING CALLED TO ORDER BY PRESIDENT MYSER AT 2:55

#### 2.0 **PUBLIC COMMENT:** NONE

3.0 **APPROVAL OF AGENDA** Motion to approve Manager Hennes. Second by Manager Loney. Passed 5-0

4.0 **New Business:** Interview four top applicants for the position of District Administrator.

Four applicants were selected from a larger field after careful screening and analysis. Twelve questions were selected to be asked to the four applicants. Each interview was within a sixty minute time frame.

The Managers are looking for skills in the areas of technical, communication, leadership, management, innovation, education, credentials, experience, and all areas of their abilities to be a potential great new District Administrator.

At the end of the interviews the Manager discussed the interviews and candidates and will move forward to the next step in the process.

5.0 **Motion to adjourn.** Motion Manager Boyles, 2<sup>nd</sup> Manager Loney, pass 5-0

Adjourn 8:15 p.m.

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Steve Pany District Secretary



## CAC Meeting Minutes

Thursday, January 28, 2020  
6:30-8:00 PM

Virtual Meeting

**Attendees:** Christian, Christopher, Woody, Ben  
Staff: Kathryn. Board members: Bruce and Curt  
Guest: Lisa Quinn, Supervisor Spring Lake Township

- I. Convene meeting – 6:30 pm
- II. Minutes & Agenda
  - a. December Minutes approved
  - b. January Agenda approved
  - c. Schedule for 2021 meetings reviewed
- III. CAC business:
  - a. Bylaws Review: Discussed proposed changes to be reviewed and voted on at February CAC meeting. Proposed changes or addendums included: officer election annually in January with next election January 2022. Officer terms begin in February. Member term length 3 years, no term limit, members can reapply. Committee must have a minimum of 5 committee members. Notification of meeting should be posted on district website at least two days prior meeting.
  - b. Review of 2020 CAC activity & plans for 2021 (see notes at end of minutes):
    - i. 50 year anniversary celebration of watershed by Marianne, Kim, Jodi, and Kathryn. Included 50<sup>th</sup> anniversary brochure and the Hike the Watershed challenge and map. These were well received, will continue to be used in 2021.
    - ii. I-LIDS system for boat launches to prevent AIS in lakes was researched by Jodi and presented for the board. Funding for pilot program was approved and is planned at Spring Lake access area in 2021, final contract being negotiated.
    - iii. Fisheries in Spring and Prior Lakes were researched using DNR data. Trends presented to the board by Christian. A stocking of bluegill and walleye is planned for 2021. Bluegill have decreasing numbers and are beneficial as they eat carp eggs and walleye is the most popular game fish. The watershed received financial support from the local community including PLA, SLA and PL Rotary.
    - iv. Subcommittee with Woody, Christopher, Jim, and Christian did evaluation of upper watershed storage and pollution reduction options with review of watershed management plan, flood control study and five possible options proposed by Wenck. Subcommittee continuing to follow watershed board discussion, decisions and implementation of the blueprint recommendations for upper watershed.
    - v. Research on muck digesters presented by Matt and Christopher to clean sediment and clean lakes and streams. Further research pending to clarify regulations and design specific project proposals with costs.
    - vi. Planning a work group in 2021 to review shoreline regulations and give recommendations on lakefront shorelines to withstand erosion including environmental benefits of including natural vegetation and preserving existing



