



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## AGENDA

Tuesday, June 14, 2022

**6:00 PM**

Council Chambers  
Prior Lake City Hall

### BOARD OF MANAGERS:

**Bruce Loney, Vice President; Frank Boyles, Secretary;**

**Christian Morkeberg, Treasurer; Matt Tofanelli, Manager; Ben Burnett, 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 – Parkview Conference Room

- Intern Introductions: Kendra Held & Sydney Jones (Joni Giese)
- Draft Sutton Lake Management Plan (Jason Naber)
- AIS Rapid Response Planning (Joni Giese)
- WBIF Proposed Feasibility Studies (Joni Giese)
- Joint Board of Managers & CAC Meeting Agenda (Bruce Loney)
- 2023 Budgeting Process (Joni Giese)
- Banking Status Update (Joni Giese)
- Staffing Discussion (Joni Giese)
- Liaison Updates

6:00 – 6:02 PM 1.0 **BOARD MEETING CALL TO ORDER & PLEDGE OF ALLEGIANCE**

6:02 – 6:05 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. Go up to the podium, turn on the microphone and state your name and address. (The Chair may limit your time for commenting.)

6:05 – 6:18 PM **PUBLIC HEARING**—Stormwater Pollution Prevention Plan (SWPPP) Annual Public Hearing

- 2021 MS4 Annual Report Summary (Joni Giese)

6:18 – 6:20 PM 3.0 **APPROVAL OF AGENDA** (Additions/Corrections/Deletions)

6:20 – 6:30 PM 4.0 **TREASURER'S REPORT**

4.1 Monthly Financial Reports (Discussion Only)

- Financial Report
- Treasurers Report
- Cash Flow Projections

- 6:30 – 7:20 PM    5.0    **OTHER OLD/NEW BUSINESS**
- 5.1    Service to PLSLWD Acknowledgement – Mike Myser
  - 5.2    Programs & Projects Update (Discussion)
  - 5.3    KISTERS Contract Authorization (Vote)
  - 5.4    Office Space Lease Renewal (Vote)
  - 5.5    MOA with City of Prior Lake for Stormwater Volume Management for PLSLWD Permit Nos. 21.01 and 22.01 (Vote)

7:20 – 7:30 PM    6.0    **CONSENT AGENDA**

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

- 6.1    Meeting Minutes – May 10, 2022, Board Workshop
- 6.2    Meeting Minutes – May 10, 2022, Board Meeting
- 6.3    Meeting Minutes – May 19, 2022, Special Board Meeting
- 6.4    Meeting Minutes – April 28, 2022, CAC Meeting
- 6.5    Claims List & Visa Expenditures Summary
- 6.6    Vergus Estates South Development Agreement and Conservation Easement
- 6.7    Amazed Acres Development Agreement
- 6.8    Keyland Development LLC Development Agreement
- 6.9    Cowan Development Agreement

7:20 – 7:25 PM    7.0    **UPCOMING MEETING/EVENT SCHEDULE:**

- PLOC Cooperators Meeting, Thursday, June 16, 2022, 12:00 – 1:30 pm (Prior Lake City Hall – Wagon Bridge Conference Room)
- Joint Board of Managers & CAC Meeting, Thursday, June 30, 2022, 6:00 – 8:00 pm (Prior Lake City Hall – Parkview Conference Room)
- Board of Managers Meeting, Tuesday, July 12, 2022, 6:00 pm (Prior Lake City Hall – Council Chambers)

**PLSLWD Board Staff Report**

June 8, 2022


**PRIOR LAKE  
SPRING LAKE  
WATERSHED DISTRICT**
**Subject |** SWPPP Annual Public Hearing

**Board Meeting Date |** June 14, 2022

**Item No: Public Hearing**
**Prepared By |** Joni Giese, District Administrator

**Attachment |** PLSLWD 2021 MS4 Annual Report/SWPPP

**Action |** No motion required. Discussion only.

### **Background**

PLSLWD has a Municipal Separate Storm Sewer System (MS4) permit for the Prior Lake Outlet Channel. MS4 permittees are required to develop and implement a Stormwater Pollution Prevention Plan (SWPPP) to reduce the discharge of pollutants from their storm sewer system to the maximum extent practicable. The SWPPP must cover six minimum control measures: Public Education & Outreach, Public Participation/ Involvement, Illicit Discharge Detection & Elimination, Construction Site Runoff & Control, Post-Construction Stormwater Management, and Pollution Prevention/Good Housekeeping.

In May 2021, the District submitted an [application](#) to the Minnesota Pollution Control Agency (MPCA) for the 2020 Small Municipal Separate Storm Sewer Systems (MS4) General Permit. The MPCA reauthorized PLSLWD to operate a small MS4 and to discharge from the small MS4 to receiving waters, in accordance with the requirements of the Small Municipal Separate Storm Sewer Systems General Permit MNR040000 (General Permit), effective October 14, 2021, and expiring on November 15, 2025.

Given PLSLWD was reauthorized for the new permit later in the year 2021, the MPCA requested that the 2021 annual report be based on the District's previous 2013 MS4 General Permit, rather than the new permit. The 2022 annual report will be based on the new permit.

### **Discussion**

The Minnesota Pollution Control Agency's (MPCA) Municipal Separate Storm Sewer System (MS4) General Permit requires permittees to prepare a SWPPP annual report and to annually hold a public hearing inviting members of the public to review and comment on the plan and its implementation. Notice of the public hearing was published in the Prior Lake American newspaper on June 4 and 11, 2022. Administrator Giese will provide a brief overview of the District's 2021 MS4 Annual Report/SWPPP.



520 Lafayette Road North  
St. Paul, MN 55155-4194

# MS4 Annual Report for 2021

## Municipal Separate Storm Sewer Systems (MS4s)

Reporting period January 1, 2021 to December 31, 2021

Due June 30, 2022

Doc Type: Permitting Annual Report

**Introduction:** This document is a formatted version of the MS4 Annual Report for 2021, which is completed online by each MS4 permittee. This report is a summary of activities completed under the 2013 MS4 Permit (Permit) between January 1, 2021 and December 31, 2021. For more information about the annual report, please visit the Minnesota Pollution Control Agency's (MPCA) MS4 annual report website at [https://stormwater.pca.state.mn.us/index.php?title=MS4\\_Annual\\_Report](https://stormwater.pca.state.mn.us/index.php?title=MS4_Annual_Report).

### MS4 general contact information

Full name: Joni Giese Title: District Administrator  
Mailing address: 4646 Dakota Street SE  
City: Prior Lake State: MN Zip code: 55372  
Phone: 952-447-4166 Email: jgiese@plslwd.org

### Preparer contact information (if different from the MS4 General contact)

Full name: Allison Weyer Title: Permit Coordinator  
Organization: Prior Lake-Spring Lake Watershed District  
Mailing address: 4646 Dakota Street SE  
City: Prior Lake State: MN Zip code: 55372  
Phone: 952-447-9808 Email: aweyer@plslwd.org

### MCM 1: Public education and outreach

The following questions refer to Part III.D.1. of the Permit.

Q2 Did you select a stormwater-related issue of high priority to be emphasized during this Permit term? [Part III.D.1.a.(1)] Yes

Q3 If "Yes" in Q2, what is your stormwater-related issue(s)?

Q3 Options	Q3 – your answers
Q3:1 TMDL(s)	TMDL(s)
Q3:2 Local businesses	
Q3:3 Residential BMPs	Residential BMPs
Q3:4 Pet waste	
Q3:5 Yard waste	Yard waste
Q3:6 Deicing materials	
Q3:7 Household chemicals	
Q3:8 Construction activities	Construction activities
Q3:9 Post-construction activities	
Q3:10 Other	

If "Other," describe:

Q4 Have you distributed educational materials or equivalent outreach to the public focused on illicit discharge recognition and reporting? [Part III.D.1.a.(2)] Yes

Q5 Do you have an implementation plan as required by the Permit? [Part III.D.1.b.] Yes

Q6 How did you distribute educational materials or equivalent outreach? [Part III.D.1.a.]

[see table below]

Q7 For the items listed in Q6, who is the intended audience?

[see table below]

Q8 For the items listed in Q6, enter the total circulation/audience below (if unknown, use best estimate).

[see table below]

Options	Q6 – your answers	Q7	Q7	Q7	Q7	Q7	Q7	Q8
		Residents	Local businesses	Developers	Students	Employees	Other	Total
Brochure	Brochure	Residents						250
Newsletter	Newsletter	Residents						150
Utility bill insert: merge								
Newspaper ad								
Radio ad								
Television ad								
Cable access channel	Cable access channel	Residents						1500
Stormwater-related event	Stormwater-related event	Residents						40
School project or presentation	School presentation or project	Residents			Students			310
Website	Website	Residents	Local Businesses	Developers	Students			4200
Other (1)	Other (1)	Residents						6000
describe: Social Media.								
Other (2)	Other (2)	Residents	Local Businesses					1000
describe: Prior Lake Chamber Fest.								
Other (3)	Other (3)						Other	10
describe: CAMP Program Volunteers.								

**For Q9 and Q10 below**, provide a brief description of each activity related to public education and outreach (e.g., rain garden workshop, school presentation, public works open house) held and the date each activity was held from January 1, 2021 to December 31, 2021. [Part III.D.1.c.(4)]

Q9 Date of activity	Q10 Description of activity
4/7/2021	SCWEP Event - Raingarden Webinar: How to plant a raingarden.
6/9/2021	SCWEP Event - Shoreline Webinars: Stabilize your shoreline.
7/14/2021	SWCEP Event - Native Prairie Webinar: Plant native prairie.
12/15/2021	SCWEP Event - Chloride information and kits: Homeowner winter maintenance.
9/25/2021	Clean Water Clean-up Stenciling Event - hosted by PLSLWD.
10/4/2021	PLOC District Tour - Outlet Channel.

Q11 Between January 1, 2021 and December 31, 2021, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.]

Yes

If "Yes," describe those modifications:

Due to COVID, PLSLWD's annual Clean Water Clean-up Events were modified to only one per calendar year in 2021, as opposed to two. In addition, the partnership events with Scott SWCD were provided virtually via webinars and some events were cancelled due to staffing restrictions.

## MCM 2: Public participation/involvement

The following questions refer to Part III.D.2.a. of the Permit.

Q12 You must provide a minimum of one opportunity each year for the public to provide input on the adequacy of your Stormwater Pollution Prevention Program (SWPPP). Did you provide this opportunity between January 1, 2021 and December 31, 2021? [Part III.D.2.a.(1)]

Yes

Q13 If 'Yes' in Q12, what was the opportunity that you provided?

Q13 Options	Q13 – your answers
Q13:1 Public meeting	Public meeting
Q13:2 Public event	

## Q13:3 Other

Q14	If 'Public meeting' in Q13, did you hold a stand-alone meeting or combine it with another event?	Combined
	Date of the public meeting:	7/13/2021
	Number of citizens that attended and were informed about your SWPPP:	11
Q15	If "Public event" in <b>Q13</b> , describe:	
	Date of the public event:	_____
	Number of citizens that attended and were informed about your SWPPP:	_____
Q16	If "Other" in <b>Q13</b> , describe:	
	Date of this action:	_____
	Number of citizens that attended and were informed about your SWPPP:	_____
Q17	Between January 1, 2021 and December 31, 2021, did you receive any input regarding your SWPPP?	No
	If 'Yes,' enter the total number of individuals or organizations that provided comments on your SWPPP:	_____
Q18	If 'Yes' in Q17, did you modify your SWPPP as a result of written input received? [Part III.D.2.b.(2)]	_____
	If "Yes," describe those modifications:	_____
Q19	Between January 1, 2021 and December 31, 2021, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.]	No
	If "Yes," describe those modifications:	_____

### MCM 3: Illicit discharge detection and elimination

The following questions refer to Part III.D.3. of the Permit.

Q20	Do you have a regulatory mechanism which prohibits non-stormwater discharges to your MS4?	Yes						
Q21	Did you identify any illicit discharges between January 1, 2021 and December 31, 2021? [Part III.D.3.h.(4)]	No						
Q22	If 'Yes' in Q21, enter the number of illicit discharges detected:	_____						
Q23	If 'Yes' in Q21, how did you discover these illicit discharges:	_____						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Q23 Options</th> <th style="text-align: left;">Q23 – your answers</th> </tr> </thead> <tbody> <tr> <td>Q23:1 Public complaint</td> <td>_____</td> </tr> <tr> <td>Q23:2 Staff</td> <td>_____</td> </tr> </tbody> </table>	Q23 Options	Q23 – your answers	Q23:1 Public complaint	_____	Q23:2 Staff	_____	
Q23 Options	Q23 – your answers							
Q23:1 Public complaint	_____							
Q23:2 Staff	_____							
Q24	If 'Public complaint' in Q23, enter the number discovered by the public:	_____						
Q25	If 'Staff' in Q23, enter the number discovered by staff:	_____						
Q26	If 'Yes' in Q21, did any of the discovered illicit discharges result in an enforcement action (this includes verbal warnings)?	_____						

- Q27 If 'Yes' in Q26, what type of enforcement action(s) was taken and how many of each action were issued between January 1, 2021 and December 31, 2021?

Q27 Options	Q27 – your answers	
Q27:1 Verbal warning		
Q27:2 Notice of violation		
Q27:3 Fine		
Q27:4 Criminal action		
Q27:5 Civil penalty		
Q27:6 Other		

If "Other," describe:

- Q28 If 'Yes' in Q26, did the enforcement action(s) taken sufficiently address the illicit discharge(s)? \_\_\_\_\_

- Q29 If 'No' in Q28, why was the enforcement not sufficient to address the illicit discharge(s): \_\_\_\_\_

- Q30 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your illicit discharge regulatory mechanism(s)? [Part III.B.] Yes

- Q31 Between January 1, 2021 and December 31, 2021, did you train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges) and reporting illicit discharges for further investigations? [Part III.D.3.e.] Yes

- Q32 If 'Yes' in Q31, how did you train your field staff?

Q32 Options	Q32 – your answers
Q32:1 Email	
Q32:2 PowerPoint	PowerPoint
Q32:3 Presentation	Presentation
Q32:4 Video	
Q32:5 Field training	
Q32:6 Other	

If "Other," describe:

**The following questions refer to Part III.C.1. of the Permit.**

- Q33 Did you update your storm sewer system map between January 1, 2021 and December 31, 2021? [Part III.C.1.] No

- Q34 Does your storm sewer map include all pipes 12 inches or greater in diameter and the direction of stormwater flow in those pipes? [Part III.C.1.a.] No

- Q35 Does your storm sewer map include outfalls, including a unique identification (ID) number and an associated geographic coordinate? [Part III.C.1.b.] No

- Q36 Does your storm sewer map include all structural stormwater BMPs that are part of your MS4? [Part III.C.1.c.] Yes

- Q37 Does your storm sewer map include all receiving waters? [Part III.C.1.d.] Yes

- Q38 In what format is your storm sewer map available? GIS

If "Other," describe:

- Q39 Between January 1, 2021 and December 31, 2021, did you modify your BMPs, measurable goals, or future plans for your illicit discharge detection and elimination (IDDE) program? No

If "Yes," describe those modifications:

## MCM 4: Construction site stormwater runoff control

The following questions refer to Part III.D.4. of the Permit.

- Q40 Do you have a regulatory mechanism that is at least as stringent as the Agency's general permit to Discharge Stormwater Associated with Construction Activity (CSW Permit) No. MN R100001 (<http://www.pca.state.mn.us/index.php/view-document.html?gid=18984>) for erosion and sediment controls and waste controls? [Part III.D.4.a.] Yes
- Q41 Have you developed written procedures for site plan reviews as required by the Permit? [Part III.D.4.b.] Yes
- Q42 Have you documented each site plan review as required by the Permit? [Part III.D.4.f.] Yes
- Q43 Enter the number of site plan reviews conducted for sites an acre or greater between January 1, 2021 and December 31, 2021: 18
- Q44 What types of enforcement actions do you have available to compel compliance with your regulatory mechanism? Check all that apply and enter the number of each used from January 1, 2021 to December 31, 2021.

Q44 Options	Q44 – your answers	
Q44:1 Verbal warning	Verbal warnings	30
Q44:2 Notice of violation	Notice of violation	75
Q44:3 Administrative order	Administrative orders	0
Q44:4 Stop-work order		
Q44:5 Fine	Fines	0
Q44:6 Forfeit of security bond money	Forfeit of security of bond money	0
Q44:7 Withholding of certificate of occupancy		
Q44:8 Criminal action		
Q44:9 Civil penalty	Civil penalties	0
Q44:10 Other		

If "Other," describe:

- Q45 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your construction site stormwater runoff control regulatory mechanism(s)? Yes
- Q46 Enter the number of active construction sites an acre or greater that were in your jurisdiction between January 1, 2021 and December 31, 2021: 3
- Q47 Do you have written procedures for identifying priority sites for inspections? [Part III.D.4.d.(1)] Yes
- Q48 If 'Yes' in Q47, how are sites prioritized for inspections?

Q48 Options	Q48 – your answers
Q48:1 Site topography	Site topography
Q48:2 Soil characteristics	Soil characteristics
Q48:3 Type of receiving water(s)	Types of receiving water(s)
Q48:4 Stage of construction	Stage of construction
Q48:5 Compliance history	Compliance history
Q48:6 Weather conditions	Weather conditions
Q48:7 Citizen complaints	Citizen complaints
Q48:8 Project size	
Q48:9 Other	

If "Other," describe:

- Q49 Do you have a checklist or other written means to document site inspections when determining compliance? [Part III.D.4.d.(4)] Yes
- Q50 Enter the number of site inspections conducted for sites an acre or greater between January 1, 2021 and December 31, 2021: 90
- Q51 Enter the frequency at which site inspections are conducted (e.g., daily, weekly, monthly): [Part III.D.4.d.(2)]:



Weekly.

Q52 Enter the number of trained inspectors that were available for construction site inspections between January 1, 2021 and December 31, 2021:

3

Q53 Provide the contact information for the inspector(s) and/or organization that conducts construction stormwater inspections for your MS4. List your primary construction stormwater contact first if you have multiple inspectors.

1	Inspector name:	Maggie Karschnia
	Organization:	Prior Lake-Spring Lake Watershed District
	Office phone:	952-447-4166
	Work/Cell phone:	952-447-9808
	Email address:	mkarschnia@plslwd.org
	Preferred contact method:	
2	Inspector name:	Jeff Anderson
	Organization:	Prior Lake-Spring Lake Watershed District
	Office phone:	952-447-4166
	Work/Cell phone:	952-440-0070
	Email address:	janderson@plslwd.org
	Preferred contact method:	
3	Inspector name:	Shauna Capron
	Organization:	Prior Lake-Spring Lake Watershed District
	Office phone:	952-447-4166
	Work/Cell phone:	952-440-0101
	Email address:	scarpron@plslwd.org
	Preferred contact method:	

Q54 What training did inspectors receive?

Q54 Options	Q54 – your answers
Q54:1 University of Minnesota Erosion and Stormwater Management Certification Program	University of Minnesota Erosion and Stormwater Management Certification Program
Q54:2 Qualified Compliance Inspector of Stormwater (QCIS)	
Q54:3 Minnesota Laborers Training Center Stormwater Pollution Prevention Plan Installer or Supervisor	
Q54:4 Minnesota Utility Contractors Association Erosion Control Training	
Q54:5 Certified Professional in Erosion and Sediment Control (CPESC)	
Q54:6 Certified Professional in Stormwater Quality (CPSWQ)	
Q54:7 Certified Erosion, Sediment and Storm Water Inspector (CESSWI)	
Q54:8 Other	

If "Other," describe:

Q55 Between January 1, 2021 and December 31, 2021, did you modify your BMPs, measurable goals, or future plans for your construction site stormwater runoff control program? [Part IV.B.]

No

If "Yes," describe those modifications:

## MCM 5: Post construction stormwater management

The following questions refer to Part III.D.5. of the Permit.

Q56 Do you have a regulatory mechanism which meets all requirements as specified in Part III.D.5.a of Yes

- Q57 What approach are you using to meet the performance standard for Volume, Total Suspended Solids (TSS), and Total Phosphorus (TP) as required by the Permit? [Part III.D.5.a.(2)] Check all that apply. Refer to the MPCA website at <http://www.pca.state.mn.us/index.php/view-document.html?gid=17815> for guidance on stormwater management approaches.

Q57 Options	Q57 – your answers
Q57:1 Retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site	Retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site
Q57:2 Retain the post-construction runoff volume on site for the 95th percentile storm	
Q57:3 Match the pre-development runoff conditions	Match the pre-development runoff conditions
Q57:4 Adopt the Minimal Impact Design Standards (MIDS)	
Q57:5 An approach has not been selected	
Q57:6 Other method (Must be technically defensible--e.g., based on modeling, research and acceptable engineering practices)	

If "Other," describe:

- Q58 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your post-construction stormwater management regulatory mechanism(s)? [Part III.B.] Yes \_\_\_\_\_
- Q59 Between January 1, 2021 and December 31, 2021, did you modify your BMPs, measurable goals, or future plans for your post-construction site stormwater management program? [Part IV.B.] No \_\_\_\_\_

If "Yes," describe those modifications:

## MCM 6: Pollution prevention/good housekeeping for municipal operations

The following questions refer to Part III.D.6. of the Permit.

- Q60 Enter the total number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds within your MS4 (exclude privately owned).
- Q60:a Structural stormwater BMPs 0 \_\_\_\_\_
- Q60:b Outfalls 1 \_\_\_\_\_
- Q60:c Ponds 0 \_\_\_\_\_
- Q61 Enter the number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds that were inspected from January 1, 2021 to December 31, 2021, within your MS4 (exclude privately owned). [Part III.D.6.e.]
- Q61:a Structural stormwater BMPs 0 \_\_\_\_\_
- Q61:b Outfalls 1 \_\_\_\_\_
- Q61:c Ponds 0 \_\_\_\_\_
- Q62 Have you developed an alternative inspection frequency for any structural stormwater BMPs, as allowed in Part III.D.6.e.(1) of the Permit? No \_\_\_\_\_
- Q63 Based on inspection findings, did you conduct any maintenance on any structural stormwater BMPs? [Part III.D.6.e.(1)] No \_\_\_\_\_
- Q64 If 'Yes,' briefly describe the maintenance that was conducted:
- Q65 Do you own or operate any stockpiles, and/or storage and material handling areas? [Part III.D.6.e.(3)] No \_\_\_\_\_
- Q66 If 'Yes' in Q65, did you inspect all stockpiles and storage and material handling areas quarterly? [Part III.D.6.e.(3)] \_\_\_\_\_

Q67 If 'Yes' in Q66, based on inspection findings, did you conduct maintenance at any of the stockpiles and/or storage and material handling areas?

Q68 If 'Yes' in Q67, briefly describe the maintenance that was conducted:

Q69 Between January 1, 2021 and December 31, 2021, did you modify your BMPs, measurable goals, or future plans for your pollution prevention/good housekeeping for municipal operations program? [Part IV.B.]

No

If 'Yes' in Q69, describe those modifications:

## Discharges to impaired waters with an USEPA-approved TMDL that includes an applicable WLA

If required, you must complete the TMDL Annual Report Form, available on the MPCA's website at [https://stormwater.pca.state.mn.us/index.php?title=Download\\_page\\_with\\_TMDL\\_forms](https://stormwater.pca.state.mn.us/index.php?title=Download_page_with_TMDL_forms).

Attach your completed TMDL Annual Report Form as instructed in the online Annual Report. [Part III.E]

Q71 If a file was successfully uploaded, a reference number will appear:

## Alum or Ferric Chloride Phosphorus Treatment Systems (not required)

The following questions refer to Part III.F.3.a. of the Permit. Provide the information below as it pertains to your alum or ferric chloride phosphorus treatment system.

