



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## AGENDA

Tuesday, February 20, 2024

**6:00 PM**

Council Chambers  
Prior Lake City Hall

### BOARD OF MANAGERS:

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

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

### Board Workshop 4:00 PM – Council Chambers, Prior Lake City Hall

- |                |     |   |
|----------------|-----|---|
| 4:00 – 4:30 PM | W.1 | Water Resources Management Plan (WRMP) Proposed Plan Amendments (Emily Dick)  |
| 4:30 – 4:45 PM | W.2 | WRMP Amendment Process and BWSR Update (Anne Sawyer)  |
| 4:45 – 5:05 PM | W.3 | 2024 AIS Prevention Approach (Zach Nagel)   |
| 5:05 – 5:20 PM | W.4 | Ferric Chloride Interim Report (Emily Dick)   |
| 5:20 – 5:30 PM | W.5 | Manager Per Diem Guidance (Joni Giese)  |
| 5:30 – 5:45 PM | W.6 | Liaison Updates <ul style="list-style-type: none"> <li>○ District Partners in Attendance</li> <li>○ Managers' Summary of other Meetings Attended</li> </ul> |
| 5:45 – 5:55 PM | W.7 | Administrator Report (Joni Giese)   |

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

6:02 – 6:07 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.)

6:07 – 6:10 PM 3.0 **APPROVAL OF AGENDA** (Additions/Corrections/Deletions)

6:10 – 6:40 PM 4.0 **OTHER OLD/NEW BUSINESS**

- 4.1 Programs & Projects Update (Discussion)
- 4.2 Scott SWCD 2023 Summary of Accomplishments: Troy Kuphal (Discussion)
- 4.3 Scott SWCD 2024 Professional Services Agreement and Cost-share Docket (Vote)
- 4.4 2024 Education and Outreach Plan (Vote)
- 4.5 Spring West Outlet Replacement (Vote)

6:40 – 6:50 PM    5.0    **TREASURER’S REPORT**

5.1    Monthly Financial Reports (Discussion Only)

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

5.2    Quarterly Report of Investment Activities (Discussion Only)

6:50 – 6:55 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 – January 16, 2024, Board Workshop
- 6.2    Meeting Minutes – January 16, 2024, Board Meeting
- 6.3    Special Meeting Minutes – January 27, 2024, Board Retreat
- 6.4    Meeting Minutes – December 7, 2023, CAC Meeting
- 6.5    Claims List and Bank Purchase Card Expenditures Summary
- 6.6    Jeffers Pond 10<sup>th</sup> Addition Development Agreement
- 6.7    Buck Stream Stabilization: Phase 2 Work Order
- 6.8    Resolution 24-377: PLOC MOA Emergency Fund Interest Transfer
- 6.9    CAC 2024 Operating Guidelines
- 6.10    Upper Watershed Work Order
- 6.11    Three Rivers Park District Monitoring Agreement
- 6.12    Schumann 3<sup>rd</sup> Addition Development Agreement

6:55 – 7:00 PM    7.0    **UPCOMING MEETING/EVENT SCHEDULE:**

- Board of Managers Workshop, Tuesday, March 19, 2024, 4:00 pm (Prior Lake City Hall – Parkview Conference Room)
- Board of Managers Meeting, Tuesday, February 20, 2024, 6:00 pm (Prior Lake City Hall – Council Chambers)
- Farmer-led Council: Lake Friendly Farm Award Banquet, Wednesday, March 20, 2024, Noon (Prior Lake VFW)
- CAC Meeting, Thursday, March 28, 2024, 6:00 pm (Prior Lake City Hall – Wagon Bridge Conference Room)

7:00 PM    8.0    **ADJOURNMENT**

## FEBRUARY 2024 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Carp Management</b> <i>Rough Fish Management (Class 611)</i> <i>Project Lead: Jeff</i>	<ul style="list-style-type: none"> <li>Tracked radio-tagged carp in Spring and Upper Prior Lakes. Carp in Upper Prior Lake are showing signs of aggregation. Staff are looking into ways to safely conduct removal efforts. We are monitoring ice conditions which are currently not favorable. Commercial netters are so far not willing to conduct seining due to ice conditions.</li> </ul>	<ul style="list-style-type: none"> <li>Continue tracking carp when ice is safe.</li> <li>Conduct removal efforts as safe ice allows.</li> <li>Analyze PIT station data.</li> <li>Complete repairs on Freemont barrier in 2024.</li> </ul>
<b>Ferric Chloride System Operations</b> <i>Project Lead: Jeff and Emily</i>	<ul style="list-style-type: none"> <li>Reviewed draft system assessment reports. Prepared for 2024 chemical and dosing analysis.</li> </ul>	<ul style="list-style-type: none"> <li>Replace failed datalogger and sensors.</li> <li>Continue to review and finalize elements of the system assessment reports.</li> </ul>
<b>Farmer-Led Council</b> <i>Project Lead: Emily</i>	<ul style="list-style-type: none"> <li>Continued coordination with Scott SWCD.</li> <li>Planned March Lake Friendly Farm event.</li> <li>Discussed revitalized FLC strategy with SWCD.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to support and review FLC projects.</li> <li>Attend soil health event Feb 29<sup>th</sup>.</li> <li>Plan and hold March Lake Friendly Farm event.</li> </ul>
<b>Cost Share Incentives</b> <i>Project Lead: Emily</i>	<ul style="list-style-type: none"> <li>Met with SWCD and interested HOA to discuss potential shoreline restoration project.</li> <li>Provided suggested revisions to the 2024 Docket and participated in planning meeting.</li> </ul>	<ul style="list-style-type: none"> <li>Review cost share applications with Scott SWCD as needed.</li> <li>Present non-traditional cost share project types for Board approval as applicable.</li> </ul>
<b>Sutton Lake Outlet and Lake Management Plan</b> <i>Project Lead: Emily</i>	<b>Lake Management Plan</b> <ul style="list-style-type: none"> <li>Received 2023 drone data.</li> </ul>	<b>Lake Management Plan</b> <ul style="list-style-type: none"> <li>Organize plan for drawdown monitoring in 2024.</li> <li>Plan landowner communications in summer.</li> <li>Drone data analysis coordination.</li> </ul>

## FEBRUARY 2024 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Upper Watershed Projects</b>  <i>Project Lead: Emily</i>	<b>Buck Wetland Enhancements</b> <ul style="list-style-type: none"> <li>No action.</li> </ul> <b>Buck Stream Restoration</b> <ul style="list-style-type: none"> <li>Secured landowner willingness.</li> <li>Met with SWCD and EOR to discuss preliminary design concept, budget and funding.</li> <li>Prepared Scopes of work for SWCD and EOR.</li> </ul> <b>Spring Lake West IESF/Wetland</b> <ul style="list-style-type: none"> <li>Alternate BMP locations and projects identified. Site visit and follow up discussions held with landowner.</li> <li>Attempted to contact preferred IESF landowner</li> </ul> <b>Sutton Lake IESF</b> <ul style="list-style-type: none"> <li>No action.</li> </ul> <b>2023 WBIF Studies</b> <ul style="list-style-type: none"> <li>Finalized grant reporting, received approval from BWSR.</li> <li>Coordinated with Swamp IESF legal to progress an easement agreement.</li> </ul> <b>Potential Flood Storage Projects</b> <ul style="list-style-type: none"> <li>Received landowner contact information for outreach.</li> </ul>	<b>Buck Wetland Enhancements</b> <ul style="list-style-type: none"> <li>Create project tracking inventory to track long-term outreach plan.</li> <li>Seek Board opinion about continued project development.</li> </ul> <b>Buck Stream Restoration</b> <ul style="list-style-type: none"> <li>Continue with work as Board approved.</li> </ul> <b>Spring Lake West IESF/Wetland</b> <ul style="list-style-type: none"> <li>Implement Kreuger outlet pipe replacement as Board approved.</li> <li>Seek to progress feasible IESF or BMP to implementation.</li> </ul> <b>Sutton Lake IESF</b> <ul style="list-style-type: none"> <li>Has not been selected as immediate priority in 2024.</li> </ul> <b>2023 WBIF Studies</b> <ul style="list-style-type: none"> <li>Work with Board to identify priority projects from FLMP.</li> <li>Continue to progress Swamp IESF easement agreement.</li> </ul> <b>Potential Flood Storage Projects</b> <ul style="list-style-type: none"> <li>Schedule meeting with landowner on Project 6.</li> <li>Assess whether alternative projects should be considered if low landowner interest continues.</li> </ul>



## FEBRUARY 2024 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Website and Media</b> <i>Project Lead: Danielle</i>	<b>Social Media</b> <ul style="list-style-type: none"> <li>Continue updating Facebook and Instagram about projects &amp; news: Ice-on updates and trends, Capital Bonding Tour, Winter Lake Monitoring, Winter Carp Tracking, and Minnesota Lake Management Society Symposium</li> </ul> <b>Articles</b> <ul style="list-style-type: none"> <li>Submit SCENE article: year in review</li> </ul> <b>Website</b> <ul style="list-style-type: none"> <li>Continue website updates</li> </ul>	<b>Social Media</b> <ul style="list-style-type: none"> <li>Continue updating Facebook, and Instagram about projects &amp; news</li> </ul> <b>Articles</b> <ul style="list-style-type: none"> <li>Submit articles to Prior Lake Association and Spring Lake Association Newsletters</li> </ul> <b>Website</b> <ul style="list-style-type: none"> <li>Continue website updates</li> </ul>
<b>Citizen Advisory Committee</b> <i>Project Lead: Danielle</i>	<ul style="list-style-type: none"> <li>January CAC Meeting</li> <li>Implement shared Google Drive Folder of resources for CAC</li> <li>Implement Google Chat for CAC Discussion (test-run)</li> <li>Review CAC applications for eligibility</li> </ul>	<ul style="list-style-type: none"> <li>Plan for March CAC meeting.</li> <li>Review CAC applications</li> </ul>
<b>Education Program</b> <i>Project Lead: Danielle</i>	<ul style="list-style-type: none"> <li>2024 Education and Outreach Plan</li> <li>Attend SCWEP Planning Meeting</li> </ul>	<ul style="list-style-type: none"> <li>See Website and Media section.</li> <li>Begin planning for events in E+O Plan</li> <li>Plan/prepare outreach materials on projects as needed</li> <li>Spring Lake Township Annual Meeting Presentation</li> </ul>
<b>Monitoring Program</b> <i>Project Lead: Jeff</i>	<ul style="list-style-type: none"> <li>Conducted winter chloride and dissolved oxygen sampling on Spring, Upper, and Lower Prior Lakes.</li> <li>Conducted dissolved oxygen profile sampling on Pike and Cates Lakes and Jeffers Pond.</li> <li>Completed backlog of 2022 data entries.</li> <li>Analyzed historic District monitoring site location and specific site analysis records to make recommendations for future data needs. Worked on displaying information in GIS to help visualize patterns, requests, and locations where data needs have been met.</li> <li>Completed uploads of historic and 2023 stage and discharge data into WIKSI's BIBER program</li> <li>Began creating rating curves in SKED</li> <li>Shared annual lake level and water quality datasets with partners and agencies.</li> <li>Two staff attended hydrology training through MPCA</li> </ul>	<ul style="list-style-type: none"> <li>Continue to analyze and report on current and past data.</li> <li>Finalize mapping report on historic monitoring site locations and analysis.</li> <li>Continue creating internal protocol for using WISKI.</li> <li>Continue creating rating curves for stations in SKED</li> </ul>

## FEBRUARY 2024 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b>Aquatic Vegetation Management and Surveys</b> <i>Project Lead: Jeff</i>	<ul style="list-style-type: none"> <li>Discussed initial action plan for SLA to complete EWM and CLP treatments on Spring Lake in 2024. SLA received a DNR AIS Control Grant and will be working with PLSLWD to achieve necessary plant delineation work.</li> <li>Two staff attended Minnesota Lake Management Society Symposium focusing on lake health and aquatic plant management</li> </ul>	<ul style="list-style-type: none"> <li>BWS to report 2023 findings at March board meeting.</li> <li>Contract vegetation surveys and treatments.</li> </ul>
<b>AIS</b> <i>Project Lead: Jeff</i>	<ul style="list-style-type: none"> <li>Researched alternative AIS prevention methods and equipment.</li> <li>Coordinated with DNR on 2024 boat inspection coverage, abilities for PLSLWD to add decontamination equipment to boat launches, and schedule of ramp maintenance.</li> <li>Worked with Waterfront Restoration to determine cost estimates and availabilities for boat inspections.</li> </ul>	<ul style="list-style-type: none"> <li>Contract for 2024 boat inspections.</li> <li>Coordinate with DNR on boat inspection coverage on our lakes.</li> </ul>
<b>Rules Revisions</b> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>Continued correspondence with Scott County to advance equivalency MOA.</li> <li>Discussed approach with City of Savage for interim equivalency agreement.</li> </ul>	<ul style="list-style-type: none"> <li>Finalize City of Prior Lake equivalency MOA.</li> <li>Finalize City of Savage interim equivalency agreement.</li> <li>Continue working with Scott County to finalize equivalency MOA and monitor Scott County rule updates required for equivalency.</li> </ul>
<b>BMPs &amp; Easements</b> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>Prepared development agreements for two parcels.</li> </ul>	<ul style="list-style-type: none"> <li>Resume installation of missing conservation easement signs as ground thaws</li> <li>Wrap up work on outstanding issues associated with:               <ul style="list-style-type: none"> <li>Development Agreement and Conservation Easement establishment process and document templates.</li> <li>Process for amending conservation easements.</li> <li>Approach for easement encroachments.</li> </ul> </li> <li>Work to resolve outstanding easement violations.</li> </ul>
<b>Permitting</b> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>Coordinated with City of Prior Lake on Panama/ TH 13 Stormwater Credit project (60% review) and Fish Lake Road Phase 3 project.</li> </ul>	<ul style="list-style-type: none"> <li>Continue to close out old permits.</li> <li>Review and provide comments to City of Prior Lake on Panama/ TH 13 Stormwater Credit project (90% review)</li> </ul>

## FEBRUARY 2024 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<b><i>Planning Activities</i></b> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>Meeting with MPCA regarding Lower Minnesota River Watershed Surface Monitoring Request Guidance. Held follow-up meetings with MPCA discussing areas of importance and impaired waters.</li> <li>Participated in quarterly SCALE Water Committee meeting (meeting served as first WBIF convening).</li> </ul>	<ul style="list-style-type: none"> <li>Review and provide comments on draft 1W1P report during 60-day review period.</li> <li>Complete MPCA Surface Water Monitoring Requests.</li> <li>Complete application for SWAG grant.</li> </ul>
<b>Outlet Channel Projects and Administration</b> <i>Project Lead: Emily/Jeff</i>	<ul style="list-style-type: none"> <li>Conducted follow up for the presentation of pipe lining project at Senate Bonding Tour.</li> <li>Assessed alternate funding mechanisms for pipe lining project.</li> <li>Submitted annual operations report to DNR and Cooperators.</li> <li>Coordinated with EOR regarding outlet flow scenarios and creation of outlet operating guidelines. Reviewed flow analysis memo.</li> <li>Held discussion with easement owner on vegetations concerns.</li> </ul>	<ul style="list-style-type: none"> <li>Pipe lining construction expected to occur in winter 2024/2025 if capital funding awarded.</li> <li>Keep watch on beaver dams and remove as necessary.</li> <li>Remove larger fallen trees/jams identified as potential concerns for flow diversion and bank erosion.</li> <li>Work with EOR to model outlet flow scenarios to inform creation of outlet operating guidelines.</li> </ul>
<b><i>General Administration</i></b> <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> <li>Performed staff performance evaluations.</li> <li>Continued to review files for archiving.</li> <li>Provided another round of feedback to consultant regarding District Website Redesign.</li> </ul>	<ul style="list-style-type: none"> <li>Update remainder of personnel policy in 2024.</li> <li>Address outstanding encroachment issue related to a District owned parcel.</li> </ul>

**Subject |** Scott SWCD 2023 Activity Presentation**Board Meeting Date |** February 20, 2024**Item No |** 4.2**Prepared By |** Joni Giese, District Administrator**Attachments |** Scott SWCD Annual Summary of Accomplishments 2023**Action |** None – Presentation and Discussion Only**Background**

The SWCD performs a wide variety of conservation services in PLSLWD to support implementation of its Water Resources Management Plan. Primary services include cost-share program implementation, farmer-led council support, education programming, water quality and flow monitoring, landowner liaison assistance, and regulatory program assistance.

**Discussion**

Troy Kuphal, Scott SWCD District Director, will be summarizing work performed and accomplishments achieved by Scott SWCD within PLSLWD in 2023, primarily focusing on SWCD's services related to phosphorus reduction and stormwater management activities.



# ANNUAL SUMMARY REPORT OF ACCOMPLISHMENTS 2023

## NUMBERS AT A GLANCE

Measure	2021	2022	2023
New requests for conservation assistance	53	60	54
Unique landowners assisted	74	85	71
Cost share projects approved	20	20	24
Cost share projects completed	21	21	23
Phosphorus reduced (pounds/year)	408	239	645
Sediment reduced (tons/year)	298	173	561
Cover crops seeded (acres)	578	469	402
Lake-Friendly Farms certified (acres)	147	0	88
High crop residue practices used (acres)	2	168	570
Stream flow measurements	19	18	17
Water quality samples	44	0	0
Educational workshops	4	4	5
Permits processed (incl. referrals)	0	0	36
Permit inspections completed	0	0	62
New conversation easements recorded	0	0	2
Easement compliance letters sent	0	0	124

## Introduction

The SWCD performs a wide variety of conservation services in the PLSLWD to support implementation of its Water Resources Management Plan. In prior years they included technical assistance and cost share programming (TACS), Farmer Led Council support, education programming, and flow monitoring. In 2023 the SWCD began providing additional services including regulatory program support for permits and easements and Upper Watershed Blueprint implementation support, including landowner engagement and project feasibility.

These services are supported by the District through the annual service agreement that includes a detailed scope of work and budget. Individual line-item costs may vary due to unpredicted needs or circumstances through the course of the year; however, the budget is capped with an overall not-to-exceed amount. For 2023 the cap was \$170,000 initially but was amended to \$179,975 to accommodate additional workload in the cost share and regulatory program areas.

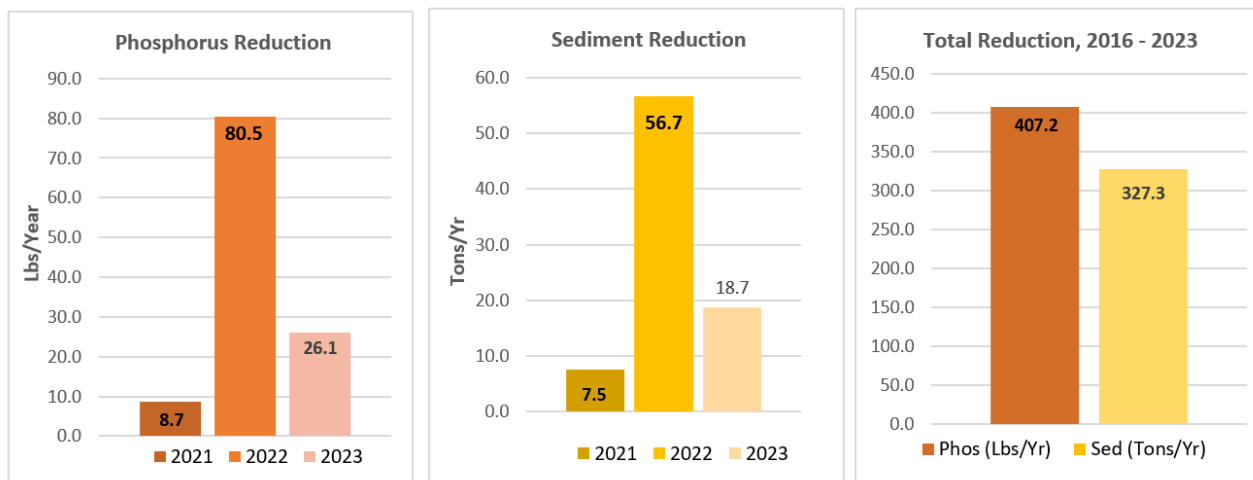
The SWCD provides quarterly reports throughout the year which provide a detailed accounting of the activities and services completed within the previous quarter. This annual report summarizes those accomplishments for priority metrics, including Phosphorus and sediment reductions for water quality.

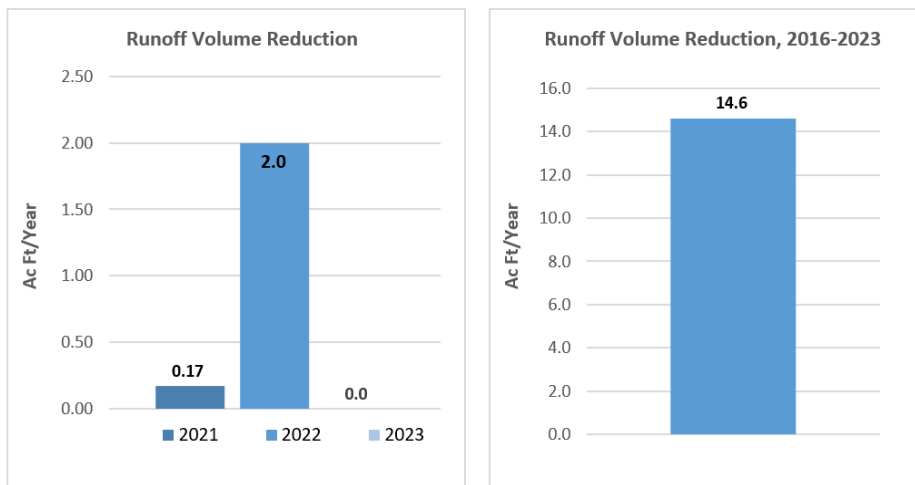
### I. Cost Share Program

The SWCD implements a countywide Technical Assistance and Cost Share (TACS) program designed to increase adoption of conservation practices by removing barriers to conservation, including lack of awareness, knowledge and/or ability, and economic constraints.