- native vegetation. Both Spring Lake Township (Melissa Hanson, Lisa Quinn) and PL City (Pete Young) are willing to participate.
- vii. Goal to recruit more members to the CAC in 2021.
- IV. Staff Project Updates
- V. Board Meeting Report - CAC Member Report of January Meeting – Woody
- i. Staffing updates – Maggie is temp District Administrator, interview process ongoing.
  - ii. Discussion on carp program activities
  - iii. Upper Watershed Blueprint, Wenck
  - a. February 9<sup>th</sup> Board Meeting Attendee – Ben
  - b. March 9<sup>th</sup> Board meeting Attendee - Christopher
  - c. Sign up needed for rest of 2021 Board meeting dates. Kathryn sent out sign up list.
- VI. Staff Project Updates:
- a. Carp seine planned on Upper Prior Lake 1/29/21, hoping to seine Spring Lake this winter if carp group up
  - b. Ben offered to have sensors record passage of tagged carp at his home on channel between SL and PL. Work with Jeff and Shauna. Discussed SMSU may recycle caught carp.
  - c. Reviewed Dec 15 workshop for homeowners by SWCD on best use of salt management for the winter season. Goal to reduce chloride pollution. Available for viewing on YouTube.
  - d. Final interviews of candidates for District Administrator planned 2/2/21
- VII. Board Liaison Updates & Requests to CAC – Bruce
- a. Carp seine planned for Jan 29 on Upper Prior
  - b. Upper Watershed Blueprint – five potential projects are outlined in report.
    - i. During discussion, Christopher noted that stated goal for the plan is to reduce flooding on Spring, Upper Prior and Lower Prior Lakes but plan currently only lists the flood reduction that would be achieved on Prior Lake (not Spring) for each project.
  - c. Board retreat – held in January to discuss plans for 2021.
- VIII. Subcommittee Reports
- a. AIS/Signage: I-LIDS update – Watershed staff finalizing contract for system.
  - b. 50<sup>th</sup> Anniversary (Kim) – no new updates. Committee will be retired since anniversary is past.
  - c. Fish Stocking (Christian) – no new updates
  - d. Shoreline Restoration (Christopher, Matt) – area for larger CAC focus in 2021.
  - e. Storage Assessment, Plans and Wetland Banking (Christopher, Woody, Jim) – Update on Upper Watershed Blueprint
- IX. Topics and Goals for Next Meeting:
- a. Review participation in subcommittees, set goals, recruit more members, elect new secretary.
- X. Staff & Other Announcements
- XI. Adjourn: 8:08 pm

### Upcoming Meetings:

- Board Meeting: Tues, February 9, 6:00 pm
- CAC Meeting: Thurs, February 25, 6:30 pm

2/9/2021

### 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 Old National Bank) to the claims list parties.

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

UPDATED 2/4/2021

Vendor	Invoice	Description	Amount
<b>1. Watershed District Projects (excluding staff payroll)</b>			
Wenck	12009380	Upper Watershed Blueprint	8,214.40
EOR	00758-0136	Upper Watershed Blueprint	87.00
EOR	00758-0139	District Plan Update	130.50
EOR	00758-0139	Northwood Pond Survey	87.00
EOR	00758-0139	General Engineering	1,305.00
EOR	00758-0139	Permitting	1,437.50
EOR	00758-0139	Rule Revisions	87.00
EOR	00758-0114	Sutton Lake Outlet Modification	3,007.05
EOR	00758-0139	Water Quality Database	193.50
Scott SWCD	2020-270	Quarter 4	44,190.18
Smith Partners	41999	Water Resources Plan - November	231.00
WSB	R-015516-000 26	Carp Management	776.00
WSB	R-015516-000 25	Carp Management	4,626.50
Xcel Energy	717933447	January	25.86
<b>Subtotal</b>			<b>64,398.49</b>
<b>2. Outlet Channel - JPA/MOA (excluding staff payroll)</b>			
EOR	00758-0134	2020 PLOC XP-SWMM Updates	4,114.00
EOR	00758-0137	2020 PLOC Vegetation /Stability Inspections	1,480.75
EOR	00758-0140	PLOC Engineering Assistance	87.00
AES	4063	AIS Management	260.00
HG & K		January PLOC	218.75
<b>Subtotal</b>			<b>6,160.50</b>
<b>3. Payroll, Office and Overhead</b>			
ADP Manager Per Diems		Already Paid	1,518.04
ADP Staff Payroll		Already Paid	30,218.07
ADP Taxes & Benefits		Already Paid	11,815.02
Connexus Credit Union		Health Savings Account	205.38
HSA Bank		Health Savings Account	415.38
HG & K		January	1,486.25
Metro Sales	1746393	Copy Machine Contract	110.60
NCPERS	940000022021	Life Insurance	256.00
Optum Bank	95-10067836	Health Savings	41.25
Stephanie Molloy		DA Interview Travel Expenses	607.80
Smith Partners	42094	Contracts - January	69.30
Smith Partners	41998	General Admin & Legal Services - November	835.00
Smith Partners	42093	General Admin & Legal Services - January	346.50
Gallagher	202126037	Salary survey	875.00
VISA		January	1,695.61
CLA	2732180	Accounting	3,538.50
Scott County Treasurer	IN26749	Audit reports	190.00
Deluxe	2048679806	New Checks	567.37
Nor-Tech	313566	Computer	1,283.00
<b>Subtotal</b>			<b>56,074.07</b>

