



PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

AGENDA

Tuesday, June 17, 2025

6:00 PM

Council Chambers
Prior Lake City Hall

BOARD OF MANAGERS:

**Bruce Loney, President; Frank Boyles, Vice President;
Christian Morkeberg, Treasurer; Beverly 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 – *Parkview Conference Room*

For this workshop (not board meeting), there will be an option for public attendance (monitor only) via Interactive Technology

[Click here to join the meeting](#)

- | | | |
|----------------|-----|---|
| 4:00 – 4:35 PM | W.1 | County Ditch 13 Drainage Authority: Continued Analysis Discussion (Joni Giese) |
| 4:35 – 5:20 PM | W.2 | Spring Lake and Upper Prior Lake: Sediment Coring Initial Assessment (Anne Wilkinson) |
| 5:20 – 5:40 PM | W.3 | 2026 Budget Draft (Joni Giese) |
| 5:40 – 5:45 PM | W.4 | Administrator Report (Joni Giese) |
| 5:45 – 5:55 PM | W.5 | Liaison Updates |
| | | <ul style="list-style-type: none"> ○ District Partners in Attendance ○ Managers' Summary of other Meetings Attended |

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

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

6:02 – 6:02 PM 3.0 **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.)

6:02 – 6:03 PM 4.0 **APPROVAL OF AGENDA** (Additions/Corrections/Deletions)

6:03 – 7:00 PM 5.0 **OTHER OLD/NEW BUSINESS**

- 5.1 Programs & Projects Update (Discussion)
- 5.2 Lake Ridge Estates Stormwater Retrofit Feasibility Study (Vote)
- 5.3 Second Amendment to Conservation Easement A744386 by the Shakopee Mdewakanton Sioux Community and Shepherd of the Lake Evangelical Lutheran Church (Vote)
- 5.4 Spring West Iron Enhanced Sand Filter Easement Acquisition (Vote)

7:00 – 7:05 PM 6.0 **TREASURER’S REPORT**

6.1 Monthly Financial Reports (Discussion Only)

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

7:05 – 7:10 PM 7.0 **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.

- 7.1 Meeting Minutes – May 20, 2025, Board Workshop
- 7.2 Meeting Minutes – May 20, 2025, Board Meeting
- 7.3 Meeting Minutes – May 22, 2025, Board Retreat
- 7.4 Meeting Minutes – March 27, 2025, CAC Meeting
- 7.5 Claims List and Bank Purchase Card Expenditures Summary
- 7.6 Permit Application 25.01: County Road 18 & Muhlenhardt Road & Utility Improvements
- 7.7 Rules Equivalency MOA Assistance Scope of Services

7:10 – 7:15 PM 8.0 **UPCOMING MEETING/EVENT SCHEDULE:**

- Board of Managers Workshop, Tuesday, July 15, 2025, 4:00 pm (Prior Lake City Hall – Parkview Conference Room)
- Board of Managers Meeting, Tuesday, July 15, 2025, 6:00 pm (Prior Lake City Hall – Council Chambers)
- Carp Carnival- Celebration of Meeting Upper Prior Lake Carp Goal, Saturday July 26, 2025, 10:00 am - 2:00 pm, (Sand Point Beach Park)
- Citizen Advisory Committee Meeting, Thursday, July 31, 2025, 6:00 pm (Prior Lake City Hall – Wagon Bridge Conference Room)

7:15 PM 9.0 **ADJOURNMENT**

JUNE 2025 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<p>Upper Watershed Projects</p> <p>Buck Stream Stabilization, Spring West IESF, MB CD-13 IESF, Swamp IESF, Fish Lake Mgmt Plan, Sutton IESF, Swamp IESF, Buck Chemical Treatment, Potential Flood Storage Projects</p> <p><i>Project Lead: Emily and Danielle</i></p>	<p>Buck Stream Stabilization</p> <ul style="list-style-type: none"> Held site visit on annual tour. Processed invoice for spring invasive treatment. <p>Spring Lake West IESF</p> <ul style="list-style-type: none"> Met with legal counsel, landowners to prepare agreements and closing process. Worked with District Engineer to develop draft easement delineations. <p>MB CD-13 IESF</p> <ul style="list-style-type: none"> Met with landowner. <p>Swamp IESF</p> <ul style="list-style-type: none"> Ditch petition hearing on June 3rd. Petition approved. Bid award issued, contracting initiated. <p>Fish Lake Management Plan (FLMP)</p> <ul style="list-style-type: none"> Solicited additional direct quote for 200 St Pond. Conducted water quality sampling and soil coring to assess benefits. Completed Lake Ridge Stormwater Study and presented report at Spring Lake Township Meeting. <p>Potential Flood Storage Projects</p> <ul style="list-style-type: none"> Requested data analysis of lake level logger data on Project 10. 	<p>Buck Stream Stabilization</p> <ul style="list-style-type: none"> None. <p>Spring Lake West IESF</p> <ul style="list-style-type: none"> Execute easement agreements, transfer easement acquisition payment, and record easement document. <p>MB CD-13 IESF</p> <ul style="list-style-type: none"> None. <p>Swamp IESF</p> <ul style="list-style-type: none"> Progress contracting. <p>Fish Lake Management Plan</p> <ul style="list-style-type: none"> Reflect cost/benefit of different excavation depths in excavation design. <p>Potential Flood Storage Projects</p> <ul style="list-style-type: none"> Analyze lake level data, and discuss feasible options with EOR.
<p>Carp Management</p> <p><i>Rough Fish Management (Class 611)</i></p> <p><i>Project Lead: Jeff</i></p>	<ul style="list-style-type: none"> Carp espionage reports led to electrofishing activities on Spring Lake. 	<ul style="list-style-type: none"> Implant remaining radio tags into Spring Lake carp. Continue with population estimate on Spring Lake.

JUNE 2025 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
Ferric Chloride System Operations <i>Project Lead: Jeff and Emily</i>	<ul style="list-style-type: none"> Continued work with OTT HydroMet to progress new HydroMet Cloud station Tank sensor is operational and integrated. Submitted driveway punchlist after substantial completion. Building punchlist completed, excepting the pressure switch installation. Tank filled with one delivery of ferric chloride, 1,320 gallons. Installed safety equipment associated with new O&M and System Assessment Update. 	<ul style="list-style-type: none"> Final completion on FeCl driveway. Final completion of FeCl building. Complete install of pressure switch. Mouse-proof the building Finalize safety equipment install
Farmer-Led Council <i>Project Lead: Emily</i>	<ul style="list-style-type: none"> Continued coordination with Scott SWCD. 	<ul style="list-style-type: none"> Begin soliciting speakers for August meeting.
Cost Share Incentives <i>Project Lead: Emily</i>	<ul style="list-style-type: none"> None. 	<ul style="list-style-type: none"> Review cost share applications with Scott SWCD as needed.
Sutton Lake Outlet and Lake Management Plan <i>Project Lead: Emily</i>	Lake Management Plan <ul style="list-style-type: none"> Prepared update to Board on Sutton drone analysis. Completed Sutton Lake outlet analysis and met with concerned landowner to share findings. 	Lake Management Plan <ul style="list-style-type: none"> None.
Website and Media <i>Project Lead: Danielle</i>	Social Media <ul style="list-style-type: none"> Bluegill stocking, new staff welcome, Carp Espionage request, Pipelining completed. Website <ul style="list-style-type: none"> New section: Staff welcome, District Tour, Pipelining complete. 	Social Media <ul style="list-style-type: none"> Annual tour summary, CAMP volunteers' recognition, monitoring highlight, Reel Cool Fishing School.
Citizen Advisory Committee <i>Project Lead: Danielle</i>	<ul style="list-style-type: none"> Prep and complete May 29 CAC meeting 	<ul style="list-style-type: none"> Prep and complete July 31 CAC meeting
Education Program <i>Project Lead: Danielle</i>	<ul style="list-style-type: none"> Held Annual Joint Board-CAC Tour Finished Carp Event contracts and held 2 meetings to plan event activities 	<ul style="list-style-type: none"> Reel Cool Fishing School Continue Planning summer and fall events

JUNE 2025 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
Monitoring Program <i>Project Lead: Jeff and Zach</i>	<ul style="list-style-type: none"> Continued monitoring lakes and streams Automating water level elevations in WISKI Conducted maintenance on boat and monitoring equipment Worked with EOR on sediment coring and alum assessments for Spring and Upper Prior Lakes. Attended Twin Cities Water Monitoring Group seminar 	<ul style="list-style-type: none"> Repair and complete parts list on automated water sampling equipment given to District by CRWD.
Aquatic Vegetation Management and Surveys <i>Project Lead: Jeff</i>	<ul style="list-style-type: none"> Completed follow up treatment. discussions with Lake Associations and residents. Contract treatment of CLP on Hwy 13 Wetland. 	<ul style="list-style-type: none"> Complete permitting follow-ups. Review post-treatment surveys.
AIS <i>Project Lead: Jeff and Zach</i>	<ul style="list-style-type: none"> Coordinating boat inspection program. Coordinated with DNR on CD3 station installation agreement. 	<ul style="list-style-type: none"> Install CD3 station at Sand Point boat launch, once approved.
Rules Revisions <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> Solicited quote from consultant to assist with completing equivalency MOAs with LGUs. 	<ul style="list-style-type: none"> Contract with consultant. Review City of Savage draft ordinance update.
BMPs & Easements <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> Completed easement amendment for SMSC/SOLLC parcels. 	<ul style="list-style-type: none"> Work with two landowners on easement amendments.
Permitting <i>Project Lead: Joni</i>	<ul style="list-style-type: none"> Negotiated permit review responsibility with LMRWD for project that spanned both watershed districts. Reviewed Permit Application 25.01. Performed construction inspections for open permits. 	<ul style="list-style-type: none"> Perform on-going construction inspections until permits can be closed.
Planning Activities <i>Project Lead: Joni and Emily</i>	<ul style="list-style-type: none"> Hold bi-monthly coordination meeting with City of Prior Lake public works staff on 6/17/2025. Participated in NRCS Local Work Group meeting on 5/28/2025. Participated in City of Prior Lake orderly annexation area AUAR kick-off meeting. 	<ul style="list-style-type: none"> Provide project information to City of Prior Lake associated with AUAR process. Coordinate with consultant and attend initial findings meeting for Fountain Hills Wetland Restoration Feasibility Study on 8/5/2025.
Outlet Channel Projects and Administration <i>Project Lead: Emily/Jeff</i>	<ul style="list-style-type: none"> Communication with grant manager on pipelining project. Processing pay request for pipelining. Completed curb repair on pipelining project. 	<ul style="list-style-type: none"> Begin vegetation maintenance surveys and contracting. Complete pipelining site restoration. Present Prior Lake Outlet Structure standard operating procedures memo at upcoming meeting.

JUNE 2025 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<i>General Administration</i> <i>Project Lead: Joni/Emily</i>	<ul style="list-style-type: none">• Continue onboarding new Administrative Assistant, Teresa Gostonczik.• Solicited information and reviewed materials to inform CD 13 drainage authority takeover assessment.• Performed research to better understand current health and dental coverage in relation to insurance consortium option. Attended insurance consortium meeting.	<ul style="list-style-type: none">• Participate in Insurance Consortium Subcommittee meeting on 8/13/2025.• Attend Minnesota Watersheds summer tour and administrators' meeting.