Q72 Date(s) of operation (mm/dd/yyyy - mm/dd/yyyy)

January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

	Q73	Q74	Q75	Q76
Month	Chemical(s) used for treatment	Gallons of alum or ferric chloride treatment	Gallons of water treated	Calculated pounds of phosphorus removed
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

- Q77 Any performance issues and corrective action(s), including the date(s) when corrective action(s) were taken, between January 1, 2021 and December 31, 2021:

## Partnerships

- Q78 Did you rely on any other regulated MS4s to satisfy one or more Permit requirements? Yes
- Q79 If 'Yes' in Q78, describe the agreements you have with other regulated MS4s and which Permit requirements the other regulated MS4s help satisfy: [Part IV.B.6.]
- PLSLWD has a Memorandum of Agreement (MOA) for the Operation and Maintenance of the Prior Lake Outlet Channel (PLOC) with the City of Prior Lake, Shakopee Mdewakanton Sioux Community (SMSC), and the City of Shakopee. The MOA defines maintenance responsibilities and restricts discharge rates. PLSLWD conducts inspections of the culverts on the PLOC, but defers to Prior Lake, SMSC and Shakopee for investigating, locating and eliminating illicit discharges. PLSLWD has an MOA with the Cities of Prior Lake, Savage and Scott County that our Rules are equivalent to their requirements. PLSLWD partners with the City of Prior Lake to complete outreach events, such as the Clean Water Clean Up Storm Drain Stenciling event which occurred once in 2021 and focused on illicit discharge to storm sewer systems. The District also engages with Scott SWCD to conduct outreach and educational events.

## Additional information

If you would like to provide any additional files to accompany your annual report, use the space below to upload those files. For each space, you may attach one file. You may provide additional explanation and/or information in an email with the subject YourMS4NameHere\_2021AR to [ms4permitprogram.pca@state.mn.us](mailto:ms4permitprogram.pca@state.mn.us).

- Q80 If a file was successfully uploaded, a reference number will appear:
- Q81 If a file was successfully uploaded, a reference number will appear:
- Q82 If a file was successfully uploaded, a reference number will appear:
- Q83 Optional, describe the file(s) uploaded:

## Owner of operator certification

**The person with overall administrative responsibility for SWPPP implementation and Permit compliance must certify this MS4 Annual Report. This person must be duly authorized and should be either a principal executive (i.e., Director of Public Works, City Administrator) or ranking elected official (i.e., Mayor, Township Supervisor).**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment (Minn. R. 7001.0540)?

Yes

*By typing my name in the following box, I certify the above statements to be true and correct, to the best of my knowledge, and that information can be used for the purpose of processing my MS4 Annual Report.*

Name: Joni Giese

Title: District Administrator

Date: 6/3/2022



PRIOR LAKE SPRING LAKE WATERSHED DISTRICT  
Financial Report - Cash Basis  
January 1, 2022 Through May 31, 2022

\*\*Reflects bills paid through May 31, 2022\*\*

Program Element		2022 Budget (Amended)	2022 Actual Results		
			May 2022	YTD	YTD % of Budget
	General Fund (Administration)				
	Revenues				
	Property Taxes	\$ 246,200	-	-	0%
	Grants	-	-	-	#DIV/0!
	Interest	-	118	126	#DIV/0!
	Other	-	-	-	#DIV/0!
	Total Revenues	\$ 246,200	118	126	0%
	Expenditures				
	Administrative Salaries and Benefits	\$ 133,800	586	34,311	26%
	703 · Telephone, Internet & IT Support	20,000	1,381	6,237	31%
	702 - Rent	27,400	2,250	10,764	39%
	706 · Office Supplies	10,000	463	2,375	24%
	709 · Insurance and Bonds	12,800	-	-	0%
	670 · Accounting	27,000	2,310	10,292	38%
	671 · Audit	7,700	8,500	8,500	110%
	903 · Fees, Dues, and Subscriptions	1,500	15	331	22%
	660 · Legal (not for projects)	6,000	-	625	10%
	General Fund (Administration) Expenditures	\$ 246,200	15,505	73,434	30%
	Net Change in General Fund	-	(15,387)	(73,308)	

PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

2022 Budget

January 1, 2022 Through May 31, 2022

			**Reflects bills paid through May 31, 2022**		
Program Element		2022 Budget (Amended)	2022 Actual Results		
			May 2022	YTD	YTD % of Budget
	Implementation Fund				
	Revenues				
	Property Taxes	\$ 1,602,735	-	-	0%
	Grants/Fees	105,000	-	15,830	15%
	Interest	-	-	12	#DIV/0!
	Sales/Other	-	500	500	#DIV/0!
	Budget Reserves	252,700	-	-	0%
	Total Revenues	\$ 1,960,435	500	16,342	1%
	Expenditures				
	Program Salaries and Benefits (not JPA/MOA)	\$ 461,700	50,430	177,607	38%
Water Qual	550 Public Infrastructure Partnership Projects	\$ 6,750	-	-	0%
Water Qual	611 Farmer-led Council	61,000	-	4,923	8%
Water Qual	611 Cost-Share Incentives	58,000	500	500	1%
Water Qual	611 Highway 13 Wetland, FeCl system & Desilt, O&M	65,000	1,282	1,411	2%
Water Qual	611 Fish Management, Rough Fish Removal	88,000	4,094	13,952	16%
Water Qual	611 Spring Lake Demonstration Project Maintenance	1,050	-	-	0%
Water Qual	611 Alum Internal Loading Reserve	230,000	-	-	0%
Water Qual	611 Alum Internal Loading Project 2022 Costs	20,000	-	-	0%
Water Qual	637 District Monitoring Program	109,000	3,044	5,573	5%
Water Qual	626 Planning and Program Development	20,000	171	4,285	21%
Water Qual	626 Engineering not for programs	15,000	1,110	3,435	23%
Water Qual	626 Debt Issuance Planning	10,000	-	-	0%
Water Qual	648 Permitting and Compliance	27,000	4,254	13,748	51%
Water Qual	648 Update MOAs with cities & county	10,000	-	-	0%
Water Qual	648 BMP and easement inventory & inspections	12,000	299	299	2%
Water Qual	626 Upper Watershed Blueprint	443,035	2,773	30,714	7%
Water Qual	752 Fish Lake Shoreline Restoration Project Maintenance	-	150	(450)	#DIV/0!
Water Qual	611 Fish Stocking	3,000	-	-	0%
	WQ TOTAL	\$ 1,178,835	17,677	78,390	7%
Water Storage	550 District-wide Hydraulic & Hydrologic model	\$ 5,000	-	-	0%
Water Storage	550 S&I Sutton Lake Outlet Structure Project	125,400	496	2,715	2%
	WS TOTAL	\$ 130,400	496	2,715	2%
AIS	611 Aquatic Vegetation Mgmt	\$ 7,000	-	-	0%
AIS	637 Automated Vegetation Monitoring (BioBase)	5,000	-	99	2%
AIS	637 Aquatic Vegetation Surveys	18,000	-	-	0%
AIS	637 Boat inspections on Spring, Upper & Lower Prior	30,000	20	20	0%
	AIS TOTAL	60,000	20	119	0%
Ed & Out	652 Education and Outreach Program	\$ 10,000	-	-	0%
	E&O TOTAL	\$ 10,000	\$ -	\$ -	0%
	PLOC Contribution	\$ 19,500	19,148	19,148	98%
	Debt Payment Reserve	100,000	-	-	0%
	Total Implementation Fund	\$ 1,960,435	87,772	277,979	14%
	Net Change in Fund Balance Implementation Fund	-	(87,272)	(261,637)	
	Grant Funds/Fees Anticipated				
Water Qual	611 Farmer-led Council (BWSR Grant)	\$ 10,000			
	648 New Easement Acquisition Fees	5,000			
Water Qual	648 BMP and easement violations fees	500			
	626 Upper Watershed Blueprint (BWSR WBIF Grant)	19,800			
	550 S&I Sutton Lake Outlet (DNR Flood Hazard Grant)	62,700			
AIS	611 Aquatic Vegetation Mgmt. (Scott County)	7,000			
	Total Grant Funds/Fees Anticipated	\$ 105,000			



**PLSLWD Monthly Treasurers Report**

Treasurer: Christian Morkeberg

*Account balances as of 5/31/2022*

Old National Bank (Checking Account)	\$	1,067,571
Sterling Bank (Checking Account)	\$	161,404
4M Fund (Checking Account)	\$	500,111
Total Uncleared Transactions	\$	(500)
Northland Securities (Investments) (Cash)	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>1,729,586</b>

<b><u>RESTRICTED/ASSIGNED FUNDS</u></b>		
Restricted - Permit Deposits, etc.	\$	84,501
Restricted - PLOC Contingency Reserve (850)	\$	260,000
Restricted - PLOC O&M Funds (830)	\$	178,222
Assigned - Alum Internal Loading Reserve	\$	230,000
Assigned - Upper Watershed Blueprint Fund Balance	\$	190,000
<b>TOTAL DISTRICT/PLOC RESTRICTED OBLIGATIONS</b>	<b>\$</b>	<b>942,723</b>

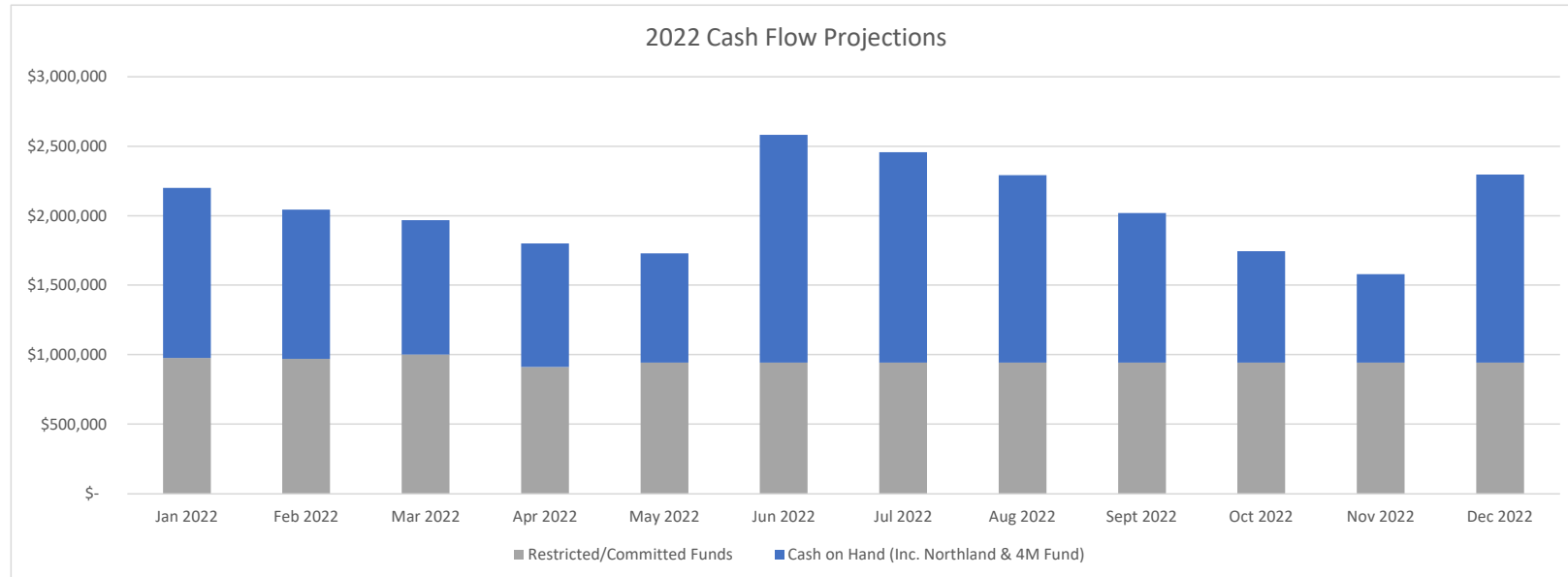
<b>Available cash at end of May 2022</b>	<b>\$</b>	<b>786,863</b>
--	-----------	----------------

34.2% of 2022 Budget



## Cash Flow Chart

Month (End of Month)	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022
Cash on Hand (Inc. Northland & 4M Fund)	\$1,223,157	\$1,072,763	\$ 966,996	\$ 887,945	\$ 786,363	\$1,639,711	\$1,513,931	\$1,349,740	\$1,075,490	\$ 801,179	\$ 637,559	\$1,352,424
Restricted/Committed Funds	\$ 977,195	\$ 970,484	\$1,000,461	\$ 912,165	\$ 942,723	\$ 942,723	\$ 942,723	\$ 942,723	\$ 942,723	\$ 942,723	\$ 942,723	\$ 942,723
Total Cash on Hand & Northland Securities	\$2,200,352	\$2,043,247	\$1,967,457	\$1,800,110	\$ 1,729,086	\$2,582,434	\$2,456,654	\$2,292,463	\$2,018,213	\$1,743,902	\$1,580,282	\$2,295,147



# PLSL Watershed District

Starting cash on hand

Cash Minimum Balance Alert \$ 150,000

	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Total
Cash on hand + Northland Securities(beginning of month)	\$ 2,288,043	\$ 2,200,352	\$ 2,043,247	\$ 1,967,457	\$ 1,800,110	\$ 1,729,086	\$ 2,582,434	\$ 2,456,654	\$ 2,292,463	\$ 2,018,213	\$ 1,743,902	\$ 1,580,282	

## Cash Receipts

Property Tax Levy	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	980,686	\$	-	\$	-	\$	-	\$	-	750	\$	868,999	\$	1,850,435
BWSR WBIF - Lower MN River		-		-		15,830		-		-		-		-		-		-		-		-		-		-		4,000		19,830	
BWSR BWF Metro Grant																		18,500												18,500	
DNR Flood Hazard Mitigation Grant		-		-		-		-		-		-		31,350		-		-		-		-		-		-		31,350		62,700	
Grants - Other		-		-		-		-		-		-		7,000		-		-		-		-		-		-		-		7,000	
PLOC Contributions		-		-		-		-		69,993		28,410		-		-		-		-		-		-		-		-		98,403	
Interest Income		6		6		7		10		118		100		360		300		240		180		120		300						1,747	
Other Receipts		-		-		-		-		500		-		-		-		-		-		-		-		-		-		500	
Total Cash Receipts	\$	6	\$	6	\$	15,837	\$	10	\$	70,611	\$	1,027,696	\$	38,710	\$	300	\$	240	\$	180	\$	870	\$	904,649	\$		\$	2,059,115			
Total Cash Available	\$	2,288,049	\$	2,200,358	\$	2,059,084	\$	1,967,467	\$	1,870,721	\$	2,756,782	\$	2,621,144	\$	2,456,954	\$	2,292,703	\$	2,018,393	\$	1,744,772	\$	2,484,931							

### Cash Paid Out

Salaries and Per Diems	\$ 41,794	\$ 37,100	\$ 55,501	\$ 42,212	\$ 51,016	\$ 49,625	\$ 49,625	\$ 49,625	\$ 49,625	\$ 49,625	\$ 49,625	\$ 49,625	\$ 574,998
Office Expense, Audit, Accounting	3,423	5,751	8,095	9,738	19,199	9,367	9,367	9,367	9,367	9,367	9,367	9,367	111,773
PLSLWSD Program Costs	40,586	107,548	16,022	27,111	13,770	94,103	94,103	94,103	94,103	94,103	94,103	94,103	863,757
PLOC Contribution					19,148	-							19,148
PLOC Operations	1,894	6,712	12,009	88,296	38,502	21,253	11,396	11,396	121,396	121,396	11,396	36,690	482,335
Debt Service													
Subtotal	\$ 87,697	\$ 157,111	\$ 91,627	\$ 167,357	\$ 141,635	\$ 174,347	\$ 164,490	\$ 164,490	\$ 274,490	\$ 274,490	\$ 164,490	\$ 189,784	
Cash on Hand + Northland Securities (end of month)	\$ 2,200,352	\$ 2,043,247	\$ 1,967,457	\$ 1,800,110	\$ 1,729,086	\$ 2,582,434	\$ 2,456,654	\$ 2,292,463	\$ 2,018,213	\$ 1,743,902	\$ 1,580,282	\$ 2,295,147	

## Investments - Northland Securities

[illegible]



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## JUNE 2022 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Sutton Lake Outlet and Lake Management Plan</b> <i>Project Lead: Joni</i>	<b>Lake Management Plan</b> <ul style="list-style-type: none"> <li>Staff review of the draft Lake Management Plan.</li> <li>Presentation of draft Lake Management Plan to the Board of Managers at 6/14 workshop.</li> </ul>	<b>Lake Management Plan</b> <ul style="list-style-type: none"> <li>Make revisions to Lake Management Plan, as needed, based on Board of Managers comments.</li> <li>Review plan concepts with DNR and Landowners.</li> </ul> <b>Sutton Lake Outlet</b> <ul style="list-style-type: none"> <li>Final vegetation establishment on outlet project in spring and submit for final payment once established.</li> <li>Close out Outlet grant.</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> Tracked radio tagged carp. Received multiple Carp Espionage volunteer submissions with carp sightings across Upper Prior and Spring Lakes. Completed PIT station installations and maintenance. Used Arlo cameras in migration/removal areas.</li> <li><b>Removals:</b> Completed in-stream removals in the Artic Channel and at Arctic Barrier. Completed electrofishing removals in Mud Bay and CD13 on Spring Lake. Removals are estimated at over 3000 lbs. A refined monthly and annual to date estimates will be presented during the projects and programs PowerPoint during the board meeting.</li> <li><b>Other:</b> Bluegill stocking in Desilt Pond (1200/60 lbs) and Geis Wetland (2400/ 120 lbs). SLA is partnering on the bluegill stocking. Put 319 Report on website. Continuing BWSR reconciliation process.</li> <li>MPCA 319 Grant Final Report is available on the district website linked here:  <a href="https://www.plslwd.org/wp-content/uploads/2022/04/319-Final-Report_Public.pdf">https://www.plslwd.org/wp-content/uploads/2022/04/319-Final-Report_Public.pdf</a> </li> </ul>	<ul style="list-style-type: none"> <li>Continue to track the tagged carp.</li> <li>Remove fish in open water as permit allows.</li> <li>Look into topics for next MCMG meeting.</li> <li>Work with partners to find composting sites for carp.</li> </ul>

## JUNE 2022 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Ferric Chloride System Operations</b> <i>Project Lead: Jeff</i>	<ul style="list-style-type: none"> <li>Completed MPCA required weekly water quality sampling.</li> <li>Encountered troubles with ISCO data logging equipment.</li> <li></li> </ul>	<ul style="list-style-type: none"> <li>Complete 2021 FeCl load and efficiency calculations.</li> <li>Troubleshoot ISCO equipment.</li> </ul>
<b>Farmer-Led Council</b> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>No new activity</li> </ul>	<ul style="list-style-type: none"> <li>Summer meeting and Lake Friendly Farm event with FLC members (date not set yet)</li> </ul>
<b>Cost Share Incentives</b> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>No new activity</li> </ul>	<ul style="list-style-type: none"> <li>Review quarterly cost share applications with Scott SWCD</li> </ul>
<b>Fish Lake Shoreline &amp; Prairie Restoration Project</b> <i>Project Lead: Shauna</i>	<ul style="list-style-type: none"> <li>Installed additional forb seeding in prairie and plant plugs for the shoreline.</li> <li>Installed three interpretive signs on site. (Prairie Restoration, Shoreline Restoration, and Rain Garden).</li> </ul>	<ul style="list-style-type: none"> <li>Request reimbursement from DNR for grant expenditures.</li> <li>Finish the final grant report.</li> <li>Review progress for potential project handoff to Spring Lake Township.</li> </ul>
<b>Upper Watershed Projects</b> <i>Buck East Wetland, Sutton IESF, Swamp IESF, Buck Chemical Treatment, Ditch 13 Chemical Treatment, Spring Lake West IESF</i> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>Grant reconciliation for 2019 BWSR Metro Fund grant (Spring West).</li> <li>Meetings for FY2022 -2023 WBIF convening process held on May 18 and June 6.</li> <li></li> </ul>	<ul style="list-style-type: none"> <li>Refine budget request value and submit budget request to BWSR for FY2022 – 2023 WBIF grant.</li> <li>Send Buck wetland study landowners notice of soil sampling work to be performed by EOR.</li> <li>Schedule second landowner meeting for Buck Wetland study.</li> <li>Meet with potential real estate consultants to learn what services they could provide.</li> <li>Complete grant reconciliation.</li> </ul>
<b>Website and Media</b> <i>Project Lead: Elizabeth</i>	<ul style="list-style-type: none"> <li><b>Articles posted:</b> Goldfish article reused in Prior Lake Association newsletter</li> <li><b>Website articles:</b> Bluegill stocking with Spring Lake Association, Curlyleaf Pondweed treatment notice</li> <li><b>Social Media</b> – posted on all social channels about: bluegill stocking, Scott SWCD's Plant Native Prairie workshop, Scott SWCD surveying water level benchmarks in the district, and a carp removal event</li> </ul>	<ul style="list-style-type: none"> <li>Continue writing posts and updates about projects on the website</li> <li>Continue updating Facebook, and Instagram about projects &amp; news</li> </ul>

## JUNE 2022 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Citizen Advisory Committee</b> <i>Project Lead: Allison</i>	<ul style="list-style-type: none"> <li>Held CAC meeting on May 26.</li> <li>Planning and coordinating June 30 Joint CAC/Managers Meeting.</li> </ul>	<ul style="list-style-type: none"> <li>Facilitate June 30 Joint CAC/Managers Meeting.</li> <li>Need more CAC members! Pushing to recruit and spread the word.</li> <li>Will facilitate two Prior Lake Farmer's Market events Summer 2022 to educate local citizens on the role of PLSLWD and other appropriate topics.</li> <li>Collecting Farmer's Market educational topics – such as illicit discharge!</li> <li>Educational Seminars for CAC regarding partner agencies roles/responsibilities associated with water resource management will start in July with Scott SWCD.</li> </ul>
<b>Education Program</b> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>No new activity.</li> </ul>	<ul style="list-style-type: none"> <li>Stormwater Stenciling event postponed to fall of 2022 due to lack of registrations for June 11<sup>th</sup>.</li> <li>Farmer's Market (see CAC comments).</li> </ul>
<b>Monitoring Program</b> <i>Project Lead: Jeff</i>	<ul style="list-style-type: none"> <li>Data management.</li> <li>Updating website with current data.</li> <li>Spring Lake Logger is working but having issues with database connection.</li> <li>Upgraded weather station modem</li> <li>WISKI server research and contract work.</li> <li>Bi-weekly stream water quality monitoring.</li> <li>Bi-weekly flow monitoring</li> </ul>	<ul style="list-style-type: none"> <li>Data analysis.</li> <li>Update lake level loggers with new DNR survey.</li> <li>Work on WISKI contract with KISTERS.</li> </ul>
<b>Aquatic Vegetation Management and Surveys</b> <i>Project Lead: Jeff</i>	<ul style="list-style-type: none"> <li>Blue Water Science (BWS) completed CLP pre and post treatment assessments.</li> <li>PLM treated heavy growth CLP delineations from BWS in Spring, Upper Prior, and Lower Prior Lakes.</li> <li>Completed bathymetry mapping on Lower Jeffers Pond.</li> </ul>	<ul style="list-style-type: none"> <li>Complete Aquatic Plant Management Policy</li> <li>Map Biobase and bathymetry lakes as identified in the Long-Term Monitoring Plan including Lower Prior Lake, Upper Prior Lake, Spring Lake, Arctic Lake, Sutton Lake, Crystal Lake, and Swamp Lake.</li> </ul>