In the PLSLWD, program efforts are targeted primarily towards reducing phosphorus, sediment, and flooding (i.e. runoff volumes) consistent with the District's watershed management and other adopted plans. We may also work with landowners who seek our assistance based on their own resource issues or concerns, which may not always align with District priorities. A balance of targeted and responsive approaches is used to ensure positive, trusting relationships are fostered in the watershed community. Reaching water quality goals requires private landowners in the watershed to change day-to-day practices. Without trusting relationships, water quality messages are less likely to be accepted, and landowners will be more hesitant to invest time or capital into pro-water quality practices and behaviors.

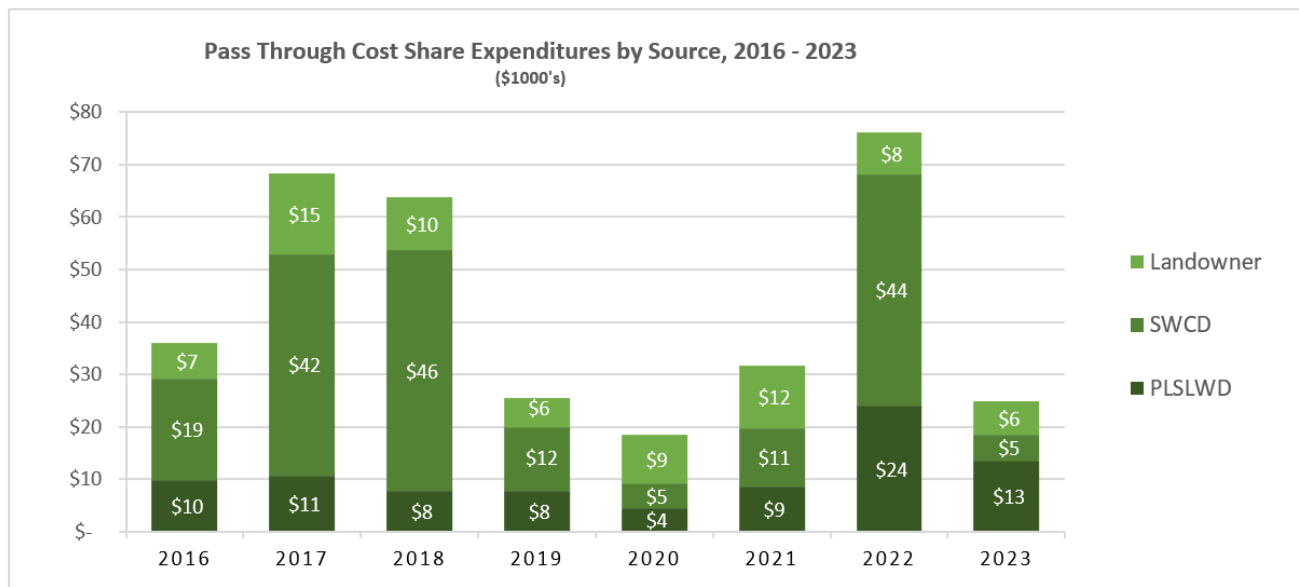
The following graphs show annual phosphorus, sediment, and runoff volume reductions achieved through the TACS program since 2021 and total reductions since 2016. It's worth noting that annual variability in pollution reduction amounts is common for the TACS program because they depend on the type and number of projects that were completed, which in turn relies exclusively on the voluntary participation of cooperating landowners.





### Pass Through Cost Share Expenditures

Total cost share project costs in 2023 were \$24,871 of which the District contributed \$13,488, or 54%. Contributions by the SWCD (\$4,939 or 20%) and landowners themselves (\$6,444 or 26%) made up the remaining share. Since 2016, the total cost of all installed projects was \$344,808 of which the District has contributed 25%, the SWCD 54%, and landowners 21%. Figures shown are based on the year payments were made, which may vary from the year a project was completed since payments can be made the following year if the project was installed late in the season.



### Results by practice

The following two tables list most practices that have been installed in the District through its cost share program in the past three (3) years and the total since 2016 or 8 years. The first table includes practices that do not have measurable phosphorus reduction benefits but support groundwater protection, precipitation infiltration, and other environmental benefit and are still eligible for funding under the approved cost share policy (docket). The second table lists practices that do have measurable phosphorus reduction benefits, along with the comparative unit cost benefit of each practice. Figures shown are based on the year practices were installed and certified.

## Practices without measurable pollution reduction

Practice Name	Units	Quantity Installed			
		2021	2022	2023	2016-2022
Nutrient management	Acres	34.4	0.0	0.0	118.7
Well Decommission	Each	2	2	3	29
Natural Landscaping*	Sq Ft	8,135	37,244	720	46,099
Raingardens	Each	0	0	0	18

\*Natural Landscaping consists of a group of practice types that engage shoreline and other residential landowners to adopt water and "lake-friendly" landscaping. Examples include small native prairie plantings, pollinator habitat, and natural shoreline restoration.

## Practices with measurable Phosphorus benefits

Practice Name	Units	Qty Installed			Cost Benefit			
		2021	2022	2023	2016-2022	Lbs P/Yr	District \$	\$/Lb P*
Conservation Cover	Acres	0.0	4.3	0.0	23.9	52.3	\$ 8,114.0	\$ 15.51
Cover Crop**	Acres	0.0	147.8	0.0	191.5	80.6	\$ 10,432.0	\$ 43.14
Filter Strip	Acres	0.6	0.0	0.0	5.7	78.8	\$ 5,209.0	\$ 6.61
Grassed Waterway	Lin Ft	0.0	0.0	0.0	2560.0	130.7	\$ 6,767.0	\$ 5.18
Lined Waterway	Lin Ft	0.0	145.0	20.0	235.0	15.4	\$ 15,247.0	\$ 99.07
Shoreline Protection	Lin Ft	200.0	0.0	0.0	875.0	14.3	\$ 9,529.0	\$ 66.64
<b>Total Reduction</b>					<b>372.1</b>	<b>\$ 55,298.0</b>		

\* Cost to District over the effective life of the practice (typically 10 years but ranges from 3 to 10 years). Does not include cost for technical assistance.

\*\* Includes cover crop projects funded through the District's regular cost share (TACS) program. Projects funded solely through the FLC are captured in the FLC section of this report.

## II. Farmer Led Council

The SWCD has provided support and technical assistance to the Farmer Led Council (FLC) since 2013. The FLC continuously explores ways to promote and support the agricultural community's role in protecting and improving water quality in the District. Its primary incentive programs include Cover Crops, Lake-Friendly Farm (LFF) Certification, and High Residue Management.

The goal of the cover crop program is to expand the use of regenerative cropping practices on the 5,745 acres of cropland in the District. This is a top priority because cover crops are one of few conservation practices that provide significant and quantifiable water quality benefits while being compatible with production agriculture. Benefits include preventing loss of nutrients and sediment and improving the soil's ability to absorb and infiltrate precipitation thus reduce runoff volumes and downstream flooding. In 2023, 402 acres of cover crops were seeded resulting in an estimated one-year Phosphorus reduction of approximately 332 pounds. Since 2018, a total of 3,054 acres of cover crops have been planted resulting in estimated total Phosphorus reductions of 1,677 pounds, or an average of 280 pounds per year.

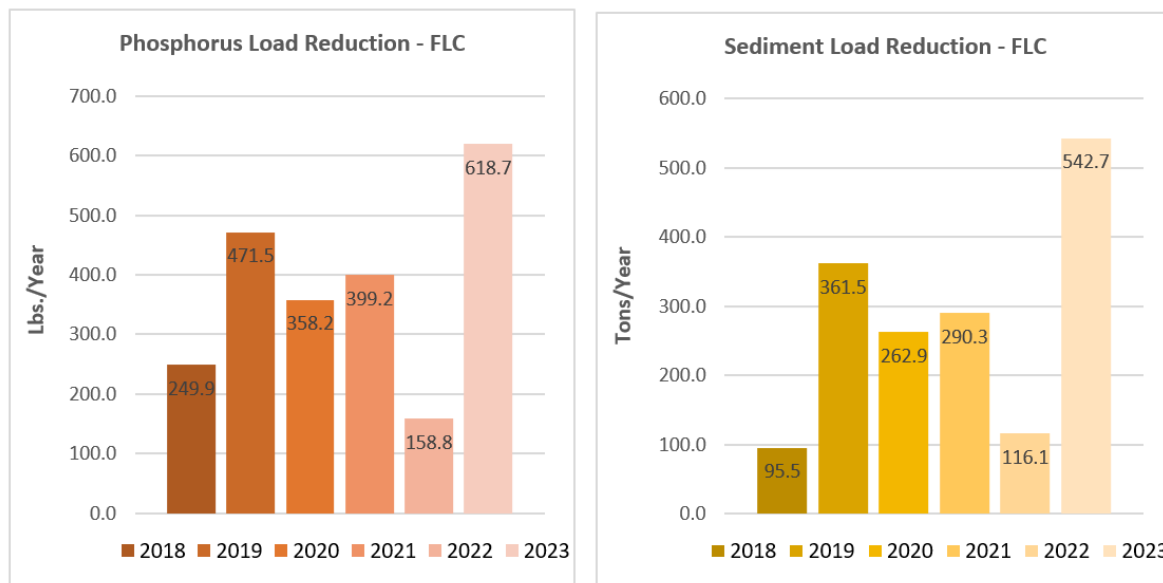
The goal of the LFF Certification program is to demonstrate to the watershed community how farmers are doing their part to protect and improve water quality. Through the certification process, the PLSLWD is able to track and verify the pro-water quality actions farmers have committed to implementing, as well as to document the environmental benefits being achieved. In 2023, there were 3 farms certified totaling 87.8 acres with a combined Phosphorus reduction of 84.5 pounds. Since 2019 a total of 872 acres have been certified "Lake Friendly", representing 15.2% of all cropland within the District. The estimated total Phosphorus reduction benefit from the LFF program so far is 359.4 pounds per year.

More recently, the FLC has added focus on promoting cropland tillage practices that allow residue from the previous year's crop to remain on the ground surface year round, especially through spring when the risk of erosion is greatest. These methods are collectively referred to as high residue management (HRM) but include no-till, strip till, and mulch-till methods. Similar to cover crops, HRM is a conservation practice that provides



quantifiable water quality benefits while being compatible with production agriculture. In 2023, the FLC provided incentives that resulted in the application of 525 acres of HRM, yielding a total Phosphorus reduction of over 200 pounds. Since 2022, over 690 acres of HRM have been applied using FLC incentives, yielding an estimated Phosphorus reduction of 220 pounds, or an average of 110 pounds per year.

The graphs below illustrate total estimated annual Phosphorus and sediment load reductions from 2018 through 2022 for Cover Crops, LFF Certification, and HRM incentive programs.



\*Reductions in 2019 are based on field-level calculations. Reductions in 2018, 2020 and 2022 are based on a per-acre average derived from analyses conducted by SWCD across 2,400 acres of cover crops installed throughout Scott County. Reductions in 2023 are based on a District-wide average that accounts for field-specific variables including cropping practices, slope, and proximity to water.

The following table shows the cost benefit for Phosphorus reductions achieved by the same three programs.

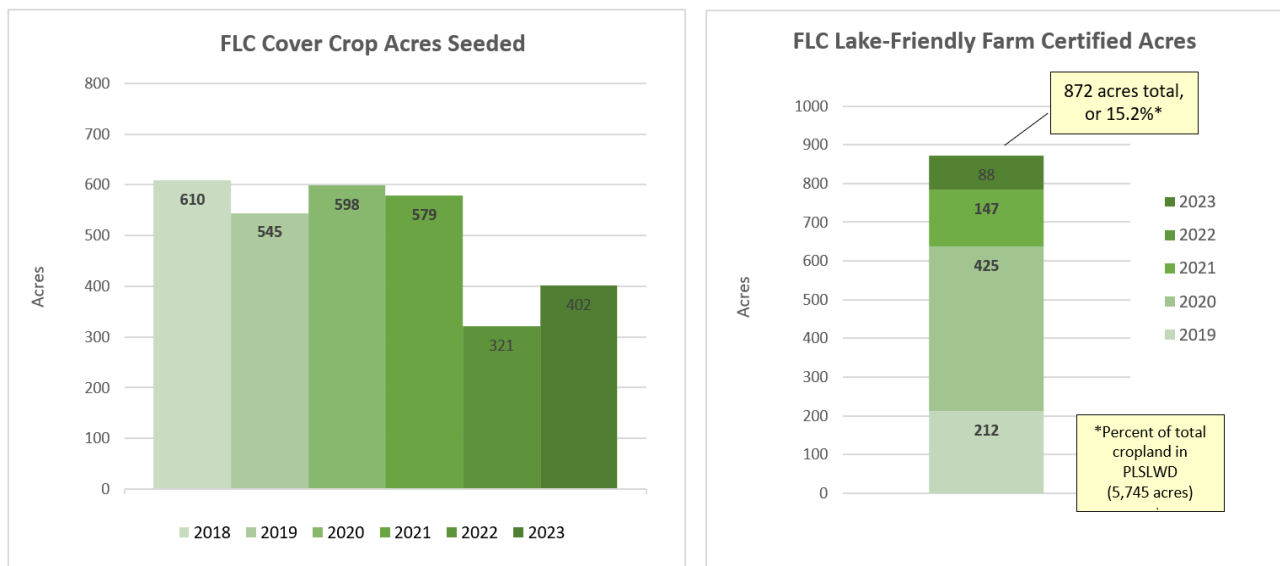
Practice Name	Units	Installed 2019-2023	Phos Cost Benefit (2019-2023)		
			Lbs P/Yr	District \$	\$/Lb P <sup>†</sup>
Cover Crop*	Acres	2,444	1427.0	\$ 85,517	\$ 59.93
High Residue Mgmt (HRM)	Acres	693	220.1	\$ 14,837	\$ 67.41
LFF Certification**	Acres	872	359.4	\$ 4,097	\$ 1.14
<b>Total Reduction</b>			<b>2006.5</b>	<b>\$ 104,451</b>	

\*Phosphorus reductions in 2019 are based on field-level calculations. Reductions in 2020 through 2022 are based on an average per acres derived from benefit analyses conducted by the SWCD across 2,400 acres enrolled in cover crop programs throughout Scott County in prior years. Reductions for 2023 are also based on averages but are refined to account for local variables including cropping practices, slope, and proximity to water.

\*\* P reductions are based on changes required by the producer to become certified. Costs reflect the incentives provided through the FLC to complete the planning process and commit to implementing changes. Out-of-pocket costs for practices required for certification are typically covered by the farmer.

† Based on incentives; does not include technical assistance.

The following graphs summarize implementation progress that has been made over the past five years for the Cover Crop and Lake-Friendly Farm programs. As shown, 15.2% of all cropland in the District is verified to be meeting the rigorous standards required to be certified “Lake-Friendly”, including but not limited to buffers, soil erosion, and nutrient management.



### III. Educational Workshops

SWCD staff designed and hosted three educational workshops, on topics including soil health, raingardens, and shoreline stabilization. The SWCD also assisted with a Shallow Lakes Seminar which, although sponsored by the Scott WMO, was open to all county residents.

#### Let's Talk about Soil Health (March 7)

- Local producers spoke in roundtable discussion on their sustainable agriculture and soil-saving no-till and cover crop operations. This event was open to all Scott County producers.
- 12 total attended; 4 from PLSLWD

#### How to Build a Raingarden (April 12)

- SWCD specialists provided information on raingarden benefits, site preparation, maintenance, and cost share opportunities. Personalized information packets were distributed to RSVPs. This was an in-person event with invitation open to all county residents.
- 16 total attended; 6 from PLSLWD

#### Stabilize your Shoreline (June 14)

- SWCD specialists provided information on shoreline restoration and buffer planting benefits, site preparation, maintenance, and cost share opportunities. Personalized information packets were distributed to RSVPs. This was an in-person event with invitation open to all county residents.
- 15 total attended; 2 from PLSLWD

#### Shallow Lakes Seminar (October 11)

- Esteemed speakers Joe Bischoff and Steve McComas spoke on shallow lake ecology and shallow lake management strategies. The event was open to attendees countywide.
- 44 total attended; 13 from PLSLWD

#### IV. Budget Summary

Following is a summary of the budget as provided in the 2023 SWCD Services Agreement, along with SWCD and landowner contributions towards the cost share program.

Task	Budget				Other Contributions	
	Original	Amended	Invoiced	+/-	SWCD*	Landowners
I - Cost Share Program	\$ 58,000	\$ 56,075	\$ 61,988	\$ (5,913)	\$ 56,331	\$ 6,444
II - Farmer Led Council	\$ 51,000	\$ 44,500	\$ 46,701	\$ (2,201)	\$ -	\$ -
III - Monitoring	\$ 3,500	\$ 1,600	\$ 1,575	\$ 25	\$ -	\$ -
IV - Regulatory	\$ 49,000	\$ 63,900	\$ 56,132	\$ 7,768	\$ -	\$ -
V - Education	\$ 4,500	\$ 7,100	\$ 7,099	\$ 1	\$ -	\$ -
VI - Upper Watershed	\$ 4,000	\$ 4,000	\$ 3,940	\$ 60	\$ -	\$ -
Misc Lake Mgmt	\$ -	\$ 2,800	\$ 2,415	\$ 385	\$ -	\$ -
<b>Total</b>	<b>\$ 170,000</b>	<b>\$ 179,975</b>	<b>\$ 179,850</b>	<b>\$ 125</b>	<b>\$ 56,331</b>	<b>\$ 6,444</b>

\*Includes \$4,926 for project cost share and \$51,405 for BMP outreach and technical assistance.



<b>Subject  </b>	Scott SWCD 2024 Professional Services Agreement and Cost-share Docket	
<b>Board Meeting Date  </b>	February 20, 2024	<b>Item No: 4.3</b>
<b>Prepared By  </b>	Emily Dick	
<b>Attachments  </b>	Scott SWCD 2024 Professional Services Agreement with Exhibit A (2024 Scope of Work and Budget) and Exhibit B (2024 Conservation Practice Financial Assistance Program Policy Manual)	
<b>Proposed Action  </b>	Motion to approve the Scott SWCD 2024 Professional Services Agreement.	

### **Background**

Historically, the SWCD performs a wide variety of conservation services in PLSLWD to support implementation of its Water Resources Management Plan. Primary services include cost-share program implementation (landowner engagement, technical assistance, project design and engineering, financial assistance), farmer led council support, education programming, and water quality and flow monitoring. In 2023, support grew to assistance in permitting and easement regulation. In 2024, it is anticipated that Scott SWCD will continue to provide these services to advance the Water Resources Management Plan.

### **Discussion**

The 2024 Professional Services Agreement, similar to years past, contains two exhibits which dictate the scope of work and budget for all tasks, as well as the terms of the cost share program. The budget reflects increases from 2023 to reflect the anticipated work:

- \$2,000 increase in 652- Education & Outreach to account for MS4 requirements which will now be satisfied through SWCD's management of the Scott Clean Water Education Program
- \$10,000 increase in 611- Cost share
- \$3,000 decrease in 611- Farmer Led Council
- \$4,000 increase for additional FeCl and Upper Watershed Monitoring capacity
- \$17,500 increase for 648-Permitting for Easement compliance, sign installation and inspection
- \$26,000 increase for 626- Upper Watershed work including Buck Stream Stabilization and others
- \$1,400 decrease for Fish Lake soil study (completed)
- \$2,800 increase for Sutton Lake drone survey

Task	PLSLWD Budget Category	Description	Amount	
I	611 – Cost Share	TACS services	\$40,000	\$68,000
		TACS cost share (pass-through)	\$21,000	
		TACS management	\$7,000	
II	611 – Farmer-Led Council	FLC services	\$20,000	\$48,000
		FLC cost share (pass-through)	\$28,000	
III	637 – DMP Monitoring	General coordination and data management	\$3,000	\$7,500
		Flow monitoring		
	839 – PLOC Monitoring	Flow monitoring	\$500	
	611 – FeCL Monitoring	Flow monitoring	\$2,000	
	637 – Upper W’shd Monitoring	Water quality monitoring*	\$2,000	
IV	648 – Permitting	Permit administration and inspections	\$25,000	\$66,500
		Easement origination and compliance	\$22,000	
		Easement inspections*	\$5,500	
		Easement sign installation	\$9,000	
		Administration and coordination	\$5,000	
V	652 – Education & Outreach	SCWEP and other District education services	\$6,500	\$6,500
VI	626 – Upper Watershed	Landowner liaison services	\$15,000	\$30,000
		Buck stream stabilization/restoration project TA*	\$15,000	
VII	626 - Sutton Lake	Spring drone survey	\$1,400	\$2,800
		Fall drone survey*	\$1,400	
Total**				\$229,300

Exhibit B, the Conservation Practice Financial Assistance Program Policy Manual (or “Docket”) governs the District’s cost share program. The Docket is largely unchanged with excepting a few changes:

- Updating a few rates to be competitive
- Simplified decision matrix
- Clarifying language
- Added limit to how cover crop incentives, and increased initial incentive
- Added provision that PLSLWD managers *may* approve larger shoreline projects if they represent larger shorelines or present educational value
- Added manure and soil tissue sampling

### **Recommendation**

Motion to approve the Scott SWCD 2024 Professional Services Agreement.

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

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by the **PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT**, a governmental subdivision of the State of Minnesota (the "DISTRICT") and the **SCOTT SOIL AND WATER CONSERVATION DISTRICT**, governmental subdivision of the State of Minnesota (the SWCD) for the period January 1, 2024 through December 31, 2024.