Subject	Lake Ridge Estates Stormwater Retrofit Feasibility Study	
Board Meeting Date	June 17, 2025	Item No: 5.2
Prepared By	Danielle Studer	
Attachments	Lake Ridge Estates Stormwater Retrofit Feasibility Study	
Proposed Action	Motion to accept the Lake Ridge Estates Stormwater Retrofit Feasibility Study.	

Background

The 2023 Fish Lake Management Plan identified projects and areas for study to reduce phosphorus loads to Fish Lake from its watershed. One of these study areas was the Lake Ridge Estates stormwater system, for which negligible historic information was available. In November 2024, the Prior Lake-Spring Lake Watershed District (District) contracted Stantec Consulting Services Inc. (Stantec) to complete the Lake Ridge Estates Retrofit Feasibility Study. Spring Lake Township committed \$7,500 to partially fund this study and the study will also receive funds from the 2025 Watershed Based Implementation Grant.

On March 3, 2025, Stantec submitted a first draft technical memo to District Staff that revealed high project costs for very low phosphorus reduction. This was primarily attributed to small watershed size and residential land use. The Board of Managers and Spring Lake Township leadership agreed to amend Stantec's Scope of Work to replace any further project design with a field survey to verify the Fish Lake subwatershed boundary.

Discussion

Tom Beneke will present the findings of the Lake Ridge Estates Stormwater Retrofit Feasibility Study for Board approval.

Recommended Action

Staff recommend acceptance of the Lake Ridge Estates Stormwater Retrofit Feasibility Study.

Budget Impact

The cost associated is covered under budget item 626- Lake Ridge Stormwater Feasibility Study.

Lake Ridge Estates Stormwater Retrofit Feasibility Study



Stantec Consulting Services Inc.

Prepared for:
Prior Lake-Spring Lake Watershed District
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4646 Dakota St. SE
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June 9, 2025

Project/File:
227707416

Prepared by:
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Revision Schedule

Revision	Description	Author	Date	Quality Check	Date	Independent Review	Date
1	First Draft	T. Beneke	6/2/25	J. Wochenske	6/2/25	Nick Wyers	6/2/25
2	Second Draft	T. Beneke	6/5/25	J. Wochenske	6/5/25	Nick Wyers	6/5/25
3	Final Draft	T. Beneke	6/9/25	J. Wochenske	6/9/25	Nick Wyers	6/9/25

Disclaimer

The conclusions in the Report titled Lake Ridge Estates Stormwater Retrofit Feasibility Study are Stantec's professional opinion, as of the time of the Report, and concerning the scope described in the Report. The opinions in the document are based on conditions and information existing at the time the scope of work was conducted and do not take into account any subsequent changes. The Report relates solely to the specific project for which Stantec was retained and the stated purpose for which the Report was prepared. The Report is not to be used or relied on for any variation or extension of the project, or for any other project or purpose, and any unauthorized use or reliance is at the recipient's own risk.

Stantec has assumed all information received from Prior Lake-Spring Lake Watershed District (the "Client") and third parties in the preparation of the Report to be correct. While Stantec has exercised a customary level of judgment or due diligence in the use of such information, Stantec assumes no responsibility for the consequences of any error or omission contained therein.

This Report is intended solely for use by the Client in accordance with Stantec's contract with the Client. While the Report may be provided by the Client to applicable authorities having jurisdiction and to other third parties in connection with the project, Stantec disclaims any legal duty based upon warranty, reliance or any other theory to any third party, and will not be liable to such third party for any damages or losses of any kind that may result.

Prepared by:

Signature

Printed Name

Reviewed by:

Signature

Printed Name

Approved by:

Signature

Printed Name



Lake Ridge Estates Stormwater Retrofit Feasibility Study
Executive Summary

Executive Summary

The Lake Ridge Estates subwatershed was identified as a potential opportunity for water quality treatment as part of the Fish Lake Management Plan. The Plan proposed that a feasibility study be conducted to better refine sediment and phosphorus delivery from this area of the greater Fish Lake watershed to evaluate the potential for improved water quality treatment through retrofits of the four pre-existing stormwater ponds. Stantec was originally contracted to provide multiple options for conceptual designs of pond retrofits, and then refine design details, estimated costs, and expected pollutant removals for a single option for each pond based on directive from Prior Lake-Spring Lake Watershed District. However, during the conceptual design stage it was learned that the magnitude of pollutant loading from this subwatershed was substantially less than originally thought and that there are likely far more cost-effective options for water quality treatment elsewhere in the Fish Lake watershed. Therefore, Prior Lake-Spring Lake Watershed District, Spring Lake Township, and Stantec agreed that verification of the Fish Lake watershed boundary was a more effective use of project funding than refining the suite of conceptual design options. Stantec verified that the Lake Ridge Estates subwatershed is approximately 58% smaller than originally thought due to the absence of hydrologic connectivity east of Lake Ridge Drive, which significantly reduces expected pollutant loading from the subwatershed to Fish Lake. The estimated total phosphorus loading from the subwatershed is approximately 7 lbs/year, compared with the total watershed reduction target of 103 lbs/year in the Fish Lake Management Plan. Although retrofit treatment opportunities in the Lake Ridge Estates subwatershed are not likely to have substantial impacts on Fish Lake water quality goals, two of the four ponds may be opportunities for each reducing total phosphorus loading to Fish Lake by greater than 1 lbs/year. Should the Spring Lake Township pursue a pond dredging, adding on a water quality retrofit element (ie. filter, outlet) may be a worthwhile partnership opportunity with the District.



Lake Ridge Estates Stormwater Retrofit Feasibility Study

Executive Summary



1 Introduction

Below is a summary of conceptual stormwater pond retrofit designs that Stantec developed for the Lake Ridge Estates Stormwater Retrofit Feasibility Study. This memo is being submitted in conjunction with results from the sediment survey.

The original scope of work assumed that Stantec would develop retrofit concepts for all four stormwater ponds in the Lake Ridge Estates watershed and then refine the design of a single retrofit option for each pond as identified by Prior Lake-Spring Lake Watershed District (PLSLWD). However, the conceptual design stage of the project found that the Lake Ridge Estates contributing area is 58% smaller than originally estimated, as the eastern portion of the original watershed boundary does not contribute. The smaller contributing area to these ponds reduces the overall pollutant loading estimates from this area, relative to what had been estimated previously. Therefore, any potential water quality benefits from pond retrofits are reduced from what was anticipated at the outset of the project.

The reduced watershed size in modeling revealed low water quality benefits for retrofits options, and in turn led to a change in scope, where Stantec did not advance retrofit design further and conducted a field visit to verify hydrologic connectivity in the watershed and confirm drainage not only in the Lake Ridge Estates subwatershed but also the entire contributing area to Fish Lake.

2 Project Background

2.1 Engagement

The project periodically engaged both the PLSLWD board and the Spring Lake Township board, and landowners were engaged periodically via direct invitations to board meetings and consultations on private property access for pond surveying.

The PLSLWD board and Spring Lake Township board were both briefed on initial project findings on March 18, 2025, and April 10, 2025, respectively. These briefings resulted in the change of scope, where Stantec did not refine a retrofit option for each pond and instead confirmed the Fish Lake watershed boundary and hydrologic connectivity.

One outcome of early landowner discussions was a shift in what is referred to as "Pond 4" in this report, as the original Pond 4 of interest was not built, and the Pond 4 referred to in the remainder of this report was previously not known about. The map included in Appendix B shows the initial location of where Pond 4 was thought to be located (orange) and the location of the Pond 4 summarized in the remainder of this report (blue).

2.2 Retrofit Types Selected for Analysis

The following alternatives were selected by Stantec for evaluation within this study based on review of the opportunities and limitations within the project areas, which include dredging, filter bench installation, outlet modifications, and pond expansion. The alternatives were applied to each pond within the study area and modeled using a combination of PCSWMM, P8, and estimated pollutant treatment efficiencies from the MN Stormwater Manual. The value of each retrofit option was evaluated primarily based on (1) additional water quality treatment for total phosphorus (TP) and total suspended sediment (TSS) but also was informed by (2) the estimated benefits to flooding resiliency.

Initially, additional options were evaluated that either would actively alter the pond volume, allowing for increased water quality treatment volume, or would require the installation of a manufactured filtration device. These options include smart outlets, active/predictive pumping, irrigation use, and proprietary filter devices. However, the initial capital cost, operation and maintenance cost, and utility requirements evaluated against the potential water quality treatment benefits do not make these cost effective options. For example, a typical smart outlet for a single pond would likely cost ~\$100,000-150,000 for initial installation, with an additional service fee of ~\$12,000 per year, based on recent installation quotes for other projects Stantec is supporting. A smart outlet would require a dedicated power source and optimally cellular connectivity, adding to the total cost estimate. These costs are not tenable given the low magnitude of the estimated pollutant delivery to these ponds. The installation and operating costs of other proprietary devices explored were also deemed not cost-effective given the limited opportunity for water quality treatment weighed against estimated costs. In summary, four retrofits were found to be worthy of consideration: dredging, filter bench installation, outlet modifications, and pond expansion.

2.2.1 Pond Expansion

Pond expansion refers to increasing the surface area of the pond, which differs from dredging in that the perimeter of the pond and surface dimensions are increased. Dredging simply refers to vertical excavation of material while maintaining the same surface area and dimensions. Pond expansion increases the water quality treatment capacity as well as improves flood mitigation, and both benefits are a product of increasing pond volume.

2.2.2 Dredging

The dead pool volume of ponds, or the volume of water that is in the pond at the normal water elevation, impacts the residence time and subsequently, the settling of particulates within the water column. Dredging, or physically removing sediments from ponds, increases that dead pool volume. Pond dredging is considered routine maintenance that is expected to occur every 25 years or when the ponding depth is 50% full. This maintenance timeline depends on the contributing drainage area and the sediment depths in the pond. Dredging to increase the dead pool volume was largely limited to the current footprint of each pond due to land rights restrictions. There were some cases with opportunity to combine dredging with expansion of pond footprint as elevation contours and existing property use allowed. The cost estimates provided in this memo were based on lab analysis results summarized in the March 3, 2025 memo, *Sediment Survey – Lake Ridge Estates Stormwater Retrofit Feasibility*.



2.2.3 Filter Bench

Gravity sand filter benches, or simply filter benches, utilize vertical depth capacity (head) available in ponds between the normal water level and the overflow outlet (live storage) to filter water through a filter media along a portion of a pond's perimeter, before discharging filtered water downgradient. Filter benches can be active or passive, utilizing pumps or gravity, which drives cost and the quantity of water that can be treated. Gravity systems rely on rainfall events to pass water through filters, while active systems regularly direct water through filters regardless of precipitation patterns. Ponds 1 and 4 have sufficient head difference available to make a gravity filter bench a feasible option. Water quality treatment capacity of a filter bench is driven by the surface area of a filter; therefore, encroachment of the filter bench footprint into the existing pond surface area was considered, as there are trade-offs between reductions in pond surface area and increases in filter bench surface area. Meaning, filter bench areas were optimized given land use constraints and estimated pollutant removals within the ponds.

Iron-enhanced sand filter benches, which bind dissolved phosphorus, may be an additional opportunity. However, in the absence of monitoring data for these ponds Stantec does not recommend iron-enhanced sand filter media currently. Prescribing iron-enhanced sand filter media should be informed by phosphorus sample concentrations that demonstrate significant properties of dissolved phosphorus.

2.2.4 Outlet Modifications

The outlet control structure of a pond controls the normal water level and spillway elevations of the basin. It was decided that outlet modifications would be considered as an alternative for this study and would be considered as a component of other evaluated options including the filter benches and pond expansion. Outlet modifications include installation of pipes or outlet control structures to control water elevations, modifying existing outlet control structures by raising or lowering pond walls, or installing an orifice in the weir wall.