**TOTAL****126,633.06**

X \_\_\_\_\_

X \_\_\_\_\_



## **APPROVAL OF 2021**

### **CITIZENS ADVISORY COMMITTEE (CAC) MEMBERS**

The following CAC Members plan to continue serving on the CAC in 2021:

- Christian Morkeberg
- Woody Spitzmueller
- Jim Weninger
- Christopher Crowhurst
- Matt Newman
- Ben Burnett

**AGREEMENT BETWEEN THE PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT  
AND THE SCOTT SOIL AND WATER CONSERVATION DISTRICT FOR THE  
PROVISION OF PROFESSIONAL CONSERVATION SERVICES**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2021, by the **PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT**, a governmental subdivision of the State of Minnesota (the "DISTRICT") and the **SCOTT SOIL AND WATER CONSERVATION DISTRICT**, governmental subdivision of the State of Minnesota (the SWCD) for the period January 1, 2021 through December 31, 2021.

**1. SCOPE OF SERVICE AND AUTHORIZATION.** The DISTRICT retains the SWCD to provide services related to conservation promotion, landowner technical assistance, monitoring, education, and other miscellaneous technical and field services (Services), as set forth in the Scope of Work and Budget, attached hereto as Exhibit A.

**2. FEES AND PAYMENT.** The SWCD will invoice the DISTRICT on a quarterly basis for time and materials associated with delivery of Services set forth in Exhibit A, unless otherwise specified. Hourly fees for the Services are included in Exhibit A. Materials expenses shall be pre-approved or requested in advance by the DISTRICT Administrator or designee before incurred. The SWCD will not invoice for mileage reimbursement.

Payment shall be due within 30 days following receipt of an itemized invoice from the SWCD, using a format approved by the DISTRICT. The DISTRICT may withhold payment for any services not covered in Exhibit A or otherwise authorized in advance by the Administrator or designee.

**3. PROFESSIONAL RESPONSIBILITY.** The SWCD shall perform the Services consistent with that level of care and skill ordinarily exercised by members of its profession practicing under similar conditions at the time the Services are performed.

**4. DISTRICT'S RESPONSIBILITY.** At the SWCD's reasonable request, the DISTRICT shall provide to the SWCD all reports, data, studies, plans, specifications, documents, and other information in its possession that are relevant to the Services. The SWCD shall be responsible only for the accuracy of the data, interpretations, and recommendations it generates or makes. The SWCD will not be responsible for any interpretations or recommendations generated or made by others, which are based, in whole or in part, on the SWCD's data, interpretations or recommendations.

**5. INDEMNIFICATION.**

(a) The SWCD shall indemnify and hold harmless the DISTRICT and its managers, officers, employees, agents, and successors from and against any and all losses, damages, claims, liabilities, costs, and expenses, including legal fees and costs of investigation, resulting from or arising out of (i) a material breach by the SWCD of any term or provision of this Agreement, or (ii) any negligent act or omission or intentional misconduct of the SWCD in the performance of this Agreement or the Services.