## JUNE 2022 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>AIS</b> <i>Project Lead: Shauna</i>	<ul style="list-style-type: none"> <li>Installed I-LIDS concrete footing</li> <li>Got I-LIDS unit running for summer season</li> <li>Coordinated with Scott County to review AIS Rapid Response Plan</li> <li>Continued editing draft AIS Rapid Response Plan alongside Aquatic Plant Management plan</li> </ul>	<ul style="list-style-type: none"> <li>Finalize draft of AIS Rapid Response Plan to share with CAC and managers</li> <li>Monitor boat inspectors</li> </ul>
<b>Rules Revisions</b> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>Sent out notices of rules adoption as per state statute.</li> <li>Updated website with revised rules and removed outdated information.</li> <li>Attempted to record rules at Scott County. Not accepted by County – needed to modify certification.</li> </ul>	<ul style="list-style-type: none"> <li>Record adopted rules.</li> <li>Initiate process to establish the linear project cost cap and stormwater impact fund rates.</li> <li>Renegotiate equivalency agreements with implementing partners.</li> </ul>
<b>BMPs &amp; Easements</b> <i>Project Lead: Allison</i>	<ul style="list-style-type: none"> <li>Development Agreements and Declaration of Conservation Easements in process for four Conservation Easement parcels.</li> <li>Working with developers and property owners on continued preparation of three outstanding Development Agreements and Conservation Easements that need to be established.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to follow-up with property owners on establishing remaining Development Agreements and Conservation Easements</li> <li>Conservation Easement newsletters and inspection letters have been sent</li> <li>Summer interns have started Conservation easement inspections for the Summer</li> <li>Continue to work with landowners to resolve identified easement violation issues on their properties</li> <li>Prepare invoices for conservation easement vegetation establishment escrows</li> <li>Creating amendments for two conservation easements that have been in violation, in addition to a third that we are working with the landowners on.</li> </ul>
<b>Permitting</b> <i>Project Lead: Allison</i>	<ul style="list-style-type: none"> <li>Permit #22.01 and #21.02 construction continues</li> <li>Lakefront Development TEP Meeting for Spring Lake Ridge Replacement Plan.</li> <li>MOA with City of Prior Lake for #22.01 and 21.01 to be approved June 14</li> </ul>	<ul style="list-style-type: none"> <li>Inspections for #22.01 and #21.02 continue</li> <li>Will follow-up with Permit #19.01 – have been waiting for their legal counsel review of CE to be completed</li> <li>Continue to follow up with Permittees to close remaining open permits</li> </ul>

## JUNE 2022 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Outlet Channel Projects and Administration</b> <i>Project Lead: Joni/Jeff</i>	<ul style="list-style-type: none"> <li>Recorded temp easements for channel repair with Scott County</li> <li>Vegetation maintenance begun including Wild Parsnip pulling in segment 1 with training by EOR for Prior lake Parks Maintenance staff and PLSLWD interns</li> <li>Conduct weekly channel inspections</li> <li>Completed outlet pipe televising and received recommendations</li> <li>Working to obtain easement over PLOC for parcel recently acquired by the Metropolitan Council</li> <li>Prepared first draft of 2023 PLOC budget.</li> <li>Met with PLOC TAC on May 25 to discuss draft budget.</li> </ul>	<ul style="list-style-type: none"> <li>Meeting with Cooperators on June 16 addressing bid award for channel repair and discuss draft 2023 budget.</li> <li>Work of bank repair contract.</li> <li>Secure new easement from the Metropolitan Council.</li> </ul>
<b>General Administration</b> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>Developed and posted Project Manager position announcement. Applications due June 15.</li> <li>Watershed Management Study               <ul style="list-style-type: none"> <li>Worked with PMT to finish improvement options</li> </ul> </li> <li>Working to open new bank account.</li> </ul>	<ul style="list-style-type: none"> <li>Interview Project Manager candidates.</li> <li>Watershed Management Study               <ul style="list-style-type: none"> <li>Prepare for June TAC meeting</li> </ul> </li> <li>Prepare benefits policy</li> <li>Set up new managers with 4M and bank account.</li> <li>Transfer District funds to 4M Fund. Possibly start issuing checks from new account in July.</li> </ul>



**Subject |** KISTERS Contract Authorization

**Board Meeting Date |** June 14, 2022

**Item No |** 5.3

**Prepared By |** Elizabeth Frödén & Jeff Anderson

**Attachments |** None

**Action |** Authorize District Administrator to enter the KISTERS agreement(s)

### **Background**

The District has historical level, flow, precipitation, and chemistry data from lakes and streams dating back to the 1990's and continues to build upon those datasets each year. A reliable and efficient database is necessary to effectively manage, analyze, and utilize data to its full potential. The District's current database is highly outdated and fixing its recurring issues is time consuming for staff and for EOR consultants. Additionally, the database management software on which it is built is no longer supported, making it essential to switch to a new database in a timely manner.

District staff conducted an in-depth analysis of the different database options in 2020 and 2021, evaluating them for a wide variety of factors including data storage capacity, cost, load calculation capability, ease of data importation, and complexity. Through this process, it was determined in 2021 that the WISKI database (a product of KISTERS) is the best choice for the District. This stance was further confirmed after receiving positive survey results from local organizations that utilize WISKI. The full details of the database comparison and the WISKI satisfaction survey were provided at the board workshop on September 14, 2021. Continuing into 2022, the last needed steps to acquire the database are to select a server option and complete a contract.

### **Server Selection**

The WISKI database requires a server to function. The selection of the appropriate server was the final decision that needed to be made before proceeding with a contract, and the District considered many options including a physical server at the District office, cloud-based server from a third party, building a server through EOR, and server hosting directly through KISTERS.

District staff reviewed the options and determined that going through KISTERS is the most logical choice. The cost is competitive, locked in for the full duration of the three-year contract, and includes server technical support and maintenance within the cost. The other server options could not comprehensively meet all these needs. An additional benefit of this arrangement is that because the sole purpose of the server is hosting the database, KISTERS is the District's only point of contact for any issue relating to the database or the server. This is more efficient and convenient.



### **Contract & Budget**

The contract costs associated with the database purchase and set-up, staff database use training, first year of database maintenance services, and server hosting is covered in the District's 2022 budget under the District Monitoring Program, Data Management line item of \$30,000. Contract also includes costs associated with recurring annual database support and maintenance and the server hosting. Costs are locked in for the duration of the three-year contract, with the option of renewing the contract for an additional year under the same terms.

	<b>Contract Items</b>	<b>Contract Cost</b>
First Year (2022)	<ul style="list-style-type: none"> <li>• WISKI license, training, and data importation</li> <li>• Database support &amp; maintenance</li> <li>• Server hosting</li> </ul>	Total: \$25,650
Recurring Annual	<ul style="list-style-type: none"> <li>• Database support &amp; maintenance</li> <li>• Server hosting</li> </ul>	Total: \$5,400

The District has negotiated contract terms with KISTERS. Staff and KISTERS are in alignment regarding cost, terms, and the scope of services. Currently, the contract is under review by the District's legal counsel, Smith Partners. There will be no further revisions to pricing or the scope of services, only the finalization of contract language as per legal advisement.

### **Action Requested**

Board authorization for District Administrator to enter the KISTERS agreement(s) upon completion at a cost not to exceed \$36,450, consisting of \$25,650 for the first year (approximately July 1, 2022 – June 30, 2023) and \$5,400 in recurring annual costs for an additional two years.



**Subject |** Office Space Lease Renewal

**Board Meeting Date |** June 14, 2022

**Item: 5.4**

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

**Attachment |** None

**Action |** Vote to approve the office space lease renewal with the City of Prior Lake for a period of one year.

### **Background**

On July 13, 2021, the Board of Managers voted to enter into a one-year office space lease with the City of Prior Lake effective July 1, 2021. The annual base rent in the lease was \$2,250 per month.

### **Discussion**

Per the lease terms, the District can renew the lease annually for four additional one-year terms by mutual agreement of PLSLWD and the City of Prior Lake. The lease terms state for each year the lease is renewed, the base rent shall increase by three percent, which would set the monthly rent at \$2,317.50 effective July 1, 2022.

### **Recommendation**

Staff recommends the managers vote to approve the office space lease renewal with the City of Prior Lake for a period of one year.



<b>Subject  </b>	MOA with City of Prior Lake for Stormwater Volume Management for PLSLWD Permit Nos. 21.01 and 22.01	
<b>Board Meeting Date  </b>	June 14, 2022	<b>Item No: 5.5</b>
<b>Prepared By  </b>	Allison Weyer, Permit Coordinator	
<b>Attachments  </b>	Memorandum of Agreement (MOA) Document	
<b>Proposed Action  </b>	A motion to enter into the Memorandum of Agreement with the City of Prior Lake for Stormwater Volume Management for PLSLWD Permit Nos. 21.01 and 22.01.	

### **Background**

The City of Prior Lake is reconstructing 0.6 miles of streets in Downtown Prior Lake along with corresponding utilities, curb, and gutter. Prior Lake has determined, and the PLSLWD has concurred, that volume management practices could not feasibly be incorporated into the work, and Prior Lake has assumed the obligation to provide such practices independently. PLSLWD Permit 22.01 was issued prior to the MOA with the condition that the MOA would be executed by both parties within 60 days.

### **Discussion**

On March 1, 2021, the Parties entered into a Memorandum of Agreement by which Prior Lake committed to provide stormwater volume management practices associated with Permit No. 21.01 ("Fish Point MOA"). Its outstanding obligation under the Fish Point MOA is to provide 1,905 cubic feet of volume management. On March 8, 2022, the PLSLWD Board of Managers approved Permit No. 22.01 conditioned on the Parties' entering into a new, superseding Memorandum of Agreement by which Prior Lake would provide for the 1,905 cubic feet of stormwater volume associated with Permit No. 21.01 and an additional 8,554 cubic feet of stormwater volume associated with Permit No. 22.01. This MOA is for the purpose of fulfilling this condition of Permit No. 22.01.

### **Recommendation**

A motion to enter into a Memorandum of Agreement with the City of Prior Lake to allow the City to meet stormwater volume requirements for Permit Nos. 21.01 and 22.01 with a future practice or practices.

**MEMORANDUM of AGREEMENT**  
**Prior Lake-Spring Lake Watershed District and City of Prior Lake**

**Stormwater Volume Management for Fish Point Road Reconstruction  
and Prior Lake Downtown South Roadway Reconstruction Projects  
(PLSLWD Permit Nos. 21.01, 22.01)**

This Memorandum of Agreement (MOA) is entered into by the Prior Lake-Spring Lake Watershed District, a Minnesota political subdivision with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (PLSLWD) and the City of Prior Lake, a Minnesota municipal corporation ("Prior Lake") (together, the "Parties").

A. For the protection of water resources within its boundaries, pursuant to Minnesota Statutes §§103D.341 and 103D.345, the PLSLWD has adopted and implements rules requiring permits for land disturbing activities. The rules require, among other things, that the permittee provide for and maintain stormwater volume management practices to prevent impact from increased stormwater volume resulting from hard surface construction.

B. Prior Lake has received PLSLWD permits for the Fish Point Road Reconstruction Project (Permit No. 21.01) and the Prior Lake Downtown South Roadway Reconstruction Project (Permit No. 22.01). In each case, Prior Lake has determined, and the PLSLWD has concurred, that volume management practices could not feasibly be incorporated into the work, and Prior Lake has assumed the obligation to provide such practices independently.

C. On March 1, 2021, the Parties entered into a memorandum of agreement by which Prior Lake committed to provide volume management practices associated with Permit No. 21.01 ("Fish Point MOA"). Its outstanding obligation under the Fish Point MOA is to provide 1,905 cubic feet of volume management. On March 8, 2022, the PLSLWD Board of Managers approved Permit No. 22.01, conditioned on the Parties' entering into a new, superseding memorandum of agreement by which Prior Lake would provide for the 1,905 cubic feet of stormwater volume associated with Permit No. 21.01 and an additional 8,554 cubic feet of stormwater volume associated with Permit No. 22.01. This MOA is for the purpose of fulfilling this condition of Permit No. 22.01.

WHEREFORE the Parties agree as follows, intending to be legally bound:

1. Within 24 months from the effective date of this MOA, at its cost, Prior Lake will provide for one or more volume management practices affording a total of 10,459 cubic feet of stormwater volume management to be substantially complete and functional. Prior Lake will complete the practice or practices promptly thereafter. The practice or practices will:

- a. Capture stormwater within the direct drainage area to Prior Lake-Spring Lake.
- b. Provide for stormwater abstraction, or otherwise supply excess volume conforming to the volume conversion factor set forth in the current PLSLWD stormwater management rule.

- c. Conform to sound engineering design principles and, specifically, to design and freeboard requirements set forth in the current PLSLWD stormwater management rule.
- d. Be sited so that Prior Lake, by fee interest or easement of record, has perpetual access for inspection and maintenance staging.

The "current" rule, as used here, means the rule in effect at the time Prior Lake completes the 60 percent design.

2. With respect to each practice, Prior Lake will supply the PLSLWD with the feasibility assessment, 60 percent design and 90 percent design for the review and concurrence of the PLSLWD Administrator at each stage. Within three months after a practice is substantially complete, Prior Lake will provide to the PLSLWD record drawings prepared by a professional engineer.
3. Prior Lake will maintain the practice in perpetuity in accordance with the inspection and maintenance requirements of Prior Lake's NPDES MS4 permit. The PLSLWD may enforce those requirements with respect to the practice or practices subject to this MOA.
4. Prior Lake may be credited for any volume resulting from the practice or practices installed or constructed under this MOA that exceeds the volume required by this MOA. The amount to be credited will be as determined by the PLSLWD on the basis of the submitted record drawings. Credit use will be as the PLSLWD stormwater rule provides at the time that Prior Lake seeks to use the credit.
5. If Prior Lake has not met its obligation under paragraph 1, above, it will, or at any time before the indicated deadline it may, in place of that obligation pay into the stormwater impact fund maintained by the PLSLWD under its stormwater rule, in the amount specified by the schedule in place at the time of payment.
6. PLSLWD concurrence in the design of a practice under this MOA is solely for the purpose of determining, in its judgment and discretion, that the practice will allow Prior Lake to meet the requirements of the PLSLWD rule. In performing this role, the PLSLWD makes no representation or warranty to Prior Lake or any third party as to the adequacy or fitness of the design. Nothing in this agreement waives or limits any immunity, defense or liability limit that Prior Lake or the PLSLWD enjoys as a matter of law, with respect to the other party and any third party.
7. The effective date of this MOA is the date it was signed by the Parties. The MOA terminates when the PLSLWD has confirmed, in writing, the volume provided by Prior Lake to meet paragraph 1, above, and any volume credit under paragraph 4, or when Prior Lake has made payment under paragraph 5. Paragraphs 3, 4 and 6 will survive termination. The Fish Point MOA hereby is superseded and no longer of effect.
8. The above recitals are incorporated into this MOA, which incorporates and supersedes all prior negotiations, representations or agreements between the Parties, oral or written, concerning Prior Lake's obligation to provide volume management practices under Permit Nos. 21.01 and 22.01.

***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**

\_\_\_\_\_  
Bruce Loney, Vice President

\_\_\_\_\_  
Date

**CITY OF PRIOR LAKE**

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

\_\_\_\_\_  
Date



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## WORKSHOP MEETING MINUTES

*Tuesday, May 10, 2022*

*Prior Lake City Hall*

**4:00 PM**

Members Present:

Mike Myser, Curt Hennes, Frank Boyles, Christian Morkeberg  
Bruce Loney

Staff & Consultants Present:

Joni Giese, District Administrator  
Jaime Rockney, Water Resources Project Manager  
Patty Dronen, Administrative Assistant  
Carl Almer, EOR

Others Present:

Jim Fitzsimmons, SWCD  
Loren Hanson, CAC  
Lisa Quinn, Spring Lake Township  
Woody Spitzmueller, CAC  
Jason Nabor, EOR

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

### **Rule Revision**

A resolution will be brought forward at this evening's board meeting to adopt the Rule Revisions. Carl Almer, District Engineer, presented the latest round of Rule Revisions which were updated after a December 2021 meeting. Comments were collected from Scott WMO, Scott County, and the Cities of Prior Lake, Shakopee, and Savage. Based on comments received and follow-up conversations with Scott WMO, Scott County and the City of Prior Lake, additional edits were made to the rules. These partners were given notice that a resolution to adopt the rules would be made at the May board meeting. Scott County WMO provided a comment. All other LGUs appear to be willing to accept the rule revisions.

The last set of substantive revisions was done in 2003. In 2012-2013 revision planning that was done was not realized. The last true revisions were done in 2015 to bring the rules into compliance with the State's MS4 permit.

Goals for the revisions were to bring standards into agreement with state guidance and advances in stormwater management science; to improve water quality while providing flexibility to

developers to incorporate new techniques and technologies; to increase requirements and incentives for volume management; promote consistency with other regulations (e.g., NPDES Construction Permit) to minimize the regulatory burden on developers; and Coordinate regulatory standards and requirements with implementing partners.

The current rules revision process began again in 2018 and has continued through the current date. Carl provided a summary of key rule revisions milestones. In response to 45-day review comments received, the following revisions were made to the draft rules:

- New & Redevelopment trigger aligned with the City of Prior Lake's rules (+3,500 SF & 10,000 SF Impervious)
- Introduced the use of a High-Value Resource Area (HVRA). Everything that drains to the chain of lakes is considered to be in the High Value Resource Area (HVRA).
- Increased permit trigger outside of HVRA to 1-acre new or reconstructed impervious surface
- Riparian parcel trigger only if increasing impervious surface

Another set of revisions were created on November 24, 2021, and shared with LGU partners to provide a courtesy review. The District received approximately 30 comments from LGU partners. Carl discussed responses to several of primary comments received.

Next steps:

- Resolution to adopt at May or June 2022 meeting
- Cost cap and SWIF municipal meeting (60-90 days from adoption)
- Establish equivalency agreements with partners

It was noted that watersheds typically do minor rule revisions every 2-3 years. The rule revision process needs to follow state statutes and would be similar to the process used for the latest rule revisions. Carl suggested that District budget for smaller rule updates on a more frequent basis. Staff could keep a running list of potential rule revisions. Once the list gets large enough, the process of minor revisions could occur.

Carl noted that PLSLWD had one of the most restrictive sets of rules as it relates to redevelopment and linear projects but the rules are now more middle-of-the-road, however new development standards remain high.

### **Sutton Lake Management Plan**

Jason Nabor, Biologist from EOR, provided a status update on the Sutton Lake Management Plan. A lake management plan is required by the DNR in order to do an active drawdown.

Jason presented information on the plan including the outlet background, the purpose of the plan, where are we in the process, and next steps.

The outlet is a weir with a series of pipes that flow under the weir. The outlet was built to be able to lower the lake level as needed.

The permit for the structure was issued by the DNR without the authorization to operate the drawdown feature. The structure cannot be operated to drawdown the lake without a Lake Management plan. The area is overrun with cattails. While the amount of open water on the lake



has not changed through the years, it is hypothesized that the vegetation evolved from a sedge mat to a cattail mat. There are quality plants in the open water areas and a quality seed bank in the lake substrate. The cattails do provide a winter habitat for some wildlife.

The preferred outcome for the habitat includes more open water, improved wild habitat, increased aquatic plant diversity, and potentially additional spring water storage during drawdown years.

The challenges:

- Full cattail removal is expensive and unrealistic
- With cattail removal, there is no guarantee of increased open water percentage
- The DNR is not supportive of a lake management plan without cattail management
- Drawdowns could displace/perish some wildlife
- Flooding may be reduced only on drawdown years

Strategies to get rid of cattails:

Potential strategies include drawdown, monitoring, cutting, flooding, spraying, or removing. The approach would be to start with the least expensive option, monitor to determine if approach was successful. If successful, continue approach. If not successful, the next least costly approach would be attempted, until all approaches have been tried. If burning was used as a cattail reduction approach, it would need to be done on a limited basis in order to preserve habitat for wildlife.

Given the drought in 2021, this summer will be a good time to evaluate whether the drought conditions helped to reduce cattails or spur growth from the existing lake seed bank.

Next steps:

The board requested to review the draft plan and discuss at the June workshop, prior to it is brought forward to the DNR.

### **Goldfish in Cates Lake**

Mr. Greengaard, a resident on Cates Lake, attended a board meeting in March and reported on the large number of goldfish in the lake, which he feels was resulting in the water quality degradation. He asked for District help with the management of the fish. It was noted that \$6,750 was put into our 2022 budget to cover 50% of the cost of the goldfish assessment but the board has not authorized the assessment. This is being brought back before the board of managers to see if there is a change in thought on performing the assessment based on the resident request.

Manager Loney questioned the costs associated with assessing but wants to know exactly how the clarity of the lake has changed, and if \$13,000 was to be spent, it should be used on removing the fish, not counting the fish. Jaime Rockney reported that the clarity of the lake has significantly degraded. Cates Lake historically has had the clearest water quality in the area.

Manager Myser asked for a motion to be made to wait 30 days to get more definitive information on the water quality. Motion was made by Manager Boyles, second by Manager Loney. All ayes.

### **Public Financial Advisors – Next Steps**

Administrator Giese reviewed the two Public Finance companies that presented to the managers at the last workshop, Northland and Ehlers, and asked for board members if they preferred working with. Manager Boyles preferred Northland as they currently do work with the City of Prior Lake. All others preferred Ehlers. All managers believed that Ehlers' presentation was better prepared. Both companies were given information regarding the Upper Watershed Blueprint, but only Ehlers created a presentation specific to the blueprint.

Manager Myser asked for a motion to be made that the District use Ehlers as their Public Financial Advisor. The motion was made by Manager Boyles, and seconded by Manager Loney. All ayes.

#### **Previous Buck Lake Chemical Treatment Report**

Buck Lake Chemical Treatment is considered one of the six near-term priority projects selected by the Board of Managers as part of the Upper Watershed Blueprint. It was brought to Administrator Giese's attention by Manager Hennes that there had been a previous study done that Giese was not aware of. The original plan did not proceed based on costs. That project was then brought into the UWB. Even though the estimated project cost is high, it was still recommended as a near-term implementation priority based on estimated cost-effectiveness. She stated instead of a new feasibility study being initiated for the project, the board should consider hiring a consultant to update the previously prepared study. All board members agreed that a review and update of the study, independent of the firm that originally prepared it, should be performed.

#### **4M Fund and Banking Status**

Administrator Giese reported that the fund is set up and transfers can be done into the account. All managers can have online access to the account.

Giese is finalizing the US Bank account set up. It was agreed that there should be two signers on checks with one signer to be named, and Manager Morkeberg to be the second signer.

#### **Staffing Discussion**

Administrator Giese reported that Patty Dronen, the District's Administrative Assistant, will have her hours increased to approx. 30 hours/week. Anything above 20 hours/week is eligible for benefits. Jaime Rockney announced her resignation. The district will advertise for a new project manager.

Administrator Giese reported that mistakes were made on select W-2s going back as far as 2013, which impacted two employees' tax payments – one to a larger degree and another to a much smaller degree. The District's quarterly returns were amended for 2020 with the District issuing a check to the employee to reimburse the overpayment of taxes. Administrator Giese believed that no District funds were used to reimburse the employee. While the District issued a check the employee, the funds were reimbursed from the government and just flowed through the District's bank account. Manager Myser requested that Administrator Giese work with CLA to confirm this is in fact what happened before the District makes a determination on how to address the W-2 issue for the previous years.

#### **Retaining of Support Consultants – Status Update**

Administrator Giese suggested hiring support consultants in the areas of real estate to help advance the Upper Watershed Projects, as current staff does not have this experience.

**Liaison Updates and Appointments**

With Manager Hennes' departure, there is a need to appoint another manager to fill Manager Hennes' current liaison assignments. Manager Morkeberg is interested in taking over the Spring Lake Township and Scott Soil and Water appointments.