2.3 Opportunity Identification

Stantec developed a summary of potential retrofit options based on for the four existing ponds/depressions in the Lake Ridge Estates subwatershed. Pond locations are illustrated in Appendix B. General descriptions of the retrofit types are summarized below, with Stantec's assessment of the feasibility of each retrofit type across all four ponds.



3 Existing Conditions

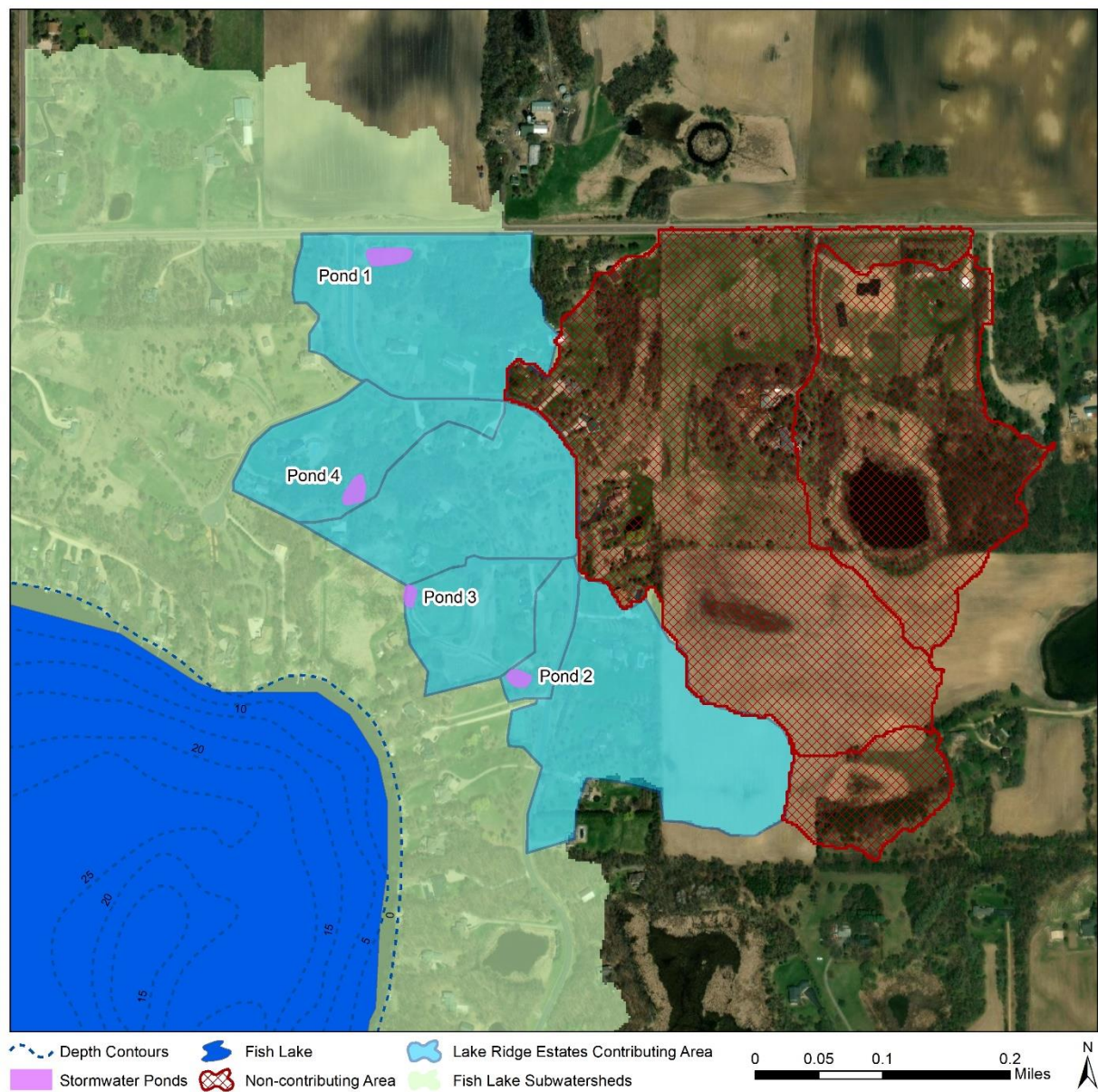
3.1 Watershed Boundary Survey

The initial watershed boundary shapefile provided by PLSLWD estimated the Lake Ridge Estates contributing area to be approximately 137 acres, with a significant portion of cultivated cropland along the eastern boundary to the south of 200th St. E and west of Panama Ave. However, initial evaluation of LiDAR-based elevations suggested that a large part of the area, 80 acres, does not contribute to Fish Lake and drains internally or to the watershed to the east. To confirm this change in contributing area Stantec staff evaluated hydrologic connectivity in the Lake Ridge Estates subwatershed during a field visit. Stantec also evaluated connectivity for the remainder of the broader Fish Lake watershed, as LiDAR-based evaluations presented questions about connectivity elsewhere, particularly in the southwest region (near the intersection of Malibu Ave. and 210th St. E.) and the Norwest region (near the intersection of Fairlawn Ave. and 200th St. E.).

While the field visit was limited to publicly accessible roadways and visual observation, Stantec is confident that the area denoted in red in Figure 1 below does not contribute to Fish Lake and therefore does not drain to any of the four stormwater ponds evaluated in this project. Stantec staff could not locate a culvert connecting the north and south sides of 200th St. E. near the intersection of Fairlawn Ave. However, PLSLWD staff reported that a culvert was identified on a previous site visit, and Stantec was able to visually identify water routing through the culvert in a 2010 aerial image from the Scott County GIS webpage (<https://gis.co.scott.mn.us/sg3/>). Stantec also confirmed connectivity in the low-lying area in the southwest portion of the watershed, north and south of 210th St E, just east of Malibu Ave. However, while there is connectivity, field observations indicate that there is substantial storage capacity in this area, and that water may only be routed across 210th St E, to the north, under large flow events. Therefore, the only changes to the Fish Lake watershed boundary were to the Lake Ridge Estates subwatershed.

The 80 acre area, east of the Lake Ridge Estates, that was removed from the Fish Lake watershed is comprised of a mix of low density residential, agricultural, and open water. Approximately 19 acres is agricultural, 1.7 acre is open water, and the remaining 59.3 acres is low density residential. Using literature values from the Wisconsin Lake Modeling Suite (WiLMs) model guidance Stantec estimates that the TP load attributed to this area would be approximately 22.5 lbs/year. This TP load does not drain to Fish Lake, and instead drains to the east of the Fish Lake subwatershed.





3.2 Watershed Loading

The P8 model, which simulates pollutant removals, estimated TP and TSS inflows to each pond relative to previous total watershed loading estimates to Fish Lake. Using total watershed contributions estimated in the Fish Lake Management Plan¹ for comparison, these estimated loads are relatively small. The Lake Ridge Estates subwatershed is currently contributing an estimated 7 lbs/year out of the 343 lbs/year estimated watershed load in the Fish Lake Management Plan. If all alternatives were implemented, less than 3 lbs/year of additional TP would be removed from the watershed load, compared to the watershed reduction goal of 103 lbs.

The estimated TP loads from the Lake Ridges Estates subwatershed are a product of (1) the small size of the contributing area to each watershed and (2) the composition of land use/soils/impervious cover. The contributing area to each pond, the estimate average annual watershed TP load delivered to each pond, and the estimated removals under existing conditions are summarized in Table 1.

Table 1. Summary of existing conditions for the Lake Ridge Estates ponds.

Name	Contributing Area (acres)	TP (lbs/year)		Removal (%)
		Inflow ²	Removal	
Pond 1	14.7	1.9	0.8	40%
Pond 2	17.9	3.3	0.5	16%
Pond 3	5.7	3.6	0.4	11%
Pond 4	7.4	1.0	0.3	30%

As a validation step of watershed loading estimated by P8, model estimates were cross-checked against vetted literature values. The P8 model estimates an areal mass loading rate of 0.16 lbs/acre/year of TP from the watershed. The Wisconsin Lake Modeling Suite (WiLMs) model guidance was used for comparison, which estimates that low density urban land use “most likely” yields 0.09 lbs/acre/year of TP, with a range of 0.05 to 0.23 lbs/acre/year. Therefore, the model simulation of the watershed TP loading is likely accurate.

¹ Fish Lake Management Plan. December 7, 2023. Prepared by Emmons and Olivier Resources, Inc. (EOR). Prepared for the Prior Lake-Spring Lake Watershed District.

² Inflow TP estimates to each pond area cumulative and account for estimated removals under existing conditions. Pond 2 drains to Pond 3, such that the inflow TP estimate at Pond 3 accounts for direct watershed loading to Pond 2, estimated TP removals in Pond 2, and additional watershed loading between Pond 2 and Pond 3.



4 Retrofit Costs and Benefits

Table 2, below, summarizes the applicable options for pond retrofits. Dredging and outlet modifications are feasible for all pond locations, but elevation and/or property boundaries constraints presented challenges for filter bench installation and pond expansion in some cases. The challenges related to site access and construction are reflected in the costs summarized in Table 3, including tree removal, site restoration, wetland avoidance, etc.

Table 2. Summary of modification options to the four pond locations in the Lake Ridge Estates subwatershed.

Pond Name	Dredging	Filter Bench	Pond Expansion	Outlet Modification
Pond 1	X	X		X
Pond 2	X		X	X
Pond 3	X		X	X
Pond 4	X	X		X

Table 3, below, summarizes the estimated cost of each conceptual design, and the anticipated total phosphorus (TP) and total suspended sediment (TSS) removals for each design. The pollutant removals are represented as additional removals relative to what is being treated under current conditions. Cost estimates were based on evaluating 2024 costs of similar efforts and estimating cost increases for 2025. A more detailed suitability assessment that includes a comprehensive evaluation of all pond considerations evaluated is attached in Appendix A.



Table 3. Summary of retrofit costs and WQ benefits. Total cost reflects engineering, labor, materials, and costs.

Pond ID	Retrofit Description	Increase Footprint of Normal Water Level	Estimated Total Cost (\$)	Additional TP Removal (lbs/yr)	Additional TSS Removal (lbs/yr)
Pond 1	Dredging		\$77,000	0.01	2
	Outlet Modification	X	\$35,000	0.06	14
	Dredging & Outlet Modification	X	\$85,000	0.08	20
	Dredging, Outlet Modification & Filter Bench	X	\$103,000	1.08	533
Pond 2	Dredging		\$81,000	0.14	26
	Dredging and Pond Expansion	X	\$90,000	0.18	39
	Dredging, Pond Expansion, and Outlet Modification (Raised Outlet)	X	\$117,000	0.39	92
	Dredging, Outlet Modification (Raised Outlet) and Greater Pond Volume Increase	X	\$149,000	0.38	95
Pond 3	Dredging		\$68,000	0.05	15
	Dredging & Pond Expansion	X	\$86,000	0.15	45
Pond 4	Dredging		\$93,000	0.20	67
	Dredging & Outlet Modification		\$102,000	0.20	67
	Dredging, Outlet Modification, and Filter Bench		\$120,000	1.3	618



Pollutant removals were estimated by leveraging hydraulics data from the PCSWMM H&H model for simulating the current and proposed scenarios in P8. In the absence of monitoring data to calibrate the P8 model the default pollutant settings were used. However, the hydrology of the model was calibrated by adjusting the daily hydrograph to H&H modeling estimates.