**1. SCOPE OF SERVICE AND AUTHORIZATION.** The DISTRICT retains the SWCD to provide services related to conservation promotion, landowner technical assistance, monitoring, permitting, education, and other miscellaneous technical and field services (Services), as set forth in the Scope of Work and Budget, attached hereto as Exhibit A; and as set forth in the 2024 Conservation Practice Financial Assistance Program Policy Manual, attached hereto as Exhibit B.

**2. FEES AND PAYMENT.** DISTRICT will compensate for the Services on an hourly basis and reimburse for direct costs in accordance with Exhibit A. The SWCD will invoice the DISTRICT on a quarterly basis for time and materials associated with delivery of Services for the preceding quarter. Payment for undisputed work will be due within 30 days of receipt of the invoice. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of the DISTRICT Administrator. Subcontractor fees and subcontractor direct costs, as incurred by SWCD, will be reimbursed by DISTRICT at the rate specified in DISTRICT's written approval of the subcontract. The SWCD will not invoice for mileage reimbursement.

The total payment for each task will not exceed the amount specified for that task in Exhibit A. The total payment for Services will not exceed \$229,300. Total payment in each respect means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontractor costs, whether specific in this agreement or subsequently authorized by the administrator.

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

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

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

**5. INDEMNIFICATION.**

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

(b) The DISTRICT agrees to indemnify and hold harmless the SWCD and its officers,

employees, agents, and successors, from and against any and all losses, damages, claims, liabilities, costs, and expenses, including legal fees and costs of investigation, resulting from or arising out of any negligent or wrongful act or omission of the DISTRICT, its officers, directors, or employees.

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

(a) General: \$1.5 million, each occurrence and aggregate, covering SWCD's ongoing and completed operations on an occurrence basis and including contractual liability.

(b) Professional liability: \$1.5 million each claim and aggregate. Any deductible will be SWCD's sole responsibility and may not exceed \$50,000. Coverage may be on a claims-made basis, in which case CONSULTANT must maintain the policy for, or obtain extended reporting period coverage extending, at least three (3) years from completion of the Services.

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

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

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

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

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

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

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

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

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

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

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

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

**12. TERMINATION.** This agreement is effective when fully executed by the parties and will remain in force until December 31, 2024, unless earlier terminated as set forth herein.

This Agreement shall be terminable at will by either party effective immediately upon written notice to the other party via certified mail. Termination of this Agreement does not relieve either party of its obligations with regard to services provided prior to the time of termination. Insurance obligations; duty of care; obligations to defend, indemnify and hold harmless; document-retention requirements; and the obligation to cooperate in assigning intellectual property will survive the completion of the Services and the term of this agreement.

**13. NO WAIVER.** The failure of either party to insist on the strict performance by the other party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish such party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.



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

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

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

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

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

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

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

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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

**EXHIBIT A****2024 SCOPE OF WORK AND BUDGET - DRAFT**

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

The total payment for each task will not exceed the amount specified for that task in Exhibit A. The total payment for Services will not exceed \$229,300. The SWCD may be requested to provide services outside of and in addition to this Scope. These services will be provided on an as-requested basis via separate work order or memoranda, and will be incorporated into the contract via a contract amendment.

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

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

**A. Conservation Marketing and Promotion**

The SWCD will continue marketing initiatives to promote adoption of conservation practices aimed at phosphorus and sediment reductions. Focus in 2024 will be practices targeted in the SWCD's 2020 CWF grant, prioritizing the Spring Lake and Fish Lake watersheds. SWCD staff will also assist with outreach for the Upper Watershed Blueprint as requested. Activities generally include:

- Identifying targeted parcels and landowners and gathering contact information
- Preparing letters, mail lists, and informational materials
- Making personal calls and in-person visits
- Tracking and reporting progress

**B. Livestock/Commodity Producer Assistance**

The SWCD will provide technical support to livestock and commodity producers on conservation measures providing water quality benefits. Activities generally include:

- Provide Equipment Rental Program services for cover crops, no-till and other conservation seeding
- Assist with livestock facility, animal waste, and pasture management planning
- Provide information and assistance related to state feedlot regulations, including planning, permitting, inspections, complaint response and pollution discharge

**C. Cost Share**

The SWCD will administer cost share in accordance with the approved 2024 policy manual, or Docket (see Exhibit C). Services under this task will be provided to District landowners who respond with interest to marketing efforts under Task IA or who contact the SWCD on their own. Activities generally include any or all of the following depending on landowner interest and site-specific characteristics :

- Landowner consultation (communication, correspondence, decision-making)
- Site investigation and feasibility assessment
- Project survey and design
- Cost share contract development and payment administration
- Construction inspection and certification

**D. Status Reviews**

Projects installed using DISTRICT funds will be inspected to ensure the responsible party is complying with their signed cost share contract and related maintenance plan. Inspections are completed the 1<sup>st</sup> and 4<sup>th</sup> year following certification for contracts that have a 5-year term, and the 1<sup>st</sup>, 4<sup>th</sup> and 9<sup>th</sup> for contracts that have a 10-year term. Activities generally include:

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

**E. Management/Other**

- Prepare, review and present cost share policy updates
- Prepare quarterly and annual accomplishment reports (not limited to TACS)
- Miscellaneous services on an as-requested basis

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

TACS services	\$40,000
TACS cost share (pass through):	\$21,000
TACS Management	\$7,000
	<u>\$68,000</u>

**Task II. Farmer Led Council**

**Description**

The SWCD will provide administrative and technical support to the Farmer Led Council including but not limited to:

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

**Budget**

Staff services	\$20,000
Expenses (pass through)	\$28,000
Total	<u>\$48,000</u>

**Task III. Monitoring and Data Collection**

**Description**

The SWCD will assist the DISTRICT with planning and implementing its 2024 water monitoring plan, including flow measurement and survey measurements for stream level logger benchmarking. Other monitoring services may be provided on an as-requested basis, subject to availability and budget.

**Budget**

Monitoring Services: DMP	\$3,000
Monitoring Services: PLOC	\$500
Monitoring Services: FeCl	\$2,000
Monitoring Services: Upper Watershed*	\$2,000
Total	<u>\$7,500</u>

\*Subject to prior authorization

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<sup>1</sup> Budget amounts in these categories may vary depending on number and types of projects, as well as the availability of other sources of funding for cost share and incentives. For example, additional funds may be dedicated for TA in order to leverage grant funds that can be used for project cost share and incentives. The SWCD will list the landowners it engaged with in each quarter, differentiating between those that received TA supported the District and those that received TA supported by the SWCD's own funding.

## **Task IV. Regulatory Program Support**

### **Description**

The SWCD will provide a broad range of services in support of the DISTRICT's regulatory program, including permitting and conservation easements. Activities will include the following:

#### **A. Permit administration**

- Participate in city and county development review meetings
- Assist applicants with interpretation of District rules, policies, and procedures
- Coordinate and advise with District staff on the Wetland Conservation Act applications
- Coordinate District-issued permit application reviews between the District Engineer (DE) and applicant; prepare requests for board action (RBA's) for action by the Board of Managers (Board)
- Coordinate reviews of referral project plans between the DE and the permitting LGU
- Manage and track outstanding conditions on permits approved conditionally by the Board
- Coordinate with DE on review of as-built plans for permits with completed construction
- Monitor permitting process to ensure District rules are being applied and enforced
- Work with DISTRICT staff to close out permits

#### **B. Permit inspections**

- Inspect and monitor permitted sites for compliance with District rules and to address violations
- Provide inspection reports to project stakeholders on a timely basis

#### **C. Easement Origination**

- Coordinate with landowners (or their agents) and the DE to prepare development agreements (DA's) and declarations of conservation easements (DCE's)
- Prepare RBA's for Board action on proposed DA's and DCE's
- Record final, executed DA's and DCE's at the County recorder's office (to be done in-person)
- Coordinate and ensure timely and accurate boundary monumentation and vegetation establishment

#### **D. Easement Compliance**

- Coordinate annual conservation easement inspections
- Perform annual easement inspections, subject to prior confirmation by the District Administrator
- Communicate with landowners before and after inspections to ensure compliance, remedy identified violations, and maintain good relationships
- Maintain complete records including updating baseline document reports, easement inspections findings, and compliance-related communications
- Consistent with PLSLWD Board authorization on September 12, 2023, and with support from District staff, install monumentation on easements where identified as missing during 2023 compliance inspections."

#### **E. Administration and Coordination**

- Assist District Administrator in evaluating, developing, and implementing changes that improve regulatory program efficiency and effectiveness, including but not limited to
  - Procedural strategies, workflows, and guidance
  - Document management including legal forms, correspondence, reports, and other documents
  - Communication, coordination, and data sharing
- Host, maintain and refine a database for tracking and reporting all permit- and easement-related data, activities, and progress status as well as associated time and other project-specific expenses
- Maintain complete and accurate records and documentation for all permit and easement activities performed under this Task
- Prepare and provide quarterly activity reports; provide status updates as requested

## Budget

Permit reviews and inspections	\$25,000
Easement origination, compliance and follow up	\$22,000
Easement inspections*	\$5,500
Easement sign installation	\$9,000
Program coordination, data management and reporting	\$5,000
<b>Total**</b>	<b>\$66,500</b>

\*Subject to prior authorization

## Task V. Education Programming

### Description

The SWCD will provide various educational services in support of the DISTRICT's 2024 Education & Outreach Plan. Activities will include but are not necessarily limited to:

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

### Budget

Services:	<b>\$6,500</b>
Supplies:	Per request

\*Subject to prior authorization

## Task VI. Upper Watershed

### Description

The SWCD will provide support towards DISTRICT goals for storage and water quality improvements in the Upper Watershed. All tasks will be specifically requested or authorized by, and/or provided in conjunction with, DISTRICT staff.

#### A. Landowner liaison services

- Assist District staff develop strategies for project-specific landowner outreach and engagement
- Provide contact and other shareable information to increase likelihood of achieving desired results
- Join District staff in landowner meetings as requested

#### B. Project implementation

- Landowner outreach, coordination and communications
- Topographic and feature surveys
- Design reviews
- Bidding and contracting support
- Construction observation and as built surveys
- Cost share administration

**Budget**

Landowner liaison consulting	\$15,000
Buck stream stabilization project (subject to landowner support/project advancement)	\$15,000
<b>Total</b>	<b>\$30,000</b>

**Task VII. Sutton Lake**

**Description**

The SWCD will provide drone mapping and imagery services to assist with monitoring Sutton Lake’s response to drought conditions per the Sutton Lake Management Plan. Deliverables will include photogrammetrically orthorectified images (i.e. orthomosaic) along with still photos and video of the study area.

**Budget**

Summer drone survey	\$1,400
Fall drone survey*	\$1,400
<b>Total</b>	<b>\$2,800</b>

\*Subject to prior authorization

## TASK & BUDGET SUMMARY

Task	PLSLWD Budget Category	Description	Amount	
I	611 – Cost Share	TACS services	\$40,000	\$68,000
		TACS cost share (pass-through)	\$21,000	
		TACS management	\$7,000	
II	611 – Farmer-Led Council	FLC services	\$20,000	\$48,000
		FLC cost share (pass-through)	\$28,000	
III	637 – DMP Monitoring	General coordination and data management	\$3,000	\$7,500
		Flow monitoring		
	839 – PLOC Monitoring	Flow monitoring	\$500	
	611 – FeCL Monitoring	Flow monitoring	\$2,000	
	637 – Upper W’shd Monitoring	Water quality monitoring*	\$2,000	
IV	648 – Permitting	Permit administration and inspections	\$25,000	\$66,500
		Easement origination and compliance	\$22,000	
		Easement inspections*	\$5,500	
		Easement sign installation	\$9,000	
		Administration and coordination	\$5,000	
V	652 – Education & Outreach	SCWEP and other District education services	\$6,500	\$6,500
VI	626 – Upper Watershed	Landowner liaison services	\$15,000	\$30,000
		Buck stream stabilization/restoration project TA*	\$15,000	
VII	626 - Sutton Lake	Spring drone survey	\$1,400	\$2,800
		Fall drone survey*	\$1,400	
Total**				\$229,300

\*Subject to prior authorization/project advancement.

## BILLING RATES

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

Position Title	Rate
District Director	\$90
Senior Resource Conservationist, Finance and Accounting Specialist	\$80
Resource Conservationist II, Natural Resources Specialist II	\$75
Resource and Permitting Specialist I, Resource Conservationist I, Water Resource Specialist, Agricultural Programs Specialist, Outreach and Education Specialist	\$70
Resource Conservation Technician, Administrative Specialist	\$60
Conservation/Seasonal Intern	\$45

**Subject |** 2024 Education and Outreach Plan**Board Meeting Date |** February 20, 2024**Item No:** 4.4**Prepared By |** Danielle Studer, Water Resources Specialist**Attachment |** 2024 Education and Outreach Plan**Proposed Action |** Motion to approve 2024 Education and Outreach Plan

## **Background**

The education and outreach program follows the goals laid out in the 2020 Water Resources Management Plan and fulfills the requirements of the Municipal Separate Storm Sewer System (MS4) permit for the Prior Lake Outlet Channel (PLOC). The purpose of the Prior Lake-Spring Lake Watershed District's (PLSLWD) education and outreach program is to improve understanding of local water resources and practices among all stakeholders in the District. The best advocate for water resources is an engaged and informed citizenry.

In 2024 the education and outreach program will include coordinated efforts with the Scott Soil and Water Conservation District (SWCD), the Scott County Clean Water Education Program (SCWEP), and other local partners to continue a community-wide approach to develop an understanding of local water resource issues and the impact each citizen has upon them, with special emphasis on flooding, phosphorus reduction, water quality, stormwater runoff, water conservation, aquatic invasive species (AIS), landowner best conservation practices, and illicit discharge.

## **Discussion**

The District's outreach program fulfills the District's MS4 requirements and supports many of the District's other programs including projects, monitoring, and carp management. This year the District plans to continue much of the outreach and communications work it has done in the past including project outreach, submitting articles to the Prior Lake American and SCENE newspapers, updating the website and social media, working with the lake associations, coordinating volunteers, and participating in events geared towards youth. The District also plans to expand on Education and Outreach efforts through new events and partnerships, such as a Watershed Week hosted with local businesses. The District will continue to work with the Scott SWCD to host education sessions, promote our cost share program, and participate in the annual Outdoor Education Days for local students. Further details can be found in the attached 2024 Education & Outreach Plan.

## **Recommendation**

Staff recommends that the Board of Managers approve the 2024 Education & Outreach Plan.





*Clean Water Clean-Up 2023*

# PLSLWD EDUCATION AND OUREACH PLAN 2024



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

**Prepared by:**

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&

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&

Joni Giese  
*District Administrator*  
*February 15, 2024*

## Executive Summary

The purpose of Prior Lake-Spring Lake's Education and Outreach program is to improve the general understanding of water resources and the impact each citizen has upon them. The best advocate for water resources is an engaged and informed citizenry; this program seeks to make connections with our stakeholders and to foster an environmentally conscious community. The education and outreach program fulfills the goals laid out in the 2020 to 2030 Water Resources Management Plan (WRMP), requirements of the Municipal Separate Storm Sewer System (MS4) permit for the Prior Lake Outlet Channel (PLOC), and when applicable, requirements of current grants. The 2024 Education and Outreach Plan will lay out specific activities that will be completed in 2024 to meet these goals and requirements.

To the extent feasible, the education and outreach program will coordinate efforts with partners and the Scott County Clean Water Education Program (SCWEP) to promote a community-wide understanding of local water resource issues and the impact each citizen has upon them, including aquatic invasive species (AIS), landowner best conservation practices, chloride pollution, and illicit discharge. Partners that share the District's goals include:

- Prior Lake Association
- Spring Lake Association
- City of Prior Lake
- City of Savage
- City of Shakopee
- Shakopee Mdewakanton Sioux Community (SMSC)
- Scott County
- Metropolitan Council
- University of Minnesota
- Spring Lake Township
- Sand Creek Township
- Scott Soil and Water Conservation District
- Scott County Watershed Management Organization
- Prior Lake-Savage School District

Audiences of the District's education and outreach program include agriculture and rural landowners, urban and lakeshore residents, lake-users, District partners, community groups, schools, businesses, and government.

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## Communications

Communications are an important part of the District's education and outreach program. These efforts tend to be passive in nature with a goal of sharing information to create a more informed citizenry. These methods tend to have a wide reach with low effort but are less likely to have a strong impact on their own. The District conducts communications in a variety of formats including social media posts, website updates, presentations, tabling events, articles for a variety of publications, and the creation of other informational materials such as brochures and factsheets. Tabling also creates opportunities for CAC involvement in outreach.

## Project Outreach

The District will develop outreach plans for any new projects and programs that may include informational materials for neighborhood residents, press-releases and newsletter articles, social media and website updates, and workshops. Outreach on completed and ongoing projects and programs may also be conducted. In 2024, specific outreach will be conducted to follow up on the Fish Lake Management Plan.

## Promotional Materials

Utilizing items that residents and lake-users can take home with them from events can be an effective way to share District messaging, increase the visibility of the District and its work, and even serve as an incentive for participation in District events. For 2024, two types of promotional items are planned: stickers and hats. Stickers are cheap, well loved by children and adults alike, and are easily customizable. They can be placed on most items but are frequently placed on water bottles and on various types of cases. Creating stickers can provide an opportunity to collaborate with local artists or even the local schools as a competition. They can be used to share messaging on aquatic invasive species or other water quality concerns. Winter hats with the District logo are the other planned swag item. These would be given to dedicated volunteers as an incentive and token of appreciation. They would also serve to increase visibility of the District.

The list below categorizes and ranks events by priority level. Priority 1 events are events that the District plans to hold in 2024. Priority 2 events are events that the District plans to hold but may fall off the list if resources are limited. Priority 3 events are not planned for, but if extra resources are available, may be executed.

## Communications Items

Title	Type	Priority Level (1-3)*
4 SCENE articles	Article	1
PLA newsletter article	Article	1
SLA newsletter article	Article	1
Annual Newsletter	Article	2
Event Notices and Articles	Article	1
Fish Lake Management Plan Mailing	Informational Material	1
Update 8 Information Resources for front desk	Informational Material	1
Update Website	Informational Material	1
Project Factsheets as needed	Informational Material	1
52 Social Media Updates	Informational Material	1
Spring Lake Association Annual Meeting	Presentation	1
Prior Lake Association Annual Meeting	Presentation	1
Spring Lake Township Annual Meeting	Presentation	1
Sand Creek Township Annual Meeting	Presentation	2
Prior Lake City Meeting	Presentation	2
Shakopee City Meeting	Presentation	2
Savage City Meeting	Presentation	2
Prior Lake Citizen Engagement Committee	Presentation	3
Prior Lake Rotary Meeting	Presentation	2
Fall Community Fest	Tabling	1
Pleasant Street Art Fair	Tabling	3
Stickers	Promotional Materials	1
Hats	Promotional Materials	1

**\*1 being the highest priority**

## Events

Hosting volunteer and educational events and activities is critical to creating community connections and providing effective educational opportunities. These efforts typically reach a smaller group of people than communications and require more coordination, but often have a higher impact on individuals. Successful events also create opportunities for impactful articles and can be opportunities for informational material distribution. The District is required to host public involvement activities each calendar year as part of the MS4 permit, which must include a pollution prevention or water quality theme. The events outlined in the 2024 Education and Outreach Plan aim to include more stakeholders than in years past, fulfill MS4 requirements and WRMP Implementation Actions, and create opportunities for collaboration with new community partners.

New education events in 2024 include a Watershed Week in the summer full of engaging events that highlight the watershed and water resource concerns. These are *italicized* in the list below and include

an AIS Paint N' Sip to teach about invasive species in our lakes, a Bike or Hike the watershed to highlight recreation and viewing opportunities within the District, and a Scavenger hunt to highlight local businesses, District projects, or District waterbodies, with added educational elements.

Clean Water Clean-Ups will be held again this year in the spring and fall as storm drain stenciling and buckthorn removal projects, respectively. These volunteer opportunities will be a chance to empower residents to act for the benefit of their water resources, environment, and community. It is also a great hands-on learning opportunity. Time and resources allowing, the buckthorn removed at the fall event will be used in a holiday wreath-making event to promote sustainability.

The list below categorizes and ranks events by priority level. Priority 1 events are events that the District plans to hold in 2024. Priority 2 events are events that the District plans to hold but may fall off the list if resources are limited. Priority 3 events are not planned for, but if extra resources are available, may be executed.

### Event Items

Title	Type	Potential Partners	Priority Level (1-3)*
Board and CAC Project tour	Tour	Project Landowner	1
<i>AIS Paint N' Sip</i>	<i>Education Event</i>	<i>Local Business</i>	1
<i>Bike or Hike the Watershed</i>	<i>Education Event</i>	<i>Local Bike Shop and/or Local Organizations</i>	1
<i>Scavenger Hunt (project tour)</i>	<i>Education Event/Tour</i>	<i>Local Businesses</i>	1
Outdoor Education Week**	Education Event	SCWEP	2
Buckthorn Wreathmaking	Education Event	Local Artist	2
Reel Cool Fishing School**	Education Event	City of Prior Lake	1
Shoreline Restoration Workshop**	Workshop	Scott SWCD	1
Starry Trek**	Volunteer Event	University of Minnesota	1
Buckthorn Removal Volunteer Project	Volunteer Event	Spring Lake Township or City of Prior Lake	1
Storm Drain Stenciling	Volunteer Event	City or Townships	1
Carp Fishing Competition	Volunteer Event	Fishing Clubs	3
Aquatic Vegetation Identification Workshop	Workshop	Lake Association	3
Natural Landscaping Workshop**	Workshop	Scott SWCD	3
Participate in local boat parades**	Misc. Outreach Event	Prior Lake Association	3
Prior Lake Association Dive the Lake** (use our boat)	Misc. Outreach Event	Prior Lake Association	3

\*1 being the highest priority

\*\* Partner-led event (low effort)

## Volunteer Programs

The District offers regularly occurring volunteer opportunities and has built a strong volunteer base over the years. Volunteering provides residents an opportunity to connect with and further the District's work and mission and to learn more about our water resources. The District offers the following opportunities for volunteers to get involved with District programs and projects:

- Ice-on and ice-off reporters report lake ice conditions to staff.
- CAMP (Citizen Assisted Monitoring Program) volunteers monitor water quality on several District lakes bi-weekly throughout the monitoring season. This work is completed through a partnership with the Metropolitan Council.
- Volunteers assist with the carp management program by reporting signs and locations of carp activity.
- The District will continue to partner with volunteers on other projects as needs arise.
- The District's Citizen Advisory Committee is described below.