Manager Myser reported that he will be resigning from the Board effective this summer. With his departure additional liaison appointments will be necessary. Manager Loney was mentioned for taking over the PLOC meetings and Manager Boyles mentioned for taking over the SCALE meetings.

**Additional Discussions**

Manager Loney suggested the District may want to consider investigating the feasibility of creating a series of flow structures between Fish Lake and Spring Lake, following a network of wetlands. This may be an approach to capture or slow down flood waters in the upper watershed.

Meeting adjourned at 5:55pm

Respectfully submitted,

Patty Dronen  
May 18, 2022



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## REGULAR MEETING MINUTES

*Tuesday, May 10, 2022*

*Prior Lake City Hall*

*6:00 PM*

### Members Present:

Mike Myser, Curt Hennes, Bruce Loney, Christian Morkeberg, Frank Boyles

### Staff & Consultants Present:

Joni Giese, District Administrator  
Jaime Rockney, Water Resources Project Manager  
Shauna Capron, Water Resources Specialist  
Carl Almer, EOR, District Engineer

### Others Present:

Andy Berg, Abdo  
Lisa Quinn, Spring Lake Township  
Jim Fitzsimmons, SWCD  
Jason Nabor, EOR  
Loren Hanson, CAC  
Woody Spitzmueller, CAC

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

Meeting called to order by President Myser at 6:00pm.

- **2.0 PUBLIC COMMENT:** None

- **3.0 APPROVAL OF AGENDA**

Motion by Manager Hennes, second by Loney, to approve appointment of Curtis Witt to the CAC for a three-year term. Motion carried. Five ayes.

- **4.0 OTHER OLD/NEW BUSINESS**

- **4.1 Programs & Projects Update:**

Staff members reported on various activities underway. Lake levels are slowly rising. Staff continues its Carp “espionage” efforts. Mud (Crystal) Bay and Artic Outlet removals continue. Managers recognized that incremental ongoing removal is as import as a big seine. The status

of the I-LIDS was discussed, boat inspections will begin with fishing opener, the PLOC channel repair project will be going to bid, and televising of the outlet pipe will be occurring soon.

#### **4.2 PLSLWD 2021 AUDIT REPORT (ANDY BERG)**

Berg noted that an audit of the PLSLWD financial records is required annually. He indicated there were no finding that required correction in processes, care of and handling of watershed district assets. The watershed district is doing a good job managing public dollars and retaining reserves for emergencies and for significant projects anticipated in the future. There were manager questions.

Motion by Boyles, second by Morkeberg, to receive and accept the 2021 PLSPWD audit as presented. Motion Carried. Five Ayes.

#### **4.3 APPROVAL OF NEW CAC MEMBER: RON HOFFMEYER**

Manager Loney gave a report on proposed new CAC Members Ron Hoffmeyer and Curtis Witt.

Motion by Loney, second by Hennes, to appoint Hoffmeyer and Witt to a three-year term on the CAC. Motion Carried, Five Ayes.

#### **4.4 ACCEPTANCE OF 2021 PLSLWD ANNUAL REPORT**

Administrator Giese reviewed the annual report and responded to manager questions.

Motion by Loney, second by Morkeberg, to receive and approve the 2021 annual report. Motion Carried. Five Ayes.

#### **4.5 RESOLUTION 22-355: AMENDING THE 2022 BUDGET TO REMOVE THE 611 ALUM INTERNAL LOADING RESERVE AND RESOLUTION 22-356: AMENDING THE 2022 BUDGET TO ESTABLISH THE 611 UPPER PRIOR LAKE PHASE II SEDIMENT MONITORING BUDGET LINE ITEM**

Motion by Morkeberg, second by Hennes, to approve both resolutions as presented. Motion Carried. Five Ayes.

#### **4.6 RESOLUTION 22-357: ADOPTING REVISED RULES FOR THE PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT**

The extent to which staff solicited and responded to suggestions from those who will be subject to the new rules was noted. Motion by Loney, second by Boyles, to approve the new rules as presented. Motion Carried. Five Ayes.

#### **4.7 SERVICE TO PLSLWD ACKNOWLEDGEMENT- JAYME ROCKNEY**

Managers recited the many contributions Jayme has made over the last nine years, thanked her, and wished Jayme well in all her future endeavors.

#### **4.8 SERVICE TO PLSLWD ACKNOWLEDGEMENT-JIM WENINGER**

Manager Loney commented on Weninger's long standing contributions to the watershed district and thanked him for his service.

#### **4.9 SERVICE TO PLSLWD ACKNOWLEDGEMENT-MANAGER CURT HENNES**

President Myser reviewed the contributions and commitment from Manager Hennes. His command of the issues faced by PLSLWD is unmatched. The PLSLWD is losing a great deal of historical knowledge. Managers thanked Hennes and wished him well in his endeavors.

## **5.0 CONSENT AGENDA**

The April 12 board workshop minutes comment with respect to Carp disposal at any price was stricken. Motion by Manager Hennes, second by Loney, to approve Consent Agenda with one amendment. Motion carried. Five Ayes.

- 5.1 Meeting Minutes— April 12, 2022, Board Workshop**
- 5.2 Meeting Minutes—April 12, 2022, Board Meeting**
- 5.3 Meeting Minutes-April 16, 2022, Special Board Meeting**
- 5.4 Meeting Minutes- March 31, 2022, CAC Meeting**
- 5.5 Claims List & Visa Expenditures Summary**
- 5.5 Scott SWCD 2022 Professional Development Agreement**
- 5.6 Resolution 22-358: Authorization to Transfer Funds to the JPA/MOA Funds**
- 5.7 League of Minnesota Cities Liability Coverage Waiver**
- 5.8 2022 Regular Board Meeting Schedule (Revised May 10, 2022)**
- 5.9 Buck Wetland Enhancement Feasibility Study: Scope of Services Amendment**

- **6.0 TREASURER'S REPORT:**

Each of the reports were briefly reviewed.

### **6.1 Monthly Financial Reports**

Financial Report  
Treasurers Report  
Cash Flow Projections

- **7.0 UPCOMING MEETING/EVENT SCHEDULE:**

Different managers summarized upcoming meetings.

- CAC meeting Thursday May 26, 2022, 6:30 -8:00pm (Prior Lake City Hall-Wagon Bridge Conference Room Prior Lake City Hall)
- Board of Managers Meeting, Tuesday, June 14, 2022, 6:00pm (Prior Lake City Hall-Council Chambers)
- PLOC Cooperators Meeting, Thursday, June 16, 2022, 12:00-1:30pm (Prior Lake City Hall-Wagon Bridge Conference Room)
- Joint Board of Managers and CAC Meeting, Thursday, June 30, 2023, 6:00-8:00pm (Prior Lake City Hall)

## **ADJOURNMENT**

Motion by Manager Hennes, second by Loney to adjourn. Motion Carried. Five Ayes.  
Meeting adjourned at 7:03pm.

Frank Boyles, PLSLWD Secretary

June 5, 2022

DRAFT



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## **SPECIAL MEETING MINUTES**

*Thursday, May 19, 2022*

*Prior Lake City Hall, Wagon Bridge Conference Room*

*8:00 AM*

Members Present:

Curt Hennes, Christian Morkeberg, Bruce Loney  
(Absent: Mike Myser, Frank Boyles)

Staff & Consultants Present

Joni Giese, District Administrator

Others Present:

None

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

Meeting was called to order by Vice President Loney at 8:01 AM  
All present recited the Pledge of Allegiance

### **2.0 PUBLIC COMMENT**

None

### **3.0 APPROVAL OF AGENDA**

Manager Hennes request Agenda Item 4.3 "Other Business" be added to the agenda. **Motion by Manager Hennes, second by Morkeberg to approve the meeting agenda as amended. Motion carried. Three Ayes.**

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

#### **4.1 Election of Secretary Pro Tempore**

**Motion by Manager Morkeberg, second by Hennes to appoint Manager Morkeberg as Secretary Pro Tem for the May 19, 2022, meeting. Motion carried. Three Ayes.**

#### **4.2 Resolution 22-359: Selection of District Depository Bank and Authorization**

Administrator Giese stated the Prior Lake-Spring Lake Watershed District has opened an account with the 4M Fund. Having a depository account with US Bank will better facilitate movement of District funds in/out of the 4M Fund and recommended the Board of Managers adopt Resolution 22-359: Selection of District Depository Bank and Authorization. **Motion by**



**Manager Hennes, second by Morkeberg to adopt Resolution 22-359: Selection of District Depository Bank and Authorization. Three Ayes.**

#### **4.3 Other Business**

Manager Hennes shared with other managers that Spring Lake Township had provided a proclamation expressing appreciation to Curt Hennes for his service to Spring Lake Township. Manager Hennes stated he was surprised and honored to receive the proclamation.

#### **ADJOURNMENT**

**Motion by Manager Hennes, second by Manager Morkeberg to adjourn the meeting. Motion Carried, Three Ayes.**

Meeting adjourned at 8:10 AM.

---

**Respectfully Submitted,**

**Christian Morkeberg, PLSLWD Secretary Pro Tem**

**May 19, 2022**



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## CAC Meeting Minutes

Thursday, April 28, 2022

Subcommittee workshop: 6:00 – 6:30 PM

CAC Meeting: 6:30-8:00 PM

Prior Lake City Hall: Wagon Bridge Conference Room

### Attendees:

#### CAC Members:

- ☐ Christopher Crowhurst (Chair)
- ☒ Matt Newman
- ☐ Matt Tofanelli
- ☒ Maureen Reeder

4 of 8 members present = 50% (**≥50%**)

- ☐ Woody Spitzmueller
- ☒ Ben Burnett (Secretary)
- ☒ Loren Hanson (Vice Chair)
- ☐ David Hagen

Staff: Allison Weyer Joni Giese

Board members: Bruce Loney (CAC rep)

Guests: Lisa Quinn (Spring Lake Township Liaison)

No pre-meeting Subcommittee workshops

Welcome & Introductions (6:37 pm) – Vice Chair: Loren Hanson

March Meeting Minutes Approval (emailed)

Motioned: Matt N.; 2nd: Maureen; Passed

Approval of the April Agenda

Motioned: Matt N.; 2nd: Ben; Passed

### CAC Business

- New CAC interview process:
  - Committee of 3 will interview new candidates.
  - Committee is: CAC chair (Christopher), Staff (Allison), and Board Rep. (Bruce)
- Recruitment
  - 2 new applications: Ron Huffmeyer, interviewed and recommended; another interviewed and not recommended
  - Another application pending from Curtis Witt.
- Member Renewals and Term/Bylaws Review
  - The bylaws and term lengths are ambiguous. An edit needs to be done along the lines of “CAC members will serve a near- 3-year term ending March 31 of their third year” or similar.
  - Last change was March 2021.
  - Was decided we need to schedule a yearly review of bylaws to save multiple edits throughout the year and only have to make and approve edits once a year.
  - Determining the schedule was tabled until May meeting.

Staff Project Updates – Allison – see *Attachment #3 for slides*

- Annual report – Joni presented, CAC comments were that it was condensed well and had clear goals
- Prior Lake Chamber Fest update (Aug 5 & 6)
  - Options: Fri night booth during wine tasting event OR Sat. day

- Discussed our goals for event
- Goal: Education; shoreline restoration (Q&A, and idea pamphlet); Adopt-a-drain; other brochures
- Discussed maybe doing a Farmer's market booth instead of Chamber Fest, Allison will look in to this and report back in May
- Buck Lake Wetland study report
  - Two areas: East and west
    - East – in OK shape, mostly state controlled water
    - West – bad shape, degraded area, some landowners expressed interest in cattail harvesting.
  - One of six priority projects selected by board for near-term implementation from the Upper WD blueprint
    - Problems: contributes 500 lbs. phosphorous a year
    - Possible benefit: Possible flood reduction (reduce upper and lower Prior by 0.1 ft)
    - Looking at improvements to west only
    - Initial landowner meeting with 6 owners
    - Next steps – collect more data, develop concepts, vet with DNR

#### Board Liaison Updates & Requests to CAC – Bruce Loney

- April board meeting summary
  - Bonding lessons and review
  - Carp – Lessons learned from 2022 winter
    - We could not get: 1) carp aggregations, 2) commercial fisherman, and 3) transportation to market, aligned at any time during the winter to get a seine completed.
  - Upper WD updates
    - Working to secure right-of-way approvals
  - Banking: U.S. Bank chosen
  - Cover crop discussions and work is continuing
- Board retreat on April 16th to discuss 2022
  - Discussed priorities; reviewed plans
  - Upper WD projects
  - Keep plans and projects moving
  - Staff is new or in new roles, all have learning curves, be patient
  - Focus on projects that have owner buy-in
  - MOA – finish these to free staff for other work
  - Joint monitoring with Scott County, city, etc.
  - Walleye stocking is moving to PLA & SLA
  - Talked about CAC – good progress last year

#### April Workshop & Board Meeting – CAC Report – Woody (see *Attachment #1*)

- May 10th Board Meeting CAC Attendee – Loren

#### Subcommittee Reports (Subcommittee Leads)

- Update on objectives
  - **Shoreline restoration**
    - No meeting, no report
  - **Lake life and water quality, AIS, fish stocking**
    - No meeting, no report
  - **Storage/flooding**

- Maureen and Ben had researched some funding sources (grants.gov, etc.)
- Joni and Bruce had a grants spreadsheet from past funding sources
- Maureen and Ben said they'd help review the existing grants found and maybe add new ones to go after, this work is pending.

#### Other Topics and Announcements

- Lisa Quinn (Spring Lake Township Liaison) presented her efforts to get some funding for fish lake projects.
  - Feedback received: Needs a list of specific project ideas
  - She is collecting more information from spring lake township and city of prior lake

#### Future Topics

- By-laws yearly scheduled change
- June long meeting move to July?? But July is SWCD
- Fish Lake issues (see attachment #2 from Matt N.)

#### Adjourn @ 7:51 PM

- Motioned: Ben; 2<sup>nd</sup>: Maureen; passed

#### Upcoming Meetings:

- |                                       |                     |
|---------------------------------------|---------------------|
| • Board Meeting: Tues, April 12, 2022 | 6:00 pm (wkshp 4-6) |
| • CAC Meeting: Thurs, April 28, 2022  | 6:30 – 8:00 pm      |
| ○ Subcommittee Mtg:                   | 6:00 – 6:30 pm      |

#### Upcoming Educational Seminars

- Thursday, July 28: Troy Kuphal w/Scott SWCD
- Thursday, August 25: Taylor Huinker w/DNR
- Thursday, October 27: Pete Young w/City of Prior Lake

## **Attachment #1 – April - PLSLWD Board meeting report – Spitzmueller**

### April 12, 2022 - PLSLWSD Workshop, 4-6pm

I did not attend the workshop but meeting agenda follows:

- Discussion of public financing for PLSLWD Projects – Joni
- Carp Management Program – Jeff and Tony Havranek
- CAC member renewal - Joni
- Upper watershed projects update – Bruce Loney
- Stormwater input to lakes – Christian Morkeberg
- Discussed agenda for board retreat – Mike Myser
- 4M and Banking updates - Joni

### April 12 - 2022 - PLSLWD Monthly Meeting 6-8pm

President Mike Myser opened the meeting with attendees standing and reciting the Pledge of Allegiance.

Manager Bruce Loney was sworn in for new term on board.

No one spoke at the public comment.

A staff report was given on the district Programs and Projects. Jeff Anderson reported that the lake level logger has been repositioned at lower level and is now working again. Lake levels were reported as:

- Prior Lake: 900.2
- Spring Lake: 910.5

Jaime Rockney discussed the Sutton Lake Enhanced Iron Filter project. Landscaping remains to be completed. Discussions with property owners continue. Pit stations are being installed in the channel between Spring and Prior to track carp.

Ice out was declared as of today April 12 on both Upper and Lower Prior.

Joint Scott and Water Conservation District (SWCD) projects were reported. Stabilization of the county 13 ditch is in process. Seven new acres were added to the cover crops in the district. Native grass planting is getting started. For the outlet channel there will be TV inspection of the pipe and sediment removal continues in segment 5C.

Troy Kuphal (SWCD Manager) provided an extensive report of 2021 cost sharing activity on behalf of the PLSLWD. Troy highlighted a number of technical assistance projects and quantified activity for years 2021 and 2022. A couple of interesting numbers:

- New Conservation Assistance Requests: 2021 – 57, 2022 – 53
- District Landowners Assisted: 2021 – 65, 2022 – 74
- Cost Share Projects approved: 2021 – 28, 2022 – 20
- Cost Share Projects completed: 2021 – 22, 2022 – 21

SWCD Projects with measurable phosphorus benefits to the district included Conservation Cover crops, critical area planting (highly erosive areas) and filter strips along drainage

ditches. These projects resulted in a cost benefit to the district of some \$30K during the years 2016 – 2021. The SWCD also continues to support the Farmer Led Council providing technical assistance to this group since 2013.

Christian Morkeberg, as newly sworn Treasurer, provided the district financial report and cash flow projection. No issues were surfaced.

Meeting adjourned at 7:50PM.

## **Attachment #2 – contact info and pictures of where water sources to Fish lake – Matt Newman**

Tom over at Advanced Septic has always been helpful for info on the community septic system at the top of the map. If in need of more information regarding the drains running around or underneath (is in the report seen there seemed to still be unknowns), his contact is below.

### **Tom Wirtzfeld**

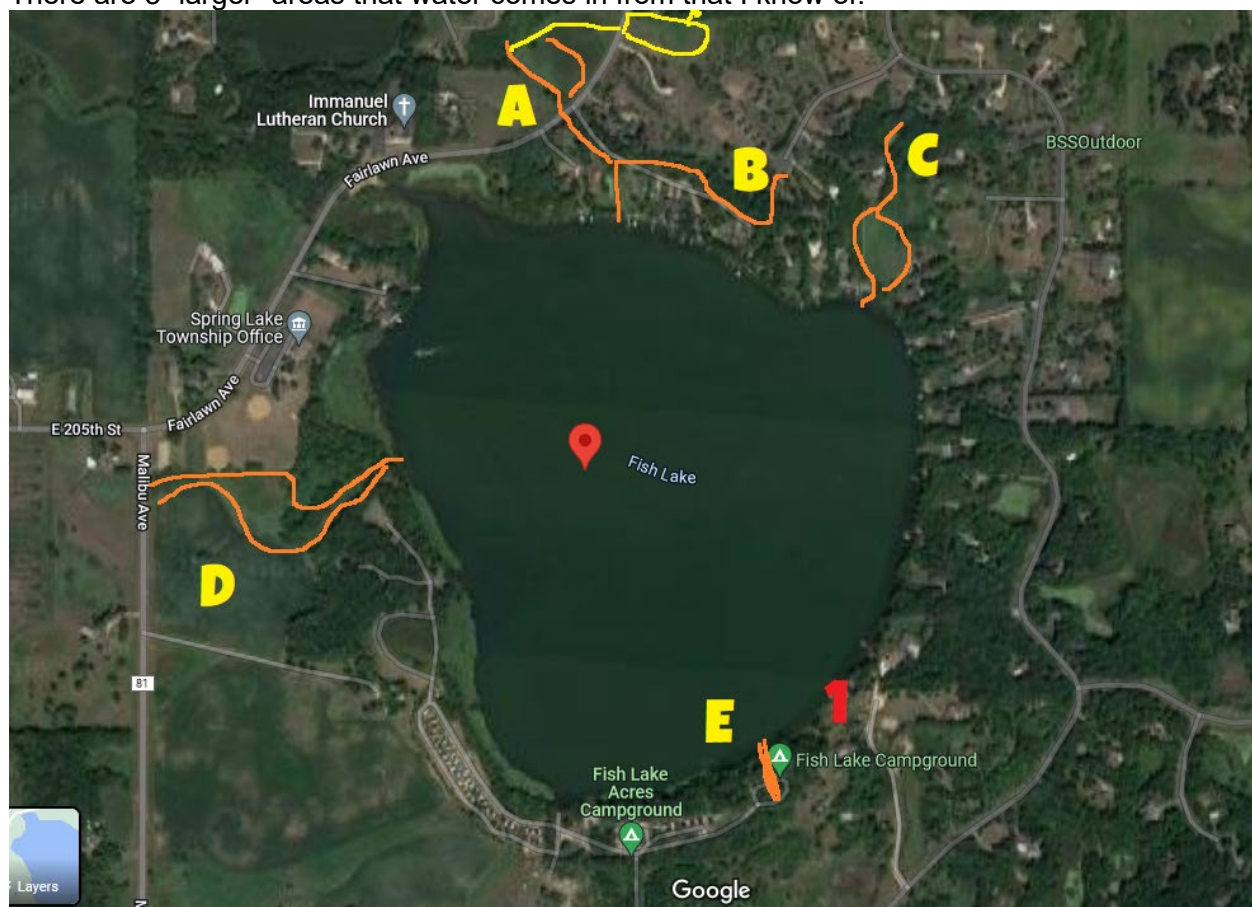
Founder and CEO

Tom (at) AdvSepSol.com

800-725-5529

Information provided for future discussions on water quality from skimmer/green harvest and bacteria topics. Although the water quality numbers may look good on reports, people avoided this lake like it was a plague the past few years. Algae blooms have not been this bad in the 10 years I've had the property. It's nasty out here. A heavy wind day will sink the clusters but they rise back up after refilling with air.

There are 5 “larger” areas that water comes in from that I know of.





**Point A**, the main stream coming in was mentioned on the map and report.

Point A – main stream in dated 05/04/2022



**Point B** comes in from a drainage easement. This little back pond and drainage area used to be topped with duckweed. It was typically clear water with only a little tinge and small of leaf rot as could be expected. In the past couple years, the development above now pours into it from the streets above. It currently has a much stronger odor and layered with algae.

Point B – drainage pond algae blooms dated 05/04/2022





**The area perpendicular between point A and point B**, as well as along the roadside, going up to the septic field at the top of the map – there has been a lot of horizontal boring. The septic system has been hit a couple times in the past 2 years. There is an underground line running from the community alongside this area. Electric power lines have been buried recently in this area. Additionally, new Jaguar internet communication lines were installed around this area.

---

**Point C**, at this time, sorry my kids are sick can't get the pictures.

---

**Point D** flow about as equally as the main stream (point A). It's a mucky inlet. The water is clear with a brown tinge to it. The water does not smell of rot, but instead smells very sweet. Although having a fast-paced flow, the water is still topped heavily with brown algae.

Point D – dated 05/04/2022





---

**Point E** is a spring, possibly one of the largest that feeds noticeably from the ground. The water appears clear. At this time I am unable to get the picture (sick kids care).

---



**Point 1 (in Red)** is simply an area of 'interest' as this is a very steep hillside that has undergone a lot of heavy changes in the dirt itself, and I don't recall having seen a silt barrier at any time. There have been a few lakeshore changes going in, but this was largest on the lake I know of in the past 10 years.



I appear to have removed some pictures from last year, but have these pictures from 04/08/2022 of the lake just before ice out on Fish Lake this year.