Filter benches were not explicitly modeled in P8. Filter bench treatment was coarsely estimated assuming the filter bench would be at capacity (3 inches/hour) 10% of the time, annually. These same estimates assume filter bench inflow concentrations of 0.29 mg/L TP and 72 mg/L TSS, using event-mean concentrations from MPCA's stormwater manual for "mixed" land use. It was also assumed that only 50% of TP is particulate-bound and capable of filtration using a standard sand filter media.

Note that it assumed that all dredging costs would be the responsibility of Spring Lake Township, which is the entity responsible for stormwater pond maintenance in the Lake Ridge Estates subwatershed. If the Township should proceed with dredging, the District may consider funding accessory retrofit modifications which represent a marginal cost and provide water quality benefits. For example, dredging Pond 1 is estimated to cost \$77,000. For that same pond, dredging, modifying the outlet, and adding a filter bench is estimated to cost \$103,000. In this scenario, the marginal cost for PLSLWD to include outlet modification and filter bench installation would be \$26,000, for an estimated increase in average annual TP removal of 1.07 lbs/year.

4.1 Concept Drawings

Appendix C contains concept drawings for the footprint of the retrofit options for each pond.

4.2 Summary of Benefits and Limitations

The following is a bulleted description of key benefits and limitations as they relate to retrofits for each of the ponds.

4.2.1 Pond 1

Key benefits

- All options increase dead pool storage.
- Landscape and property boundaries allow for a filter bench, offering additional water quality treatment.
- Because this pond was originally designed as a treatment pond, there is an option to simply modify the outlet and increase treatment volume without incurring dredging costs.



- Water quality modeling suggests that outlet modification, in the absence of dredging, provides the most cost-effective removal of TP/TSS.
- Unregulated sediment disposal decreases dredging costs.
- Survey of this pond suggests that the outlet wall may be leaking and would benefit from outlet modification. Sealing of the wall will result in more consistent and control volume in the pond.

Key limitations & caveats

- Numerous tree removals would be required for all options.
- Sealing of the existing outlet wall will result in higher normal water levels in the pond. This water level will match the original intended design, but will be higher than existing conditions.

4.2.2 Pond 2

Key benefits

- All options increase dead pool storage.
- Options that involve an outlet modification would result in improved flood protection to adjacent home/driveway to the southwest.
- Increased water quality treatment capacity provides beneficial treatment of the agricultural area to the east of Lake Ridge Estates.

Key limitations & caveats

- Outlet modification options would encroach on neighboring lawn to create required pond area and/or berm.
- There is an existing low lying area east of the pond across Lake Ridge Drive that has been described as having wet conditions. Any option including a pond expansion may result in an increased likelihood of wet conditions in this low lying area. Limitations to draining these areas are the culvert size and elevation. Large runoff events may result in extended periods of inundation in this area if alterations to the current culvert were not made.
- Regulated sediment disposal increases dredging costs.

4.2.3 Pond 3

Key benefits

- All options increase dead pool storage.

Key limitations & caveats

- There may be potential impacts to the adjacent wetland from pond expansion.
- Determination of whether sediment disposal would be unregulated is unclear and requires further conversation with MPCA and/or landfills to confirm classification of dredge material.



4.2.4 Pond 4

Key benefits

- All options increase dead pool storage.
- Outlet modification options provide additional flood protection for adjacent property to the south.
- The combination of dredging, outlet modification, and a filter bench provides the greatest estimated water quality benefit of all retrofit options evaluation.
- Unregulated sediment disposal decreases dredging costs.

Key limitations & caveats

- Significant tree removal required for all options.

5 Recommendations

Given the low magnitude of TP generated in the Lake Ridge Estates subwatershed, it would likely be more cost effective to focus watershed TP reductions in other areas of the Fish Lake watershed. For example, the District may find more value in projects outlined in the Fish Lake Management Plan such as the Fish Lake West Wetland Restoration or the Fairlawn Lane Lake Inlet where the potential for removals is much greater, and thus could have a larger impact on Fish Lake water quality outcomes. However, if Spring Lake Township proceeds with maintenance dredging, the best opportunity for water quality treatment would be outlet modification and filter bench installation in Pond 1 and Pond 4, at an approximate \$30,000 marginal cost for each. Implementing these retrofits in addition to dredging would have an estimated increase in removals exceeding 1 pound per year for each pond. It is Stantec's opinion that there would be additional value in sampling stormwater inflows at Pond 1 and Pond 4 to understand the dissolved phosphorus properties of the inflows and thereby inform further decision-making regarding potential for additional removals by adding iron-enhanced filter media to bind dissolved phosphorus.





Appendix A Pond Retrofit Feasibility

Parameters and their value used to evaluate feasibility for pond retrofit considerations in each pond. A higher value represents higher feasibility whereas lower value represents lower feasibility.

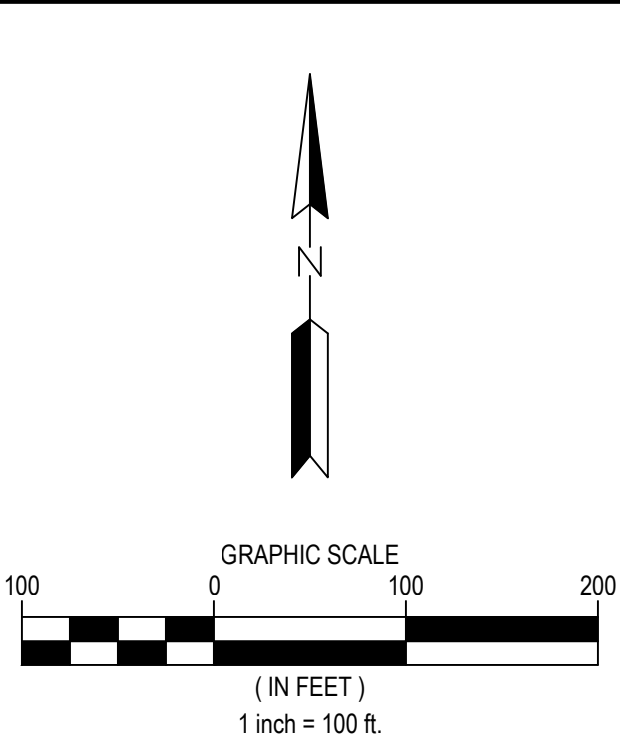
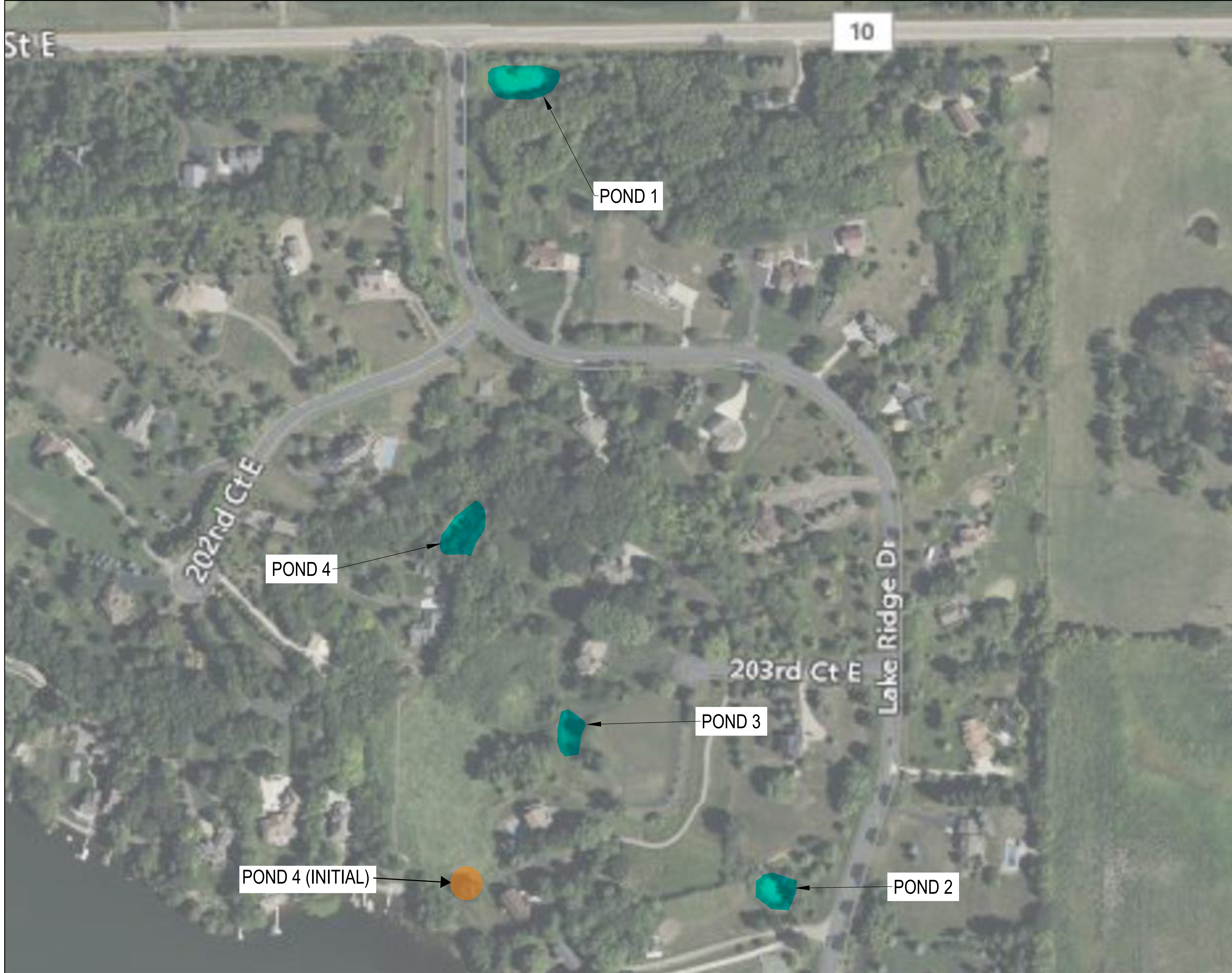
Name	Consideration	Water Quality	Water Quantity	Ecological Integrity	Capital Costs	O & M Costs	Life Cycle Costs	Permitting Hurdles	Land Rights & Access	Maintenance Requirements	Utilities & Site Constraints	Probable Costs
Pond 1	Dredging	2	2	1	2	2	2	3	2	3	3	2
	Outlet Modification	1	2	1	3	3	3	3	2	3	3	3
	Sand Filter Bench	3	2	1	3	2	2	3	2	2	3	3
	<i>Iron-Enhanced Sand Filter Bench³</i>											
	Smart Outlet	2	3	1	1	1	1	3	2	1	1	1
	Active/Predictive Pumping	2	3	1	1	1	1	3	2	1	1	1
	Irrigation	1	1	1	1	1	1	2	2	1	1	1
Pond 2	Dredging	3	2	1	2	2	2	2	2	3	3	2
	Outlet Modification	1	3	1	3	3	3	3	1	3	3	3
	Sand Filter Bench	3	2	1	3	2	2	3	2	2	3	3
	<i>Iron-Enhanced Sand Filter Bench²</i>											
	Smart Outlet	2	3	1	1	1	1	3	2	1	1	1
	Active/Predictive Pumping	2	3	1	1	1	1	3	2	1	1	1
	Irrigation	1	1	1	1	1	1	2	2	1	1	1
Pond 3	Dredging	2	2	1	2	2	2	2	2	3	3	2
	Outlet Modification	1	2	1	3	3	3	3	2	3	3	3
	Sand Filter Bench	3	2	1	3	2	2	3	2	2	3	3
	<i>Iron-Enhanced Sand Filter Bench²</i>											
	Smart Outlet	2	3	1	1	1	1	3	2	1	1	1
	Active/Predictive Pumping	2	3	1	1	1	1	3	2	1	1	1
	Irrigation	1	1	1	1	1	1	2	2	1	1	1
Pond 4	Dredging	2	2	1	2	2	2	3	2	3	3	2
	Outlet Modification	2	3	1	2	3	3	3	2	3	3	3
	Sand Filter Bench	3	2	1	2	2	2	3	2	2	3	3
	<i>Iron-Enhanced Sand Filter Bench²</i>											
	Smart Outlet	2	3	1	1	1	1	3	2	1	1	1
	Active/Predictive Pumping	2	3	1	1	1	1	3	2	1	1	1
	Irrigation	1	1	1	1	1	1	2	2	1	1	1

³ In the absence of monitoring data for these ponds Stantec does not recommend iron-enhanced sand filter media currently. Prescribing iron-enhanced sand filter media should be informed by phosphorus sample concentrations that demonstrate significant properties of dissolved phosphorus.