(b) The DISTRICT agrees to indemnify and hold harmless the SWCD and its officers, employees, agents, and successors, from and against any and all losses, damages, claims, liabilities, costs, and expenses, including legal fees and costs of investigation, resulting from or arising out of any negligent or wrongful act or omission of the DISTRICT, its officers, directors, or employees.

**6. INSURANCE.**

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

(a) General and professional liability: \$1.5 million each occurrence and aggregate, covering completed operations and contractual liability.

**SWCD/PLSLWD 2021 SERVICE AGREEMENT**  
**Page 2 of 3**

(b) Automobile liability: combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles, \$1.5 million.

(c) Workers' compensation: in accordance with legal requirements applicable to the SWCD.

The DISTRICT will be named as an additional insured with primary coverage under the general liability policy. The SWCD will provide certificates of insurance and other insurance documentation on reasonable request. The certificate will name the DISTRICT as a holder and will state that the DISTRICT will receive written notice before cancellation, nonrenewal or a material change in any described policy under the same terms as the SWCD.

**7. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.**

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

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

If the SWCD receives a request under the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) the SWCD possesses or has created as a result of this agreement, it will inform the DISTRICT immediately and transmit a copy of the request. If the request is addressed to the DISTRICT, the SWCD will not provide any information or documents, but will direct the inquiry to the DISTRICT. If the request is addressed to the SWCD, the SWCD will be responsible to determine and meet its legal obligations, but will notify and consult with the DISTRICT before replying. Nothing in the preceding sentence supersedes the SWCD's obligations under this Agreement with respect to protection of DISTRICT data, property rights in data or confidentiality.

**8. RELATIONSHIP OF PARTIES.** The SWCD shall be an independent contractor in performing the Services and shall not act as an agent or an employee of the DISTRICT. The SWCD shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, insurance and taxes, if any. The SWCD shall not have any right or authority to make any representation or to assume or create any obligation, expressed or implied, on behalf of the DISTRICT.

The SWCD will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services and will procure all licenses, permits and other rights necessary to perform the Services. In performing the Services, the SWCD will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

**SWCD/PLSLWD 2021 SERVICE AGREEMENT**  
**Page 3 of 3**

**9. ASSIGNMENT.** Neither party shall assign, or otherwise transfer, its rights or obligations hereunder without the written consent of the other party.

**10. AUDIT.** All documents and records relating to this Agreement shall be available for inspection by the DISTRICT and the state auditor for six years. The DISTRICT may audit all records of the SWCD relating to the costs, expenses and Services performed. If the audit shows that the payment by the DISTRICT to the SWCD exceeds the amount due the SWCD, the excess amount shall be returned to the DISTRICT and the SWCD shall bear the expense of the audit.

**11. DISPUTES.** All disputes between the SWCD and the DISTRICT shall be subject to non-binding mediation before either party may commence suit. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 60 days of service of notice. The parties shall agree on a mediator.

**12. TERMINATION.** This Agreement shall be terminable at will by either party effective immediately upon written notice to the other party via certified mail. Termination of this Agreement does not relieve either party of its obligations with regard to services provided prior to the time of termination. Insurance obligations; warranties; obligations to indemnify and hold harmless; and document-retention requirements will survive the completion of the Services and the term of this agreement.

**13. GOVERNING LAW.** This Agreement is governed by and shall be construed according to the laws of Minnesota.

**14. NOTICES.** All notices and communications to the SWCD under this Agreement shall be to 7151 W. 190<sup>th</sup> Street, Suite 125, Jordan, MN, 55352. All notices and communications to the DISTRICT under this Agreement shall be to 4646 Dakota Street SE, Prior Lake, MN 55372.

**15. ENTIRE AGREEMENT.** This Agreement including any attachments incorporated constitutes the entire understanding between the DISTRICT and the SWCD. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.