**Additional Image**

The only additional image I can find is one I kept because I was showing off the lake on a nice day, but algae patches are still seen – Dated August 14<sup>th</sup> 2021. This was a distance shot, so it's hard to see the amount of algae blooms present at the time went across nearly the entire lake surface:



6-14-2022 PLSLWD Board Meeting Materials

6/14/2022

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

Page 53

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 Sterling State Bank) to the claims list parties. Staff will request that all vendors provide information on their invoices to fit into the categories below

Vendor	Invoice	Description	Amount
<b>1. Watershed District Projects (excluding staff payroll)</b>			
MNL	33803	Plant installation	1,484.00
Minnesota Dirt Works	2227-1	Concrete footings and Spring Lake Boat Launch	2,000.00
Onset Computer Corporation	231221	Level Loggers and Software	1,500.97
Smith Partners	43181	Permitting	24.90
	43180	I-LIDS Contract amendment review	224.10
10,000 Lakes Aquaculture	5380	Bluegill stocking	3,500.00
Blue Water Science		Aquatic Plant Surveys 2021	4,600.00
PLM Lake and Land Management Co	2001055	Diquat Treatment - Upper Prior Lake	1,264.39
	2001053	Diquat Treatment - Lower Prior Lake	489.78
	2001054	Diquat Treatment - Spring Lake	1,413.76
Waterfront Restoration	1532	Watercraft inspections	4,851.44
ESRI	94256534	ARC GIS Software	1,010.00
Xcel Energy	781658525	18051 Langford Blvd.	18.60
Gopher State One Call	2051338		2.70
EOR	00758-0114	Sutton Lake Modification Plan	533.97
	00758-0152-5	General Engineering	744.00
	00758-0148	Sutton Lake Management Plan	2,466.50
	00758-0152-5	Permitting	2,200.00
	00758-0152-5	Rule Revisions	3,232.50
WSB	R-019773-000-4	Carp Management	4,964.50
		<b>Subtotal</b>	<b>\$ 36,526.11</b>
<b>2. Outlet Channel - JPA/MOA (excluding staff payroll)</b>			
Smith Partners	43182	Easement Amendment	99.60
	43182	Temp Construction Easements	373.50
American Environmental, LLC	2559	Storm Sewer Inspection	4,864.50
SW Newsmedia	100426	Legal Notice - Bank Stabilization	86.52
EOR	00758-0153-5	Segment 4	232.50
	00758-0153-5	Segment 7	139.50
	00758-0153-5	Non-Specific	2,719.50
	00758-0147	PLOC Seg 1 Bank Repair	297.86
	00758-0147	PLOC Seg 4 Bank Repair	1,973.32
	00758-0147	PLOC Seg 5A Bank Repair	1,452.07
	00758-0157	2022 PLOC Vegetation/Stability Inspections	2,396.97
		<b>Subtotal</b>	<b>\$ 14,635.84</b>
<b>3. Payroll, Office and Overhead</b>			
ADP Manager Per Diems			2,135.00
ADP Staff Payroll			43,191.96
ADP Taxes & Benefits			7,752.79
HSA Bank			265.38
Fidelity			165.38
NCPERS	94000062022	Life Insurance Premiums - May	80.00
Reliance Standard	LTD72690	June LTD and STD Premiums	758.73
HealthPartners	112599705	Health Insurance Premiums	5,656.51
League of Minnesota Cities	40002869	Workers Compensation Coverage Premium	3,682.00
City of Prior Lake		Rent (July 2022)	2,317.50
Smith Partners	43179	Audit Response	286.00
CLA	3295089	Monthly bookkeeping	1,500.00
		Payroll Services	740.00
		Technology and Client Support fee	112.00
Metro Sales	INV2055323	May-June Billing	103.00
	INV2053221	Contract Usage - February-May	855.75
Rymark	29160	Monthly charge - May - includes add'l 2 Office 365 seats	877.50
Innovative Office Products	IN3814499	Board Manager Name plates	41.06
VISA		April-May Billing	1,946.87
		<b>Subtotal</b>	<b>\$ 72,467.43</b>
<b>TOTAL</b>			<b>\$ 123,629.38</b>

Prior Lake-Spring Lake Watershed District  
VISA Transactions 4/25/2022-5/24/2022

Trans Date	Merchant Name	Amount	Receipt?	Staff Approval	Class	Customer	Expense	Description
4/25/2022	FROGGS TOGGS	\$257.68	x	Elizabeth Froden	637 Monitoring & Research	Stream Monitoring	876 Field Equipment & Maintenance	Waders for streams, carp work, etc.
4/27/2022	IRONCLAD STORAGE	\$199.00	x	Jeff Anderson	611 Operations & Maintenance	Fish Mgmt - Equipment, Storage & Maintenance	876 Field Equipment & Maintenance	Equipment Storage
4/27/2022	SHELL OIL 57444700207	\$90.71	x	Jeff Anderson	637 Monitoring & Research	Equipment Storage & Maintenance	801 Gas, Mileage	Truck Gas
4/28/2022	GROUPGREETING	\$4.99	x	Patty Dronen	405 General Fund		710 Office Expense Other	Sympathy card for Jeff and Family
5/3/2022	VZWRLSS*APOCC VISB	\$27.62	x	Jeff Anderson	648 Regulation	LGU Permit & Inspections	876 Field Equipment & Maintenance	Cell Phone Service
		\$32.66	x	Jeff Anderson	PLOC 839	PLOC Equipment & Maintenance	876 Field Equipment & Maintenance	Cell Phone Service
		\$13.04	x	Jeff Anderson	611 Operations & Maintenance	Fish Mgmt - Equipment, Storage & Maintenance	876 Field Equipment & Maintenance	Cell Phone Service
5/4/2022	CKO*Dashlane	\$99.92	x	Patty Dronen	405 General Fund		903 Dues/Fees/Subscriptions	2 seats for PLSLWD interns
5/5/2022	USPS PO 2676300882	\$46.25	x	Patty Dronen	626 Planning	Planning and Program Development	701 Postage	Mailing of board packets
5/10/2022	ADOBE CREATIVE CLOUD	\$56.90	x	Patty Dronen	626 Planning	Planning and Program Development	903 Dues/Fees/Subscriptions	Software
5/10/2022	AMZN Mktp US*137DJ28Y2	\$11.97	x	Jeff Anderson	611 Operations & Maintenance	Fish Mgmt - Carp Removals-Other	751 Office Equipment & Maintenance	zip ties
5/10/2022	AMZN Mktp US*138AY98K2	\$27.98	x	Jeff Anderson	611 Operations & Maintenance	Fish Mgmt - Carp Removals-Other	751 Office Equipment & Maintenance	polarized sunglasses and zip ties
5/10/2022	EDELWEISS BAKERY	\$40.75	x	Patty Dronen	626 Planning	Planning and Program Development	902 Meals and Lodging	Cookies Mgr Hennes last meeting
5/10/2022	JIMMY JOHNS - 1206 - ECOM	\$106.50	x	Patty Dronen	626 Planning	Planning and Program Development	902 Meals and Lodging	Board manager meal
5/11/2022	OFFICEMAX/DEPOT 6767	\$28.98	x	Patty Dronen	405 General Fund		710 Office Expense Other	Poster for Jaime's going away
5/18/2022	HOLIDAY STATIONS 0198	\$99.10	x	Shauna Capron	637 Monitoring & Research	Equipment Storage & Maintenance	801 Gas, Mileage	Gas milage
5/18/2022	Microsoft#G010803583	\$4.83	x	Patty Dronen	405 General Fund		903 Dues/Fees/Subscriptions	software
5/21/2022	DAVIS INSTRUMENTS CORPORA	\$736.02	x	Jeff Anderson	637 Monitoring & Research	Precipitation Monitoring	876 Field Equipment & Maintenance	Water station equipmment
5/23/2022	Prior Lake Hardware	\$9.63	x	Shauna Capron	637 Monitoring & Research	Lake Chemistry Monitoring	876 Field Equipment & Maintenance	Distilled Water
5/23/2022	HOLIDAY STATIONS 0198	\$52.34	x	Shauna Capron	637 Monitoring & Research	Stream Monitoring	876 Field Equipment & Maintenance	Distilled Water, sunscreen, bug spray



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

**Subject |** Vergus Estates South Development Agreement & Conservation Easement

**Board Meeting Date |** June 14, 2022

**Item No |** 6.6

**Prepared By |** Allison Weyer, Permit Coordinator

**Attachments |**

- 1) Project Location Map
- 2) Vergus Estates South Development Agreement
- 3) Vergus Estates South Conservation Easement

**Action |** Motion to approve the Vergus Estates South Development Agreement & Conservation Easement for execution by the District Administrator.

## **BACKGROUND**

District Rule J requires the establishment of a vegetated buffer around wetlands and watercourses for the purpose of maintaining the long-term health and function of these resources. Rule J also requires the establishment of a permanent conservation easement over the buffers.

The conservation easement process includes acquiring a development agreement in conjunction with the conservation easements. A development agreement provides a way for the District to recover costs associated with the acquisition of the easements including title work, staff time, and engineering review, as well as ensures that the easement areas are properly established with native plants that filter stormwater.

## **PROJECT OVERVIEW**

District staff is working with the property owner and Scott County to establish a wetland buffer area and to permanently protect the buffer with a conservation easement that will protect the buffers in perpetuity. The location of the project is shown on the attached map.

The attached development agreement and conservation easement documents are based on a template developed by the District Attorney. The development agreement and conservation easement are legal documents that will be recorded in the Scott County Land Records Office.

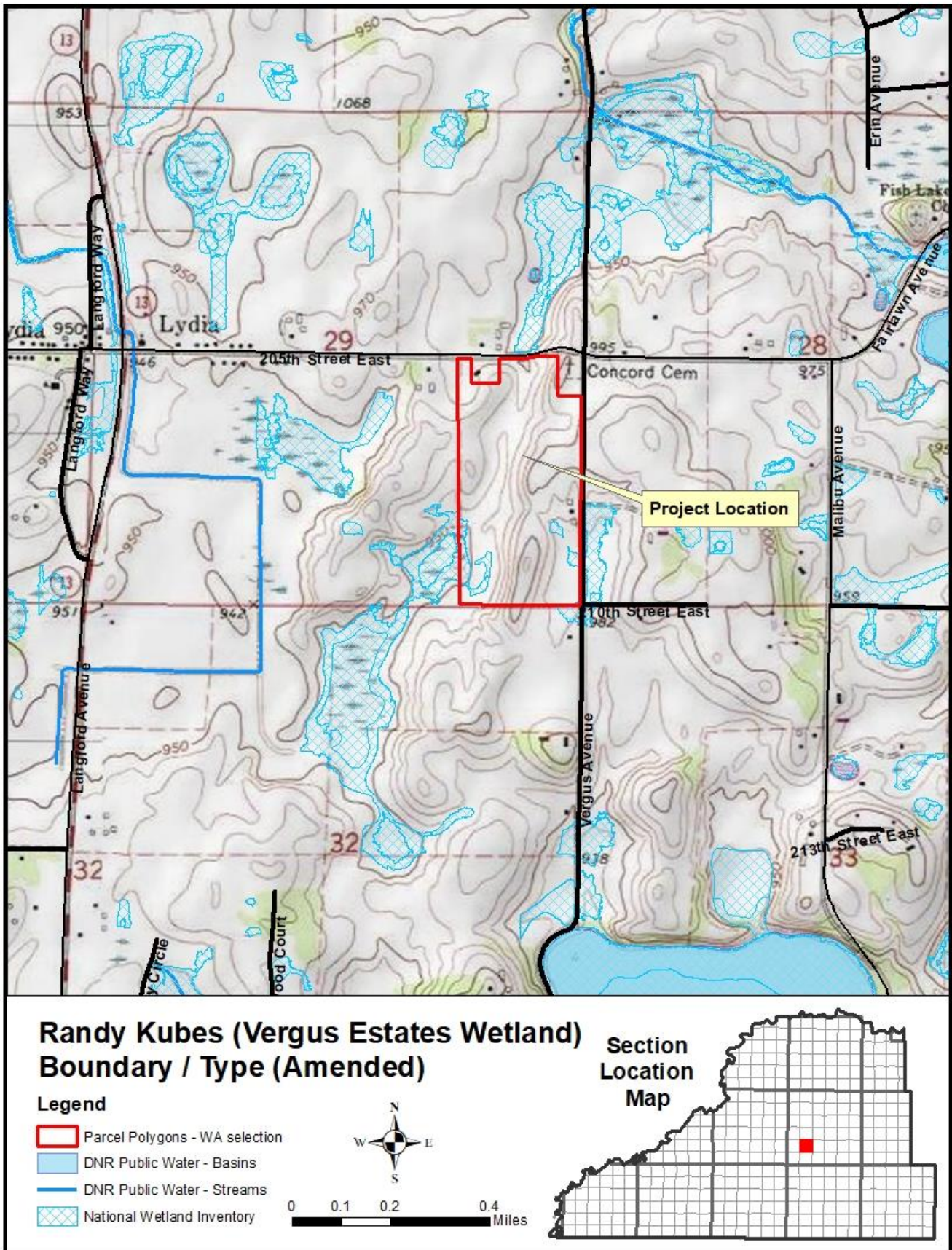
## **ACTION REQUESTED**

District staff is requesting that the Board of Managers approve the Vergus Estates South development agreement and conservation easement for execution by the District Administrator and recording in the Scott County Land Records Office.



Prepared by Bolton & Menk, Inc

**Site Location Map**





### DEVELOPMENT AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Julie A. Milner, a single person, (collectively the “Owner”), and the Prior Lake-Spring Lake Watershed District, a political subdivision of the State of Minnesota (“Watershed District” or “District”).

### RECITALS

A. Owner is the fee owner of and is proceeding to subdivide certain land located in Scott County, Minnesota, and legally described in Exhibit A (the “Property”).

B. As a condition of the approval for the subdivision of the Property, Scott County requires that the Declarant grant the Watershed District a conservation easement over a buffer strip around the perimeter of wetland within the Project that meets the requirements of the Watershed District’s Rules (“Rules”).

C. Declarant desires to establish a conservation easement (“Conservation Easement”) under Minnesota Statutes, Chapter 84C, to create a buffer strip around the perimeter of wetlands within the Project as required by the Rules.

### AGREEMENT

In consideration of the mutual covenants herein, the parties hereto agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by this reference.

2. SURVEY. Within 30 days after this agreement has been fully executed, the Owner shall supply the Watershed District with a satisfactory legal description and survey drawing of the proposed Conservation Easement area that meets the requirements of the Rules.

3. **EASEMENT DOCUMENT.** Within 30 days after of final approval of the subdivision of the Property, the Owner will properly execute and hand-deliver to the District a Conservation Easement that has been drafted by the District and meets the requirements of the Rules. The District will hold the Conservation Easement in escrow.

4. **OWNERS & ENCUMBRANCE REPORT.** The Watershed District will obtain an Owners & Encumbrance Report that includes easements for the Conservation Easement prior to its recording. If the affected area is subject to a mortgage or other encumbrance in conflict with the terms of the Conservation Easement, the Owner will work diligently to obtain a signed consent from interest holders, and to deliver the consent(s) document to the District as soon as possible. On receipt of the consent(s), the District will execute the Conservation Easement and file it for recording.

5. **BUFFER ESTABLISHMENT.** Owner shall, at its expense, establish native vegetation in the Conservation Easement in accordance with the requirements of District Rules as shown in Exhibit B, unless the District agrees in writing that the existing vegetation in the easement area is currently in a condition that meets these requirements.

6. **MONUMENTATION.** A monument shall be placed and maintained on the upland edge of the Conservation Easement boundary, at each parcel line where it crosses the Conservation Easement boundary, and at each point where the bearing of the Conservation Easement boundary line changes, aligning with the iron pipes placed by the surveyor for the Conservation Easement. A monument shall consist of a metal U-channel post and a buffer strip sign provided by the Watershed District, or as otherwise approved in writing by the Watershed District. The sign shall be securely mounted to a minimum height of 4 feet above grade. Removal, relocation, or damage to the monuments is prohibited. If a monument has been relocated or damaged, the Owner shall notify the District as soon as possible. If there is a subdivision after initial monumentation, monuments will be adjusted to maintain conformance with this paragraph.

7. **INDEMNITY.** Owner shall indemnify, defend and hold the District and its agents, employees, officers, and contractors, harmless from all claims made by itself and third parties for damage or loss sustained or costs incurred, in connection with or arising out of this Agreement. Costs incurred includes District staff costs, and consultant and attorney fees, incurred as a result of a claim.

8. **COSTS AND FEES.** Owner shall reimburse the District for all costs incurred in the preparation and review of the Conservation Easement, including but not limited to, District staff time, Owners & Encumbrances report, title policy cost, recording fees, and engineering & attorneys' fees. The Owner shall also reimburse the District for all costs related to the enforcement of this Agreement. Owner shall fully pay all invoices ("Invoices") submitted by the District for obligations incurred under this Agreement within 30 days after receipt. Amounts not so paid shall accrue interest at the rate of 8 percent per year or the maximum rate allowed by law, if less.

9. **DEFAULT.** If Owner defaults as to any obligation required by this Agreement, the District may, at its option and after not less than 7 days' notice to Owner, enter and perform the work, and Owner shall reimburse the District for all costs incurred thereby. In the event of an emergency as determined by the District, the requirement of 7 days advance notice of default shall be waived.

10. **DURATION.** This Agreement shall terminate on the date that the Watershed District provides formal written documentation that the Conservation Easement has been planted and fully established in accordance with Exhibit B, meets all Rule requirements, and that all reimbursable costs incurred by the District have been paid. At Owner's request, the District will execute a notice of termination that Owner may record on the title.

11. **ESCROW; SURVIVAL.** Notwithstanding the foregoing paragraph 10, as a prerequisite to termination, Owner will provide the District the sum of \$4,500 to secure the establishment of Conservation Area vegetation in accordance with Exhibit B, and the required installation of buffer signs. The District will hold the funds in escrow, may commingle the funds with other similar escrow funds, and with 7 days' notice may use the funds for the purpose of securing vegetation establishment and fence removal in accordance with Exhibit B. When establishment has been completed, the District will return remaining escrow funds to Owner, less the amount of any unpaid Invoices. The District is not obligated to hold the funds in an interest-bearing account, but if the funds have accrued interest, it will be included in the sum returned. The establishment requirement of paragraph 4 and the escrow requirement of this paragraph 10 will survive termination of the Agreement.

12. **BINDING EFFECT.** This Agreement shall run with the land and bind and inure to the benefit of the parties hereto and their respective heirs, successors and assign. However, Owner and each successor record owner of the Property shall be fully discharged and relieved of liability under this Agreement upon ceasing to own any interest in the Property and paying all amounts and performing all obligations hereunder to the time ownership terminates.

13. **RECORDING.** Owner shall provide the signed original copy of this agreement to the District for recording. Owner shall be responsible for payment of the recording fee(s) and if such fee(s) are advanced by the District, Owner shall reimburse the District for those fee(s).

14. **MISCELLANEOUS.**

(a) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

(b) The failure of the District to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision or any other provision by the District.

(c) All notices under this Agreement shall be deemed to be sent or delivered

when personally delivered to the recipient or when mailed by certified or registered mail, postage prepaid, addressed to Owner 20810 Vergus Avenue, Prior Lake, MN 55372 or other place of business, and to the Watershed District at 4646 Dakota Street SE, Prior Lake, Minnesota 55372, or at such other address as either party may hereafter designate in writing to the other.

(d) This Agreement shall be subject to and governed by Minnesota law.

IN WITNESS WHEREOF, the Owner has voluntarily executed this Development Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OWNER:

By: \_\_\_\_\_  
Julie A. Milner

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Julie A. Milner, a single person.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE**

The Prior Lake-Spring Lake Watershed District hereby accepts the foregoing Development Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PRIOR LAKE-SPRING LAKE WATERSHED  
DISTRICT**

By: \_\_\_\_\_  
Joni Giese

Title: District Administrator

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Joni Giese, as the District Administrator of the Prior Lake-Spring Lake Watershed District, a political subdivision under Minnesota law.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

This instrument was drafted by:  
Prior Lake-Spring Lake Watershed District  
4646 Dakota Street SE  
Prior Lake, MN 55372

Return to:  
Prior Lake-Spring Lake Watershed District  
4646 Dakota Street SE  
Prior Lake, MN 55372

**EXHIBIT A:****LEGAL DESCRIPTION OF PROPERTY:****Vergus Estates South**

The land referred to in this Commitment is Abstract Property situated in the County of Scott, State of Minnesota, and is described as follows:

**PARCEL A:**

That part of the East Half of the Southeast Quarter of Section 29, Township 114 North, Range 22 West, Scott County, Minnesota described as follows:

Commencing at the Southeast Corner of said Section 29; thence North 00 degrees 04 minutes 37 seconds East (bearings based on Scott County Coordinate System NAD83, 1996 Adjustment) on the east line of said Southeast Quarter, a distance of 415.07 feet to the point of beginning; thence continuing North 00 degrees 04 minutes 37 seconds East on said east line, a distance of 781.83 feet; thence North 89 degrees 55 minutes 23 seconds West, a distance of 338.00 feet; thence South 00 degrees 04 minutes 37 seconds West, a distance of 429.65 feet; thence South 89 degrees 55 minutes 23 seconds East, a distance of 131.89 feet; thence South 00 degrees 04 minutes 37 seconds West, a distance of 352.18 feet; thence South 89 degrees 55 minutes 23 seconds East, a distance of 206.11 feet to the point of beginning.

**PARCEL B:**

The East half of the Southeast Quarter, EXCEPT the east 16 rods of the north 12 rods thereof, also EXCEPT a tract of land in the Northeast Quarter of the Southeast Quarter commencing at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence south along the east line of said Northeast Quarter of the Southeast Quarter a distance of 198.0 feet; thence continuing south along the east line of said Northeast Quarter of the Southeast Quarter, a distance of 75.5 feet; thence deflecting West 91 degrees 41 minutes a distance of 288.35 feet; thence deflecting North 88 degrees 19 minutes to the East and West Quarter line of said Section 29; thence East along said East and West Quarter line of said Section 29 to the point of beginning, also except the following beginning at a point on the north line of said east half of the Southeast Quarter a distance of 1059.2 feet West of the northeast corner thereof; thence continuing along said north line a distance of 150.0 feet; thence deflecting to the left at an angle of 90 degrees a distance of 290.4 feet; thence deflecting to the left at an angle of 90 degrees a distance of 150 feet; thence deflecting to the left at an angle of 90 degrees a distance of 290.4 feet to the point of beginning; all in Section 29, Township 114 North, Range 22 West.

**ALSO EXCEPT THE FOLLOWING:**

That part of the Northeast Quarter of the Southeast Quarter, Section 29, Township 114, Range 22, Scott County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 00 degrees 09 minutes 15 seconds East, assumed bearing, along the east line of said Northeast Quarter of the Southeast Quarter a distance of 273.50 feet to the point of beginning of the land to be described; thence continuing South 00 degrees 09 minutes 15 seconds East,

along said east line a distance of 151.07 feet; thence North 88 degrees 28 minutes 15 seconds West a distance of 288.35 feet, thence North 00 degrees 09 minutes 15 seconds West a distance of 151.07 feet to an intersection with a line draw North 88 degrees 28 minutes 15 seconds West from the point of beginning; thence South 88 degrees 28 minutes 15 seconds East a distance of 288.35 feet to the point of beginning.

**ALSO EXCEPT THE FOLLOWING:**

That part of the Southeast Quarter of Section 29, Township 114, Range 22, Scott County, Minnesota described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence West assumed bearing, along the north line of said Southeast Quarter 909.20 feet to the point of beginning of the land to be described; thence continuing West along said north line 150.00 feet; thence South 290.40 feet; thence East 150.00 feet; thence 290.40 feet to the point of beginning.

**ALSO EXCEPT THE FOLLOWING:**

That part of the East Half of the Southeast Quarter of Section 29, Township 114 North, Range 22 West, Scott County, Minnesota, described as follows:

Commencing at the Southeast Corner of said Section 29; thence North 00 degrees 04 minutes 37 seconds East (bearings based on Scott County Coordinate System NAD83, 1996 Adjustment) on the east line of said Southeast Quarter, a distance of 415.07 feet to the point of beginning; thence continuing North 00 degrees 04 minutes 37 seconds East on said east line, a distance of 781.83 feet; thence North 89 degrees 55 minutes 23 seconds West a distance of 338.00 feet; thence South 00 degrees 04 minutes 37 seconds West, a distance of 429.65 feet; thence South 89 degrees 55 minutes 23 seconds East, a distance of 131.89 feet; thence South 00 degrees 04 minutes 37 seconds West, a distance of 352.18 feet; thence South 89 degrees 55 minutes 23 seconds East, a distance of 206.11 feet to the point of beginning.