Appendix B Pond Locations

6/5/2025 3:05:40 PM

U:\2277074\6\drafting\LAKE RIDGE ESTATES FISH LAKE FEASIBILITY\6_DESIGN\1_CADD\ CONCEPTS\ Pond Dwgling - Option 1.dwg



Page 27



7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.STANTEC.COM

CLIENT:



PLSLWD

PROJECT TITLE

LAKE RIDGE ESTATES FISH
LAKE FEASIBILITY
PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT (PLSLWD)
SCOTT COUNTY, MN

ISSUE NO.:	DESCRIPTION:	DATE:

CERTIFICATION:

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

USE NO.:

DATE:

PROJECT NO.: 227707416

DWN BY: JTW	CHK'D BY: NW	APP'D BY: NW
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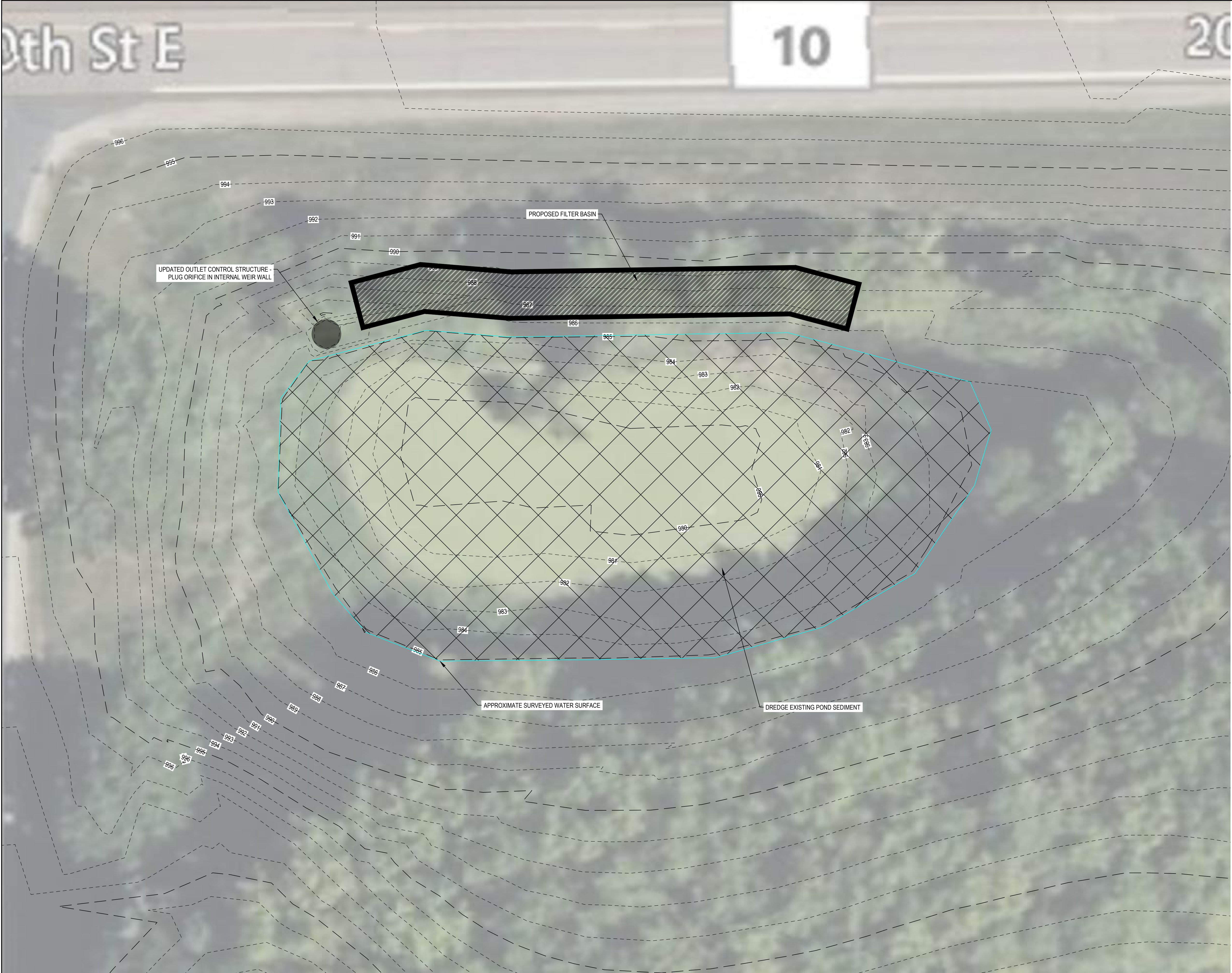
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ISSUE NO.: X

SHEET TITLE:
EXISTING POND LOCATIONS

SHEET NO.:

Appendix C Concept Drawings



GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft.

10 0 10 20

OPTION 1 - DREDGE POND SEDIMENT

OPTION 2 - DREDGE POND SEDIMENT AND UPDATE OCS

OPTION 3 - DREDGE POND SEDIMENT, UPDATE OCS, AND INSTALL SAND FILTER

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PHONE: 763-252-8800
FAX: 952-831-1268
WWW.STANTEC.COM

CLIENT:

PROJECT TITLE

LAKE RIDGE ESTATES FISH LAKE FEASIBILITY

PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT (PLSLWD)
SCOTT COUNTY, MN

ISSUE NO.:	DESCRIPTION:	DATE:

CERTIFICATION:

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DATE: _____

PROJECT NO.: 227707416

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JTW	NW	NW

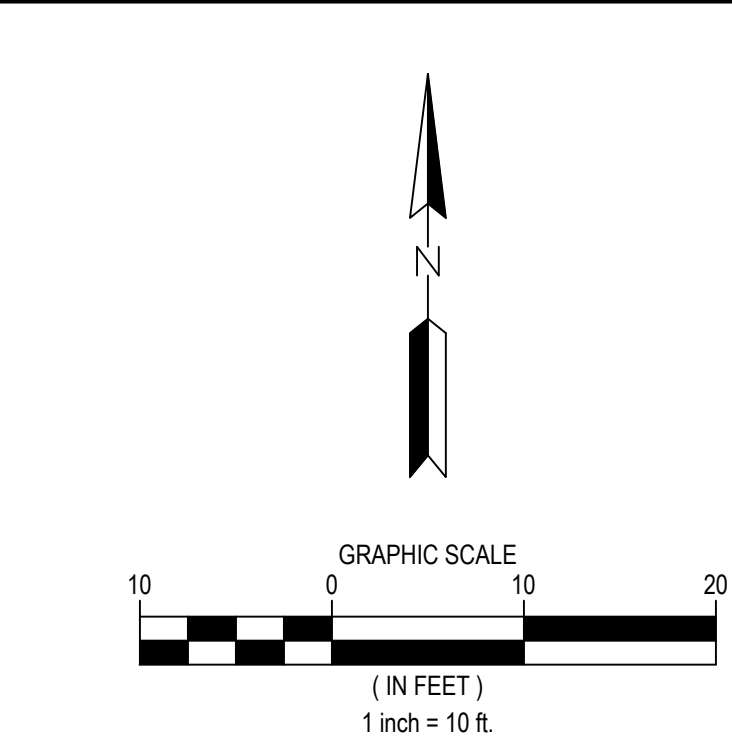
ISSUE DATE: XX/XX/XXXX





ISSUE NO.: X

SHEET TITLE:

POND 1 OPTIONS

SHEET NO.: ----



- 
 OPTION 1 - DREDGE POND SEDIMENT
- 
 OPTION 2 - DREDGE POND SEDIMENT AND EXPAND POND
- 
 OPTION 3 - DREDGE POND SEDIMENT PIPE OUTLET, AND EXPAND POND
- 
 OPTION 4 - DREDGE POND SEDIMENT PIPE OUTLET, EXPAND POND, AND INCREASE WATER QUALITY VOLUME



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LAKE RIDGE ESTATES FISH LAKE FEASIBILITY

PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT (PLSLWD) SCOTT COUNTY, MN

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LICENSE NO.: _____
DATE: _____

PROJECT NO.:	227707416
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ISSUE DATE: XX/XX/XXXX

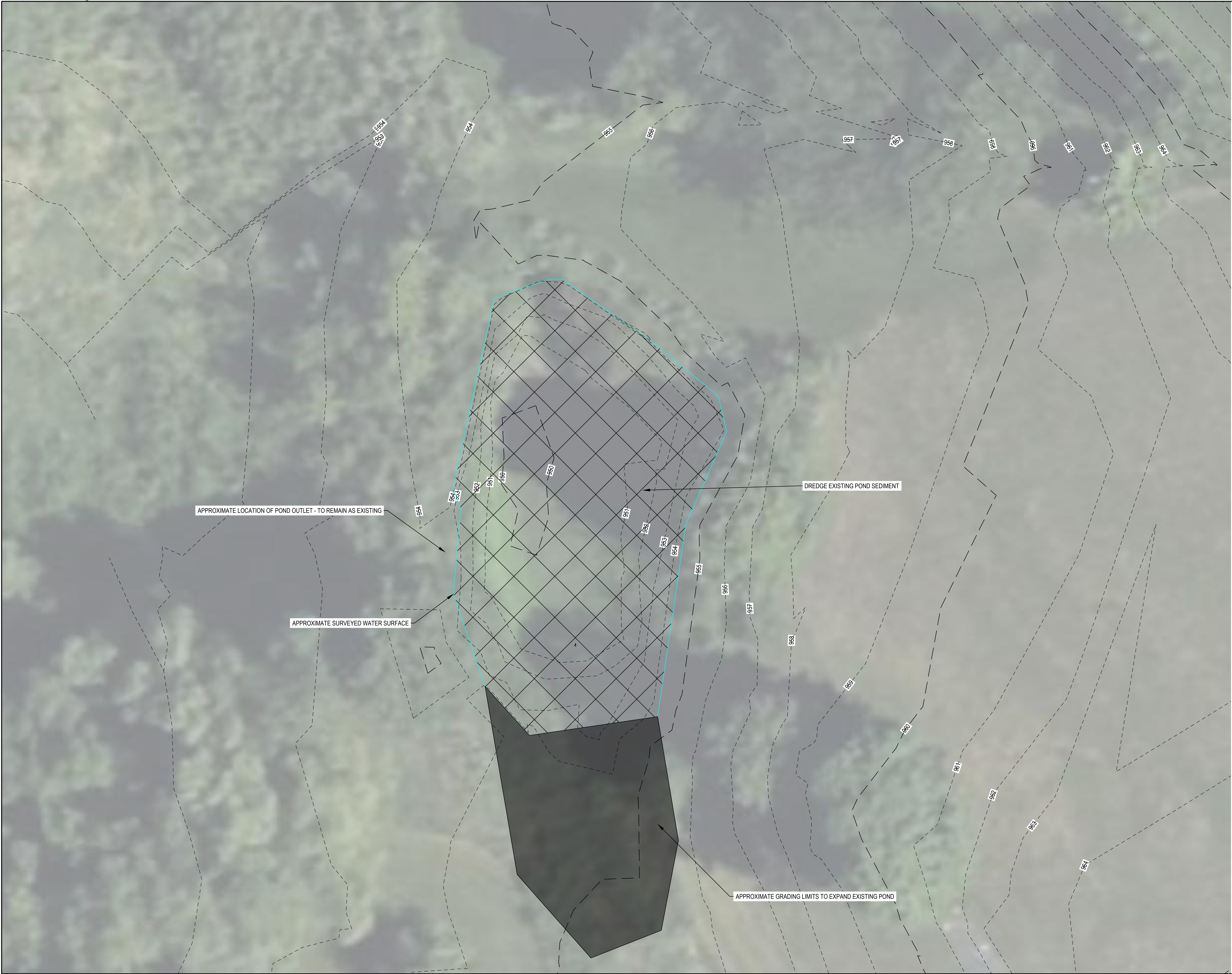
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SHEET TITLE:

POND 2 OPTIONS

SHEET NO.:

□ □ □ □



OPTION 1 - DREDGE POND SEDIMENT

+

OPTION 2 - DREDGE POND SEDIMENT AND EXPAND POND

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
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FAX: 952-831-1268
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PROJECT TITLE

LAKE RIDGE ESTATES FISH LAKE FEASIBILITY

PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT (PLSLWD)
SCOTT COUNTY, MN

ISSUE NO.:	DESCRIPTION:	DATE:

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DATE: _____

PROJECT NO.: 227707416

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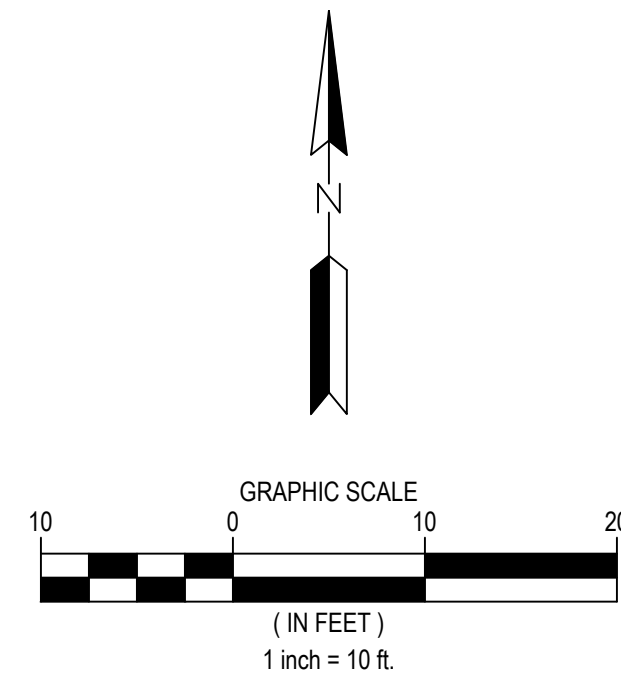
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ISSUE NO.: X

SHEET TITLE:

POND 3 OPTIONS

SHEET NO.: ----



- 
 OPTION 1 - DREDGE POND SEDIMENT
- 
 OPTION 2 - DREDGE POND SEDIMENT AND UPDATE OCS
- 
 OPTION 3 - DREDGE POND SEDIMENT, UPDATE OCS, AND INSTALL SAND FILTER



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LAKE RIDGE ESTATES FISH LAKE FEASIBILITY

PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT (PLSLWD)
SCOTT COUNTY MN

[illegible]

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LICENSE NO.: _____
DATE: _____

PROJECT NO.:	227707416
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ISSUE DATE: XX/XX/XXXX

ISSUE NO.:	X
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SHEET TITLE:

POND 4 OPTIONS

SHEET NO.:

□ □ □ □

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Minneapolis MN 55402-2314
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Subject 	Second Amendment to Conservation Easement A744386 (Shepherds Path Addition) by the Shakopee Mdewakanton Sioux Community (SMSC) and Shepherd of the Lake Evangelical Lutheran Church (SOLLC), PID 254520025	
Board Meeting Date 	June 17, 2025	Item No: 5.3
Prepared By 	Troy Kuphal, Scott SWCD	
Attachments 	1) Exhibit A - map of subject easement and encroachment area 2) Exhibit B - BMP location map 3) Exhibit C - Copy of Second Amendment 4) Exhibit D - Copy of Memorandum of Understanding	
Requested Action 	Consider approval of Second Amendment to Conservation Easement A744386 on PID 254520025 and cohort Memorandum of Understanding	

Background

Scott SWCD, on behalf of the District, began working with Shepherd of the Lake Evangelical Lutheran Church (SOLLC) in October 2024 to resolve priority compliance issues on Conservation Easement A744386 (Shepherds Path Addition) recorded July 7, 2006, and Amendment A830012 recorded July 6, 2009. Violation of the Conservation Easement (CE) includes the presence of an 8-foot wide by 290-foot long section of paved trail, resulting in an easement encroachment. Violation of the First Amendment involves non-maintenance of stormwater best management practices (BMP's) and education signage, each being conditions imposed by the District to allow a proposed emergency access roadway to partially encroach into the buffer.

Under current District policy, options for resolving encroachments include 1) requiring removal of the encroachment through voluntary or enforcement action, 2) allowing the encroachment to continue via an encroachment agreement, or 3) amending the easement to exclude the encroachment.

Pursuant to District policy, certain conditions must be met when considering easement amendments. These include the following:

- 1) The amendment is consistent and compatible with the purposes and intent of the original easement.
- 2) The amendment clearly serves the public interest and is consistent with the District's mission.
- 3) The amendment has a net beneficial or neutral effect on the relevant conservation values protected by the easement.
- 4) A decision to approve the amendment complies with the District's Conflicts of Interest policy.
- 5) The amendment results in conditions that can be monitored and enforced by the District.
- 6) The amendment is consistent with applicable laws governing conservation easements and with other local, state and federal laws.

Condition 3 above is often achieved by expanding the easement in areas that do not pose any encroachment and/or implementation of alternative stormwater best management practices. This is commonly referred to as “mitigation”.

In January of this year, ownership of the subject parcel transferred to the Shakopee Mdewakanton Sioux Community (SMSC). Since then SMSC has been the point of contact and has been working cooperatively with SWCD and the District Attorney to resolve each of the noted compliance issues. For their part, SMSC proposed the use of a Memorandum of Understanding (MOU, see Exhibit D) as the instrument to memorialize their commitment to meet Condition 3 above (i.e. mitigation). Though not enforceable, the District Administrator agreed the MOU approach would be acceptable based on the District and SMSC’s shared values and missions, long standing working relationship, and mutual trust.

Discussion

Resolution of Trail Encroachment pertaining to Conservation Easement (Doc No. A744386)

The District, SWCD, and SMSC staff discussed and agreed that Option 3 (i.e., amending the CE to exclude the encroachment with requirements for mitigation) was the preferred option for several reasons. First, the trail is part of the City of Prior Lake’s recreational trail network making it a valuable asset to the broader watershed community, so its elimination would not be in the public interest, and moving it approximately 15 feet east so that it is completely outside the easement would be cost prohibitive. Second, SMSC has intention to transfer this property to the federal government to be held in trust for members of the SMSC, and the federal government generally objects to any easements or other documents that impose obligations on the underlying owner of real property they hold in trust; therefore, allowing the trail to remain intact via an encroachment agreement recorded on the deed would be incompatible with SMSC’s future goals. Lastly, easements that are clear of unique circumstances and conditions are generally easier and less costly to monitor and enforce for the District.

The proposed amendment is the second of two amendments to CE A744386, and will accomplish the following objectives: 1) it amends the easement boundary to exclude the trail encroachment; 2) it expands the easement boundary further south to make up for approximately 415 of the 645 square feet that will result from excluding the paved trail and adjacent shoulder area; and 3) it assigns responsibility for the obligations imposed on the property to SMSC rather than owner, which in this case would be the federal government.

The expansion of the easement southward results in a net loss in easement area of just 230 square feet and is one of two measures being pursued to achieve required mitigation. The other measure is the contribution of \$10,000 towards the Fountain Hills Wetland Restoration Feasibility Study. This commitment is memorialized in the aforementioned MOU.

Resolution of BMP and Signage Maintenance Failures pertaining to Amendment (Doc No. A830012)

Provisions contained the (first) Amendment generally required installation of alternative stormwater BMP’s and interpretive signage as a condition to the District allowing an emergency access roadway to partially encroach into the buffer. The BMP’s included 1) porous pavement with drain tile along 130 feet of the emergency access roadway and 2) installation of two raingardens with associated vegetation and drain tile. Interpretive signage including nine (9) individual signs depicting various graphics and educational messaging related to water quality and stormwater management. The amendment further requires the porous pavement, raingardens, associated drain tiles, and signage be preserved and maintained in perpetuity. The locations of the practices are shown in Exhibit B. The BMP’s and signage were installed shortly after the amendment was recorded, but an inspection conducted in November 2024 by District and SWCD staff revealed maintenance had not been performed on the BMPs; several signs were missing; and signage that remained had faded such that it could not be read.

After considering the minimal environmental benefits provided by the BMP's in relation to downstream redundant treatment, and the cost of perpetual monitoring and enforcement (by the District), staff determined enforcement of the provisions set forth in the Amendment is no longer practical. In exchange for the District agreeing to terminate perpetual BMP maintenance obligations from the first Amendment, SMSC committed to the following measures, as further described in the MOU: 1) clean the porous pavement in 2025 and incorporate it into their routine BMP maintenance program; 2) repair and replant the raingardens and tile lines that drain into them, as needed to ensure proper function; and 3) in lieu of the replacement of the interpretive education signs, cooperate with the PLSLWD and provide coordinated educational meetings, presentations and tours.

Recommendation

District staff has determined that all requirements for approval of the amendment as set forth in District policy have been met and recommends that the Board approve, as presented, the Second Amendment to Conservation Easement A744386 on PID 254520025 and the cohort Memorandum of Understanding for execution by the District Administrator, subject to receipt of an original copy of the Amendment signed and notarized by SMSC and SOLLC, and an original copy of the Memorandum of Understanding signed by SMSC.