## Citizen Advisory Committee (CAC)

The purpose of the Citizen Advisory Committee (CAC) is to advise the Prior Lake-Spring Lake Watershed District Board and staff on issues related to lakes and other water resources within the Prior Lake - Spring Lake Watershed District. The CAC consists of residents who provide input, review, and make recommendations to the Board of Managers on projects, reports, and prioritizations. The CAC acts as the primary interface for the Board to address the current issues of concern of the local citizens. The duties of the CAC are defined by the Minnesota Statutes section 103D.331(1a), the Operating Guidelines created by the PLSLWD CAC, and the PLSLWD Governance Manual.

## Community Programs

### Farmer-Led Council (FLC)

Agricultural lands make up most of the landscape in the Spring Lake and Upper Prior Lake watersheds. The District will partner with Scott SWCD to continue its staff support of the Farmer-Led Council (FLC). The FLC meets 3 times per year and consists of local farmers within the PLSLWD. The role of the FLC is to develop and guide the implementation of strategies that the District will use to accomplish agriculture's share of nutrient reduction goals. It will:

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

In addition to special events and workshops, the FLC sponsors the Lake-Friendly Farm Program, which was created to recognize the farmers that are doing an outstanding job of managing their farms in a way that protects the water resources in the District. Once a farm meets the program criteria, the farm is certified as a Lake-Friendly Farm, and the farmer receives a sign which they can post at their farm. The

program both identifies and publicly recognizes existing best management practices in the watershed and assists farmers in identifying areas for improvement to help protect our water resources.

## Residential and Agricultural Cost-Share

The District will continue to partner with the SWCD to meet with landowners to promote rural and urban incentive and cost-share programs and encourage their participation.

Part of the goal of the District's cost-share program is to create a "culture of conservation" which inspires residents and results in residents pursuing conservation projects beyond the cost-share program and as a natural extension of their everyday activities.

The District offers incentive payments for lakeshore restoration, filter strips, wetland restoration, well decommissioning, water and sediment control basins and other best management practices. The District annually approves the SWCD Conservation Practice Payment Docket, which defines practices, payments, and evaluation tools. The District prioritizes projects that will have the highest benefit to reducing phosphorus and runoff volume to priority waterbodies.

## Conservation Easements

The District has conservation easements that are inspected annually. In the spring, 124 landowners received a pre-inspection postcard prior to the annual site visit and a post-inspection letter noting the inspection findings, including any violations. Landowners are encouraged to join staff on site visits if they are interested. In 2024, staff will continue to follow-up and work with landowners to correct previously identified violations along with any newly identified violations.

## SCWEP Partnership

The District will continue to partner with the Scott Clean Water Education Program (SCWEP) to extend its education and outreach efforts. This program is run by the Scott Soil and Water Conservation District (SWCD) and includes the following partners:

- Scott Watershed Management Organization
- Scott County Government
- Prior Lake-Spring Lake Watershed District
- Vermillion River Watershed Joint Powers Board
- Lower Minnesota River Watershed District
- City of Credit River
- City of Shakopee
- City of Prior Lake
- City of Savage
- Spring Lake Township
- Jackson Township
- Louisville Township

The goal of SCWEP is to make clean water choices second nature for all who live and work in Scott County. SCWEP uses the message "Clean Water Starts with Me!" to empower individuals to think differently about stormwater runoff and their role in water quality. Audiences include agriculture, rural, urban and lakeshore residents, community groups, schools, and government.

SCWEP will continue to assist in the District's events and communications mentioned throughout this plan via media amplification and materials creation, planning, and day-of support. SCWEP will also

advance messaging on behalf of the partnership through cost-share program education and workshops on conservation topics.

## Budget

In 2023, \$40,000 was budgeted for education and outreach activities, with \$11,104 of the budget expended. A large portion of the difference between the budget and actual expenditures is that the Website update process started later in the year. Unspent website update funds were brought forward into the 2024 budget. The budget for Education and Outreach activities decreased from \$40,000 in 2023 to \$38,500 in 2024 (see table below). The budget does not include staff time. Volunteer and Community Programs and Conservation Easements are not included in the Education and Outreach Budget.

Project	2023 Budget (\$)	2024 Budget (\$)
MS4 Education	2,000	N/A
SCWEP (SWCD)	4,500	6,500*
Website update	30,000	24,500
CAC	3,500	3,500
District Newsletter	N/A	1,000
Other educational tours, events, & materials	N/A	3,000
<b>TOTAL:</b>	<b>40,000</b>	<b>38,500</b>

\*SCWEP will provide MS4 requirements in 2024 and the 2024 MS4 budget has been reallocated to SCWEP to reflect this.

## Outcomes & Evaluation

The desired outcome for education and outreach in 2024 is to improve District stakeholders' understanding of local water resources; this strategic goal will be evaluated primarily by the District's compliance with the MS4 permit and following our 2020 Water Resources Management Plan. Metrics used to measure the impact of marketing strategies include:

- Number of participants at a specific District hosted event or workshop.
- Number of direct mailings, brochures, and newsletters distributed.
- Number of views digital content receives.
- Number of submitted press releases and published articles.
- Staff will develop post-event surveys to measure impact and inform future events.

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



## 2023 Completed Activities

Activities & Events	Partners	Completed (Date)	Reach
Annual Update & Implement District Education and Outreach Plan	N/A	13-Jan	N/A
Contributed to Spring Lake Association Annual Newsletter	Spring Lake Association	March	1 article, 450 sent
Contribute to Prior Lake Association Annual Newsletter	Prior Lake Association	Early March	1 article, 500*
Mailing to farmers highlighting available cost share & services	SWCD	N/A	N/A
Coordinate CAMP program volunteers	Met Council	27-Oct	6
Coordinate carp volunteers	Volunteers	Spring & Summer	20
Spring Lake Association Annual Meeting Presentations	SLA	24-Apr	88
Vegetation Identification Workshop	Spring Lake Association	26-Jul	70 (18 in-person, 52 livestream views)
City of Prior Lake Fishing Clinic	City of Prior Lake	23-Jun	56
Stabilize Your Shoreline Workshop	SWCD	14-Jun	2
Fall Community Fest	SWCD	18-Sep	50*
Starry Trek	University of Minnesota	19-Aug	6
Send inspection letters to easement landowners	SWCD	Summer	124 + 25 city easements
Clean Water Clean-Up event	Scott SWCD, City of Prior Lake	28-Oct	26*
Outdoor Education Days	SWCD	28-Sep	63* from WD; 1,245 total
Prior Lake Association Annual Meeting Presentations	PLA	9-Sep	100*
Coordinate volunteer ice observer reports	Volunteers	January	30
Citizen Advisory Committee (CAC) meetings	Volunteers	6/year	11*
Farmer-Led Council (FLC) Meetings	SWCD	19-Dec	65*
City of Prior Lake Citizen Engagement Committee Presentation	City of Prior Lake	19-Oct	10*
SCALE Presentation	SCALE	13-Oct	80*
Website Updates	N/A	31-Dec	29,037 unique pageviews

Social Media Updates (weekly)	N/A	Ongoing	15,110*
Articles for website and Scott County SCENE.	Scott County, SWCD	Ongoing	19 articles (5 PLSLWD, 14 SCWEP)
Prior Lake American Event Article	SWCD	October	1 article
Shallow Lakes Seminar	SWCD	11-Oct	9
How to Build a Rain Garden	SWCD	12-Apr	6
Water Conservation Lessons	SWCD	1-Jun	168

**\*Estimate**

**PLSLWD Board Staff Report**

February 14, 2024


**PRIOR LAKE  
SPRING LAKE  
WATERSHED DISTRICT**
**Subject |** Spring West Outlet Replacement

**Board Meeting Date |** February 20, 2024

**Item No:** 4.5

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

**Attachments |** None.

**Proposed Action |** Motion to authorize the District Administrator to enter into a contract for the Kreuger Dairy Outlet Pipe Replacement at a cost not to exceed \$2,515, with District contributions not to exceed 50% of the project cost.

### **Background**

The Spring West subwatershed, which flows to Spring Lake, has historically experienced poor water quality. To better understand nutrient sources and to inform future management, the District is looking to collect water quality samples from an outlet pipe flowing from the Kreuger dairy property. At this time, the outlet has collapsed so that the end of the pipe is crushed underwater, and the outlet pipe discharges directly into the ditch. The pipe still functions as an outlet, but its current state does not allow the District to collect a sample of outlet pipe water isolated from the ditch water. Without a sample at this site, the District is unable to determine sources of nutrient loading, which could be attributed to runoff from the dairy, a retired septic field, or other local sources. With this monitoring data, the District will be able to strategically focus their efforts in the Spring West locale. To collect the necessary samples, the end of the pipe will need to be replaced. The project type does not fall within cost share project types and should be considered as initial study to inform project development. The District has received quotes from BKJ Excavating for this work, for which the landowner has agreed to cover 50%.

### **Discussion**

The District has received quotes from BKJ Excavating for completing the pipe replacement, for which the landowner has agreed to cover 50%. The required pipe size will not be known until work begins, so two quotes were given to reflect the cost difference in pipe sizes. The total project cost is not to exceed \$2,515.00, with the District contribution not to exceed \$1257.50. If possible, construction will be completed by April 30, 2024.

### **Recommendation**

District staff recommends the Board of Managers authorize the District Administrator to enter into a contract for the Kreuger Dairy Outlet Pipe Replacement at a cost not to exceed \$2,515, with District contributions not to exceed 50% of the project cost.



## PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## Financial Report - Cash Basis

January 1, 2024 Through January 31, 2024

\*\*Reflects bills paid through January 31, 2024\*\*

Program Element		2024 Source of Funds				2024 Actual Results		
		2023 Levy	Budget Reserve	Grant Funds/Fees	2023 Budget	January 2024	YTD	YTD % of Budget
	<b>General Fund (Administration)</b>							
	<b>Revenues</b>							
	Property Taxes	\$ 252,000	\$ -	\$ -	\$ 252,000	\$ -	\$ -	0%
	Grants	-	-	-	-	-	-	#DIV/0!
	Interest	-	-	9,000	9,000	-	-	0%
	Other	-	-	-	-	-	-	#DIV/0!
	<b>Total Revenues</b>	<b>\$ 252,000</b>	<b>\$ -</b>	<b>\$ 9,000</b>	<b>\$ 261,000</b>	<b>-</b>	<b>-</b>	<b>0%</b>
	<b>Expenditures</b>							
	Administrative Salaries and Benefits	\$ 145,000	\$ -	\$ -	\$ 145,000	8,623	8,623	6%
	703 - Telephone, Internet & IT Support	7,000	-	9,000	16,000	1,166	1,166	7%
	702 - Rent	27,500	-	-	27,500	4,774	4,774	17%
	706 - Office Supplies	8,000	-	-	8,000	39	39	0%
	709 - Insurance and Bonds	13,000	-	-	13,000	-	-	0%
	670 - Accounting	33,500	-	-	33,500	-	-	0%
	671 - Audit	10,500	-	-	10,500	-	-	0%
	903 - Fees, Dues, and Subscriptions	1,500	-	-	1,500	-	-	0%
	660 - Legal (not for projects)	6,000	-	-	6,000	-	-	0%
	<b>General Fund (Administration) Expenditures</b>	<b>\$ 252,000</b>	<b>\$ -</b>	<b>\$ 9,000</b>	<b>\$ 261,000</b>	<b>14,602</b>	<b>14,602</b>	<b>6%</b>
	<b>Net Change in General Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(14,602)</b>	<b>(14,602)</b>	

Draft amounts subject to change during audit preparation

No assurance provided on these financial statements

## PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## Financial Report - Cash Basis

January 1, 2024 Through January 31, 2024

		2024 Source of Funds				2024 Actual Results		
Program		2023 Levy	Budget Reserve	Funds/Fees	2023 Budget	January 2024	YTD	YTD % of Budget
Element								
<b>Implementation Fund</b>								
<b>Revenues</b>								
	Property Taxes	\$ 1,697,000	\$ -	\$ -	\$ 1,697,000	-	-	0%
	Grants/Fees	-	-	34,000	34,000	-	-	0%
	Interest	-	-	61,000	61,000	8,465	8,465	14%
	Sales/Other	-	-	-	-	500	500	#DIV/0!
	Budget Reserves	-	\$ 468,500	-	468,500	-	-	0%
	<b>Total Revenues</b>	<b>\$ 1,697,000</b>	<b>\$ 468,500</b>	<b>\$ 95,000</b>	<b>\$ 2,260,500</b>	<b>8,965</b>	<b>8,965</b>	<b>0%</b>
<b>Expenditures</b>								
	Program Salaries and Benefits (not JPA/MOA)	\$ 490,500	\$ -	\$ -	\$ 490,500	37,122	37,122	8%
	<b>Water Qual</b>							
	550 Public Infrastructure Partnership Projects	\$ -	\$ -	\$ -	\$ -	-	-	#DIV/0!
	611 Farmer-led Council	55,000	-	-	55,000	44	44	0%
	611 Cost-Share Incentives	68,000	-	-	68,000	-	-	0%
	611 Highway 13 Wetland, FeCl system & Desilt, O&M	244,000	-	61,000	305,000	-	-	0%
	611 Fish Management, Rough Fish Removal	96,500	-	-	96,500	-	-	0%
	611 Spring Lake Demonstration Project Maintenance	1,200	-	-	1,200	-	-	0%
	611 Alum Internal Loading Reserve	230,000	-	-	230,000	-	-	0%
	611 Fish Stocking	2,000	-	-	2,000	-	-	0%
	637 District Monitoring Program	84,500	-	-	84,500	5	5	0%
	626 Planning and Program Development	27,500	-	-	27,500	7,772	7,772	28%
	626 LGU Plan Review	-	4,000	-	4,000	-	-	0%
	626 Engineering not for programs	20,000	-	-	20,000	-	-	0%
	648 Permitting and Compliance	57,000	-	5,000	62,000	-	-	0%
	648 Update MOAs with cities & county	-	5,000	-	5,000	-	-	0%
	648 BMP and easement inventory & inspections	25,000	-	2,000	27,000	-	-	0%
	626 Upper Watershed Projects	194,000	442,000	-	636,000	7	7	0%
	626 District Plan Update	-	2,500	-	2,500	-	-	0%
	<b>WQ TOTAL</b>	<b>\$ 1,104,700</b>	<b>\$ 453,500</b>	<b>\$ 68,000</b>	<b>\$ 1,626,200</b>	<b>7,828</b>	<b>7,828</b>	<b>0%</b>
	<b>Water Storage</b>							
	550 District-wide Hydraulic & Hydrologic model	\$ 5,000	\$ -	\$ -	\$ 5,000	-	-	0%
	626 Comprehensive Wetland Plan Update	35,500	-	-	35,500	-	-	0%
	<b>WS TOTAL</b>	<b>\$ 40,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 40,500</b>	<b>-</b>	<b>-</b>	<b>0%</b>
	<b>AIS</b>							
	611 Aquatic Vegetation Mgmt	2,000	-	\$ 12,000	\$ 14,000	-	-	0%
	637 Automated Vegetation Monitoring (BioBase)	\$ 1,300	-	-	1,300	-	-	0%
	637 Aquatic Vegetation Surveys	15,500	-	-	15,500	-	-	0%
	637 Boat inspections on Spring, Upper & Lower Prior	19,000	-	15,000	34,000	-	-	0%
	<b>AIS TOTAL</b>	<b>37,800</b>	<b>-</b>	<b>27,000</b>	<b>64,800</b>	<b>-</b>	<b>-</b>	<b>0%</b>
	<b>Ed &amp; Out</b>							
	652 Education and Outreach Program	\$ 23,500	\$ 15,000	\$ -	\$ 38,500	-	-	0%
	<b>E&amp;O TOTAL</b>	<b>\$ 23,500</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ 38,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>
	<b>PLOC Contribution</b>		\$ -	\$ -	\$ -	-	-	#DIV/0!
	<b>Debt Payment Reserve</b>		-	-	-	-	-	#DIV/0!
	<b>Total Implementation Fund</b>	<b>\$ 1,697,000</b>	<b>\$ 468,500</b>	<b>\$ 95,000</b>	<b>\$ 2,260,500</b>	<b>44,950</b>	<b>44,950</b>	<b>2%</b>
	<b>Net Change in Fund Balance Implementation Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(35,985)</b>	<b>(35,985)</b>	
	<b>Grant Funds/Fees Anticipated</b>				<b>2024 Budget</b>			
	Interest Income (general fund & Implementation fund)			\$ 70,000	\$ 70,000			
	648 New Easement Acquisition Fees			5,000	5,000			
	648 Easement amendment/violations fees			2,000	2,000			
	611 Aquatic Vegetation Mgmt. (Scott County)			27,000	27,000			
	<b>Total Grant Funds/Fees Anticipated</b>			<b>\$ 104,000</b>	<b>\$ 104,000</b>			
<b>Budget Summary</b>		<b>Budget</b>				<b>Levy Increase</b>		
	<b>Fund Sources/Fund Expenditures</b>	<b>2024 Levy</b>	<b>Reserves</b>	<b>Grants/Rev</b>	<b>Budget Total</b>	<b>2023 Levy</b>	<b>% Increase</b>	
	General Fund	\$ 252,000		\$ 9,000	\$ 261,000	249,200		
	Implementation Fund	\$ 1,697,000	\$ 468,500	\$ 95,000	\$ 2,260,500	1,670,736		
	<b>Total Fund Sources</b>	<b>\$ 1,949,000</b>	<b>\$ 468,500</b>	<b>\$ 104,000</b>	<b>\$ 2,521,500</b>	<b>1,919,936</b>	<b>\$ 29,064</b>	<b>1.5%</b>
	<b>Expenditures</b>							
	General Fund				261,000			
	Implementation Fund				2,260,500			
	<b>Total Expenditures</b>				<b>2,521,500</b>			
<b>Fund Balance Commitments/Assingments</b>		<b>2024 (Budget)</b>						
		<b>12-31-23 Bal</b>	<b>Additions</b>	<b>Reductions</b>	<b>12-31-24 Bal</b>			
	611 Alum Internal Loading Reserve	\$ 700,000	\$ 230,000	\$ -	\$ 930,000			
	626 Upper Watershed Projects	\$ 442,000	\$ 194,000	\$ (636,000)	\$ -			
	Debt Payment Reserve	\$ 180,000	\$ -	\$ -	\$ 180,000			
		<b>\$ 1,322,000</b>	<b>\$ 424,000</b>	<b>\$ (636,000)</b>	<b>\$ 1,110,000</b>			

\*\*Reflects bills paid through January 31, 2024\*\*

Draft amounts subject to change during audit preparation

No assurance provided on these financial statements

**PLSLWD Monthly Treasurers Report**

Treasurer: Christian Morkeberg

*Account balances as of 01/31/24*

4M Fund (Checking Account)	\$	1,825,503
4M Fixed Income	\$	1,660,600
Total Uncleared Transactions	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>3,486,103</b>

**RESTRICTED/COMMITTED FUNDS**

Restricted - Permit Deposits, etc. (350 & 360)	\$	127,222
Restricted - PLOC Contingency Reserve (850)	\$	260,000
Restricted - PLOC O&M Funds (830)	\$	191,642
Committed - Alum Internal Loading Reserve	\$	700,000
Committed - Upper Watershed Fund Balance	\$	442,000
Committed - Debt Payment	\$	180,000
<b>TOTAL DISTRICT/PLOC RESTRICTED OBLIGATIONS</b>	<b>\$</b>	<b>1,900,864</b>

<b>Available cash at end of January 2024</b>	<b>\$</b>	<b>1,585,239</b>
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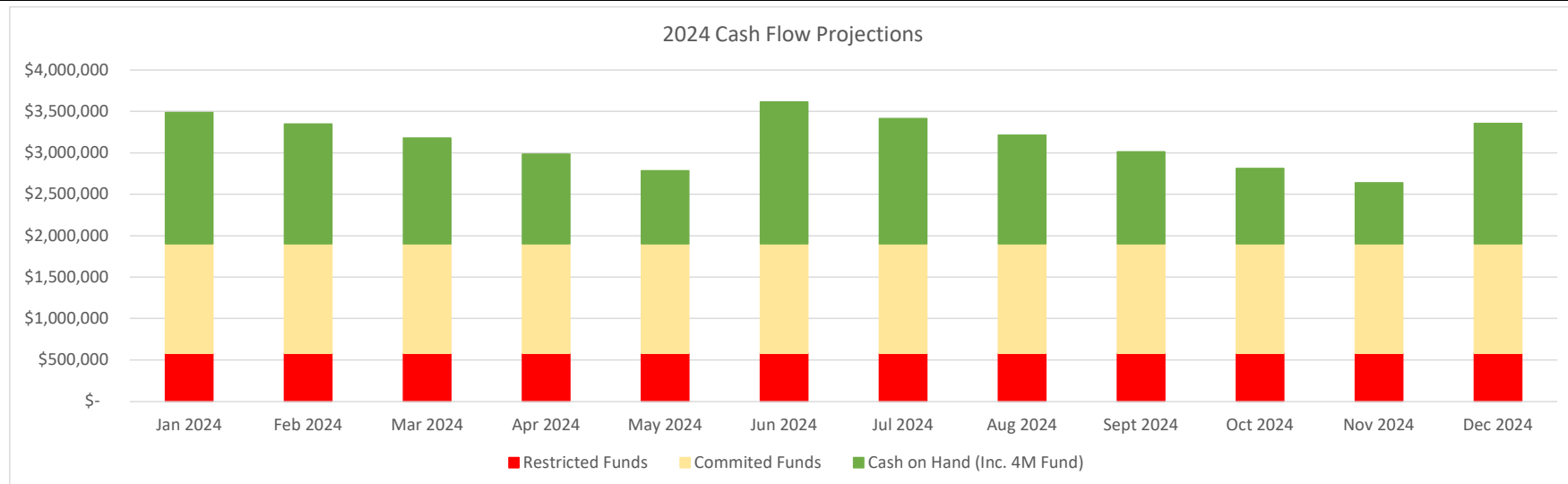
*64.1% of 2024 Budget*