**EXHIBIT B:****Excerpt from Watershed District Rules****Rule J, Section 4 (c):**

All open areas within the buffer strip shall be seeded or planted in accordance with Paragraph 8 below. All seeding or planting shall be completed prior to removal of any erosion and sediment control measures. If construction is completed after the end of the growing season, erosion and sediment control measures shall be left in place and all disturbed areas shall be mulched for protection over the winter season.

**Rule J, Section 8:****8. VEGETATION:**

- (a) Where acceptable natural vegetation exists in buffer strip areas, the retention of such vegetation in an undisturbed state is required unless an applicant receives approval to replace such vegetation. A buffer strip has acceptable natural vegetation if it:
  - (i) Has a continuous, dense layer of perennial grasses that has been uncultivated or unbroken for at least 5 consecutive years; or
  - (ii) Has an overstory of trees and/or shrubs that has been uncultivated or unbroken for at least 5 consecutive years; or
  - (iii) Contains a mixture of the plant communities described in Subparagraphs 8(a)(i) and (ii).
- (b) Notwithstanding the performance standards set forth in Paragraph 8(a), the managers may determine existing buffer strip vegetation to be unacceptable if:
  - (i) It is composed of undesirable plant species including but not limited to common buckthorn, purple loosestrife, leafy spurge or noxious weeds; or
  - (ii) It has topography that tends to channelize the flow of runoff; or
  - (iii) For some other reason it is unlikely to retain nutrients and sediment.
- (c) Where buffer strips are not vegetated or have been cultivated or otherwise disturbed within 5 years of the permit application, such areas shall be replanted and maintained. The buffer strip plantings must be identified on the permit application. The buffer strip landscaping shall comply with the following standards:
  - (i) Buffer strips shall be planted with a seed mix approved by MnDOT, NRCS or SWCD, with the exception of a one-time planting with an annual nurse or cover crop such as oats or rye in addition to the native seed mix.
  - (ii) The seed mix shall be broadcast according to MnDOT, NRCS or SWCD specifications of the selected mix. The annual nurse or cover crop shall be applied at a minimum rate of 30 pounds per acre. The MnDOT or NRCS seed

mix selected for permanent cover shall be appropriate for soil site conditions and free of invasive species. MnDOT, NRCS or SWCD approved mixtures appropriate for specific soil and moisture conditions can be used to meet these requirements.

- (iii) Native shrubs may be substituted for native forbs. All substitutions must be approved by the District. Shrubs shall be distributed so as to provide a natural appearance and shall not be planted in rows.
  - (iv) Any groundcover or shrub plantings installed within the buffer strip are independent of any landscaping required elsewhere by the municipality or county.
  - (v) Grasses and forbs shall be seeded or planted by a qualified contractor. The method of application shall be approved by the District prior to planting or seeding.
  - (vi) No fertilizer shall be used in establishing new buffer strips, except on highly disturbed sites when necessary to establish acceptable buffer strip vegetation and then limited to amounts indicated by an accredited soil testing laboratory.
  - (vii) All seeded areas shall be mulched immediately with clean straw at a rate of 1.5 tons per acre. Mulch shall be anchored with a disk or tackifier.
  - (viii) Buffer strips (both natural and created) shall be protected by erosion and sediment control measures during construction in accordance with Rule E. The erosion and sediment control measures shall remain in place until the area crop is established.
- (d) Buffer strip vegetation shall be established and maintained in accordance with the requirements found in this Paragraph 8 based on an Establishment Plan submitted by the applicant and approved by the District prior to permit issuance and meeting the following requirements:
- (i) Establishment plans must extend for the period beginning at the time of planting and extending two full years from completion of initial planting and mulching operations.
  - (ii) Establishment plans must include an irrigation or watering plan for the period beginning at the time of planting and extending one full year from completion of initial planting and mulching operations.
  - (iii) Establishment plans must include replacement of any buffer strip vegetation that does not survive during the two year period extending from the completion of the initial planting and mulching operations. Establishment maintenance and watering of replaced buffer strip vegetation shall extend one full year from completion of replacement planting and mulching operations.
  - (iv) The owner shall be responsible for reseeding and/or replanting if the buffer strip vegetation does not survive at any time through human intervention or activities.
  - (v) Establishment plans must include a schedule for weeding throughout the duration of the plan.

- (vi) Establishment plans must be accompanied by an escrow account for the term of the establishment plan. At the end of the term of the establishment plan the balance of the account shall be returned to the permittee, less the amount required to complete the establishment of acceptable natural vegetation (if any).

## DECLARATION OF CONSERVATION EASEMENT

This Declaration is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Julie A. Milner, a single person, (the “Declarant”).

### RECITALS

Declarant owns land related to the development of Vergus Estates South in Scott County, Minnesota, described on the attached Exhibit A (the “Property”). As conditions of the approval of the plats of Vergus Estates South, Scott County required that the Declarant establish, to the benefit of the Prior Lake-Spring Lake Watershed District (“Watershed District”), a conservation easement over a buffer strip around the perimeter of wetlands within the Property in accordance with the requirements of the Watershed District’s Rules (“Rules”). Declarant desires to establish a conservation easement under Minnesota Statutes, Chapter 84C, to create a buffer strip around the perimeter of wetlands (both existing and to be created) within the Property.

### DECLARATION

NOW, THEREFORE, Declarant hereby declares that the portion of the Property described or depicted on the attached Exhibit B (“Easement Area”) and shown in Exhibit C (Surveyed Drawing) shall be held, sold, conveyed and occupied subject to the following easements and restrictions (the “Conservation Easement”), which shall be perpetual and run with the Property and bind each owner (“Owner”) and all other persons having any right, title or interest in the Property or any part thereof, their heirs, representatives, successors and assigns, and shall inure to the benefit of the Watershed District, and its successors and assigns.

1. PRESERVATION. Declarant will permanently retain the Easement Area in its predominantly natural condition and prevent or remedy any subsequent activity or use that impairs or interferes with its function as a buffer strip.

2. RESTRICTIONS. The following restrictions shall apply to the Easement Area:

(a) The Easement Area shall be preserved predominantly in its natural condition. No trees, shrubs, or other vegetation that are not indigenous or naturalized to the State of Minnesota shall be planted upon the Easement Area; and no trees, shrubs, or other vegetation

shall be removed from the Easement Area without the prior written consent of the Watershed District.

(b) Buffer strip vegetation shall be established and maintained within the Easement Area in accordance with the Rules. There will be no grading or other disturbance of the soil within the Conservation Easement except as incidental to vegetation planting and removal. No structure or paved surface will be placed temporarily or permanently within the Conservation Easement.

(c) Easement identification monuments must be placed and maintained by the Declarant at the boundaries of the Easement Area as required by the Rules. Monuments will be placed and maintained on the upland edge of the Conservation Easement boundary, at each parcel line where it crosses the Conservation Easement boundary, and at each point where the bearing of the Conservation Easement boundary line changes, aligning with the iron pipes placed by the surveyor for the Conservation Easement. A monument shall consist of a metal U-channel post and a buffer strip sign provided by the Watershed District, or as otherwise approved in writing by the Watershed District. The sign shall be securely mounted to a minimum height of 4 feet above grade. Removal, relocation, or damage to the monuments is prohibited. If a monument has been relocated or damaged, the Owner shall notify the District as soon as possible. If there is a subdivision after initial monumentation, monuments will be adjusted to maintain conformance with this paragraph.

(d) Subject to Section 3 below, alterations including building, storage, paving, mowing, plowing, introduction of noxious vegetation, cutting, dredging, filling, mining, dumping, grazing livestock, agricultural production, yard waste disposal or fertilizer application, are prohibited within the Easement Area. Noxious vegetation, such as European buckthorn, purple loosestrife and reed canary grass, may be removed as long as the Easement Area is maintained to the standards required by the Rules and with a two week advance written notice to the Watershed District. Notwithstanding the foregoing, Declarant may plant to enhance the natural vegetation or selectively clear or prune trees or vegetation that are dead, diseased or otherwise pose hazards with written consent from the Watershed District.

3. AUTHORIZED USES. The following activities are not prohibited alterations under Paragraph 2(d) above:

(a) Placement, maintenance, repair or replacement of utility and drainage systems that exist on creation of the Conservation Easement or are required to comply with any subdivision approval or building permit obtained from the municipality or county, so long as any adverse impacts of utility or drainage systems on the function of the Conservation Easement have been avoided or minimized to the extent possible.

(b) Construction, maintenance, repair, reconstruction or replacement of public roads crossing the Easement Area, so long as any adverse impacts of such roads on the function of the Conservation Easement are avoided or minimized to the extent possible.

4. ENTRY. The Watershed District, and its agents, employees, managers and contractors, may enter the Property (but not any structure or improvements) at reasonable times to monitor subsequent activities and uses, perform work, and enforce this Declaration. The Watershed District shall give reasonable prior notice to the Owner of all such entries and shall not unreasonably interfere with the Owner's use and quiet enjoyment of the Property. This Declaration grants no right of access or entry on the Property to the general public.

5. COSTS AND FEES. The Owner shall reimburse the Watershed District for all costs incurred in the enforcement of this Declaration, including Watershed District staff costs and engineering and attorneys' fees. The Owner shall fully pay all invoices submitted by the Watershed District for obligations incurred under this Declaration within 7 days after receipt. Amounts not so paid shall accrue interest at the rate of 8 percent per year, or the maximum rate allowed by law, if lower.

#### 6. MISCELLANEOUS.

(a) Unless the context otherwise requires, a reference in this Declaration to the Rules adopted by the Watershed District means the Rules, as amended, in effect at the time of their application.

(b) Each Owner, including Declarant, and each successor record owner of the Property shall be fully discharged and relieved of liability under this Declaration upon ceasing to own any interest in the Property and paying all amounts and performing all obligations hereunder to the time such ownership terminates.

(c) This Declaration may be amended only by a writing duly signed and notarized by Owner and the Watershed District.

(d) Enforcement of this Declaration shall be by proceedings at law or in equity against any person violating or attempting to violate these restrictions either to restrain the violation or to recover damages. The failure to enforce any of the restrictions shall not be deemed to be a waiver of the right to do so thereafter. A party seeking enforcement of this Declaration shall be entitled to recover from the party violating the restrictions, reimbursement for all costs and expenses of litigation including reasonable attorneys' fees and other costs incurred in attempting to secure such relief.

(e) This document is to be finalized, signed/notarized by both parties, and recorded before the developer may sell any of the lots.

(f) Invalidity of any provision of this Declaration shall not affect the remaining provisions, which shall continue in full force and effect.

IN WITNESS WHEREOF, the Owner has voluntarily executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OWNER:

Julie A. Milner,  
A single person

By: \_\_\_\_\_  
Julie A. Milner

Its: Owner

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Julie A. Milner, the Owner of Vergus Estates South, a single person.

Notary Public

My Commission Expires: \_\_\_\_\_

## ACCEPTANCE

The Watershed District hereby accepts the foregoing Conservation Easements pursuant to Minnesota Statutes, Section 84C.02, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

# PRIOR LAKE - SPRING LAKE WATERSHED DISTRICT

By: \_\_\_\_\_  
Joni Giese

Its: District Administrator

STATE OF MINNESOTA )  
 )SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by Joni Giese, the Administrator of the PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT, a political subdivision under Minnesota law, on its behalf.

Notary Public

This instrument was drafted by:  
Prior Lake-Spring Lake Watershed District  
4646 Dakota Street SE, Prior Lake, MN 55372



## EXHIBIT A

## LEGAL DESCRIPTION OF PROPERTY

## Vergus Estates South

The land referred to in this Commitment is Abstract Property situated in the County of Scott, State of Minnesota, and is described as follows:

## PARCEL A:

That part of the East Half of the Southeast Quarter of Section 29, Township 114 North, Range 22 West, Scott County, Minnesota described as follows:

Commencing at the Southeast Corner of said Section 29; thence North 00 degrees 04 minutes 37 seconds East (bearings based on Scott County Coordinate System NAD83, 1996 Adjustment) on the east line of said Southeast Quarter, a distance of 415.07 feet to the point of beginning; thence continuing North 00 degrees 04 minutes 37 seconds East on said east line, a distance of 781.83 feet; thence North 89 degrees 55 minutes 23 seconds West, a distance of 338.00 feet; thence South 00 degrees 04 minutes 37 seconds West, a distance of 429.65 feet; thence South 89 degrees 55 minutes 23 seconds East, a distance of 131.89 feet; thence South 00 degrees 04 minutes 37 seconds West, a distance of 352.18 feet; thence South 89 degrees 55 minutes 23 seconds East, a distance of 206.11 feet to the point of beginning.

## PARCEL B:

The East half of the Southeast Quarter, EXCEPT the east 16 rods of the north 12 rods thereof, also EXCEPT a tract of land in the Northeast Quarter of the Southeast Quarter commencing at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence south along the east line of said Northeast Quarter of the Southeast Quarter a distance of 198.0 feet; thence continuing south along the east line of said Northeast Quarter of the Southeast Quarter, a distance of 75.5 feet; thence deflecting West 91 degrees 41 minutes a distance of 288.35 feet; thence deflecting North 88 degrees 19 minutes to the East and West Quarter line of said Section 29; thence East along said East and West Quarter line of said Section 29 to the point of beginning, also except the following beginning at a point on the north line of said east half of the Southeast Quarter a distance of 1059.2 feet West of the northeast corner thereof; thence continuing along said north line a distance of 150.0 feet; thence deflecting to the left at an angle of 90 degrees a distance of 290.4 feet; thence deflecting to the left at an angle of 90 degrees a distance of 150 feet; thence deflecting to the left at an angle of 90 degrees a distance of 290.4 feet to the point of beginning; all in Section 29, Township 114 North, Range 22 West.

## ALSO EXCEPT THE FOLLOWING:

That part of the Northeast Quarter of the Southeast Quarter, Section 29, Township 114, Range 22, Scott County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 00 degrees 09 minutes 15 seconds East, assumed bearing, along the east line of said Northeast Quarter of the Southeast Quarter a distance of 273.50 feet to the point of beginning of the land to be described; thence continuing South 00 degrees 09 minutes 15 seconds East, along said east line a distance of

151.07 feet; thence North 88 degrees 28 minutes 15 seconds West a distance of 288.35 feet, thence North 00 degrees 09 minutes 15 seconds West a distance of 151.07 feet to an intersection with a line draw North 88 degrees 28 minutes 15 seconds West from the point of beginning; thence South 88 degrees 28 minutes 15 seconds East a distance of 288.35 feet to the point of beginning.

ALSO EXCEPT THE FOLLOWING:

That part of the Southeast Quarter of Section 29, Township 114, Range 22, Scott County, Minnesota described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence West assumed bearing, along the north line of said Southeast Quarter 909.20 feet to the point of beginning of the land to be described; thence continuing West along said north line 150.00 feet; thence South 290.40 feet; thence East 150.00 feet; thence 290.40 feet to the point of beginning.

ALSO EXCEPT THE FOLLOWING:

That part of the East Half of the Southeast Quarter of Section 29, Township 114 North, Range 22 West, Scott County, Minnesota, described as follows:

Commencing at the Southeast Corner of said Section 29; thence North 00 degrees 04 minutes 37 seconds East (bearings based on Scott County Coordinate System NAD83, 1996 Adjustment) on the east line of said Southeast Quarter, a distance of 415.07 feet to the point of beginning; thence continuing North 00 degrees 04 minutes 37 seconds East on said east line, a distance of 781.83 feet; thence North 89 degrees 55 minutes 23 seconds West a distance of 338.00 feet; thence South 00 degrees 04 minutes 37 seconds West, a distance of 429.65 feet; thence South 89 degrees 55 minutes 23 seconds East, a distance of 131.89 feet; thence South 00 degrees 04 minutes 37 seconds West, a distance of 352.18 feet; thence South 89 degrees 55 minutes 23 seconds East, a distance of 206.11 feet to the point of beginning.

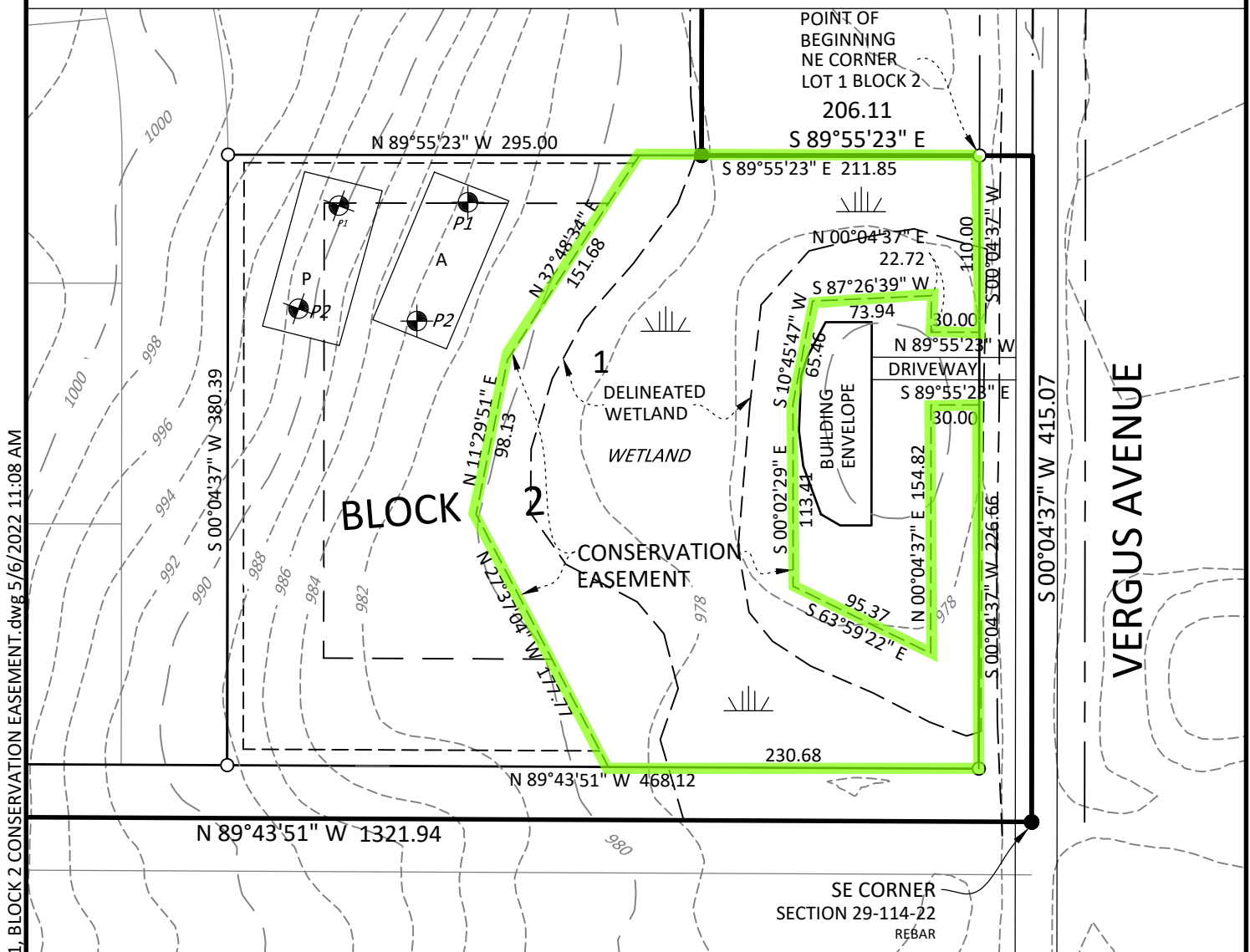
**EXHIBIT B****LEGAL DESCRIPTION OF EASEMENT AREAS****EASEMENT 1**

That part of Lot 1, Block 2, VERGUS ESTATES SOUTH, according to the recorded plat thereof, Scott County, Minnesota, described as follows:

Beginning at the Northeast Corner of said Lot 1; thence South 00 degrees 04 minutes 37 seconds West on the east line of said Lot 1, a distance of 110.00 feet; thence North 89 degrees 55 minutes 23 seconds West, a distance of 30.00 feet; thence North 00 degrees 04 minutes 37 seconds East, a distance of 22.72 feet; thence South 87 degrees 26 minutes 39 seconds West, a distance of 73.94 feet; thence South 10 degrees 45 minutes 47 seconds West, a distance of 65.46 feet; thence South 00 degrees 02 minutes 29 seconds East, a distance of 113.41 feet; thence South 63 degrees 59 minutes 22 seconds East, a distance of 95.37 feet; thence North 00 degrees 04 minutes 37 seconds East, a distance of 154.82 feet; thence South 89 degrees 55 minutes 23 seconds East, a distance of 30.00 feet to the east line of said Lot 1; thence South 00 degrees 04 minutes 37 seconds West on the east line of said Lot 1, a distance of 226.66 feet to the Southeast Corner of said Lot 1; thence North 89 degrees 43 minutes 51 seconds West on the south line of said Lot 1, a distance of 230.68 feet; thence North 27 degrees 37 minutes 04 seconds West, a distance of 177.77 feet; thence North 11 degrees 29 minutes 51 seconds East, a distance of 98.13 feet; thence North 32 degrees 48 minutes 34 seconds East, a distance of 151.68 feet to the north line of said Lot 1; thence South 89 degrees 55 minutes 23 seconds East, a distance of 211.85 feet to the point of beginning.

# "EXHIBIT C"

## EASEMENT



### LEGEND

- 3/4" IRON PIPE MONUMENT SET  
MARKED BY LIC. NO. 19789
- MONUMENT FOUND



©Bolton & Menk, Inc. 2022, All Rights Reserved

SKETCH OF CONSERVATION EASEMENT  
SPRING LAKE TOWNSHIP, SCOTT COUNTY, MINNESOTA



1960 PREMIER DRIVE  
MANKATO, MINNESOTA 56001  
(507) 625-4171

THAT PART OF LOT 1, BLOCK 2, VERGUS ESTATES SOUTH,  
SPRING LAKE TOWNSHIP, SCOTT COUNTY, MINNESOTA

FOR: JULIE MILNER



<b>Subject  </b>	Amazed Acres Development LLC. Development Agreement	
<b>Board Meeting Date  </b>	Tuesday, June 14, 2022	<b>Item No: 6.7</b>
<b>Prepared By  </b>	Allison Weyer, Permit Coordinator	
<b>Attachments  </b>	Amazed Acres LLC. Development Agreement	
<b>Proposed Action  </b>	A motion to approve the Amazed Acres LLC development agreement for execution by the District Administrator and recording in the Scott County Land Records Office.	

### **Background**

District Rule J requires the establishment of a vegetated buffer around wetlands and watercourses for the purpose of maintaining the long-term health and function of these resources. Rule J also requires the establishment of a permanent conservation easement over the buffers.

The conservation easement process includes acquiring a development agreement in conjunction with the conservation easements. A development agreement provides a way for the District to recover costs associated with the acquisition of the easements including title work, staff time, and engineering review, as well as ensures that the easement areas are properly established with native plants that filter stormwater.

### **Project Overview**

District staff is working with the property owner and Scott County to establish a wetland buffer area and to permanently protect the buffer with a conservation easement that will protect the buffers in perpetuity. The location of the project is shown on the attached map.

The attached development agreement is based on a template developed by the District Attorney. The development agreement is a legal document that will be recorded in the Scott County Land Records Office. Upon entering into the development agreement, staff will work with the property owner to establish a conservation easement for future board approval.

### **Action Requested**

District staff is requesting that the Board of Managers approve the Amazed Acres LLC development agreement for execution by the District Administrator and recording in the Scott County Land Records Office.