EXHIBIT A**Legend**

- Parcel boundaries
- Easement boundary
- Encroachment area

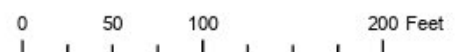
**Scale**

EXHIBIT B

Map of BMP's Installed as a condition for approval of Amendment to Declaration, Doc No. A830012 recorded July 6, 2009

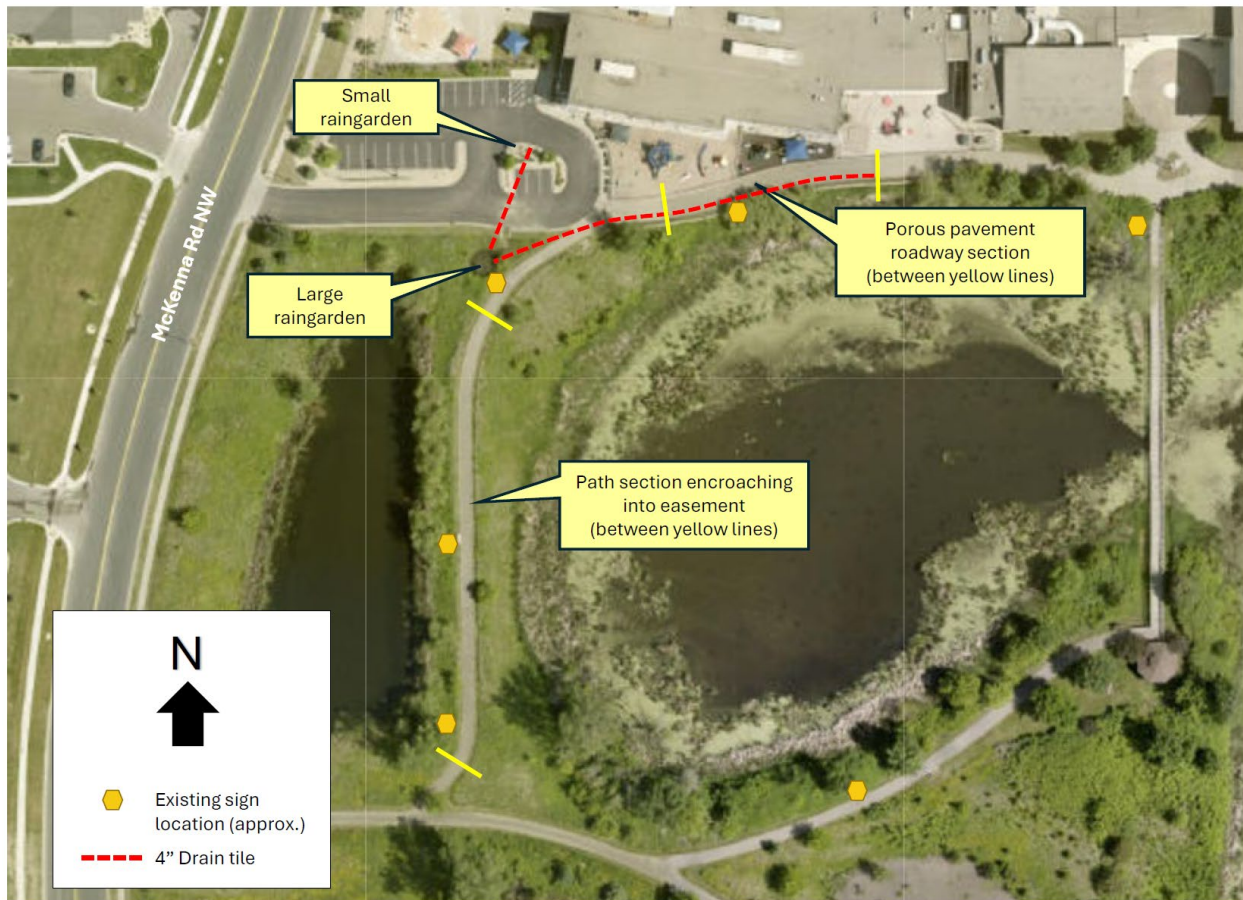


EXHIBIT C

Copy of Second Amendment

**CORRECTIVE SECOND AMENDMENT TO DECLARATION AND ACCEPTANCE
OF CONSERVATION EASEMENT**

This Corrective Second Amendment to Declaration and Acceptance of Conservation Easement (this “**Amendment**”) is executed as of the ____ day of _____, 2025, by the Shakopee Mdewakanton Sioux Community of Minnesota, a federally recognized Indian tribe (the “**SMSC**”), Shepherd of the Lake Evangelical Lutheran Church, a Minnesota nonprofit corporation (“**SOLLC**”), Shepherd’s Path Senior Housing, Inc., a Minnesota nonprofit corporation (“**SPSH**”), and the Prior Lake–Spring Lake Watershed District, a Minnesota political subdivision (“**PLSLWD**”).

WITNESSETH:

A. SOLLC and SPSH executed that certain Declaration and Acceptance of Conservation Easement dated June 27th, 2006, and recorded with the Scott County, Minnesota Recorder’s Office on July 7, 2006 as Document No. A744386 (the “**Original Declaration**”). PLSLWD accepted the conservation easements created by the Original Declaration by accepting the Original Declaration on July 6, 2006.

B. SOLLC, PLSLWD and the Young Men’s Christian Association of Minneapolis, also known as the Young Men’s Christian Association of the North, a Minnesota nonprofit corporation (the “**YMCA**”) executed that certain Amendment to Declaration last executed on June 3, 2009, and recorded with the Scott County, Minnesota Recorder’s Office on July 6, 2009 as Document No. A830012 (the “**First Amendment**”), and together with the Original Declaration, the “**Declaration**”).

C. SOLLC and SPSH executed that certain Second Amendment to Declaration and Acceptance of Conservation Easement dated December 12, 2024, which document was recorded with the Scott County Recorder’s Office on February 12, 2025 as Document No. A1201746 (the “**Erroneous Amendment**”). The Erroneous Amendment was not executed by PLSLWD, and therefore did not amend or otherwise modify the Declaration. The parties to this Amendment desire to confirm of record that the Erroneous Amendment is void and without effect.

D. The YMCA no longer leases or has any interest in any part of the property affected by the Declaration.

E. On December 12, 2024, SOLLC conveyed that certain property previously occupied by the YMCA, and more specifically described on Exhibit A attached hereto (the “**SMSC Property**”), to the SMSC. The SMSC proposes to convey ownership of the SMSC Property to the United States government, to be held in trust for the benefit of the members of the SMSC. In connection with such conveyance, the SMSC (rather than the federal government) will be responsible for complying with the obligations imposed

on the SMSC Property, and performing any obligations imposed by the Declaration on the SMSC Property.

F. PLSLWD has noted that approximately 280 feet of paved trail was constructed by the City of Prior Lake within the boundaries of the Easement Area (as that term is defined in the Declaration) located on the SMSC Property. In exchange for certain accommodations to be made by SOLLC, and with the incorporation of additional property within the Easement Area to mitigate for loss of conservation values, as provided herein, the PLSLWD has agreed to exclude from the Easement Area that certain real property affected by such paved trail.

G. The PLSLWD has requested that certain maintenance obligations described in the First Amendment be deleted from the Declaration.

H. Accordingly, the SMC, SOLLC, SPSH and PLSLWD have agreed to amend the Declaration as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. Erroneous Amendment Void. The parties hereto agree and acknowledge that the Erroneous Amendment is void and without further force or effect.

2. Amendment to Easement. The Declaration is hereby amended as follows:

(a) Section 6(b) of the Original Declaration (renumbered as Section 7(b) of the Declaration pursuant to the terms of the First Amendment) is hereby amended to read as follows:

(b) Each Owner, including Declarant, and each successor record owner of the Land shall be fully discharged and relieved of liability under this Declaration upon ceasing to own any interest in the Land and paying all amounts and performing all obligations hereunder to the time such ownership terminates. Notwithstanding the foregoing, pursuant to the provisions of Section 8 below if the underlying owner of the SMSC Property is the federal government held in trust for the benefit of the SMSC, the federal government shall not have liability under this Declaration solely based on its status as an owner of such property.

(b) The following is added to the Declaration as Section 8:

8. No Liability for the Federal Government. Notwithstanding anything to the contrary contained in this Declaration, each Owner shall be liable and responsible for the obligations, limitations, agreements and responsibilities created by this Declaration and for any judgment rendered hereon only to the extent of its respective interest in the Land. In the event the SMSC transfers fee title to the SMSC Property to the United States in trust for the members of the SMSC, the terms and conditions set forth in this Declaration shall not be binding upon the United States, and the United States shall not be deemed to be an Owner of the Land for purposes of this Declaration. The United States government shall have no obligation to repair or maintain any portion of the Land or the Easement Area, or to perform any obligations under this Declaration. The United States shall have no duty to indemnify or make any payments to PLSLWD or any other person or entity pursuant to the terms of this Declaration. Any duty to repair or maintain any portion of the Land or the Easement Area, or to perform any other obligations under this Declaration, or to indemnify

a party to this Declaration or any other person or entity pursuant to the terms of this Declaration, shall be borne only by the SMSC and SOLL.

(c) Section 4 of the Declaration and the Exhibits entitled “Plan Sheets for Stormwater Practices” and “Maintenance Terms for Stormwater Practices” (each as set forth in the First Amendment) are hereby deleted and of no further force or effect.

(d) The description and depiction of the Easement Area set forth on Exhibit C to the Original Declaration is hereby deleted in its entirety and replaced with the legal description of the Easement Area set forth on Exhibit B-1 attached hereto and the depiction of the Easement Area set forth on Exhibit B-2 attached hereto.

3. Sovereign Immunity. The SMSC is a federally recognized Indian Tribe acting under the authority of its Constitution, and as such enjoys all of the immunities maintained by such Indian Tribe. Nothing in this Amendment or the Declaration shall contain or be construed to contain any waiver of any sovereign immunity on the part of the SMSC.

4. Capitalized Terms. Terms used but not capitalized herein shall have the meanings respectively given to them in the Declaration.

5. Confirmation of the Declaration. Except as set forth herein, all other terms and conditions of the Declaration shall remain unmodified and in full force and effect. The Declaration as amended herein is hereby confirmed and ratified by each of the parties hereto.

6. Binding Effect. This Amendment, including the Recitals, shall be binding on the parties hereto and their respective heirs, successors and assigns.

7. Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. In addition, signature and acknowledgment pages from any counterpart may be removed and attached to any other counterpart so that any counterpart with all such signature and acknowledgment pages attached shall be deemed to be a complete and fully executed original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

**SHAKOPEE MDEWAKANTON SIOUX
COMMUNITY OF MINNESOTA**, a federally
recognized Indian tribe

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF SCOTT)

The foregoing was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of the Shakopee Mdewakanton Sioux Community of Minnesota, a federally recognized Indian tribe, on behalf of said Indian tribe.

Notary Public

**SHEPHERD OF THE LAKE EVANGELICAL
LUTHERAN CHURCH**, a Minnesota nonprofit
corporation

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF SCOTT)

The foregoing was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of Shepherd of the Lake Evangelical Lutheran Church, a Minnesota nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public

SHEPHERD'S PATH SENIOR HOUSING, INC., a
Minnesota nonprofit corporation

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF SCOTT)

The foregoing was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of Shepherd's Path Senior Housing, Inc., a Minnesota nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public

**PRIOR LAKE–SPRING LAKE WATERSHED
DISTRICT**, a Minnesota political subdivision

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF SCOTT)

The foregoing was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of Prior Lake–Spring Lake Watershed District, a Minnesota political subdivision, on behalf of said political subdivision.

Notary Public

This instrument was drafted by:

Paul S. Moe
Faegre Drinker Biddle & Reath LLP
2200 Wells Fargo Center
90 South 7th Street
Minneapolis, MN 55402

EXHIBIT A

Legal Description of the SMSC Property

Parcel 1:

Outlot B, Shepherds Path Addition, Scott County, Minnesota.