Draft amounts subject to change during audit preparation

No assurance provided on these financial statements

## Cash Flow Chart

Month (End of Month)	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024
Restricted Funds	\$ 578,864	\$ 578,864	\$ 578,864	\$ 578,864	\$ 578,864	\$ 578,864	\$ 578,864	\$ 578,864	\$ 578,864	\$ 578,864	\$ 578,864	\$ 578,864
Committed Funds	\$ 1,322,000	\$ 1,322,000	\$ 1,322,000	\$ 1,322,000	\$ 1,322,000	\$ 1,322,000	\$ 1,322,000	\$ 1,322,000	\$ 1,322,000	\$ 1,322,000	\$ 1,322,000	\$ 1,322,000
Cash on Hand (Inc. 4M Fund)	\$ 1,585,239	\$ 1,448,850	\$ 1,279,800	\$ 1,084,230	\$ 883,473	\$ 1,715,687	\$ 1,514,930	\$ 1,314,173	\$ 1,113,416	\$ 912,658	\$ 738,901	\$ 1,454,175
Total Cash on Hand	\$ 3,486,103	\$ 3,349,714	\$ 3,180,664	\$ 2,985,094	\$ 2,784,337	\$ 3,616,551	\$ 3,415,794	\$ 3,215,037	\$ 3,014,280	\$ 2,813,522	\$ 2,639,765	\$ 3,355,039



Draft Amounts subject to change during audit preparation

No assurance is provided on these financial statements



## PLSL Watershed District

Starting cash on hand

Cash Minimum Balance Alert \$ 150,000

	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024	Total
Cash on hand (beginning of month)	\$ 3,659,456	\$ 3,486,103	\$ 3,349,714	\$ 3,180,664	\$ 2,985,094	\$ 2,784,337	\$ 3,616,551	\$ 3,415,794	\$ 3,215,037	\$ 3,014,280	\$ 2,813,522	\$ 2,639,765	

### Cash Receipts

Property Tax Levy	\$ 7,050	\$ -	\$ -	\$ -	\$ -	\$ 1,032,970	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 916,030	\$ 1,956,050
BWSR WBIF	-	41,403	-	-	-	-	-	-	-	-	-	-	41,403
BWSR BWF - Lower MN River South	-	-	-	-	-	-	-	-	-	-	-	-	-
DNR Flood Hazard Mitigation Grant	-	-	-	-	-	-	-	-	-	-	-	-	-
Grants - Other	500	-	4,000	-	-	-	-	-	-	-	27,000	-	31,500
PLOC Contributions	-	-	43,722	-	-	-	-	-	-	-	-	-	43,722
Interest Income	8,465	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	5,833	72,632
Other Receipts	-	-	-	-	875	875	875	875	875	875	875	875	7,000
Total Cash Receipts	\$ 16,015	\$ 47,236	\$ 53,555	\$ 5,833	\$ 6,708	\$ 1,039,678	\$ 6,708	\$ 6,708	\$ 6,708	\$ 6,708	\$ 33,708	\$ 922,738	\$ 2,152,307
Total Cash Available	\$ 3,675,471	\$ 3,533,339	\$ 3,403,270	\$ 3,186,497	\$ 2,991,802	\$ 3,824,016	\$ 3,623,259	\$ 3,422,502	\$ 3,221,746	\$ 3,020,988	\$ 2,847,230	\$ 3,562,504	

### Cash Paid Out

Salaries and Per Diems	\$ 45,745	\$ 52,958	\$ 52,958	\$ 52,958	\$ 52,958	\$ 52,958	\$ 52,958	\$ 52,958	\$ 52,958	\$ 52,958	\$ 52,958	\$ 52,958	\$ 628,287
Office Expense, Audit, Accounting	13,490	9,667	9,667	9,667	9,667	9,667	9,667	9,667	9,667	9,667	9,667	9,667	119,823
PLSLWSD Program Costs	64,371	115,000	115,000	132,778	132,778	132,778	132,778	132,778	132,778	132,778	132,777	132,777	1,489,371
PLOC Contribution	-	-	38,981	-	-	-	-	-	-	-	-	-	38,981
PLOC Operations	3,565	6,000	6,000	6,000	12,062	12,062	12,062	12,062	12,063	12,063	12,063	12,063	118,065
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Disbursements	\$ 62,197	-	-	-	-	-	-	-	-	-	-	-	\$ 62,197
Subtotal	\$ 189,368	\$ 183,625	\$ 222,606	\$ 201,403	\$ 207,465	\$ 207,465	\$ 207,465	\$ 207,465	\$ 207,466	\$ 207,466	\$ 207,465	\$ 207,465	\$ 2,394,527
Cash on Hand (end of month)	\$ 3,486,103	\$ 3,349,714	\$ 3,180,664	\$ 2,985,094	\$ 2,784,337	\$ 3,616,551	\$ 3,415,794	\$ 3,215,037	\$ 3,014,280	\$ 2,813,522	\$ 2,639,765	\$ 3,355,039	

Draft amounts subject to change during audit

No assurance is provided on these financial statements

PLSLWD  
Cost Analysis  
Year to Date 01/31/2024

	<u>Year to Date 01/31/2024</u>	
	Amount	% of total
<u>Program staff costs</u>	<u>37,122</u>	<b>62.3%</b>
<u>Consultants</u>		
EOR	-	
Blue Water Science	-	
Three Rivers Park District	-	
WSB & Associates	-	
Scott Soil and Water Cons.	-	
RMB Environmental Labs	-	
Stantec Consulting Services	-	
Waterfront Resorations	-	
	<u>-</u>	<b>0.0%</b>
Hard costs, exclusive of prog staff & consultant costs	7,828	
Permitting Revenue	-	
	<u>7,828</u>	<b>13.1%</b>
<u>Overhead and Administration</u>		
Staff costs	8,623	
Audit/Accounting/Legal	-	
Other admin overhead	5,113	
IT Support (Raymark)	866	
	<u>14,602</u>	<b>24.5%</b>
<u>Bonds payments</u>	<u>-</u>	<b>0.0%</b>
<u>PLOC Contribution</u>	<u>-</u>	<b>0.0%</b>
<b>Expenses excluding PLOC expenses per manager report</b>	<b><u>59,553</u></b>	<b>100.0%</b>

No assurance is provided on this statement.

This statement omits required disclosures.

This statement is prepared on the cash basis of accounting.

Draft amounts subject to change during audit preparation

No assurance provided on this statement.



**Subject |** Quarterly Report of Investment Activities

**Board Meeting Date |** February 20, 2023

**Item No:** 5.2

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

**Attachments |** None.

**Proposed Action |** No action requested. For discussion only.

### **Background**

The Prior Lake-Spring Lake Watershed District (PLSLWD) Investment Policy and Procedure Manual – Investment of Watershed District Funds states at least quarterly, the District Administrator shall submit a written report of investment activities to the Board of Managers. The intent of this memorandum is to meet this District governance requirement.

### **Discussion**

As of January 31, 2024, \$1,825,503 (52.4%) of PLSLWD funds are maintained in two money market accounts earning interest at 5.220% and 5.297%. The Administrator will continue to monitor funds in the lower yield account, which is used to cover District expenses, and transfer funds from the higher yield account as needed. \$1,660,600 (47.6%) of District funds are invested in seven certificates of deposit earning interest ranging from 5.243% - 5.478%. The time and dollar weighted average portfolio yield on fixed rate investments is 5.350%.

The CD's are structured to mature using a ladder approach with a portion of the funds maturing every three months. The most recent maturity and reinvestment period occurred in December. The next maturity period will occur in April. The weighted average portfolio maturity of fixed rate investments is 215 days. Using a ladder approach reduces interest rate market risk and provides availability of funds for current obligations.

All investments are managed through the 4M Fund, which ensures investment activity is in compliance with State Statutes and District policies.

Per the January 31, 2024, Treasurers Report, \$1,900,864 (54.5%) of the District's funds are classified as either restricted or committed funds. It is estimated that a majority of the committed funds will be expended for their intended purpose in the next couple of years.



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## WORKSHOP MEETING MINUTES

*Tuesday, January 16, 2024*

*Prior Lake City Hall*

*4:00 PM*

### Members Present:

Bruce Loney, Frank Boyles, Ben Burnett, Christian Morkeberg  
*Virtual Attendance from 1484 Hyla Avenue NW, Issaquah, WA 98027:*  
Matt Tofanelli

### Staff & Consultants Present:

Joni Giese, District Administrator  
Emily Dick, Water Resources Project Manager  
Jeff Anderson, Water Resources Coordinator  
Danielle Studer, Water Resources Specialist  
Patty Dronen, Administrative Assistant  
Carl Almer, District Engineer, EOR

### Others Present:

Jim Fitzsimmons, Scott SWCD  
Ron Hoffmeyer, Citizen Advisory Committee

The meeting was called to order at 4:02 PM.

### **Upper Watershed Project Approach Follow-Up**

District Water Project Manager Emily Dick gave an overview of the District's TMDL goals and project suite that could work to accomplishing the goals. In order to prioritize projects, the District needs to be able to equate project benefits to the TMDL goal and account for the existing ferric chloride system. A new tool was developed in order to compare projects to the TMDL Phosphorus reduction goal and create "scenarios" that could be phased or prioritized to meet TMDL goals. The new tool also accounts for the existing Ferric Chloride site which allows the District to get a more accurate picture of "new" phosphorus reduction offered by each project.

Staff presented a recommended 2024 approach which included high phosphorus removal projects and projects with landowner willingness. Projects with willing landowners are eligible for grant funding which improves their cost effectiveness. Further discussions on the upper watershed approach are anticipated at the Board retreat.

**Website Refresh Update**

Patty Dronen presented an update on the District's efforts to redesign the website. HDR was the firm selected to conduct the work. HDR has created a wireframe to outline the organization and structure of the new website. Patty walked through the draft website and received feedback from the Board. The Board was interested in maintaining notable history and recent successes. There was support for an archive library. The District is interested in the updated website being easily manageable to keep current.

**Haas Lake – Resident Water Quality Concerns**

Jeff Anderson gave a staff report in response to a public comment given on Haas Lake. The public comment was focused on the resident's concern in declining water quality on Haas Lake. Haas Lake has been a challenge to monitor due to shallow water and access. The current Water Resources Management Plan only directs that Tier 3 lakes should be "classified." Staff advised that to make further determinations on the water quality of Haas Lake, additional information needs to be collected from the City of Prior Lake about neighboring water quality BMPs. There was Board concern about setting a precedent of management of Tier 3 lakes. There was support in doing some initial investigation with the City of Prior Lake about stormwater ponds and drainage coming into Haas Lake. There was consensus that a low level of effort in meeting with the City would allow the District to gain a better understanding. With further information, the District can make decisions on any potential further actions.

**Managers Retreat: Draft Agenda Review**

Manager Loney presented a draft agenda for the annual Board retreat to be held January 27<sup>th</sup>. The Board provided suggestions such as expanded cooperations with regional partners, and cash flow timelines for project funding. Otherwise, Managers were in support of the draft agenda.

**Board Officer Appointments**

Manager Loney proposed that officer appointments remain the same for 2024. There was agreement with other Board Managers.

**Board Liaison Appointments**

Manager Loney proposed that the liaison appointments remain the same for 2024. There was agreement with other Board Managers.

**Liaison Updates****District Partner Reports**

- *Citizen Advisory Committee*- New members coming on.
- *Scott SWCD*- SWCD is focused on cost share applications over the winter so they are ready for construction in the Spring; staff has assisted in PLSLWD landowner outreach. SWCD work in the District included: outreach to 14 landowners regarding conservation projects; easement inspections follow up; and resolving a wetland fill violation. 2023 report will be presented at the February meeting.

**Manager Liaison Reports**

- *CAC*- Three new members on CAC in January.
- *Scott SWCD*- None.

- *Lower Minnesota Watershed District*- None.
- *Sand Creek Township*- The Township expressed gratitude for working with District staff and the Board presence at Township meetings. There was support from a Township Supervisor for pursuing the larger IESF project on CD-13.
- *Spring Lake Township*- Attendance was high due to annexation discussion. The proposed annexation deal supposes that parcels near Spring Lake would remain in Spring Lake Township, and City of Prior Lake would annex other mutually agreed upon areas of the Township. Manager Morkeberg reported updates on Fish Lake Management Plan.
- *Scott WMO*- None.
- *Shakopee*- None.
- *SCALE*- Legislative committee discussion and further discussion on judicial issues.
- *Scott County*- None.
- *Metro Watersheds*- None.
- *PLOC Cooperators*-None.
- *Farmer-Led Council*- None.

### **Administrator Report**

- Reminder to Managers to file MN Campaign and Finance forms.
- SCALE water committee will be focused on discussing the projects each entity would want to fund using WBIF funds.
- The District is now a MN Watersheds member. Login information will be sent for access to resources on the website.
- MN Watersheds is working with BWSR to update statute 103.D.
- SCALE service delivery committee was evaluating a pool for health insurance. There is a cost to the study, but need to do due diligence to understand the cost benefits for the District.

### **Closed Meeting**

State statute allows for closed meetings to discuss sensitive matters, provided that a summary is given at the open meeting and location is disclosed. The location discussed was included in the meeting packet materials. As a summary, the closed meeting discussed approval of negotiation amounts for a potential water quality improvement project. The meeting was recorded and shall be retained for eight years.

Respectfully Submitted,  
Emily Dick  
1/16/2024



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## REGULAR MEETING MINUTES

*Tuesday, January 16, 2024*

*Prior Lake City Hall*

*6:00 PM*

Members Present: Bruce Loney, Christian Morkeberg, Frank Boyles, Ben Burnett

Members Absent: Matt Tofanelli

Staff & Consultants Present: Joni Giese, District Administrator  
Jeff Anderson, Water Resources Coordinator  
Emily Dick, Water Resources Project Manager  
Danielle Studer, Water Resources Specialist  
Carl Almer, EOR, District Engineer

Others Present: Loren Hanson, CAC Chair  
Amy Butani  
Ben Brandt and Derek Lee from Waterfront Restoration

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

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

### • 2.0 PUBLIC COMMENT

- No public comments

### • 3.0 APPROVAL OF AGENDA

- Agenda changes:
  - Move 4.2 and 4.3 before 4.1

**Motion to approve amended agenda by Manager Boyles; 2<sup>nd</sup> by Manager Burnett; passed 4-0.**

### • 4.0 OTHER OLD/NEW BUSINESS

#### 4.2 & 4.3 Approval of new CAC Members

Amy Butani – in attendance  
Richard Schirber – absent, due to illness

- Both candidates were presented by Loren Hanson (CAC Chair)

**Motion to approve both candidates by Manager Boyles; 2nd by Manager Morkeberg; passed 4-0.**

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

- Staff provided a report of its many activities the preceding month, and some upcoming events.
- Reviewed water quality report cards for Upper and Lower Prior Lake, Spring Lake, Fish Lake and Pike Lake within the PLSLWD.

#### **4.4 2023 Watercraft Inspections Report: Waterfront Restorations**

- Ben Brandt presented the 2023 report of the Watercraft Inspections of the PLSLWD lakes.

#### **4.5 Cost Share Project Approval**

- Presented by Emily Dick
- Motion to approve a variance NTE \$6,000 for the Island View shoreline restoration cost share, provided that the buffer area is maintained for at least 10 years and educational signage is included along the project, made by Manager Burnett; 2nd by Manager Morkeberg; passed 3-1. (Aye: Loney, Morkeberg, Burnett; Nay: Boyles)

### **• 5.0 TREASURER'S REPORT**

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

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

- Financial Report (draft of year ended December 31, 2023)
- Treasurers Report
- Cash Flow Projections

#### **5.2 Quarterly Financial Reports**

- Balance Sheet
- Cost Analysis

### **• 6.0 CONSENT AGENDA**

- **6.1** Meeting Minutes – December 12, 2023, Board Workshop
- **6.2** Meeting Minutes – December 12, 2023, Board Meeting
- **6.3** Claims List and Bank Purchase Card Expenditures Summary
- **6.4 - removed**
- **6.5** Schedule of 2024 Regular Board Meetings
- **6.6** Schedule of 2024 CAC Meetings
- **6.7** Approval of 2024 CAC Members
- **6.8** Selecting the 2024 Official Newspaper
- **6.9** Selecting the 2024 District Depository Banks
- **6.10** 2024 Board Officer Appointments
- **6.11** 2024 Board Liaison Appointments



- **6.12** Abdo Professional Service Agreement: 2023 Audit
- **6.13** EOR Master Services Consulting Agreement
- **6.14 - removed**  
**Motion to approve consent agenda without 6.4 and 6.14 by Manager Boyles; 2<sup>nd</sup> by Manager Burnett; passed 4-0.**
- **6.4 2024 Permit Fee Schedule**  
**Motion to approve 2024 Permit Fee Schedule and review increase for 2025 by Manager Boyles; 2<sup>nd</sup> by Manager Burnett; Passed 4-0.**
- **6.14 CLA Master Services Agreement and Scope of Work Agreements**
  - Parts A and B are received, part C has not yet been received.**Motion to approve Parts A and B with Part C to be approved administratively when received by Manager Boyles; 2<sup>nd</sup> by Manager Morkeberg; Passed 4-0.**
- **7.0 UPCOMING MEETING/EVENT SCHEDULE:**
  - CAC Meeting, Thursday, January 25, 2024, 6:00 pm (Prior Lake City Hall – Wagon Bridge Conference Room)
  - Board of Managers Retreat, Saturday, January 27, 2024, 9:00 am (Prior Lake City Hall – Wagon Bridge Conference Room)
  - PLOC Cooperators Meeting, Thursday, February 15, 12:00 pm (Prior Lake City Hall – Wagon Bridge Conference Room)
  - Board of Managers Workshop, Tuesday, February 20, 2024, 4:00 pm (Prior Lake City Hall – Council Chambers)
  - Board of Managers Meeting, Tuesday, February 20, 2024, 6:00 pm (Prior Lake City Hall – Council Chambers)
- **8.0 ADJOURNMENT**  
**Motion to adjourn by Manager Morkeberg; 2<sup>nd</sup> by Manager Burnett; Passed 4-0.**
  - Meeting adjourned at 8:00 pm

Respectfully Submitted,  
Ben Burnett, PLSLWD Secretary, 2/13/24



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

## 2024 Board Retreat Minutes

Saturday, January 27, 2024

Prior Lake City Hall, *Wagon Bridge Conference Room*

9:00 AM

Members Present:

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

Staff & Consultants Present:

Joni Giese, District Administrator  
Emily Dick, Water Resources Project Manager  
Carl Almer, EOR, District Engineer

Others Present:

None

• **1.0 CALL TO ORDER:**

The meeting was called to order by President Loney at 9:05 am.

• **2.0 PUBLIC COMMENT**

None

• **3.0 APPROVAL OF AGENDA**

- Agenda changes:
  - Add Prior Lake Orderly Annexation as 4.11.1

**Motion to approve amended agenda by Manager Boyles; 2<sup>nd</sup> by Manager Tofanelli;  
Passed 5-0.**

• **4.0 OTHER OLD/NEW BUSINESS**

**4.1 Upper Watershed Approach for Projects and**

- District Water Project Manager Emily Dick gave an overview of the District's TMDL goals and project suite that could work to accomplishing the goals. Staff presented a recommended 2024 approach which included high phosphorus removal projects and projects with landowner willingness. Projects with willing landowners are eligible for grant funding which improves their cost effectiveness. Project costs and phosphorus reduction were presented and the Board was supportive of the project approach.

#### 4.1.1 Buck Stream Stabilization Update

- The Buck Stream Stabilization project was discussed in order to provide the Board information proceeding a future Board vote on a Scope of Work to support that project. Administrator Giese has authority to approve the initial work (Phase 1) to keep the project moving, and further work will be brought to the Board for approval as Phase 2 Scope of Work.

**Manager Boyles moved to proceed with project as discussed; 2nd by Manager Morkeberg; passed 5-0.**

#### 4.2 Project Implementation: Easement Advancements

- The Board discussed how to support easement advancement with real estate support. Currently Edina Realty is offering the District support. The Board was supportive of maintaining real estate support and additional support if ever needed or a conflict of interest with the Edina Realty representative and a project location.

#### 4.3 Project Funding

- Administrator Giese presented updates and details about each of these:
  - 4.3.1 District Cash Flow
  - 4.3.2 Utilization of Reserves and/or Bonding, low-interest loans
  - 4.3.3 Grant Solicitation for Projects (Fish Lake, Swamp IESF)
  - 4.3.4 PLOC Lining (Possible State Bonding Funds)

#### 4.4 Alum Treatments for 2024/2025?

- Staff developed alum treatment decision trees that were included in the retreat packet.
- Managers discussed the decision trees, asked questions to staff, and provided suggestions for revisions.

#### 4.5 Low Water Levels

- Managers discussed low water levels on District lakes. Additional precipitation is needed to raise water levels.

#### 4.6 2023 Results

- Manager Loney presented a list of highlights from 2023.

#### 4.7 2024 Goals from Board and Staff

- Administrator Giese presented staff goals for 2024.
- The Board discussed and decided our primary goal is to move forward on capital projects to benefit water quality and flood prevention as best we can. Board agreed the current plans are in line to support this.