**For the PRIOR LAKE-SPRING LAKE WATERSHED  
DISTRICT**

Signed: \_\_\_\_\_  
Title:     Mike Myser, President  
Date: \_\_\_\_\_

**For the SCOTT SOIL and WATER CONSERVATION  
DISTRICT**

Signed: \_\_\_\_\_  
Title:     Rob Casey, Chair  
Date: \_\_\_\_\_

## EXHIBIT A

### 2021 SCOPE OF WORK AND BUDGET

The Scott Soil and Water Conservation District (SWCD) will provide the Prior Lake Spring Lake Watershed District (DISTRICT) with a variety of conservation services, in support of the goals and objectives in its Water Resources Management Plan, Spring Lake-Upper Prior Lake TMDL Implementation Plan, and Upper Watershed Blueprint.

Services will be delivered on a time and materials basis. Individual line items may vary as the year progresses due to unpredicted needs and circumstances; however, this Scope is capped with an overall not-to-exceed amount of **\$124,500**. The SWCD may be requested to provide services outside of and in addition to this Scope. These services will be provided on an as-requested basis via separate work order or memoranda, the costs of which will not apply to the not-to-exceed amount.

#### **Task I. Technical Assistance and Cost Share (TACS)**

##### **Description**

The SWCD will provide information, technical, and cost share assistance to landowners within the DISTRICT in support of implementation of conservation behaviors and best management practices that reduce soil erosion, decrease runoff volume, and improve water quality.

##### **A. Conservation Marketing and Promotion**

The SWCD will continue targeted marketing initiatives aimed at promoting adoption of priority conservation practices. The focus will be practices targeted in the SWCD's 2020 CWF grant, prioritizing the Spring and Fish Lake Watersheds. Activities will include:

- Identifying targeted parcels and gathering contacts information
- Developing letters, mail lists, and informational materials
- Making personal calls and home visits
- Tracking progress

##### **B. Livestock/Commodity Producer Assistance**

The SWCD will provide technical support to livestock and commodity producers on conservation measures providing water quality benefits in the DISTRICT.

- Provide Equipment Rental Program services for cover crops and other conservation seeding
- Assist with animal waste management planning
- Assist with livestock facility and pasture management planning
- Provide information and assistance related to state feedlot regulations, including planning, permitting, inspections, complaint response and pollution discharge

##### **C. Project Design, Construction and Cost Share Assistance**

The SWCD will administer a cost share program in accordance with the DISTRICT's approved Docket. These services will be provided to landowners who: a) respond with interest to marketing efforts under Task IA and b) call or walk-in with their own conservation issues or concerns. Services provided to producers participating in the FLC cost share program will also fall under this task.

- Follow up
  - Calls and/or visit with landowners
  - Conduct off-site or on-site research
  - Provide information about potential solutions and available assistance
  - Document landowner interest and project opportunities
- Project Scoping and Pre-Approval
  - Meet with landowners to clarify goals and interests
  - Conduct preliminary off- and/or on-site research
  - Determine project feasibility and eligibility
- Project Development
  - Complete technical assessment
  - Conduct topographic surveys if necessary



**2021 SCOPE OF SERVICES AND BUDGET**

Page 2 of 4

- Meet with landowner to finalize decisions and secure commitments
- Prepare technical and environmental assessments
- Prepare concept plans and cost estimates
- Administrative Activities
  - Prepare and process contract applications, fact sheets, and payment vouchers
  - Prepare and send letters of decision (approval or denial)
  - Prepare and issue cost share checks, upon certified completion
  - Project/file close out
- Design Activities
  - Conduct surveys
  - Prepare and review designs, specifications, and final cost estimates (or coordinate same if engineering services are outsourced)
  - Apply for/secure applicable permits
  - Prepare Operation and Maintenance agreements
  - If requested submit design packet to the DISTRICT for review prior to construction
- Construction Activities
  - Coordinate and lead pre-construction meetings
  - Stake projects; Inspect/supervise construction
  - Prepare as-built drawings; provide construction certification