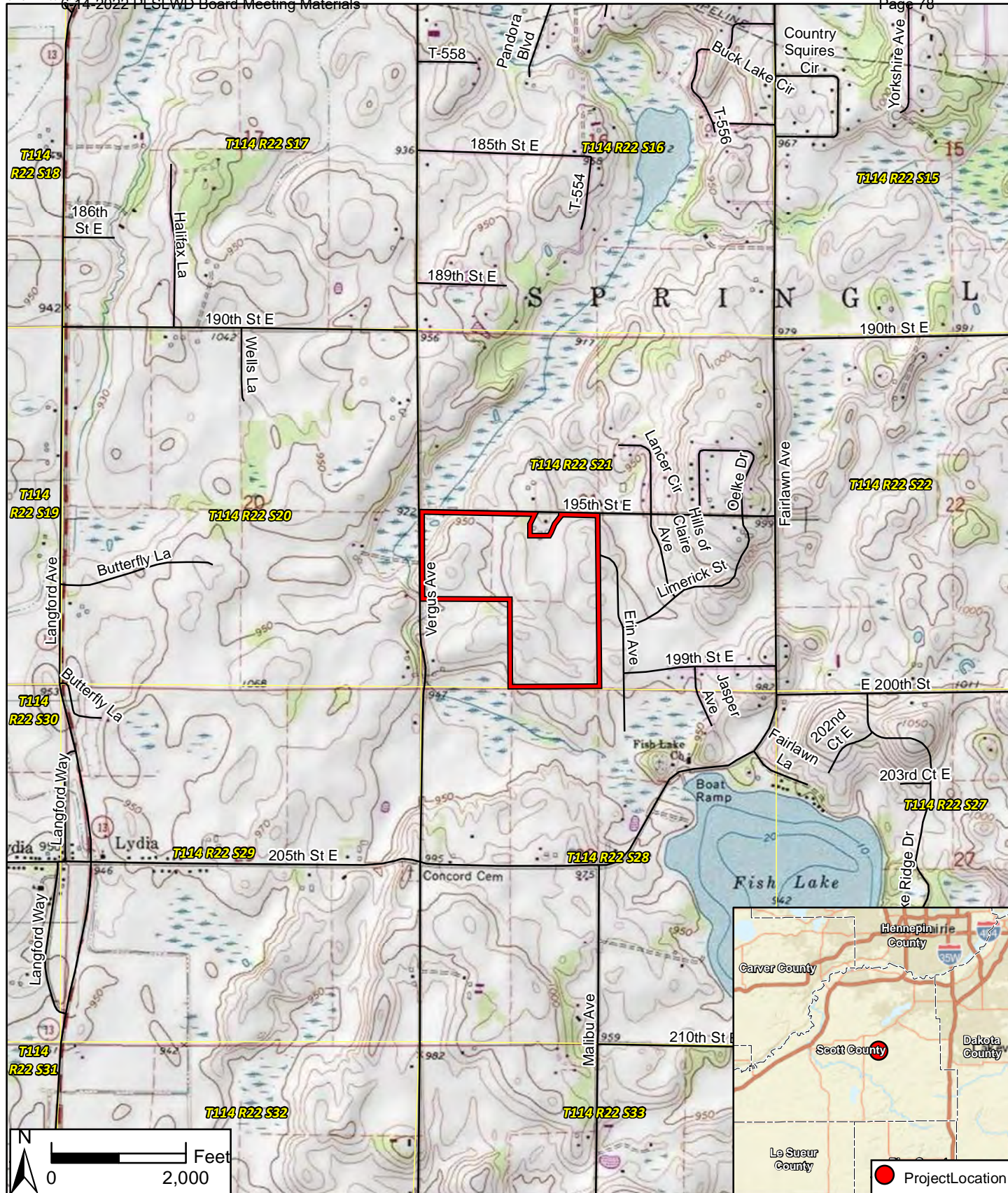


# Excerpt from Wetland Delineation Report to Depict Project Location

© 2022 Westwood Professional Services, Inc.

6/14/2022 PLSWD Board Meeting Materials

Page 78



Data Source(s): Westwood (2022); ESRI WMS USA Topo Basemap Imagery (Accessed 2019); Minnesota DNR - Minerals Division/Section of Wildlife (2015); Census Bureau (2018).

## Legend

- Delineation Area
- County Boundary
- City/Civil Township Boundary
- PLSS Section Boundary
- Roads

## Amazed Acres

Spring Lake Township  
Scott County, MN

Project Location &  
USGS Topography

EXHIBIT 1

**Westwood**

Toll Free (888) 937-5150 westwoodps.com  
Westwood Professional Services, Inc.

## DEVELOPMENT AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Amazed Acres Development LLC., a Minnesota Limited Liability Company, collectively the “Owner”), and the Prior Lake-Spring Lake Watershed District, a political subdivision of the State of Minnesota (“Watershed District” or “District”).

## RECITALS

A. Owner is the fee owner of and is proceeding to subdivide certain land located in Scott County, Minnesota, and legally described in Exhibit A (the “Property”).

B. As a condition of the approval for the subdivision of the Property, Scott County requires that the Declarant grant the Watershed District a conservation easement over a buffer strip around the perimeter of wetland within the Project that meets the requirements of the Watershed District’s Rules (“Rules”).

C. Declarant desires to establish a conservation easement (“Conservation Easement”) under Minnesota Statutes, Chapter 84C, to create a buffer strip around the perimeter of wetlands within the Project as required by the Rules.

## AGREEMENT

In consideration of the mutual covenants herein, the parties hereto agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by this reference.

2. SURVEY. Within 30 days after this agreement has been fully executed, the Owner shall supply the Watershed District with a satisfactory legal description and survey drawing of the proposed Conservation Easement area that meets the requirements of the Rules.

3. **EASEMENT DOCUMENT.** Within 30 days after of final approval of the subdivision of the Property, the Owner will properly execute and hand-deliver to the District a Conservation Easement that has been drafted by the District and meets the requirements of the Rules. The District will hold the Conservation Easement in escrow.

4. **OWNERS & ENCUMBRANCE REPORT.** The Watershed District will obtain an Owners & Encumbrance Report that includes easements for the Conservation Easement prior to its recording. If the affected area is subject to a mortgage or other encumbrance in conflict with the terms of the Conservation Easement, the Owner will work diligently to obtain a signed consent from interest holders, and to deliver the consent(s) document to the District as soon as possible. On receipt of the consent(s), the District will execute the Conservation Easement and file it for recording.

5. **BUFFER ESTABLISHMENT.** Owner shall, at its expense, establish native vegetation in the Conservation Easement in accordance with the requirements of District Rules as shown in Exhibit B, unless the District agrees in writing that the existing vegetation in the easement area is currently in a condition that meets these requirements.

6. **MONUMENTATION.** A monument shall be placed and maintained on the upland edge of the Conservation Easement boundary, at each parcel line where it crosses the Conservation Easement boundary, and at each point where the bearing of the Conservation Easement boundary line changes, aligning with the iron pipes placed by the surveyor for the Conservation Easement. A monument shall consist of a metal U-channel post and a buffer strip sign provided by the Watershed District, or as otherwise approved in writing by the Watershed District. The sign shall be securely mounted to a minimum height of 4 feet above grade. Removal, relocation, or damage to the monuments is prohibited. If a monument has been relocated or damaged, the Owner shall notify the District as soon as possible. If there is a subdivision after initial monumentation, monuments will be adjusted to maintain conformance with this paragraph.

7. **INDEMNITY.** Owner shall indemnify, defend and hold the District and its agents, employees, officers, and contractors, harmless from all claims made by itself and third parties for damage or loss sustained or costs incurred, in connection with or arising out of this Agreement. Costs incurred includes District staff costs, and consultant and attorney fees, incurred as a result of a claim.

8. **COSTS AND FEES.** Owner shall reimburse the District for all costs incurred in the preparation and review of the Conservation Easement, including but not limited to, District staff time, Owners & Encumbrances report, title policy cost, recording fees, and engineering & attorneys' fees. The Owner shall also reimburse the District for all costs related to the enforcement of this Agreement. Owner shall fully pay all invoices ("Invoices") submitted by the District for obligations incurred under this Agreement within 30 days after receipt. Amounts not so paid shall accrue interest at the rate of 8 percent per year or the maximum rate allowed by law, if less.



9. **DEFAULT.** If Owner defaults as to any obligation required by this Agreement, the District may, at its option and after not less than 7 days' notice to Owner, enter and perform the work, and Owner shall reimburse the District for all costs incurred thereby. In the event of an emergency as determined by the District, the requirement of 7 days advance notice of default shall be waived.

10. **DURATION.** This Agreement shall terminate on the date that the Watershed District provides formal written documentation that the Conservation Easement has been planted and fully established in accordance with Exhibit B, meets all Rule requirements, and that all reimbursable costs incurred by the District have been paid. At Owner's request, the District will execute a notice of termination that Owner may record on the title.

11. **ESCROW; SURVIVAL.** Notwithstanding the foregoing paragraph 10, as a prerequisite to termination, Owner will provide the District the sum of \$41,300 to secure the establishment of Conservation Area vegetation in accordance with Exhibit B, and the required installation of buffer signs. The District will hold the funds in escrow, may commingle the funds with other similar escrow funds, and with 7 days' notice may use the funds for the purpose of securing vegetation establishment and fence removal in accordance with Exhibit B. When establishment has been completed, the District will return remaining escrow funds to Owner, less the amount of any unpaid Invoices. The District is not obligated to hold the funds in an interest-bearing account, but if the funds have accrued interest, it will be included in the sum returned. The establishment requirement of paragraph 4 and the escrow requirement of this paragraph 10 will survive termination of the Agreement.

12. **BINDING EFFECT.** This Agreement shall run with the land and bind and inure to the benefit of the parties hereto and their respective heirs, successors and assign. However, Owner and each successor record owner of the Property shall be fully discharged and relieved of liability under this Agreement upon ceasing to own any interest in the Property and paying all amounts and performing all obligations hereunder to the time ownership terminates.

13. **RECORDING.** Owner shall provide the signed original copy of this agreement to the District for recording. Owner shall be responsible for payment of the recording fee(s) and if such fee(s) are advanced by the District, Owner shall reimburse the District for those fee(s).

14. **MISCELLANEOUS.**

(a) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

(b) The failure of the District to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision or any other provision by the District.

(c) All notices under this Agreement shall be deemed to be sent or delivered

when personally delivered to the recipient or when mailed by certified or registered mail, postage prepaid, addressed to Owner Amazed Acres Development LLC, 1125 Stagecoach Road, Shakopee, MN 55379, Attn: Mike Bassett, or other place of business, and to the Watershed District at 4646 Dakota Street SE, Prior Lake, Minnesota 55372, or at such other address as either party may hereafter designate in writing to the other.

(d) This Agreement shall be subject to and governed by Minnesota law.

IN WITNESS WHEREOF, the Owner has voluntarily executed this Development Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OWNER:

By: \_\_\_\_\_  
Mike Bassett

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Amazed Acres Development LLC., a Minnesota Limited Liability Company.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE**

The Prior Lake-Spring Lake Watershed District hereby accepts the foregoing Development Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PRIOR LAKE-SPRING LAKE WATERSHED  
DISTRICT

By: \_\_\_\_\_  
Joni Giese

Title: District Administrator

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Joni Giese, as the District Administrator of the Prior Lake-Spring Lake Watershed District, a political subdivision under Minnesota law.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

This instrument was drafted by:  
Prior Lake-Spring Lake Watershed District  
4646 Dakota Street SE  
Prior Lake, MN 55372

Return to:  
Prior Lake-Spring Lake Watershed District  
4646 Dakota Street SE  
Prior Lake, MN 55372

EXHIBIT A:

LEGAL DESCRIPTION OF PROPERTY:

Amazed Acres Development LLC

The North One-Half of the Southwest Quarter (N  $\frac{1}{2}$  of the SW  $\frac{1}{4}$ ) of Section 21, Township 114, Range 22, Scott County, Minnesota, except the plat of Muellers Farmstead Addition.

Outlot A, Muellers Farmstead Addition, Scott County, Minnesota.

The East 1346.35 feet of the South One-Half of the Southwest Quarter of Section 21, Township 114, Range 22, Scott County, Minnesota.

Abstract Property.

**EXHIBIT B:****Excerpt from Watershed District Rules****Rule J, Section 4 (c):**

All open areas within the buffer strip shall be seeded or planted in accordance with Paragraph 8 below. All seeding or planting shall be completed prior to removal of any erosion and sediment control measures. If construction is completed after the end of the growing season, erosion and sediment control measures shall be left in place and all disturbed areas shall be mulched for protection over the winter season.

**Rule J, Section 8:****8. VEGETATION:**

- (a) Where acceptable natural vegetation exists in buffer strip areas, the retention of such vegetation in an undisturbed state is required unless an applicant receives approval to replace such vegetation. A buffer strip has acceptable natural vegetation if it:
  - (i) Has a continuous, dense layer of perennial grasses that has been uncultivated or unbroken for at least 5 consecutive years; or
  - (ii) Has an overstory of trees and/or shrubs that has been uncultivated or unbroken for at least 5 consecutive years; or
  - (iii) Contains a mixture of the plant communities described in Subparagraphs 8(a)(i) and (ii).
- (b) Notwithstanding the performance standards set forth in Paragraph 8(a), the managers may determine existing buffer strip vegetation to be unacceptable if:
  - (i) It is composed of undesirable plant species including but not limited to common buckthorn, purple loosestrife, leafy spurge or noxious weeds; or
  - (ii) It has topography that tends to channelize the flow of runoff; or
  - (iii) For some other reason it is unlikely to retain nutrients and sediment.
- (c) Where buffer strips are not vegetated or have been cultivated or otherwise disturbed within 5 years of the permit application, such areas shall be replanted and maintained. The buffer strip plantings must be identified on the permit application. The buffer strip landscaping shall comply with the following standards:
  - (i) Buffer strips shall be planted with a seed mix approved by MnDOT, NRCS or SWCD, with the exception of a one-time planting with an annual nurse or cover crop such as oats or rye in addition to the native seed mix.
  - (ii) The seed mix shall be broadcast according to MnDOT, NRCS or SWCD specifications of the selected mix. The annual nurse or cover crop shall be applied at a minimum rate of 30 pounds per acre. The MnDOT or NRCS seed

mix selected for permanent cover shall be appropriate for soil site conditions and free of invasive species. MnDOT, NRCS or SWCD approved mixtures appropriate for specific soil and moisture conditions can be used to meet these requirements.

- (iii) Native shrubs may be substituted for native forbs. All substitutions must be approved by the District. Shrubs shall be distributed so as to provide a natural appearance and shall not be planted in rows.
  - (iv) Any groundcover or shrub plantings installed within the buffer strip are independent of any landscaping required elsewhere by the municipality or county.
  - (v) Grasses and forbs shall be seeded or planted by a qualified contractor. The method of application shall be approved by the District prior to planting or seeding.
  - (vi) No fertilizer shall be used in establishing new buffer strips, except on highly disturbed sites when necessary to establish acceptable buffer strip vegetation and then limited to amounts indicated by an accredited soil testing laboratory.
  - (vii) All seeded areas shall be mulched immediately with clean straw at a rate of 1.5 tons per acre. Mulch shall be anchored with a disk or tackifier.
  - (viii) Buffer strips (both natural and created) shall be protected by erosion and sediment control measures during construction in accordance with Rule E. The erosion and sediment control measures shall remain in place until the area crop is established.
- (d) Buffer strip vegetation shall be established and maintained in accordance with the requirements found in this Paragraph 8 based on an Establishment Plan submitted by the applicant and approved by the District prior to permit issuance and meeting the following requirements:
- (i) Establishment plans must extend for the period beginning at the time of planting and extending two full years from completion of initial planting and mulching operations.
  - (ii) Establishment plans must include an irrigation or watering plan for the period beginning at the time of planting and extending one full year from completion of initial planting and mulching operations.
  - (iii) Establishment plans must include replacement of any buffer strip vegetation that does not survive during the two year period extending from the completion of the initial planting and mulching operations. Establishment maintenance and watering of replaced buffer strip vegetation shall extend one full year from completion of replacement planting and mulching operations.
  - (iv) The owner shall be responsible for reseeding and/or replanting if the buffer strip vegetation does not survive at any time through human intervention or activities.
  - (v) Establishment plans must include a schedule for weeding throughout the duration of the plan.

- (vi) Establishment plans must be accompanied by an escrow account for the term of the establishment plan. At the end of the term of the establishment plan the balance of the account shall be returned to the permittee, less the amount required to complete the establishment of acceptable natural vegetation (if any).





# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

<b>Subject  </b>	Keyland Development LLC Development Agreement	
<b>Board Meeting Date  </b>	Tuesday, June 14, 2022	<b>Item No: 6.8</b>
<b>Prepared By  </b>	Allison Weyer, Permit Coordinator	
<b>Attachments  </b>	Keyland Development LLC Development Agreement	
<b>Proposed Action  </b>	A motion to approve the Keyland Development LLC Development Agreement for execution by the District Administrator and recording in the Scott County Land Records Office.	

## **Background**

District Rule J requires the establishment of a vegetated buffer around wetlands and watercourses for the purpose of maintaining the long-term health and function of these resources. Rule J also requires the establishment of a permanent conservation easement over the buffers.

The conservation easement process includes acquiring a development agreement in conjunction with the conservation easements. A development agreement provides a way for the District to recover costs associated with the acquisition of the easements including title work, staff time, and engineering review, as well as ensures that the easement areas are properly established with native plants that filter stormwater.

## **Project Overview**

District staff is working with the property owner and City of Savage to establish a wetland buffer area and to permanently protect with a conservation easement that will protect the buffers in perpetuity. The location of the project is shown on the attached map.

The attached development agreement is based on a template developed by the District Attorney. The development agreement is a legal document that will be recorded in the Scott County Land Records Office. Upon entering into the development agreement, staff will work with the property owner to establish a conservation easement for future board approval.

## **Action Requested**

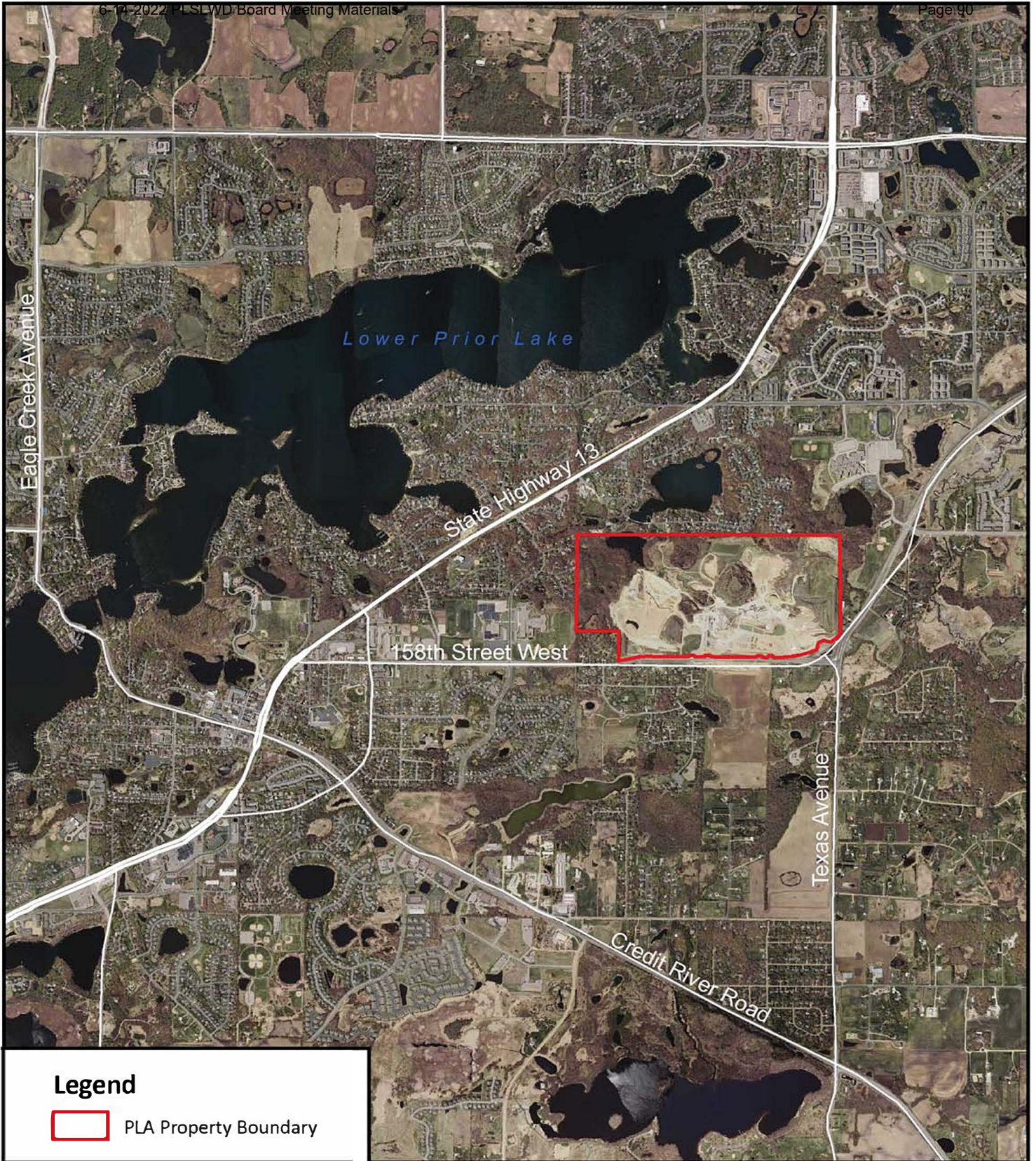
District staff is requesting that the Board of Managers approve the Keyland Development LLC development agreement for execution by the District Administrator and recording in the Scott County Land Records Office.



# Excerpt from Wetland Delineation Report to Depict Project Location

6-14-2022 PLSLWD Board Meeting Materials

Page 90



0 0.25 0.5 1 Miles

Aerial Photo Source: 2013 USDA NAIP Color Aerial Photograph

**Site Locator Map**  
**Prior Lake Aggregate, Inc.**  
**Wetland Delineation**



**Figure 1**



## DEVELOPMENT AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Keyland Development LLC., a Minnesota Limited Liability Company, (collectively the “Owner”), and the Prior Lake-Spring Lake Watershed District, a political subdivision of the State of Minnesota (“Watershed District” or “District”).

## RECITALS

A. Owner is the fee owner of and is proceeding to subdivide certain land located in Scott County, Minnesota, and legally described in Exhibit A (the “Property”).

B. As a condition of the approval for the subdivision of the Property, Scott County requires that the Declarant grant the Watershed District a conservation easement over a buffer strip around the perimeter of wetland within the Project that meets the requirements of the Watershed District’s Rules (“Rules”).

C. Declarant desires to establish a conservation easement (“Conservation Easement”) under Minnesota Statutes, Chapter 84C, to create a buffer strip around the perimeter of wetlands within the Project as required by the Rules.

## AGREEMENT

In consideration of the mutual covenants herein, the parties hereto agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by this reference.

2. SURVEY. Within 30 days after this agreement has been fully executed, the Owner shall supply the Watershed District with a satisfactory legal description and survey drawing of the proposed Conservation Easement area that meets the requirements of the Rules.

3. **EASEMENT DOCUMENT.** Within 30 days after of final approval of the subdivision of the Property, the Owner will properly execute and hand-deliver to the District a Conservation Easement that has been drafted by the District and meets the requirements of the Rules. The District will hold the Conservation Easement in escrow.