#### 4.8 Opportunities to Better Collaborate with District Partners

- Board discussed the importance of maintaining collaboration with District Partners.
- Manager Morkeberg inquired with staff, how the board can best help with this.

- The board will help as requested by staff to collaborate and work with our many partners.
- There was a discussion whether role of liaison should be defined better to clarify that liaisons have the ability to decide most appropriate manner for monitoring activity and reporting out District activity. No action was taken.
- The board discussed several liaison appointments. It was discussed that the SWCD liaison will switch from Manager Morkeberg to Manager Tofanelli. Formal liaison appointment action to be taken at future board meeting.
- 4.8.1 Governmental entities within PLSLWD boundaries include:
  - City of Prior Lake
  - City of Shakopee
  - City of Savage
  - Spring Lake Township
  - Sand Creek Township
  - SMSC
  - SWCD
  - Scott County

#### **4.9 Manager Per Diems**

- Administrator Giese presented the current policy. It was determined that current policy is vague. Administrator Giese to provide proposed updated guidance for board consideration.
- These will be presented in the future for approval as needed.

#### **4.10 Potential Revamp of Joint Board/CAC Meeting**

##### **4.10.1 Focus on District Priorities and Budget for 2025**

- Board agreed to move the joint board and CAC meeting from June to May to better accommodate District Priorities and Budget planning.
- Administrator Giese recommended moving the annual CAC Chair report be moved from the joint CAC/Board meeting to a presentation at the board meeting starting in 2025. No action was taken.

#### **4.11 Miscellaneous Topics**

##### **4.11.1 Prior Lake Orderly Annexation**

- Manager Boyles brought forward his understanding of the current status of the Prior Lake orderly annexation of a portion of Spring Lake Township. Managers discussed the likely improvement to water quality (in the long run) associated with transition of land uses in the proposed annexation area. The District will continue to monitor future development to ensure compliance with PLSLWD rules.

#### **• 5.0 ADJOURNMENT**

**Motion to adjourn by Manager Burnett; 2<sup>nd</sup> by Manager Boyles; Passed 5-0.**

- Meeting adjourned at 12:31 pm.

Respectfully Submitted,  
Ben Burnett, PLSLWD Secretary, 2/13/24



### CAC Meeting Minutes

Thursday December 7, 2023  
6:00 – 7:30 PM

#### Attendees:

CAC Members: 4 of 6 members present = 67% (≥50%)

- ☒ Loren Hanson
- ☒ Maureen Reeder
- ☐ Ron Hoffmeyer
- ☒ Curtis Witt
- ☐ Woody Spitzmueller
- ☒ Anna Alswager

Staff: Danielle Studer, Emily Dick  
Board members: Matt Tofanelli  
Other: Lisa Quinn, Richard Schirber

#### CAC Business 6:00 (Meeting called to order at 6:00)

- Approval of the agenda: All ayes
- Approval of September Minutes: First Maureen, Second Curtis, All ayes. Motion carries.
- Review of October/November Board Meetings:
  - Draft Fish Lake Management Plan was reviewed with Spring Lake Township
  - Carp management presentation was given, may move to maintenance level on Upper Prior
  - Boat ramp improvement updates were given- \$500,000 was given from legislature. Updates starting in spring 2024.
  - Anna Alswager was approved as a CAC member.
- Introductions for new member and visiting applicant.
- 2024 Meeting Schedule: Vote
  - 6-7:30pm last Thursday of odd months, except November will be replaced with December 5<sup>th</sup>
  - Motion to approve by Curtis, Seconded by Maureen. All ayes, motion carries.
- 2024 Budget follow-up
  - Question on budget shift-
    - Last meeting a CAC member asked why there was a 20% increase in Projects and Programs from last year. The reason being that the Prior Lake Outlet Channel budget reduced from \$180,000 to \$0.
  - Lake Association Education Request
    - Previous CAC request to reach out to lake associations to see if the District can provide monetary support to lake associations for their creation of educational materials that support lake conservation activities, including wake etiquette. Spring Lake association responded that support would be helpful for printing materials. Prior Lake association wanted to collaborate in

discussion with Ron Hoffmeyer and discussion was delayed until he was present. There was discussion about using different medias to reach different groups. Discussion on using the association of lake associations to see if there are already existing tools to grow from. There was interest in coordinating with local lake association presidents to start.

- MN Watersheds Resolution Process
  - Overview was given on MN Watersheds and how the organization sets its annual resolution. PLSLWD will be a member in 2024, and cannot help shape resolutions or vote on them until we are members. The resolutions for 2024 were set at the annual meeting in the first week of December 2023, but the District will not be able to see them until we are members in January 2024. There is interest in seeing the resolutions in January and bringing back for discussion.
- Recruitment Process/Progress
  - Progress- 1 new member Anna Alswager, 2 applicants
  - 10 Community entry points (places to present and pitch)
    - The group discussed the primary community gathering places that the District could do focused outreach to recruit CAC members. Support was given for tabling events and reaching out to these organizations. Prior Lake ladies night, Rotary clubs, Gentlemen's auto, church councils, church bulletins/programs, park/beach announcement boards and school outdoor clubs were also suggested. Commentary was given on the best contacts to reach out to at organizations. Suggestion to present at public forum at Spring Lake Township meetings. Feedback that handouts were appreciated.
  - Mentoring
    - Someone to ask questions or debrief would be helpful for new members. CAC meeting prep or going to a Board meeting together are other ideas. In future, meet with subcommittee groups to understand what those groups focus on. Budget review and comparison would be helpful. Are there options for better communication between meetings and storing materials (i.e. google drive)?
- Guiding Document review
  - No edits submitted by CAC, and members present were happy with staff suggestions.
- Staff Project Updates
  - Fish Lake Management Plan- staff gave overview of recommended actions in plan for internal and external load treatments
  - Swamp IESF- staff gave overview of three alternatives and cost/benefit
- Actions to discuss next meeting:
  - Loren will email prior to next meeting to organize

Motion to adjourn at 7:42 pm – Motion Curtis, Second Anna. All ayes.

2-20-2024 PLSLWD Board Meeting Materials

2/20/2024

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

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

Vendor	Invoice Link	Description	Amount
<b>1. Watershed District Projects (excluding staff payroll)</b>			
EOR	<a href="#">X</a>	General Engineering	\$ 1,924.00
		Upper Watershed Projects Support	\$ 2,023.50
		District Monitoring Program	\$ 3,711.50
		Permitting	\$ 312.00
		BMP Easements	\$ 989.50
		Buck Stream Stabilization	\$ 2,934.50
Scott SWCD - 2023 Expense	<a href="#">X</a>	TACS Services	\$ 5,585.00
		TACS Management	\$ 2,405.00
		TACS Cost Share	\$ 9,723.00
		Farmer Led Council Services	\$ 3,135.00
		Farmer Led Council Cost Share	\$ 1,205.19
		Monitoring Services - DMP	\$ 87.50
		Permitting - Review, Inspections, Easements	\$ 14,469.50
		Permitting - Admin and Coordination, Expenses	\$ 4,951.89
		Education	\$ 1,744.11
		Upper Watershed - Landowner Liaison	\$ 427.50
		Sutton Lake Drone Survey	\$ 1,335.00
SmithPartners	<a href="#">X</a>	Legal Services - Easement	\$ 295.90
RMB	<a href="#">X</a>	Winter Chloride	\$ 78.00
Gopher State One Call	<a href="#">X</a>	Annual Facility Operator Fee	\$ 50.00
Xcel Energy	<a href="#">X</a>	Utilities	\$ 8.67
		<b>Subtotal</b>	<b>\$ 57,396.26</b>
<b>2. Outlet Channel - JPA/MOA (excluding staff payroll)</b>			
OTT	<a href="#">X</a>	Outlet Structure telemetry service	\$ 171.24
Scott SWCD - 2023 Expense		Monitoring Services - PLOC	\$ 17.50
EOR		2024 PLOC Engineering Assistance	\$ 1,817.50
WSB - Nov 2023 Expense	<a href="#">X</a>	Pipe Lining Design and Plan Preparation	\$ 10,395.00
WSB - Dec 2023 Expense	<a href="#">X</a>	Pipe Lining Design and Plan Preparation	\$ 2,673.00
		<b>Subtotal</b>	<b>\$ 15,074.24</b>
<b>3. Payroll, Office and Overhead</b>			
ADP Manager Per Diems			\$ 1,335.32
ADP Staff Payroll			\$ 30,814.15
ADP Taxes & Benefits			\$ 26,590.50
NCPERS	<a href="#">X</a>	February 2024 Life Insurance Premiums	\$ 96.00
Reliance Standard	<a href="#">X</a>	February 2024 LTD and STD Premiums	\$ 852.04
HealthPartners	<a href="#">X</a>	Health Insurance Premiums - February 2024	\$ 7,266.49
City of Prior Lake	<a href="#">X</a>	Rent (March 2024)	\$ 2,387.03
SmithPartners	<a href="#">X</a>	Legal Services	\$ 866.74
Rymark	<a href="#">X</a>	February Billing (7 workstations)	\$ 865.75
Metro Sales	<a href="#">X</a>	Contract base rate 1/8/2024-2/7/2024	\$ 155.00
Prior Lake Chamber of Commerce	<a href="#">X</a>	Yearly membership dues	\$ 120.00
HDR	<a href="#">X</a>	Website production	\$ 2,297.50
US Bank - see separate summary	<a href="#">X</a>	January Billing	\$ 1,212.22
		<b>Subtotal</b>	<b>\$ 74,858.74</b>
		<b>TOTAL</b>	<b>\$ 147,329.24</b>

Prior Lake-Spring Lake Watershed District  
US Bank Transactions through 1/25/2024

Trans Date	Merchant Name	Amount	Receipt Link	Staff Approval	Class	Customer	Expense	Description
12/26/2024	Ironclad Storage - Covers 12/26 /2023 - 1/25/2024	\$ 260.00	<a href="#">x</a>	Jeff Anderson	611 Operations & Maintenance	Fish Mgmt - Equipment, Storage & Maintenance	876 Field Equipment & Maintenance	Equipment storage.
1/2/2024	Iceberg	\$ 70.00	<a href="#">x</a>	Patty Dronen	626 Planning	Planning and Program Development	703 Telephone, Internet & IT support	Website hosting fee
1/2/2024	Iceberg	\$ 65.00	<a href="#">x</a>	Patty Dronen	626 Planning	Planning and Program Development	703 Telephone, Internet & IT support	Double charged - will be refunded on next month's statement
1/3/2024	Office Max/Office Depot	\$ 7.36	<a href="#">x</a>	Patty Dronen	405 General Fund		706 Office Supplies	Receipt book
1/3/2024	HSEM Tier 2 Reporting	\$ 25.54	<a href="#">x</a>	Jeff Anderson	611 Operations & Maintenance	Hwy 13 Wetland, FeCl System & Desilt Pond	903 Dues/Fees/Subscriptions	2023 Tier II Annual Report
1/9/2024	Microsoft - 2023 Expense	\$ 4.99	<a href="#">x</a>	Patty Dronen	626 Planning	Planning and Program Development	903 Dues/Fees/Subscriptions	Software
1/4/2024	Verizon	\$ 28.08	<a href="#">x</a>	Jeff Anderson	648 Regulation	Easement Inspections & violations	876 Field Equipment & Maintenance	Cell data
1/15/2024	Dollar Tree	\$ 6.77	<a href="#">x</a>	Patty Dronen	PLOC 831	PLOC Televis Outlet Pipe	710 Office Expense Other	Bonding Tour
1/15/2024	Costco	\$ 77.95	<a href="#">x</a>	Patty Dronen	PLOC 831	PLOC Televis Outlet Pipe	902 Meals and Lodging	Bonding Tour snacks
1/16/2024	Jimmy Johns	\$ 85.56	<a href="#">x</a>	Patty Dronen	626 Planning	Planning and Program Development	902 Meals and Lodging	Board Manager Meal
1/20/2024	PayPal-Canva - 2023 Expense	\$ 14.99	<a href="#">x</a>	Patty Dronen	626 Planning	Planning and Program Development	903 Dues/Fees/Subscriptions	software
1/18/2024	U of M - Continuous Learning	\$ 399.00	<a href="#">x</a>	Emily Dick	626 Planning	Training	904 Staff & Board Training	Training
1/17/2024	GroupGreeting	\$ 5.41	<a href="#">x</a>	Joni Giese	405 General Fund		710 Office Expense Other	Sympathy card
1/23/2024	Adobe	\$ 111.57	<a href="#">x</a>	Patty Dronen	626 Planning	Planning and Program Development	903 Dues/Fees/Subscriptions	Software
1/23/2024	MN Lake Mgmt. Society Symposium	\$ 50.00	<a href="#">x</a>	Zach Nagel	626 Planning	Training	904 Staff and Board Training	Training
	<b>TOTAL</b>	<b>\$ 1,212.22</b>						





<b>Subject  </b>	Jeffers Pond 10 <sup>th</sup> Addition Development Agreement	
<b>Board Meeting Date  </b>	February 20, 2024	<b>Item No:</b> 6.6
<b>Prepared By  </b>	Kristin Weinandt, Scott SWCD	
<b>Attachments  </b>	1) Project Location Map 2) Jeffers Pond 10 <sup>th</sup> Addition Development Agreement	
<b>Proposed Action  </b>	Motion to approve the Jeffers Pond 10 <sup>th</sup> Addition Development Agreement	

### **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 a conservation easement. The development agreement provides a means for the District to recover costs associated with the acquisition of the easements including title work, staff time, and engineering review. It also ensures the easement area is properly established and vegetated to filter runoff.

### **Discussion**

Scott SWCD staff is working with the property owner, Jeffers Pond 10<sup>th</sup> Addition, on behalf of the District to establish a conservation easement that will protect the required buffer 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 with the Scott County Land Records Office.

### **Recommendation**

District staff recommends the Board of Managers approve the Jeffers Pond 10<sup>th</sup> Addition Development Agreement.

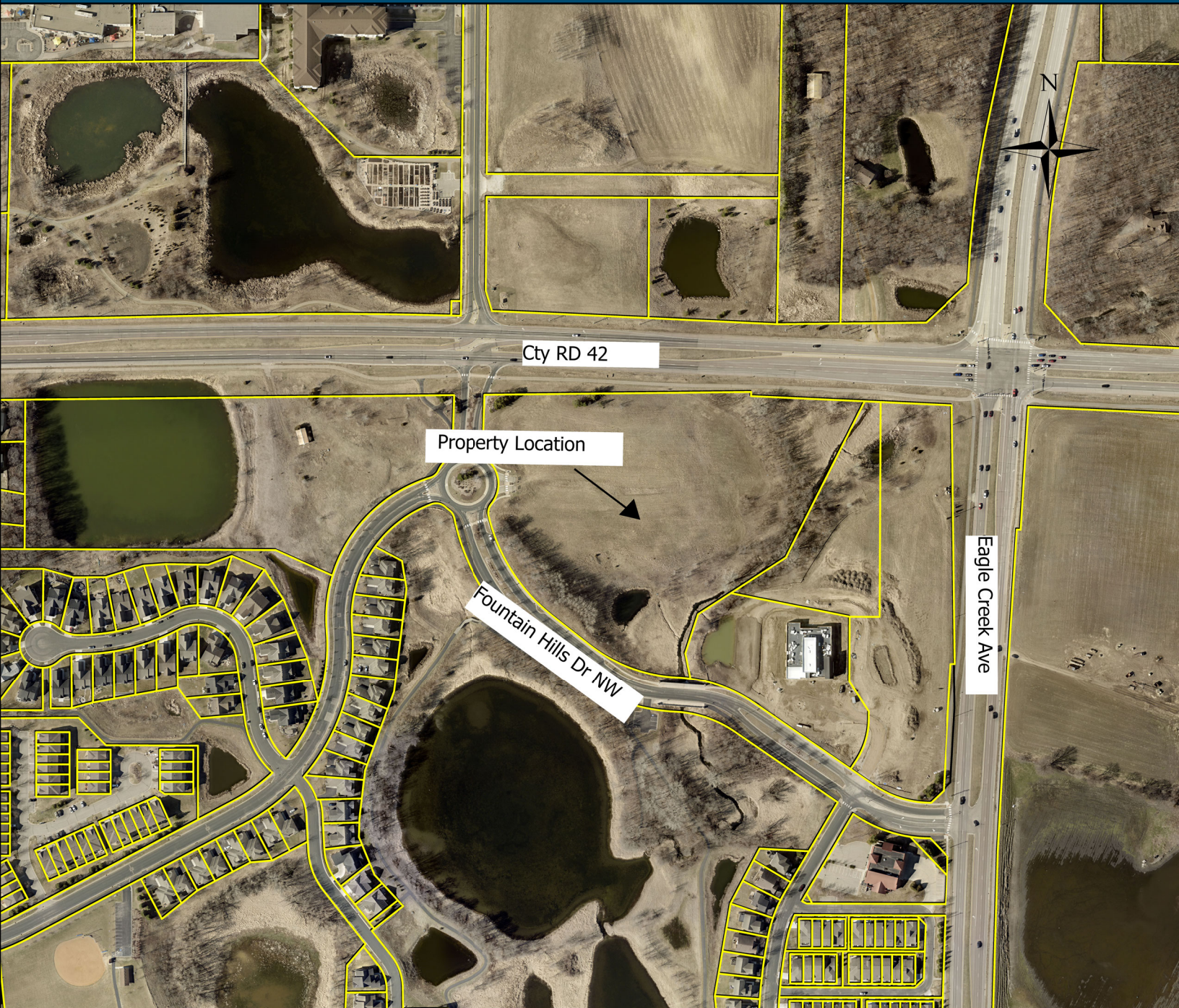




**PRIOR LAKE  
SPRING LAKE**  
WATERSHED DISTRICT

# AERIAL MAP

## Jeffers Pond 10th Addition



### Legend

 2022 Parcels Master

A summary of the property legal description is: All that part of Outlot C, JEFFERS POND FIRST ADDITION, according to the recorded plat thereof, Scott County, Minnesota, lying westerly and northwesterly of the following described line:

Commencing at the northeast corner of Section 27, Township 115, Range 22 said Scott County; thence on an assumed bearing of South 88 degrees 59 minutes 23 seconds West, along the north line of the Northeast Quarter of said Section 27, a distance of 206.70 feet to the point of beginning; thence South 26 degrees 21 minutes 52 seconds West, a distance of 568.80 feet; thence South 56 degrees 43 minutes 52 seconds West, a distance of 271.19 feet; thence South 17 degrees 44 minutes 52 seconds West, a distance of 106.71 feet; thence South 11 degrees 54 minutes 40 seconds East, a distance of 67.41 feet to the northerly right of way line of Fountain Hills

Drive as delineated and dedicated on said JEFFERS POND FIRST ADDITION and there terminating.



### DEVELOPMENT AGREEMENT

This Agreement is made this 9<sup>th</sup> day of February, 2024, between Jeffers Foundation, a 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 redevelop certain land located in Scott County, Minnesota, and legally described in Exhibit A (the "Property").

B. As a condition of the approval for the redevelopment of the Property, City of Prior Lake requires that the Declarant grant the Watershed District a conservation easement over a buffer strip around the perimeter of wetlands and watercourses 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 and watercourses 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.** 30 days prior to the recording of the final plat 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, along with any required mortgage consent in accordance with Paragraph 4. The District will execute the Conservation Easement, file it for recording, and will hold it 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 with the Conservation Easement.

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. 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, review, implementation, and enforcement of the Conservation Easement, including but not limited to, District staff time, Owners & Encumbrances report cost, title policy cost, recording fees, new and replacement monuments, and engineering & attorneys' fees. 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 with a cash escrow to ensure the protection and, if necessary, restoration of Conservation Area vegetation in accordance with Exhibit B, and the required installation of buffer signs. The amount of the escrow will be calculated based on a rate of \$.05 per square foot of buffer area when the final area of the buffer is determined, and shall be remitted along with the signed Conservation Easement under Paragraph 3. 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 5 and the escrow requirement of this paragraph 11 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 at 2605 Fernbrook Lane N, Suite B-1, Plymouth, MN 55447, and to Watershed District Administrator 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 9<sup>th</sup> day of February 2024.

OWNER:

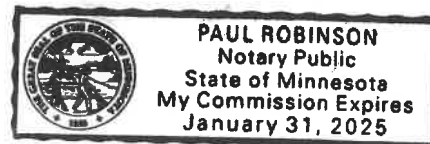
By: Kelly Johnson, CFO  
Jeffers Foundation, Kelly Johnson CFO/CEO

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2024, by Kelly Johnson the CFO/CEO of Jeffers Foundation, a company.

[Signature]  
Notary Public

My Commission Expires: January 31, 2025



### ACCEPTANCE

The Prior Lake-Spring Lake Watershed District hereby accepts the foregoing Development Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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 \_\_\_\_\_, 2024, 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:**

All that part of Outlot C, JEFFERS POND FIRST ADDITION, according to the recorded plat thereof, Scott County, Minnesota, lying westerly and northwesterly of the following described line:

Commencing at the northeast corner of Section 27, Township 115, Range 22 said Scott County; thence on an assumed bearing of South 88 degrees 59 minutes 23 seconds West, along the north line of the Northeast Quarter of said Section 27, a distance of 206.70 feet to the point of beginning; thence South 26 degrees 21 minutes 52 seconds West, a distance of 568.80 feet; thence South 56 degrees 43 minutes 52 seconds West, a distance of 271.19 feet; thence South 17 degrees 44 minutes 52 seconds West, a distance of 106.71 feet; thence South 11 degrees 54 minutes 40 seconds East, a distance of 67.41 feet to the northerly right of way line of Fountain Hills Drive as delineated and dedicated on said JEFFERS POND FIRST ADDITION and there terminating.