**D. Conservation Planning**

The SWCD will provide conservation planning services for cost share program participants, in accordance the Conservation Practice Financial Assistance Program Policy Manual

- Gather data (soils, topography, water resources, management practices, compliance status, etc.)
- Evaluate current resource conditions; identify needs and opportunities
- Prepare preliminary conservation plan; review with land user
- Prepare and deliver final Conservation Plan and Agreement; secure signatures

**E. Status Reviews**

Projects installed using DISTRICT funds will be inspected to ensure they are complying with their Operations and Maintenance (O&M) plans, in accordance with cost share contract requirements. Inspections are completed the 1<sup>st</sup>, 5<sup>th</sup>, and 9<sup>th</sup> year following certification.

- Conduct site visit and inspection of project site
- Prepare inspection report
- Conduct follow up inspection and landowner technical assistance, if necessary

**F. Management/Other**

- Prepare, review and present cost share policy updates
- Prepare quarterly and annual accomplishment reports
- Miscellaneous services on an as-requested basis

**Budget<sup>1</sup>**

TACS services	\$32,000
TACS cost share (pass through):	\$24,000
TACS Management	<u>\$2,000</u>
	<b>\$58,000</b>

<sup>1</sup> Budget amounts in these categories may vary depending on number and types of projects, as well as the availability of other sources of funding for cost share and incentives. For example, additional funds may be dedicated for TA in order to leverage grant funds that can be used for project cost share and incentives.

**2021 SCOPE OF SERVICES AND BUDGET**

Page 3 of 4

**Task II. Farmer Led Council****Description**

The SWCD will provide technical support to the Farmer Led Council (FC), including but not limited to:

- Meeting with DISTRICT staff for program planning, coordination and reporting;
- Providing input and support on policy and program implementation;
- Participating in FLC meetings;
- Conduct follow up with current and prospective participants to promote FLC goals and programs;
- Assist cooperators with FLC program participation, including but not limited to: delivering and placing water quality inlets; coordinating and implementing the cover crop initiative; conducting lake-friendly farm certification assessments; preparing conservation plans; and
- Assist DISTRICT staff with certification recognition activities

**Budget**

Staff services	\$18,000
Expenses (pass through)	<u>\$31,000</u>
Total	<b>\$49,000</b>

**Task III. Monitoring and Data Collection****Description**

The SWCD will assist the DISTRICT with planning and implementing its monitoring program, including but not limited to grab samples, flow measurements, deployments and related activities, as per approved monitoring plan or as otherwise requested by DISTRICT staff.

**Budget**

Monitoring Services: DMP	\$6,000
Monitoring Services: PLOC	\$2,000
Monitoring Services: Ferric	\$3,000
Total	<b>\$11,000</b>

**Task IV. Misc Regulatory Services****Description**

The SWCD will provide various technical services on an as-requested basis, including surveying and GIS analysis; erosion and sediment control inspections; and other services on an as-requested basis

**Budget**

Surveys/GIS	\$2,000
ESC Inspections/Investigation	\$1,000
Total	<b>\$3,000</b>

**2021 SCOPE OF SERVICES AND BUDGET**  
**Page 4 of 4**

**Task V. EDUCATION PROGRAMMING**

**Description**

The SWCD will provide various educational programming services aimed at implementation of the DISTRICT's Education & Outreach Plan and the 2021 Scott Clean Water Education Program (SCWEP) work plan. Activities will include but are not necessarily limited to:

- Planning and hosting "how-to" workshops;
- Developing promotional and informational materials and resources, including content in response to COVID-19;
- Plan and implement media marketing/promotion (to include promoting DISTRICT and SWCD cost share and other program opportunities;
- Coordinate and manage registrations and venue set-up and take-down
- Conducting post-event review and follow up with landowners