4. **OWNERS & ENCUMBRANCE REPORT.** The Watershed District will obtain an Owners & Encumbrance Report that includes easements for the Conservation Easement prior to its recording. If the affected area is subject to a mortgage or other encumbrance in conflict with the terms of the Conservation Easement, the Owner will work diligently to obtain a signed consent from interest holders, and to deliver the consent(s) document to the District as soon as possible. On receipt of the consent(s), the District will execute the Conservation Easement and file it for recording.

5. **BUFFER ESTABLISHMENT.** Owner shall, at its expense, establish native vegetation in the Conservation Easement in accordance with the requirements of District Rules as shown in Exhibit B, unless the District agrees in writing that the existing vegetation in the easement area is currently in a condition that meets these requirements.

6. **MONUMENTATION.** A monument shall be placed and maintained on the upland edge of the Conservation Easement boundary, at each parcel line where it crosses the Conservation Easement boundary, and at each point where the bearing of the Conservation Easement boundary line changes, aligning with the iron pipes placed by the surveyor for the Conservation Easement. A monument shall consist of a metal U-channel post and a buffer strip sign provided by the Watershed District, or as otherwise approved in writing by the Watershed District. The sign shall be securely mounted to a minimum height of 4 feet above grade. Removal, relocation, or damage to the monuments is prohibited. If a monument has been relocated or damaged, the Owner shall notify the District as soon as possible. If there is a subdivision after initial monumentation, monuments will be adjusted to maintain conformance with this paragraph.

7. **INDEMNITY.** Owner shall indemnify, defend and hold the District and its agents, employees, officers, and contractors, harmless from all claims made by itself and third parties for damage or loss sustained or costs incurred, in connection with or arising out of this Agreement. Costs incurred includes District staff costs, and consultant and attorney fees, incurred as a result of a claim.

8. **COSTS AND FEES.** Owner shall reimburse the District for all costs incurred in the preparation and review of the Conservation Easement, including but not limited to, District staff time, Owners & Encumbrances report, title policy cost, recording fees, and engineering & attorneys' fees. The Owner shall also reimburse the District for all costs related to the enforcement of this Agreement. Owner shall fully pay all invoices ("Invoices") submitted by the District for obligations incurred under this Agreement within 30 days after receipt. Amounts not so paid shall accrue interest at the rate of 8 percent per year or the maximum rate allowed by law, if less.

9. **DEFAULT.** If Owner defaults as to any obligation required by this Agreement, the District may, at its option and after not less than 7 days' notice to Owner, enter and perform the work, and Owner shall reimburse the District for all costs incurred thereby. In the event of an emergency as determined by the District, the requirement of 7 days advance notice of default shall be waived.

10. **DURATION.** This Agreement shall terminate on the date that the Watershed District provides formal written documentation that the Conservation Easement has been planted and fully established in accordance with Exhibit B, meets all Rule requirements, and that all reimbursable costs incurred by the District have been paid. At Owner's request, the District will execute a notice of termination that Owner may record on the title.

11. **ESCROW; SURVIVAL.** Notwithstanding the foregoing paragraph 10, as a prerequisite to termination, Owner will provide the District the sum of \$4,800 to secure the establishment of Conservation Area vegetation in accordance with Exhibit B, and the required installation of buffer signs. The District will hold the funds in escrow, may commingle the funds with other similar escrow funds, and with 7 days' notice may use the funds for the purpose of securing vegetation establishment and fence removal in accordance with Exhibit B. When establishment has been completed, the District will return remaining escrow funds to Owner, less the amount of any unpaid Invoices. The District is not obligated to hold the funds in an interest-bearing account, but if the funds have accrued interest, it will be included in the sum returned. The establishment requirement of paragraph 4 and the escrow requirement of this paragraph 10 will survive termination of the Agreement.

12. **BINDING EFFECT.** This Agreement shall run with the land and bind and inure to the benefit of the parties hereto and their respective heirs, successors and assign. However, Owner and each successor record owner of the Property shall be fully discharged and relieved of liability under this Agreement upon ceasing to own any interest in the Property and paying all amounts and performing all obligations hereunder to the time ownership terminates.

13. **RECORDING.** Owner shall provide the signed original copy of this agreement to the District for recording. Owner shall be responsible for payment of the recording fee(s) and if such fee(s) are advanced by the District, Owner shall reimburse the District for those fee(s).

14. **MISCELLANEOUS.**

(a) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

(b) The failure of the District to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision or any other provision by the District.

(c) All notices under this Agreement shall be deemed to be sent or delivered

when personally delivered to the recipient or when mailed by certified or registered mail, postage prepaid, addressed to Owner Keyland Development LLC., 17021 Fish Point Rd., Prior Lake, MN 55372, Attn: Rod Just or other place of business, and to the Watershed District at 4646 Dakota Street SE, Prior Lake, Minnesota 55372, or at such other address as either party may hereafter designate inwriting to the other.

(d) This Agreement shall be subject to and governed by Minnesota law.

IN WITNESS WHEREOF, the Owner has voluntarily executed this Development Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OWNER:

By: \_\_\_\_\_  
Rodney W. Just

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Rodney W. Just, the Broker of Keyland Development, LLC.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE**

The Prior Lake-Spring Lake Watershed District hereby accepts the foregoing Development Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PRIOR LAKE-SPRING LAKE WATERSHED  
DISTRICT

By: \_\_\_\_\_  
Joni Giese

Title: District Administrator

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Joni Giese, as the District Administrator of the Prior Lake-Spring Lake Watershed District, a political subdivision under Minnesota law.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

This instrument was drafted by:  
Prior Lake-Spring Lake Watershed District  
4646 Dakota Street SE  
Prior Lake, MN 55372

Return to:  
Prior Lake-Spring Lake Watershed District  
4646 Dakota Street SE  
Prior Lake, MN 55372



EXHIBIT A:

LEGAL DESCRIPTION OF PROPERTY:

Big Sky Estates Second Addition:

Wetland is located within Outlot A, Big Sky Estates Second Addition, according to the record plat thereof, on file at the County Recorder, Scott County, Minnesota.

Big Sky Estates Third Addition:

Lot 1, Block 4 Big Sky Estates Third Addition was Outlot B, Big Sky Estates Second Addition, according to the record plat thereof, on file at the County Recorder, Scott County, Minnesota.

## EXHIBIT B:

### Excerpt from Watershed District Rules

#### Rule J, Section 4 (c):

All open areas within the buffer strip shall be seeded or planted in accordance with Paragraph 8 below. All seeding or planting shall be completed prior to removal of any erosion and sediment control measures. If construction is completed after the end of the growing season, erosion and sediment control measures shall be left in place and all disturbed areas shall be mulched for protection over the winter season.

#### Rule J, Section 8:

##### 8. VEGETATION:

- (a) Where acceptable natural vegetation exists in buffer strip areas, the retention of such vegetation in an undisturbed state is required unless an applicant receives approval to replace such vegetation. A buffer strip has acceptable natural vegetation if it:
  - (i) Has a continuous, dense layer of perennial grasses that has been uncultivated or unbroken for at least 5 consecutive years; or
  - (ii) Has an overstory of trees and/or shrubs that has been uncultivated or unbroken for at least 5 consecutive years; or
  - (iii) Contains a mixture of the plant communities described in Subparagraphs 8(a)(i) and (ii).
- (b) Notwithstanding the performance standards set forth in Paragraph 8(a), the managers may determine existing buffer strip vegetation to be unacceptable if:
  - (i) It is composed of undesirable plant species including but not limited to common buckthorn, purple loosestrife, leafy spurge or noxious weeds; or
  - (ii) It has topography that tends to channelize the flow of runoff; or
  - (iii) For some other reason it is unlikely to retain nutrients and sediment.
- (c) Where buffer strips are not vegetated or have been cultivated or otherwise disturbed within 5 years of the permit application, such areas shall be replanted and maintained. The buffer strip plantings must be identified on the permit application. The buffer strip landscaping shall comply with the following standards:
  - (i) Buffer strips shall be planted with a seed mix approved by MnDOT, NRCS or SWCD, with the exception of a one-time planting with an annual nurse or cover crop such as oats or rye in addition to the native seed mix.
  - (ii) The seed mix shall be broadcast according to MnDOT, NRCS or SWCD specifications of the selected mix. The annual nurse or cover crop shall be applied at a minimum rate of 30 pounds per acre. The MnDOT or NRCS seed

mix selected for permanent cover shall be appropriate for soil site conditions and free of invasive species. MnDOT, NRCS or SWCD approved mixtures appropriate for specific soil and moisture conditions can be used to meet these requirements.

- (iii) Native shrubs may be substituted for native forbs. All substitutions must be approved by the District. Shrubs shall be distributed so as to provide a natural appearance and shall not be planted in rows.
  - (iv) Any groundcover or shrub plantings installed within the buffer strip are independent of any landscaping required elsewhere by the municipality or county.
  - (v) Grasses and forbs shall be seeded or planted by a qualified contractor. The method of application shall be approved by the District prior to planting or seeding.
  - (vi) No fertilizer shall be used in establishing new buffer strips, except on highly disturbed sites when necessary to establish acceptable buffer strip vegetation and then limited to amounts indicated by an accredited soil testing laboratory.
  - (vii) All seeded areas shall be mulched immediately with clean straw at a rate of 1.5 tons per acre. Mulch shall be anchored with a disk or tackifier.
  - (viii) Buffer strips (both natural and created) shall be protected by erosion and sediment control measures during construction in accordance with Rule E. The erosion and sediment control measures shall remain in place until the area crop is established.
- (d) Buffer strip vegetation shall be established and maintained in accordance with the requirements found in this Paragraph 8 based on an Establishment Plan submitted by the applicant and approved by the District prior to permit issuance and meeting the following requirements:
- (i) Establishment plans must extend for the period beginning at the time of planting and extending two full years from completion of initial planting and mulching operations.
  - (ii) Establishment plans must include an irrigation or watering plan for the period beginning at the time of planting and extending one full year from completion of initial planting and mulching operations.
  - (iii) Establishment plans must include replacement of any buffer strip vegetation that does not survive during the two year period extending from the completion of the initial planting and mulching operations. Establishment maintenance and watering of replaced buffer strip vegetation shall extend one full year from completion of replacement planting and mulching operations.
  - (iv) The owner shall be responsible for reseeding and/or replanting if the buffer strip vegetation does not survive at any time through human intervention or activities.
  - (v) Establishment plans must include a schedule for weeding throughout the duration of the plan.

- (vi) Establishment plans must be accompanied by an escrow account for the term of the establishment plan. At the end of the term of the establishment plan the balance of the account shall be returned to the permittee, less the amount required to complete the establishment of acceptable natural vegetation (if any).

**PLSLWD Board Staff Report**

June 9, 2022


**PRIOR LAKE  
SPRING LAKE  
WATERSHED DISTRICT**
**Subject |** Michael L. Cowan Development Agreement

**Board Meeting Date |** Tuesday, June 14, 2022

**Item No:** 6.9

**Prepared By |** Allison Weyer, Permit Coordinator

**Attachments |** Michael L. Cowan Development Agreement

**Proposed Action |** A motion to approve the Michael L. Cowan Development Agreement for execution by the District Administrator and recording in the Scott County Land Records Office.

## **Background**

District Rule J requires the establishment of a vegetated buffer around wetlands and watercourses for the purpose of maintaining the long-term health and function of these resources. Rule J also requires the establishment of a permanent conservation easement over the buffers.

The conservation easement process includes acquiring a development agreement in conjunction with the conservation easements. A development agreement provides a way for the District to recover costs associated with the acquisition of the easements including title work, staff time, and engineering review, as well as ensures that the easement areas are properly established with native plants that filter stormwater.

## **Project Overview**

District staff is working with the property owner and City of Savage to establish a wetland buffer area and to permanently protect with a conservation easement that will protect the buffers in perpetuity. The location of the project is shown on the attached map.

The attached development agreement is based on a template developed by the District Attorney. The development agreement is a legal document that will be recorded in the Scott County Land Records Office. Upon entering into the development agreement, staff will work with the property owner to establish a conservation easement for future board approval.

## **Action Requested**

District staff is requesting that the Board of Managers approve the Michael L. Cowan development agreement for execution by the District Administrator and recording in the Scott County Land Records Office.

## Excerpt from Wetland Delineation Report to Depict Project Location



Figure 1: Site Location Map

Soil Investigation & Design, Inc,  
2809 78th Ave. N  
Brooklyn Park, Mn 55444  
pbrandt@soilinvestigations.us  
651-260-3783

Client: Dr. Michael Cowan  
Address: 14666 Virginia Ave S, Savage, MN 55378

## DEVELOPMENT AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Michael L. Cowan, a single person, collectively the “Owner”), and the Prior Lake-Spring Lake Watershed District, a political subdivision of the State of Minnesota (“Watershed District” or “District”).

## RECITALS

A. Owner is the fee owner of and is proceeding to subdivide certain land located in Scott County, Minnesota, and legally described in Exhibit A (the “Property”).

B. As a condition of the approval for the subdivision of the Property, Scott County requires that the Declarant grant the Watershed District a conservation easement over a buffer strip around the perimeter of wetland within the Project that meets the requirements of the Watershed District’s Rules (“Rules”).

C. Declarant desires to establish a conservation easement (“Conservation Easement”) under Minnesota Statutes, Chapter 84C, to create a buffer strip around the perimeter of wetlands within the Project as required by the Rules.

## AGREEMENT

In consideration of the mutual covenants herein, the parties hereto agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by this reference.

2. SURVEY. Within 30 days after this agreement has been fully executed, the Owner shall supply the Watershed District with a satisfactory legal description and survey drawing of



the proposed Conservation Easement area that meets the requirements of the Rules.

3. **EASEMENT DOCUMENT.** Within 30 days after of final approval of the subdivision of the Property, the Owner will properly execute and hand-deliver to the District a Conservation Easement that has been drafted by the District and meets the requirements of the Rules. The District will hold the Conservation Easement in escrow.

4. **OWNERS & ENCUMBRANCE REPORT.** The Watershed District will obtain an Owners & Encumbrance Report that includes easements for the Conservation Easement prior to its recording. If the affected area is subject to a mortgage or other encumbrance in conflict with the terms of the Conservation Easement, the Owner will work diligently to obtain a signed consent from interest holders, and to deliver the consent(s) document to the District as soon as possible. On receipt of the consent(s), the District will execute the Conservation Easement and file it for recording.

5. **BUFFER ESTABLISHMENT.** Owner shall, at its expense, establish native vegetation in the Conservation Easement in accordance with the requirements of District Rules as shown in Exhibit B, unless the District agrees in writing that the existing vegetation in the easement area is currently in a condition that meets these requirements.

6. **MONUMENTATION.** A monument shall be placed and maintained on the upland edge of the Conservation Easement boundary, at each parcel line where it crosses the Conservation Easement boundary, and at each point where the bearing of the Conservation Easement boundary line changes, aligning with the iron pipes placed by the surveyor for the Conservation Easement. A monument shall consist of a metal U-channel post and a buffer strip sign provided by the Watershed District, or as otherwise approved in writing by the Watershed District. The sign shall be securely mounted to a minimum height of 4 feet above grade. Removal, relocation, or damage to the monuments is prohibited. If a monument has been relocated or damaged, the Owner shall notify the District as soon as possible. If there is a subdivision after initial monumentation, monuments will be adjusted to maintain conformance with this paragraph.

7. **INDEMNITY.** Owner shall indemnify, defend and hold the District and its agents, employees, officers, and contractors, harmless from all claims made by itself and third parties for damage or loss sustained or costs incurred, in connection with or arising out of this Agreement. Costs incurred includes District staff costs, and consultant and attorney fees, incurred as a result of a claim.

8. **COSTS AND FEES.** Owner shall reimburse the District for all costs incurred in the preparation and review of the Conservation Easement, including but not limited to, District staff time, Owners & Encumbrances report, title policy cost, recording fees, and engineering & attorneys' fees. The Owner shall also reimburse the District for all costs related to the enforcement of this Agreement. Owner shall fully pay all invoices ("Invoices") submitted by the District for obligations incurred under this Agreement within 30 days after receipt. Amounts not so paid shall accrue interest at the rate of 8 percent per year or the maximum rate allowed by law, if less.



9. **DEFAULT.** If Owner defaults as to any obligation required by this Agreement, the District may, at its option and after not less than 7 days' notice to Owner, enter and perform the work, and Owner shall reimburse the District for all costs incurred thereby. In the event of an emergency as determined by the District, the requirement of 7 days advance notice of default shall be waived.

10. **DURATION.** This Agreement shall terminate on the date that the Watershed District provides formal written documentation that the Conservation Easement has been planted and fully established in accordance with Exhibit B, meets all Rule requirements, and that all reimbursable costs incurred by the District have been paid. At Owner's request, the District will execute a notice of termination that Owner may record on the title.

11. **ESCROW; SURVIVAL.** Notwithstanding the foregoing paragraph 10, as a prerequisite to termination, Owner will provide the District the sum of \$650.00 to secure the establishment of Conservation Area vegetation in accordance with Exhibit B, and the required installation of buffer signs. The District will hold the funds in escrow, may commingle the funds with other similar escrow funds, and with 7 days' notice may use the funds for the purpose of securing vegetation establishment and fence removal in accordance with Exhibit B. When establishment has been completed, the District will return remaining escrow funds to Owner, less the amount of any unpaid Invoices. The District is not obligated to hold the funds in an interest-bearing account, but if the funds have accrued interest, it will be included in the sum returned. The establishment requirement of paragraph 4 and the escrow requirement of this paragraph 10 will survive termination of the Agreement.

12. **BINDING EFFECT.** This Agreement shall run with the land and bind and inure to the benefit of the parties hereto and their respective heirs, successors and assign. However, Owner and each successor record owner of the Property shall be fully discharged and relieved of liability under this Agreement upon ceasing to own any interest in the Property and paying all amounts and performing all obligations hereunder to the time ownership terminates.

13. **RECORDING.** Owner shall provide the signed original copy of this agreement to the District for recording. Owner shall be responsible for payment of the recording fee(s) and if such fee(s) are advanced by the District, Owner shall reimburse the District for those fee(s).

14. **MISCELLANEOUS.**

(a) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

(b) The failure of the District to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision or any other provision by the District.

(c) All notices under this Agreement shall be deemed to be sent or delivered

when personally delivered to the recipient or when mailed by certified or registered mail, postage prepaid, addressed to Owner Michael L. Cowan, 14666 Virginia Avenue S., Savage, MN 55378, or other place of business, and to the Watershed District at 4646 Dakota Street SE, Prior Lake, Minnesota 55372, or at such other address as either party may hereafter designate in writing to the other.

(d) This Agreement shall be subject to and governed by Minnesota law.

IN WITNESS WHEREOF, the Owner has voluntarily executed this Development Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OWNER:

By: \_\_\_\_\_  
Michael L. Cowan

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Michael L. Cowan, a single person.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE**

The Prior Lake-Spring Lake Watershed District hereby accepts the foregoing Development Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PRIOR LAKE-SPRING LAKE WATERSHED  
DISTRICT

By: \_\_\_\_\_  
Joni Giese

Title: District Administrator

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Joni Giese, as the District Administrator of the Prior Lake-Spring Lake Watershed District, a political subdivision under Minnesota law.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

This instrument was drafted by:  
Prior Lake-Spring Lake Watershed District  
4646 Dakota Street SE  
Prior Lake, MN 55372

Return to:  
Prior Lake-Spring Lake Watershed District  
4646 Dakota Street SE  
Prior Lake, MN 55372

EXHIBIT A:

LEGAL DESCRIPTION OF PROPERTY:

Lot 1, Block 1; and Outlot A, Eagleview

**EXHIBIT B:****Excerpt from Watershed District Rules****Rule J, Section 4 (c):**

All open areas within the buffer strip shall be seeded or planted in accordance with Paragraph 8 below. All seeding or planting shall be completed prior to removal of any erosion and sediment control measures. If construction is completed after the end of the growing season, erosion and sediment control measures shall be left in place and all disturbed areas shall be mulched for protection over the winter season.

**Rule J, Section 8:****8. VEGETATION:**

- (a) Where acceptable natural vegetation exists in buffer strip areas, the retention of such vegetation in an undisturbed state is required unless an applicant receives approval to replace such vegetation. A buffer strip has acceptable natural vegetation if it:
  - (i) Has a continuous, dense layer of perennial grasses that has been uncultivated or unbroken for at least 5 consecutive years; or
  - (ii) Has an overstory of trees and/or shrubs that has been uncultivated or unbroken for at least 5 consecutive years; or
  - (iii) Contains a mixture of the plant communities described in Subparagraphs 8(a)(i) and (ii).
- (b) Notwithstanding the performance standards set forth in Paragraph 8(a), the managers may determine existing buffer strip vegetation to be unacceptable if:
  - (i) It is composed of undesirable plant species including but not limited to common buckthorn, purple loosestrife, leafy spurge or noxious weeds; or
  - (ii) It has topography that tends to channelize the flow of runoff; or
  - (iii) For some other reason it is unlikely to retain nutrients and sediment.
- (c) Where buffer strips are not vegetated or have been cultivated or otherwise disturbed within 5 years of the permit application, such areas shall be replanted and maintained. The buffer strip plantings must be identified on the permit application. The buffer strip landscaping shall comply with the following standards:
  - (i) Buffer strips shall be planted with a seed mix approved by MnDOT, NRCS or SWCD, with the exception of a one-time planting with an annual nurse or cover crop such as oats or rye in addition to the native seed mix.
  - (ii) The seed mix shall be broadcast according to MnDOT, NRCS or SWCD specifications of the selected mix. The annual nurse or cover crop shall be applied at a minimum rate of 30 pounds per acre. The MnDOT or NRCS seed

mix selected for permanent cover shall be appropriate for soil site conditions and free of invasive species. MnDOT, NRCS or SWCD approved mixtures appropriate for specific soil and moisture conditions can be used to meet these requirements.

- (iii) Native shrubs may be substituted for native forbs. All substitutions must be approved by the District. Shrubs shall be distributed so as to provide a natural appearance and shall not be planted in rows.
  - (iv) Any groundcover or shrub plantings installed within the buffer strip are independent of any landscaping required elsewhere by the municipality or county.
  - (v) Grasses and forbs shall be seeded or planted by a qualified contractor. The method of application shall be approved by the District prior to planting or seeding.
  - (vi) No fertilizer shall be used in establishing new buffer strips, except on highly disturbed sites when necessary to establish acceptable buffer strip vegetation and then limited to amounts indicated by an accredited soil testing laboratory.
  - (vii) All seeded areas shall be mulched immediately with clean straw at a rate of 1.5 tons per acre. Mulch shall be anchored with a disk or tackifier.
  - (viii) Buffer strips (both natural and created) shall be protected by erosion and sediment control measures during construction in accordance with Rule E. The erosion and sediment control measures shall remain in place until the area crop is established.
- (d) Buffer strip vegetation shall be established and maintained in accordance with the requirements found in this Paragraph 8 based on an Establishment Plan submitted by the applicant and approved by the District prior to permit issuance and meeting the following requirements:
- (i) Establishment plans must extend for the period beginning at the time of planting and extending two full years from completion of initial planting and mulching operations.
  - (ii) Establishment plans must include an irrigation or watering plan for the period beginning at the time of planting and extending one full year from completion of initial planting and mulching operations.
  - (iii) Establishment plans must include replacement of any buffer strip vegetation that does not survive during the two year period extending from the completion of the initial planting and mulching operations. Establishment maintenance and watering of replaced buffer strip vegetation shall extend one full year from completion of replacement planting and mulching operations.
  - (iv) The owner shall be responsible for reseeding and/or replanting if the buffer strip vegetation does not survive at any time through human intervention or activities.
  - (v) Establishment plans must include a schedule for weeding throughout the duration of the plan.

- (vi) Establishment plans must be accompanied by an escrow account for the term of the establishment plan. At the end of the term of the establishment plan the balance of the account shall be returned to the permittee, less the amount required to complete the establishment of acceptable natural vegetation (if any).