**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

February 15, 2024

**Subject |** Buck Stream Stabilization: Phase 2 Work Order

**Board Meeting Date |** February 20, 2024

**Item No:** 6.7

**Prepared By |** Emily Dick, Water Resources Project Manager

**Attachments |** Buck Stream Stabilization: Phase 2 Work Order

**Proposed Action |** Motion to approve Buck Stream Stabilization: Phase 2 Work Order

### **BACKGROUND**

The District has sought to find solutions for flooding and water quality improvement in the Upper Watershed in order to serve the mission of the District and meet Total Maximum Daily Load reduction goals on Spring Lake. The Upper Watershed Blueprint identified projects which would contribute to these goals, including the Buck Stream Stabilization. Board managers were presented with

### **DISCUSSION**

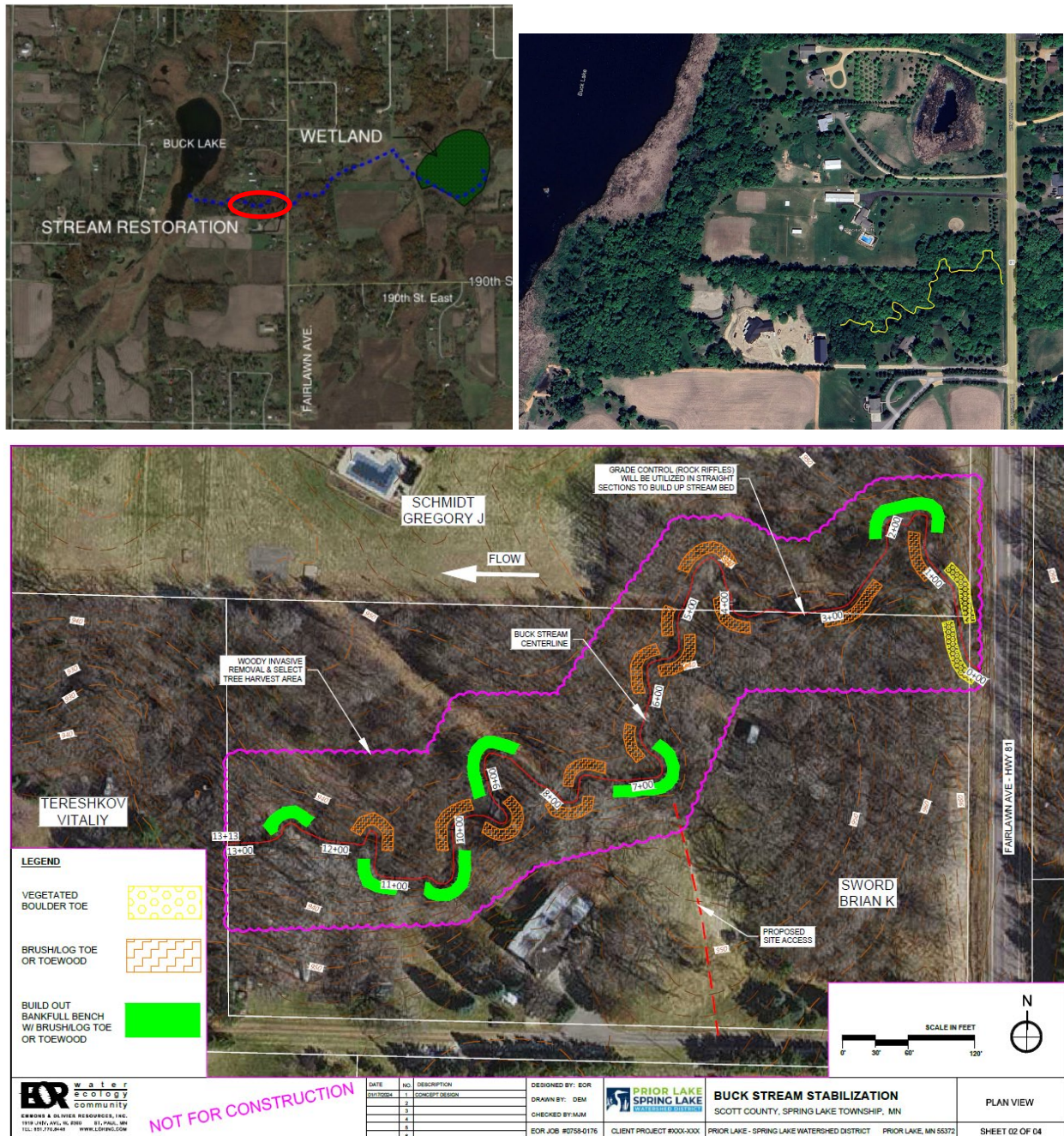
#### *Project Identification and Funding*

District staff and Soil and Water Conservation District (SWCD) staff have confirmed the project area is highly erosive with several site visits and preliminary surveying. Landowners have expressed interest in stabilizing the stream banks. SWCD staff have \$75,000 of Clean Water Funding that expires at the end of 2024 which can be utilized to serve this purpose. The District 2024 Budget includes \$138,000 for the Buck Stream Stabilization project. The total project cost will be within the existing budget and grant funds (\$213,000) as follows:

Project engineering & support construction observation (EOR)	\$37,500
Project bidding, construction administration (Scott SWCD)	\$15,000
Estimated construction costs	\$160,500
<b>Total Project Budget</b>	<b>\$213,000</b>



### Project Location and Concept



The project is expected to remove invasive buckthorn and utilize the woody debris on site to build natural bank stabilization structures. Native planting will replace buckthorn and help stabilize banks.

### Project Benefit

Due to the available funding and landowner willingness, the project was included in the 2024 Upper Watershed approach with favorable Board feedback at the 2024 Board Retreat. The Buck

Stream Stabilization is expected to provide significant erosion control and sediment reduction. The Buck subwatershed contributes 2 tons of suspended solids according to the Upper Watershed Blueprint, and this project would significantly reduce that. The projected Phosphorus load reduction is 10 lbs/year. The expected longevity of the benefits is long-term, as it establishes floodplain reconnection and native vegetation which naturally provide bank stabilization over long periods of time until major disruptions. For the purposes of estimating cost benefit, a period of 50 years benefit was used. The total cost to the District is \$138,000. The Buck Stream Stabilization project costs out to \$425/lb of Phosphorus for the total project cost, and \$276/lb of Phosphorus for the District's contribution to the project

#### *Proposed Work Order*

EOR has provided the initial site evaluation and preliminary concept design and estimate for the project. After favorable Board feedback at the January 27 Board Retreat, District Administrator approved Phase I of the Work Order for \$10,000 to proceed with initial design and landowner outreach. Further engineering services are needed to develop the project design, inform and obtain permits, support construction observation, and prepare as-builts. The proposed Phase 2 Work Order encompasses these tasks for a total of \$37,500.

#### **RECOMMENDATION**

District staff recommend that the Board approve the Buck Stream Stabilization: Phase 2 Work Order.



## SCOPE OF SERVICES 2 of 2

### BUCK STREAM BANK STABILIZATION

PLSLWD
CLASS: 626 - Planning
PROJECT: Buck Stream Bank Stabilization

EOR
JOB: 00758-0176
PHASE: N/A TASK: N/A

START DATE: 1/29/2024

END DATE: 12/31/2024

TOTAL PROJECT BUDGET: \$37,500

**OVERVIEW OF PROJECT SCOPE:** In November 2023, District and Scott SWCD staff invited EOR to walk a pre-selected reach along a MNDNR Public Water Stream southeast of and tributary to Buck Lake, immediately west of Fairlawn Avenue, to discuss bank stabilization practices to be considered for a proposed stream bank stabilization project (Figure 1). In January 2024, District staff requested EOR to prepare a scope of services to assist the District and Scott SWCD with design, permitting, and construction services to implement the project. Scott SWCD has secured a grant to partially fund the project, and the grant is set to expire in December 2024. As a result, all engineering and construction services need to be completed by December 2024.

The following scope outlines the anticipated tasks, hours, and schedule to advance the project final design, obtain all necessary permits, and complete construction by the end of December 2024. Note the initial concept design and partial data analysis for this project will be completed under a separate scope of services (Scope 1 of 2).

#### PROJECT TEAM

PLSLWD	
<b>PROJECT LEAD:</b>	Emily Dick, District Project Manager
<b>OTHER STAFF:</b>	Joni Giese, District Administrator, Danielle Studer, District Specialist
SCOTT SWCD	
<b>PROJECT LEAD:</b>	Troy Kuphal, District Administrator
<b>OTHER STAFF:</b>	Andy Porupsky, Resource Conservationist
EOR	
<b>PROJECT LEAD (HRS):</b>	Mike Majeski (24)
<b>OTHER STAFF (HRS):</b>	Mark Prancus (103), Dan Mossing (47), Kim Walsh (14), Jimmy Marty (8), Carl Almer (8)





Figure 1. Location of proposed Buck Stream bank stabilization project (yellow line) west of Fairlawn Avenue.

## SUMMARY OF TASKS

TASK 1: Final Design Services	
<b>SUMMARY:</b>	EOR will develop 90% and final construction plans, construction quantity and cost estimates, specifications, and other construction documents, and prepare a construction project manual.
<b>DELIVERABLES:</b>	<ol style="list-style-type: none"> <li>1) Final Plans &amp; Construction Documents</li> <li>2) Engineers Estimate of Probable Cost</li> <li>3) Project SWPPP</li> </ol>
<b>TIMELINE:</b>	March – April 2024
<b>ESTIMATED COSTS:</b>	\$12,600
TASK 2: Permitting & Related Services	

<b>SUMMARY:</b> EOR will complete the USACE Joint Application and assist Scott SWCD with securing any required local permits. A Level 1 wetland review and a Wetland Conservation Act no-loss application will be completed as part of this task.	
<b>DELIVERABLES:</b> <ol style="list-style-type: none"> <li>1) USACE and WCA No Loss Joint Application</li> <li>2) Level 1 Wetland Review</li> <li>3) MNDNR NHIS Rare Features Review</li> </ol>	
<b>TIMELINE:</b> March – May 2024	
<b>ESTIMATED COSTS:</b> \$3,600	
<b>TASK 3: Construction Management</b>	
<b>SUMMARY:</b> Construction management services will include assistance with construction bidding (provide responses to questions as needed), contractor recommendation, pre-construction meeting, construction oversight (including tree harvest), project close-out inspection, preparation of contractor punchlist, and complete as-built record drawing.	
<b>DELIVERABLES:</b> <ol style="list-style-type: none"> <li>1) Provide Responses to Contractor Bid Questions</li> <li>2) Pre-Construction Meeting</li> <li>3) Tree Marking and Oversight of Harvest</li> <li>4) Construction Oversight &amp; Images</li> <li>5) Construction Close-Out Inspection &amp; Develop Punchlist</li> <li>6) As-built Record Drawing</li> <li>7) Project Management</li> </ol>	
<b>TIMELINE:</b> August – September 2024 (Construction Implementation)	
<b>ESTIMATED COSTS:</b> \$21,300	

#### ESTIMATED COST SUMMARY

DESCRIPTION	HOURS/ QUANTITY	ESTIMATED COST
<b>TASK 1:</b> Design Services	74	\$ 12,600
<b>TASK 2:</b> Permitting & Related Services	20	\$ 3,600
<b>TASK 3:</b> Construction Services	110	\$ 21,300
<b>EXPENSES:</b> Mileage Equipment Rental Other	***Included in Task 3 estimated cost***	
<b>TOTAL</b>		<b>\$37,500</b>

*NOTE: Actual costs may differ from the estimated task costs, but the project must not exceed the TOTAL.*

**ASSUMPTIONS:** The estimated cost summary for the execution of the tasks in this Scope of Services is based upon the following assumptions:

- 1) Scott SWCD to secure all local permits required for the project such as a grading permit and land alteration permit, if required. EOR to complete USACE Joint Application and will provide any site data needed for completion of local permits (e.g., excavation volumes, area of disturbance).
- 2) The proposed project will be covered by the existing Scott SWCD General Permit with MNDNR.
- 3) Level 2 wetland delineation services will not be required for the project. EOR will complete a Level 1 wetland review and submit a no-loss application to WCA to satisfy wetland permitting obligations for project. A Level 2 wetland delineation can be completed as part of a separate scope of services if needed.
- 4) It is assumed a no-rise analysis will not be required since there are no mapped FEMA floodplains along the project reach. A no-rise analysis can be completed as part of a separate scope of services if needed.
- 5) Scott SWCD to solicit and tabulate bids. EOR staff will provide answers to questions during the bidding process and assist with contractor selection.
- 6) EOR staff to provide construction oversight during the first 5 days of construction and Scott SWCD staff to provide construction oversight for the remainder of project construction. It is anticipated that Scott SWCD staff will overlap construction oversight with EOR staff during the beginning of construction to gain experience with implementing the project as designed.
- 7) Scott SWCD to complete post-construction stream survey (if required); EOR to provide as-built record drawing.

**SIGNATURES:** The services described in this Scope of Services are being provided in accordance with the Master Services Consulting Agreement between PLSLWD and EOR dated January 17, 2024. Any changes to the project team, tasks, deliverables, timeline, or total cost will require a signed amendment/update to this Scope of Services.

Prior Lake-Spring Lake Watershed District

Emmons & Olivier Resources, Inc.

Signature: \_\_\_\_\_

Name: Joni Giese

Title: District Administrator

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

Signature: \_\_\_\_\_

Name: Carl K. Almer

Title: Water Resources Lead

Date: January 29, 2024



# PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

<b>Subject  </b>	Resolution 24-377: PLOC MOA Emergency Fund Interest Transfer	
<b>Board Meeting Date  </b>	February 20, 2024	<b>Item No: 6.8</b>
<b>Prepared By  </b>	Joni Giese, District Administrator	
<b>Attachments  </b>	CLA Board Resolution Letter	
<b>Proposed Action  </b>	Resolution 24-377: Transferring PLOC MOA Emergency Fund Interest to the PLOC Operations and Maintenance Fund, effective December 31, 2023	

## **Background**

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

## **Discussion**

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

A formal resolution in the District's resolution format will be made available at the board meeting for board review and approval.

## **Recommendation**

District staff recommends approval of Resolution 24-377: Transferring PLOC MOA Emergency Fund Interest to the PLOC Operations and Maintenance Fund, effective December 31, 2023.



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

phone 612-376-4500 fax 612-376-4850  
[claconnect.com](http://claconnect.com)

February 5, 2024

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

Board of Managers:

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

#### **BOARD RESOLUTION**

##### **Action**

The Board approves a total transfer of \$10,100 from the JPA/MOA Emergency Fund to the JPA/MOA Operations Funds as explained below. This transfer will be effective December 31, 2023.

The JPA/MOA agreement was revised during 2020. As part of that revision, interest income in excess of \$10,000 that accumulates in the Emergency Fund is required to be transferred annually to the Operations Fund and used to offset costs. The transfer amount of \$10,100 represents the amount of accumulated interest income in excess of \$10,000 at the end of 2023.

Respectively Submitted,

A handwritten signature in black ink, appearing to read 'Christopher Knopik', is written over a light blue horizontal line.

Christopher Knopik, CPA, CFE  
District Accountant





**Subject |** CAC Operating Guidelines

**Board Meeting Date |** February 20, 2024

Item No: 6.9

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

**Attachment |** CAC Operating Guidelines (tracked changes)

**Proposed Action |** Motion to approve CAC Operating Guidelines as proposed.

### **Background**

The CAC (Citizen Advisory Committee) Operating Guidelines state “These operating guidelines shall be reviewed annually in January by the Citizen Advisory Committee and any amendments agreed to by a majority vote of the Committee shall be proposed to the Board of Managers for consideration and adoption.”

### **Discussion**

At the January 25, 2024, CAC meeting, CAC members voted unanimously in support of the changes to the CAC Operating Guidelines shown in the attachment “CAC Operating Guidelines (tracked changes)”.

The Operating Guidelines document approved by the CAC reflects several changes recommended by staff to the previous document (see tracked changes). These changes are summarized as follows:

- Changes to the “Vacancies” section to simplify language, reflect the current appointment process, and allow for terms to begin at membership approval.
- Remove the authority of the Chair to assign duties to the Vice Chair.
- Set an end time for CAC meetings.
- Remove redundancy from language regarding Special Meetings.

### **Recommendation**

Motion to approve CAC Operating Guidelines as proposed.

## Prior Lake-Spring Lake Watershed District Citizen Advisory Committee Operating Guidelines

### SECTION 100: PURPOSE

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- 101:** The purpose of these operating guidelines is to provide a set of operating procedures for the Citizen Advisory Committee ("Committee") and to establish a code of ethics and conduct.

### SECTION 200 COMMITTEE

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- 201:** COMMITTEE CREATED: A Citizen Advisory Committee is hereby created for the Prior Lake - Spring Lake Watershed District. The purpose of the Committee is to advise the District Board and staff on issues related to lakes and other water resources within the Prior Lake - Spring Lake Watershed District.
- 202:** DUTIES OF THE COMMITTEE: The duties of the Citizen Advisory Committee are as follows:
1. Research, study and make recommendations to the District Board and staff on the information contained within the "Water Resources Management Plan."
  2. Research, study and make recommendations to the District Board and staff on other pertinent information as outlined by the District.
  3. The Committee Chair shall give an accounting of the Committee's activities with respect to its goals and objectives before the District Board annually.
  4. Specific powers, duties and responsibilities may be assigned to the Committee by the District Board of Managers.
- 203:** SUBCOMMITTEES: The Committee may divide its membership into subcommittees, as it deems necessary, to implement its goals and objectives. Subcommittees must have a minimum of three members to be formed.
- 204:** COMPOSITION: The Committee shall be composed of a minimum of five (5) but no more than (12) twelve members appointed by the Board of Managers for three (3) year terms. To be eligible for appointment, an applicant must reside in the watershed district and have resided in the watershed district for at least (30) days prior to appointment.

A committee member may serve no more than two consecutive terms and may reapply after a one-year absence. At the end of a committee member's term, the member must reapply for membership to the committee to be reconsidered for membership by the Board of Managers.

**205:** VACANCIES: When ~~an appointed member of the Citizens Advisory Committee completes their term, resigns, is terminated, or otherwise vacates a seat on the Committee~~there is a vacancy on the Citizen Advisory Committee, the District Board shall appoint a replacement in the following manner:

1. Applications are solicited. The vacancy is made public and individuals are encouraged to apply for the position.
2. The District Board liaison, staff liaison, or their designee, and CAC Chair shall review all candidate applications and make a recommendation to the District Board.
3. The District Board may accept or reject the recommendation. If the recommendation is approved, the three-year term shall begin at the month of approval. If the recommendation is rejected, ~~the District shall appoint another applicant decide to reopen the~~ vacancy will remain open to consider new candidates as applications are received.
4. Candidates are recommended by the following criteria: availability to attend meetings, diverse representation of community interests (such as farming, lake shore ownership, Shakopee Mdewakanton Sioux Community member, location in the watershed), applicable background, interest and passion for Committee involvement, and ability to comply with the operating guidelines.

~~If an appointed member vacates their seat before the end of their term, the member appointed by the Board of Managers to fill their seat shall serve three years from the date of appointment.~~

If the Office of Chair, Vice-Chair, or Secretary becomes vacant, the Committee shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

**206:** OFFICERS: The Citizen Advisory Committee shall elect from among its members a Chair, a Vice-Chair, and a Secretary. Elections will occur annually at the January meeting and officers will be elected by a majority vote of the Committee given that there is a quorum. Terms shall begin in February and expire the following January.

1. Chair: The duties of the Chair shall include review and approval of meeting agendas, presiding at meetings, reporting to the District Board, designating a representative to attend monthly District Board meetings as necessary and representation of the Committee as appropriate.
2. Vice-Chair: The Vice-Chair shall perform the duties of the Chair in his/her absence. ~~The Vice-Chair shall assume such other duties as assigned by the Chair.~~
3. Secretary: The Secretary shall be responsible for recording and compiling a written summary of all official activities of the Committee including meeting minutes. If absent, the Secretary shall find a replacement to fill their duties.



- 207:** TERMINATION: Failure to comply with the operating guidelines may be reported to the Board of Managers and may result in termination at the Board's discretion.

## **SECTION 300 MEETINGS**

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- 301:** MEETING SCHEDULE: Regular meetings shall be held the last Thursday of odd-numbered months (January, March, etc) ~~at~~ from 6:00 p.m. to -7:30 p.m. at the Prior Lake City Hall, 4646 Dakota Street S.E., Prior Lake, Minnesota. In the event that such a date shall fall on a legal holiday, the meeting shall be rescheduled. Regular meetings may be rescheduled, cancelled or changed depending upon unique circumstances and subject to the approval and consent of the Chair and/or Vice-Chair.
- 302:** NOTIFICATION: All regular and special meetings of the Committee shall be noticed by:
1. Posting at the District Office or on the District's website for at least two (2) days prior to the meeting.
  2. A copy of the notice, agenda and accompanying material shall be prepared by staff and received by the Committee, District staff and others designated by District Board and staff, no later than the Tuesday prior to the Thursday meeting and in no case later than two (2) days prior to a special meeting.
  3. A copy of the agenda and meeting materials will be available for the public at the meeting.
- 303:** SPECIAL MEETINGS: Special Meetings of the Committee may be called by the Chair, or two (2) members of the Committee for the purpose of transacting any specified business ~~designated in the call. Members may recommend calling a special meeting but must receive approval from either the Chair or two members of the Committee. The call for a special meeting may be delivered prior to the time of the proposed meeting to each member of the Committee at least two (2) days prior to the special meeting.~~ At such meetings, no business shall be considered other than as ~~designated in the call~~ specified in the notice. The notification provisions of Section 302 shall be followed.
- 304:** QUORUM FOR REGULAR AND SPECIAL MEETINGS: For the purpose of conducting its business, attendance of fifty (50) percent or more of Committee members shall constitute a quorum. However, a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Committee upon a vote of a majority of the Committee present.
- 305:** CONDUCT OF BUSINESS AT MEETINGS: The agenda for a regularly scheduled meeting shall include the following items of business:

1. Call to Order
2. Review of minutes of previous meeting(s)
3. Old Business
4. Staff Update
5. New Business
6. Adjournment

Meetings will use Roberts rules to conduct business.