**Budget**

Services: **\$3,500**

Supplies: Per request

**TASK & BUDGET SUMMARY**

Task	PLSLWD Budget Category	Description	Amount	
I	611 - Cost Share	TACS services	\$32,000	\$58,000
		TACS cost share (pass-through)	\$24,000	
		TACS management	\$2,000	
II	611 - Farmer-Led Council	FLC Services	\$18,000	\$49,000
		FLC cost share (pass-through)	\$31,000	
III	637 - Monitoring Program	Monitoring Services: DMP	\$6,000	\$11,000
	839 - PLOC Flow Monitoring	Monitoring Services: PLOC	\$2,000	
	611 - Ferric System	Monitoring Services: Ferric	\$3,000	
IV	648 - BMP Easements	Regulation: Surveys/GIS	\$2,000	\$3,000
	648 - Permitting	Regulation: ESC Inspections/Invest.	\$1,000	
V	652 - Education & Outreach	Education services	\$3,500	\$3,500
<b>Total</b>				<b>\$124,500</b>

**BILLING RATES**

All services will be billed on a time and materials basis, according to the following hourly rates:

Position Title	Rate
District Director	\$85
Resource Conservationist II	\$77
Finance and Accounting Specialist	\$72
Resource Conservationist I	\$72
Water Resource Specialist; Natural Resources Specialist; Agricultural Programs Specialist	\$67
Outreach and Education Specialist; Resource Conservation Technician	\$62
Administrative Assistant	\$57
Conservation/Seasonal Intern	\$37

PLSLWD  
Cost Analysis  
1-31-2021

	1-31-2021	
	Amount	% of total
<u>Program staff costs</u>	<u>21,829</u>	<u>15.9%</u>
<u>Consultants</u>		
EOR	11,311	
Blue Water Science	14,200	
WSB & Associates	10,955	
Scott Soil and Water Cons.	33,314	
	<u>69,779</u>	<u>50.9%</u>
<u>Projects - (without staff cost or consultants \$12,000 annual threshold)</u>		
PLOC funding	10,551	
Hard costs, exclusive of prog staff & consultant costs	3,849	
Permitting Revenue	-	
	<u>14,400</u>	<u>10.5%</u>
<u>Overhead and Administration</u>		
Staff costs	23,918	
Audit/Accounting/Legal	3,946	
Other admin overhead	3,146	
	<u>31,009</u>	<u>22.6%</u>
<u>Bonds payments</u>	<u>-</u>	<u>0.0%</u>
<b>Expenses excluding PLOC expenses per manager report</b>	<b><u>137,018</u></b>	<b><u>100.0%</u></b>

No assurance is provided on this statement.

This statement omits required disclosures.

This statement is prepared on the cash basis of accounting.

PRIOR LAKE SPRING LAKE WATERSHED DISTRICT  
Financial Report - Cash Basis  
January 1, 2021 Through January 31, 2021