- 306:** VOTING: All members of the Committee have equal voting authority.
- 307:** CONDUCT: All members of the Committee shall conduct themselves with decorum fitting their position as citizen representatives as well as conduct themselves in an ethical and transparent manner (including disclosing potential conflicts of interest) in support of the Watershed District's mission and goals. Members shall act in a respectful manner to all committee members, District Staff, and the public.
- 308:** ATTENDANCE: Committee members are expected to attend Committee and Subcommittee meetings. A Committee member's failure to attend one third of meetings annually may be reported to the Board of Managers.

#### **SECTION 400**

#### **BOARD/STAFF COORDINATION**

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- 401:** STAFF LIAISON ROLE: A staff liaison is expected to attend each CAC meeting unless otherwise directed by the Board.  
Staff will be responsible for:
- Preparing agendas with CAC chair and Board liaison.
  - Assisting the CAC Chair in matters related to running meetings.
  - Coordinate attendance by consultants and other staff as needed.
  - Preparing memorandums for CAC recommendations to the Board.
- 402:** BOARD LIAISON ROLE: A Board liaison is expected to attend each CAC meeting unless otherwise directed by the Board.  
Board liaison will be responsible for:
- Preparing agendas with CAC chair and Staff liaison.
  - Providing updates to the CAC from Board meetings.
  - Providing updates to the Board from CAC meetings.
- 403:** PROCESS FOR BOARD CONSIDERATION: The Committee may bring recommendations, requests, or updates to Board workshops and meetings. To present materials or opinions as coming from the CAC, the underlying material/opinion must be approved by the majority vote of a quorum of the CAC. If an item is not approved by majority vote, a Committee member(s) may choose to present the item as an individual resident(s) during the Board meeting Public Comment section. If an item is approved by a majority vote, the following schedule will apply:

- Upon vote to present material, CAC selects a CAC representative for this proposed agenda item. The CAC representative will work with Staff and be the primary presenter at the meeting/workshop.
- At least eleven days prior to the Board meeting/workshop, the CAC representative notifies Staff of the item they would like to include on the Board agenda.
- Eight days prior to the Board meeting/workshop, the Board Chair will set the agenda.
- Seven to six days prior to the Board meeting/workshop, Staff will share with the CAC representative whether the CAC item is included on the agenda set by the Board Chair. If included, Staff will prepare memorandums regarding CAC material. CAC representative will provide Staff with any additional material to include in the Board workshop and meeting packets.
- Five days prior to the Board meeting/workshop, workshop/meeting packets are distributed to the Board of Managers and individuals that have requested to be on the board packet distribution list.
- Four days prior to the Board meeting/workshop, packets are uploaded to the District website. CAC representative supplies Staff with any PowerPoints or supplemental materials they would like to have projected during the CAC agenda item.
- CAC representative presents at the Board meeting/workshop as noted in the agenda.
- Board provides feedback to CAC. Examples include: request for more information, Board vote or motion, request for District Staff to provide recommendations or directs District Administrator to take specific actions.
- If applicable, District Administrator directs Staffing to accomplish work.

## **SECTION 500 AMENDMENTS**

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**501:** AMENDMENTS: These operating guidelines shall be reviewed annually in January by the Citizen Advisory Committee and any amendments agreed to by a majority vote of the Committee shall be proposed to the Board of Managers for consideration and adoption.



**Subject |** Upper Watershed Work Order

**Board Meeting Date |** February 20, 2024

**Item No:** 6.10

**Prepared By |** Emily Dick

**Attachments |** Upper Watershed Work Order

**Proposed Action |** Motion to approve the Upper Watershed Work Order.

### **Background**

The District has an invested interest in developing water quality projects in the Upper Watershed to meet TMDL load reductions for Spring Lake. Over the course of the last several years the District has taken many strides to prioritize and implement effective water quality projects in the Upper Watershed. Essential to the implementation of projects is a collaboration with willing landowners. In initial conversations, it is clear that alternatives developed in feasibility studies may need to be adapted to fit within landowner interests. Additionally, assessing alternate locations is crucial when proposed locations do not have willing landowners. It is essential to have engineering support to provide preliminary feasibility support, and develop initial concepts with the landowners. EOR has provided this support informally through their “General Engineering” budget line item in years past.

### **Discussion**

Emmons & Olivier Resources, Inc. (EOR) and PLSLWD executed a Master Services Agreement in 2024 to retain EOR’s water resource engineering and consulting services for District needs throughout the calendar years of 2024 and 2025. The Master Services Agreement outlines that services related to a specific project shall be agreed upon by the parties and outlined in a work order.

The purpose of this work order is to assist District staff with the initial landowner engagement and feasibility of priority water quality projects in the Upper Watershed. The intent is to build in coordination with landowners in initial concept scoping prior to in-depth feasibility studies in order to increase the likelihood of an implementable design. In 2023, this work was crucial to the development of conversations with landowners in the Spring West Wetland and IESF, and Sutton IESF alternative locations. In 2023, EOR’s assistance for these items were billed under General Engineering. In an effort to be more proactive, intentional and transparent of Upper Watershed preliminary feasibility work, an Upper Watershed EOR scope of work is proposed for work in 2024 that will be funded within the approved Upper Watershed budget.

### **Recommendation**

Staff recommends a motion to approve the Upper Watershed Work Order.



## SCOPE OF SERVICES

### UPPER WATERSHED PROJECTS ENGINEERING ASSISTANCE

PLSLWD
CLASS: 626 - Planning
PROJECT: Upper Watershed Projects

EOR
JOB: 00758-0171
PHASE: 3                      TASK: 3

START DATE: 2/21/2024

END DATE: 12/31/2024

TOTAL PROJECT BUDGET: \$20,000

**OVERVIEW OF PROJECT SCOPE:** The District's Water Resource Management Plan and the MPCA-assigned Total Maximum Daily Load (TMDL) both direct the District to reduce phosphorus loading to Spring, and therefore Prior Lakes. In order to make progress towards this goal, the District has sought to identify and prioritize projects in the Upper Watershed that would provide phosphorus load reductions. The Upper Watershed Blueprint and several subsequent feasibility studies have identified a suite of potential projects to work towards the watershed load reduction goal of 2,959 lbs of phosphorus per year.

In an effort to aid in Board discussion, prioritization, and comparison of Upper Watershed projects, EOR and District staff aligned past study cost and effectiveness assumptions. In early 2024, the Board accepted District staff's recommended approach for 2024 targeting of six Upper Watershed projects. The purpose of this scope of work is to assist District staff with landowner engagement which may include meetings, project sketches, refinement of estimated costs, preliminary feasibilities for alternate sites or treatment methods, and other engineering assistance in order to advance project implementation.

#### PROJECT TEAM

PLSLWD
<b>PROJECT LEAD:</b> Emily Dick, District Project Manager <b>OTHER STAFF:</b> Joni Giese, District Administrator Danielle Studer, District Specialist
EOR
<b>PROJECT LEAD (HRS):</b> Carl Almer <b>OTHER STAFF(HRS):</b> Marla Brown, Joe Castaneda, Britta Hansen, Mike Majeski, Jimmy Marty, Dan Mossing, Mark Pranckus, Trevor Rundhaug, Mike Talbot, Sara Voje, Anne Wilkinson

**SUMMARY OF TASKS**

<b>TASK 1: Engineering Assistance</b>	
<b>SUMMARY:</b>	This task consists of preparing sketch plans, exhibits and preliminary feasibilities to advance landowner acceptance, grant eligibility, and/or implementation of projects primarily focused on reducing phosphorus loading from the Upper Watershed. Anticipated project engineering assistance in 2024 includes, but is not limited to: <ul style="list-style-type: none"> <li>• General upper watershed project preliminary feasibility</li> <li>• MB CD-13 IESF prelim feasibility and outreach assistance</li> <li>• Spring West IESF alternate study/prelim feasibility</li> <li>• Buck FeCl3 outreach assistance and SOW assistance</li> <li>• Buck stream restoration concept and preliminary feasibility</li> <li>• Sutton Lake drone analysis</li> </ul>
<b>DELIVERABLES:</b>	1) TBD
<b>TIMELINE:</b>	February – December 2024
<b>ESTIMATED COSTS:</b>	\$20,000

**ESTIMATED COST SUMMARY**

DESCRIPTION		HOURS/ QUANTITY	ESTIMATED COST
<b>TASK 1:</b>	Engineering Assistance	120+/-	\$ 20,000
<b>EXPENSES:</b>	Mileage Equipment rental Other	***Included in the above estimated costs***	
		<b>TOTAL</b>	<b>\$20,000</b>

**ASSUMPTIONS:** The estimated cost summary for the execution of the tasks in this Scope of Services is based upon the following assumptions:

- 1) Landowner meetings, if needed, to be convened in-person
- 2) Staff coordination meetings to be convened virtually

**SIGNATURES:** The services described in this Scope of Services are being provided in accordance with the Master Services Consulting Agreement between PLSLWD and EOR dated January 17, 2024. Any changes to the project team, tasks, deliverables, timeline, or total cost will require a signed amendment/update to this Scope of Services.

Prior Lake-Spring Lake Watershed District

Emmons & Olivier Resources, Inc.

Signature: \_\_\_\_\_

Name: Joni Giese

Title: District Administrator

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

Signature: \_\_\_\_\_

Name: Carl K. Almer

Title: Water Resources Lead

Date: February 12, 2024





**Subject |** 2024 Three Rivers Parks District Water Quality Monitoring Contract

**Board Meeting Date |** February 20, 2024

**Item No:** 6.11

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

**Attachments |** 2024 TRPD Lake Monitoring Contract

**Action |** Motion to approve the 2024 TRPD Lake Monitoring Contract

### **Background**

Since around 2004, Three Rivers Parks District (TRPD) has been monitoring the water quality on District Lakes. The data collected is used to create trends, assess project and program goals, as well as drive management decisions.

### **Project Overview**

The cost of the project is not to exceed \$21,747.00 and is covered by the 637 – District Monitoring Program budget item. Lake monitoring is planned for Lower Prior Lake, Upper Prior Lake, Spring Lake, Fish Lake, and the east and west bays of Pike Lake. Monitoring includes one sample in March and/or April, bi-weekly sampling from May through September, and one sample in October. All physical measurements and water samples for chemical analyses are obtained from points in either the deepest or centric part of the lake. A multiprobe sonde is used to record temperature, pH, conductivity, and dissolved oxygen profiles at 1-meter intervals. Secchi disk transparency is determined with a black and white 20-cm diameter disk on the shady side of the boat. Total phosphorus (TP), soluble reactive phosphorus (SRP), total nitrogen (TN), Chloride (Cl), and chlorophyll-*a* (Chl-A) concentrations are determined from the surface composite sample for all sampling events. Additional sampling for deep lakes includes TP and SRP collected in the “middle” of the water column directly above the thermocline and a “bottom” sample is collected for TP, SRP, and Cl below the thermocline while remaining above the bottom 0.5 meters to prevent disturbing the sediment. All samples collected except plankton samples are analyzed in house by the TRPD certified laboratory accredited by the Minnesota Pollution Control Agency. Plankton sampling will be conducted and coordinated by TRPD. Samples will be collected on Fish Lake and sent to BSA Laboratories for analysis. PLSLWD will be invoiced directly by BSA for Plankton analysis which is also budgeted for in 637 – District Monitoring Program Budget. Monitoring results are typically returned to the District by the end of the year.

### **Action Requested**

District staff are requesting that the Board of Managers approve the attached contract agreement for execution by the Administrator.



**AGREEMENT BETWEEN  
PRIOR LAKE – SPRING LAKE WATERSHED DISTRICT and  
Three Rivers Park District**

**Water Quality Monitoring Services Agreement - 2024**

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

1. Scope of Work

CONSULTANT will perform the work described in the 2/9/2024 Scope of Services attached as Exhibit A (the “Services”). Exhibit A is incorporated into this agreement and its terms and schedules are binding on CONSULTANT as a term hereof. PLSLWD, at its discretion, in writing may at any time suspend work or amend the Services to delete any task or portion thereof. Authorized work by CONSULTANT on a task deleted or modified by PLSLWD will be compensated in accordance with paragraphs 5 and 6. Time is of the essence in the performance of the Services.

2. Independent Contractor

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

3. Subcontract and Assignment

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

4. Duty of Care; Indemnification

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

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

5. Compensation

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

The total payment for the Services will not exceed \$21,747. Total payment in each respect means all sums to be paid whatsoever, including but not limited to fees and reimbursement of direct costs and subcontract costs, whether specified in this agreement or subsequently authorized by the administrator.

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

6. Termination; Continuation of Obligations

This agreement is effective when fully executed by the parties and will remain in force until 12/31/2024 unless earlier terminated as set forth herein.

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

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

7. No Waiver

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

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

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

#### 8. Insurance

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

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

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

#### 9. Compliance with Laws

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

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

#### 10. Data and Information

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

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

#### 11. Data Practices; Confidentiality

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

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

## 12. PLSLWD Property

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

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

## 13. Notices

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

To PLSLWD:

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

To CONSULTANT:

Brian Vlach  
Senior Manager of Water Resources  
Three Rivers Park District  
12615 Rockford Road  
Plymouth, MN 55428

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

## 14. Choice of Law; Venue

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

15. Whole Agreement

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

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

**CONSULTANT**

By \_\_\_\_\_

Date: 2/13/2024Its Director of Natural Resources**PRIOR LAKE -SPRING LAKE WATERSHED DISTRICT**

By \_\_\_\_\_

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

Its \_\_\_\_\_

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

## Exhibit A

### 2024 Scope of Services

Three Rivers Park District will be responsible for:

1.0 Monitoring the water quality from five different lakes in accordance with standard methodology and protocols.

1.1 Fish Lake, Spring Lake, Upper Prior Lake, Lower Prior Lake, and Pike Lake

2.0 Lake sampling will occur bi-weekly

2.1 From ice out (April) through the completion of fall turnover (October).

3.0 Physical water quality parameters will be collected for each lake

3.1 Temperature, dissolved oxygen, conductivity, and pH at 1-meter intervals from surface to bottom

3.2 Water clarity will be measured using a Secchi disk

4.0 Surface water samples will be collected for each lake and lakes deep enough for development of stratification will have middle and bottom samples

4.1 Surface sample: 2-meter composite tube sample

4.2 Middle samples: collected with Kemmerer bottle at the top of the hypolimnion

4.3 Bottom sample: collected with Kemmerer bottle 1-meter from the bottom

4.4 Field duplicates will be collected for 10% of the samples.

5.0 All water samples will be stored on ice until delivered to the Three Rivers Park District certified laboratory

5.1 Bottles will be labeled with: site identification, date of collection, sample depth collected, and constituent parameters to be analyzed in the laboratory

5.2 A Summary of the analysis is in Table 1

*Table 1 Summary of parameters collected for each lake*

Lakes	Site ID	Sample Codes	Water Quality In-Lake Sampling						Plankton
			Sampling Interval	Water Quality Parameters					
				TP	SRP	TN	Chl-a	CI*	
Fish-SL	70006900	FSH-SL	Bi-weekly	SMB	SMB	S	S	SB <sup>M</sup>	X <sup>M</sup>
Spring	70005400	SPG	Bi-weekly	SMB	SMB	S	S	SB <sup>M</sup>	
Prior-Upper	70007200	PRI-UP	Bi-weekly	SMB	SMB	S	S	SB <sup>M</sup>	
Prior-Lower	70007200	PRI-LO	Bi-weekly	SMB	SMB	S	S	SB <sup>M</sup>	
Pike E	70007600	PIK-E	Bi-weekly	S	S	S	S	S <sup>M</sup>	
Pike W	70007600	PIK-W	Bi-weekly	S	S	S	S	S <sup>M</sup>	



Summary of Estimated Contract Expenses 2024				
Monitoring				
Lake Monitoring	Sites	Units	Unit Cost	
Regular Employee (2 hours/lake/day)	6	26	\$38.00	\$5,928.00
Seasonal Employee (2 hours/lake/day)	6	26	\$20.00	\$3,120.00
Plankton collection and equipment use	1	7	\$75.00	\$525.00
				Total \$9,573.00
Lake Laboratory Analysis				
Parameter	Sites	Units	Unit Cost	Total Cost
<b>Surface Sample Lake</b>				
Total Phosphorus (S)	2	13	\$18.00	\$468.00
Soluble Reactive Phosphorus (S)	2	13	\$18.00	\$468.00
Total Nitrogen (S)	2	13	\$18.00	\$468.00
Chlorophyll-a (S)	2	13	\$18.00	\$468.00
Chloride (S) (monthly)	2	7	\$18.00	\$252.00
				Sub-total \$2,124.00
<b>Surface, Middle, Bottom Lakes</b>				
Total Phosphorus (S,M,B)	4	39	\$18.00	\$2,808.00
Soluble Reactive Phosphorus (S,M,B)	4	39	\$18.00	\$2,808.00
Total Nitrogen (S)	4	13	\$18.00	\$936.00
Chlorophyll-a (S)	4	13	\$18.00	\$936.00
Chloride (S,B) (monthly)	4	14	\$18.00	\$1,008.00
				Sub-total \$8,496.00
<b>QA/QC Samples (10% of Total Samples)</b>				
Total Phosphorus (S,M,B)	1	19	\$18.00	\$342.00
Soluble Reactive Phosphorus (S,M,B)	1	19	\$18.00	\$342.00
Total Nitrogen (S)	1	8	\$18.00	\$144.00
Chlorophyll-a (S)	1	8	\$18.00	\$144.00
Chloride (S,B)	1	7	\$18.00	\$126.00
				Sub-total \$1,098.00
<b>Total Lake Lab Expenses</b>				Total \$11,718.00
Data Analysis and Reporting				
Parameter	Sites	Units	Unit Cost	Total Cost
Lake Data Analysis (hours)	6	1	\$38.00	\$228.00
Report Writing/Preparation-1 year (hours)	6	1	\$38.00	\$228.00
				Total \$456.00
<b>Total Expenses</b>				<b>\$21,747.00</b>

<b>Summary of Estimated Subcontract Expenses 2024</b>					
<b>Plankton Analysis</b>					
<b>Parameter</b>	<b>Sites</b>	<b>Units</b>	<b>Unit Cost</b>		<b>Total Cost</b>
Phytoplankton Analyses	1	7	\$165.00		\$1,155.00
Zooplankton Analyses	1	7	\$148.00		\$1,036.00
<b>Total Expenses*</b>					<b>\$2,044.00</b>

*\*Plankton analysis expense is invoiced directly from BSA Environmental to PLSLWD*

**PLSLWD Board Staff Report**

February 20, 2024


**PRIOR LAKE  
SPRING LAKE  
WATERSHED DISTRICT**

<b>Subject  </b>	Schumann 3 <sup>rd</sup> Addition Development Agreement	
<b>Board Meeting Date  </b>	February 20, 2024	<b>Item No: 6.12</b>
<b>Prepared By  </b>	Kristin Weinandt, Scott SWCD	
<b>Attachments  </b>	1) Project Location Map 2) Schumann 3 <sup>rd</sup> Addition Development Agreement	
<b>Proposed Action  </b>	Motion to approve the Schumann 3 <sup>rd</sup> Addition Development Agreement for execution by the District Administrator contingent upon signature from the owners of the property.	

### **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 a conservation easement. The development agreement provides a means for the District to recover costs associated with the acquisition of the easements including title work, staff time, and engineering review. It also ensures the easement area is properly established and vegetated to filter runoff.

### **Discussion**

Scott SWCD staff is working with the property owner, James H Michael Jr., on behalf of the District to establish a conservation easement that will protect the required buffer 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 with the Scott County Land Records Office.

### **Recommendation**

District staff recommends the Board of Managers approve the Schumann 3<sup>rd</sup> Addition development agreement for execution by the District Administrator contingent upon signature from the owners of the property.





**PRIOR LAKE  
SPRING LAKE**  
WATERSHED DISTRICT

# AERIAL MAP Schumann 3rd Addition



## Legend

 2022 Parcels Master

LEGAL DESCRIPTION OF PROPERTY:

Schumann 2nd Addition  
Lot 3, Block 1



## DEVELOPMENT AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between James H Jr, Lisa D Michael, and Tyler James Michael (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 wetlands and watercourses within the Project that meets the requirements of the Watershed District’s Rules (“Rules”) or as otherwise approved in writing by the District.

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 and watercourses 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 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. 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. Monuments shall be placed prior to final execution of Declaration of Conservation Easement.

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, review, implementation, and enforcement of the Conservation Easement, including but not limited to, District staff time, Owners & Encumbrances report cost, title policy cost, recording fees, new and replacement monuments, and engineering & attorneys' fees. 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, unless otherwise waived in writing by the District, provide the District with a cash escrow to ensure the protection and, if necessary, restoration of Conservation Area vegetation in accordance with Exhibit B, and the required installation of buffer signs. The amount of the escrow will be calculated based on a rate of \$.05 per square foot of buffer area when the final area of the buffer is determined, and shall be remitted along with the signed Conservation Easement under Paragraph 3. 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 5 and the escrow requirement of this paragraph 11 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 assigns. 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 at 19121 Panama Ave, 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 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 \_\_\_\_\_, 2024.

OWNER:

By: \_\_\_\_\_  
James H Jr Michael

By: \_\_\_\_\_  
Lisa D Michael

By: \_\_\_\_\_  
Tyler James Michael

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by James H Jr Michael, Lisa D Michael [each the spouse of the other] and Tyler James Michael [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 \_\_\_\_\_, 2024.

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 \_\_\_\_\_, 2024, 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:

Schumann 2<sup>nd</sup> Addition  
Lot 3, Block 1

## 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).