Program Element		2021 Source of Funds			2021 Expenditure Budget
		2021 Levy	Budget Reserve	Grant Funds/Fees	
	Administrative Salaries and Benefits	90,186			90,186
	703 · Telephone & Internet	10,000			10,000
	706 · Office Supplies	8,690			8,690
	709 · Insurance and Bonds	10,000			10,000
	670 · Accounting	30,000			30,000
	671 · Audit	10,250			10,250
	903 · Fees	2,000			2,000
	660 · Legal (not for projects)	5,000			5,000
	Administration	166,126			166,126
	Program Salaries and Benefits (not JPA/MOA)	440,323			440,323
Water Qual	550 Public Infrastructure Partnership Projects	20,000			20,000
Water Qual	611 Farmer-led Council	51,000			51,000
Water Qual	611 Cost-Share Incentives	58,000			58,000
Water Qual	611 Highway 13 Wetland, FeCl system & Desilt, O&M	35,000			35,000
Water Qual	611 Fish Management, Rough Fish Removal	60,000			60,000
Water Qual	611 Spring Lake Demonstration Project Maintenance	1,500			1,500
Water Qual	611 Alum Internal Loading Reserve	230,000			230,000
Water Qual	611 County Rd 12/17 Maintenance	1,000			1,000
Water Qual	611 Fish Lake TMDL Implementation		3,000		3,000
Water Qual	611 Pike Lake TMDL Implementation		3,000		3,000
Water Qual	637 District Monitoring Program	128,000			128,000
Water Qual	GRANT Carp Management/Removal	30,000		90,000	120,000
Water Qual	626 Planning and Program Development	32,000			32,000
Water Qual	626 LGU Plan Review		3,000		3,000
Water Qual	626 Engineering not for programs	30,000			30,000
Water Qual	648 Permitting and Compliance	17,000			17,000
Water Qual	648 Update MOAs with cities & county	5,000	5,000		10,000
Water Qual	648 BMP and easement inventory & inspections	14,000			14,000
Water Qual	626 Upper Watershed Blueprint	235,543			235,543
Water Qual	626 District Plan Update	2,500			2,500
Water Qual	752 Fish Lake Shoreline Restoration Project Maintenance	1,000			1,000
Water Qual	626 Spring Lake West Subwatershed Project	30,000			30,000
Water Qual	648 Non-project Reg. Reporting, Rules & Stand. Rev.	5,000			5,000
Water Qual	611 Fish Stocking	6,000			6,000
	WQ TOTAL	992,543	14,000	90,000	1,096,543
Water Storage	550 District-wide Hydraulic & Hydrologic model	7,500			7,500
	550 S&I Sutton Lake Outlet Structure Project	25,000	182,000	207,000	414,000
	WS TOTAL	32,500	182,000	207,000	421,500
AIS	611 Aquatic Vegetation Mgmt	-			-
AIS	637 Automated Vegetation Monitoring	4,700			4,700
AIS	637 Aquatic Vegetation Surveys	18,000			18,000
AIS	637 Boat inspections on Spring, Upper & Lower Prior	38,000			38,000
AIS	637 AIS Management Plans	20,000			20,000
	AIS TOTAL	80,700	-	-	80,700
Ed & Out	652 Education and Outreach Program	7,440	11,910		19,350
	E&O TOTAL	7,440	11,910	-	19,350
	PLOC Restoration, Maintenance & Monitoring	-			-
	Bond Payments	-			-
	Total excluding PLOC expenses	1,719,632	207,910	297,000	2,224,542

	PLOC expenses	75000			75,000
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	Grant Funds/Fees Anticipated				
Water Qual	648 Permitting and Compliance			1,000	1,000
Water Qual	648 BMP and easement inventory & inspections			1,000	1,000
AIS	611 Aquatic Vegetation Mgmt. (Scott County)			6,000	6,000
	Total Grant Funds/Fees Anticipated			8,000	8,000

No assurance is provided on this statement.  
This statement omits required disclosures.  
This statement is prepared on the cash basis of accounting.

\*\*Reflects bills paid through January 31, 2021\*\*

Actual Results		
Monthly Paid Expenses	YTD Paid Expenses	Percent Spent
23,918	23,918	
1,535	1,535	
1,524	1,524	
-	-	
1,470	1,470	
-	-	
87	87	
2,476	2,476	
31,009	31,009	18.67%
21,829	21,829	4.96%
-	-	
11,044	11,044	
18,994	18,994	
13	13	
625	625	
-	-	
-	-	
-	-	
-	-	
-	-	
15,149	15,149	
11,041	11,041	
134	134	
-	-	
891	891	
547	547	
-	-	
51	51	
-	-	
-	-	
-	-	
78	78	
-	-	
58,566	58,566	5.34%
-	-	
9,719	9,719	
9,719	9,719	2.31%
-	-	
-	-	
14,200	14,200	
-	-	
-	-	
14,200	14,200	17.60%
1,695	1,695	
1,695	1,695	8.76%
-	-	#DIV/0!

-	-	#DIV/0!
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137,018	137,018	6.16%
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10,551	10,551	14.07%
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