Abstract Property

Parcel 2:

That part of Lot 1, Block 2, Shepherds Path Addition, Dakota County, Minnesota, lying west of the following described line: Commencing at the most easterly southeast corner of said Lot 1; thence South 89 degrees 10 minutes 17 seconds West, assumed bearing, along a southerly line of said Lot 1, a distance of 326.45 feet to the point of beginning of the line to be described; thence on a bearing of North a distance of 482.33 feet, more or less, to the northerly line of said Lot 1 and there terminating.

Abstract Property

EXHIBIT B-1**Legal Description of the Easement Area**

A perpetual conservation easement over and across that part of Lot 1, Block 2, Shepherds Path Addition, Scott County, Minnesota, according to the record plat thereof, described as follows:

Commencing at most southerly southeast corner of said Lot 1, Block 2; thence on an assumed bearing of North 00 degrees 55 minutes 09 seconds East, along the most westerly east line of said Lot 1, Block 2, a distance of 354.02 to the point of beginning of the easement to be described; thence South 32 degrees 04 minutes 09 seconds West, a distance of 38.66 feet; thence South 00 degrees 55 minutes 09 seconds West, a distance of 273.56 feet; thence South 36 degrees 57 minutes 25 second West, a distance of 42.46 feet to the north line of a trail easement in favor of the City of Prior Lake (per Document No. A744388); thence South 89 degrees 53 minutes 59 seconds West, along said north line of a trail easement, a distance of 177.46 feet to the west line of said Lot 1, Block 2; thence northerly, along said west line of Lot 1, Block 2, a nontangential curve, concave to the east, having a radius of 1085.00 feet, a distance of 385.36 feet, having a central angle of 20 degrees 21 minutes 00 seconds and a chord bearing of North 12 degrees 11 minutes 56 seconds East, to the westerly extension of the mostly northerly south line of said Lot 1, Block 2; thence North 89 degree 10 minutes 17 seconds East, along said westerly extension of the most northerly south line of Lot 1, Block 2, a distance of 147.50 feet to the most northwesterly southeast corner of said Lot 1, Block 2; thence South 00 degrees 55 minutes 09 seconds West, along said most westerly east line of Lot 1, Block 2, a distance of 36.29 feet to the point of beginning.

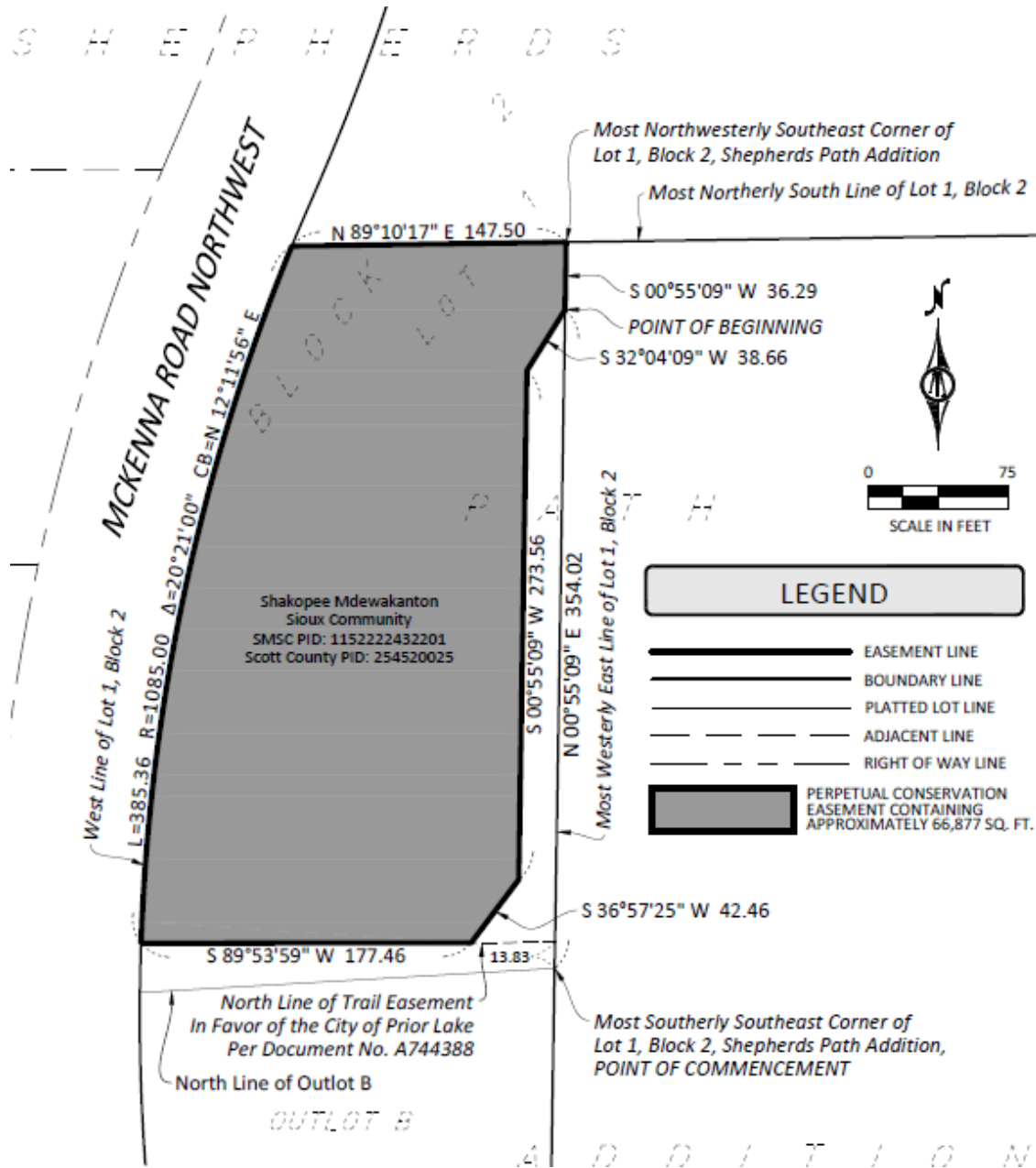
EXHIBIT B-2**Depiction of the Easement Area**

EXHIBIT D

Copy of Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING REGARDING CONSERVATION EASEMENT

This Memorandum of Understanding Regarding Conservation Easement (this “**MOU**”) is executed as of the ____ day of _____, 2025, by the Shakopee Mdewakanton Sioux Community of Minnesota, a federally recognized Indian tribe (the “**SMSC**”), and the Prior Lake–Spring Lake Watershed District, a Minnesota political subdivision (“**PLSLWD**”).

WITNESSETH:

A. Shepherd of the Lake Evangelical Lutheran Church, a Minnesota nonprofit corporation (“**SOLLC**”), and Shepherd’s Path Senior Housing, Inc., a Minnesota nonprofit corporation (“**SPSH**”) executed that certain Declaration and Acceptance of Conservation Easement dated June 27th, 2006, and recorded with the Scott County, Minnesota Recorder’s Office on July 7, 2006 as Document No. A744386 (the “**Original Declaration**”). PLSLWD accepted the conservation easements created by the Original Declaration by accepting the Original Declaration on July 6, 2006.

B. SOLLC, PLSLWD and the Young Men’s Christian Association of Minneapolis, also known as the Young Men’s Christian Association of the North, a Minnesota nonprofit corporation (the “**YMCA**”) executed that certain Amendment to Declaration last executed on June 3, 2009, and recorded with the Scott County, Minnesota Recorder’s Office on July 6, 2009 as Document No. A830012 (the “**First Amendment**”)

C. The YMCA no longer leases or has any interest in any part of the property affected by the Declaration. In addition, on December 12, 2024, SOLLC conveyed that certain property previously occupied by the YMCA (the “**SMSC Property**”) to the SMSC.

D. Effective as of the date of this MOU, SOLLC, SPSH, the SMSC and PLSLWD executed that certain Corrective Second Amendment to Declaration and Acceptance of Conservation Easement (the “**Second Amendment**”, and together with the Original Declaration and First Amendment, the “**Declaration**”).

E. Pursuant to the terms of the Second Amendment, the PLSLWD agreed to release from the conservation easement created by the Declaration a portion of the SMSC Property on which a trail had been constructed (and a trail easement had been dedicated). Also pursuant to the terms of the Second Amendment, the SMSC granted to the PLSLWD an expansion of the conservation easement created by the Declaration over a portion of the SMSC Property. This grant of an additional conservation easement was intended to mitigate the encroachment by the trail easement over a portion of the conservation easement.

F. As additional mitigation for such encroachment, the SMSC has agreed to take certain additional steps, as further described herein. The PLSLWD agrees and acknowledges that these additional steps by the SMSC will fully mitigate the encroachment of the trail onto the conservation easement created by the Declaration.

NOW, THEREFORE, the parties hereto acknowledge the following:

1. **Actions Taken by the SMSC.**

- (a) The SMSC has agreed to contribute \$10,000 towards a joint study with the PLSLWD related to the Vierling property located at the corner of CR42/21 to determine phosphorus content in the soil, complete a drainage analysis and determine the potential discharge impact from this property to Pike Lake.

- (b) The SMSC has agreed to (i) clean the porous pavement in 2025 and incorporate it into their general BMP maintenance program for regular maintenance thereafter, (ii) investigate and, if necessary, clean and repair the tile drain system, and (iii) repair and, as appropriate, replant the raingardens so that they properly function.
- (c) In lieu of the replacement or repair of the interpretive signs on the conservation easement created by the Declaration, the SMSC has agreed to cooperate with the PLSLWD and provide coordinated educational meetings, presentations and tours.

2. **Actions Taken by the PLSLWD.** The PLSLWD agrees that the actions described in Section 1 above constitute the mitigation required to address the historic encroachment of a trail easement over the conservation easement created by the Declaration. In addition, the PLSLWD agrees that the SMSC is not required to repair or replace any interpretive signs located on the SMSC Property, and further that the SMSC may, at its convenience, remove any existing interpretive signage located on the SMSC Property.

3. **Counterparts.** This MOU may be executed in counterparts, including facsimile and PDF counterparts, each of which will be deemed an original, and all of which will constitute the same agreement.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

**SHAKOPEE MDEWAKANTON SIOUX
COMMUNITY OF MINNESOTA**, a federally
recognized Indian tribe

By: _____

Name: _____

Its: _____

**PRIOR LAKE-SPRING LAKE WATERSHED
DISTRICT**, a Minnesota political subdivision

By: _____

Name: _____

Its: _____

Approved for Form and Execution:

PLSLWD Attorney

PLSLWD Board Staff Report

June 9, 2025


**PRIOR LAKE
SPRING LAKE
WATERSHED DISTRICT**

Subject 	Spring West Iron Enhanced Sand Filter Easement Acquisition		
Board Meeting Date 	June 17, 2025	Meeting Item:	5.4
Prepared By 	Emily Dick, Project Manager		
Attachments 	a) Agreement to Convey Easement b) Spring West Iron Enhanced Sand Filter Easement		
Proposed Action 	Motion to authorize board president to sign agreement and easement, with any non-substantive changes on advice of counsel and engineer, and authorize board officers and administrator, on advice of counsel, to perform District obligations under the agreement.		

Background

The Spring West Iron Enhanced Sand Filter project was identified in the Upper Watershed Blueprint study as a potential project to reduce external loads to Spring Lake. A feasibility study was conducted by EOR in 2021 which developed several alternatives and identified a preferred alternative for implementation. The feasibility study was partially supported through a Watershed Based Implementation Fund grant.

Through conversations with the landowner, the following easement agreement was agreed upon. Obtaining an easement agreement allows the District to ensure access and use of the project area for implementation, operations and maintenance. The Board of Managers approved negotiation of this easement in closed meetings on April 15, 2025, and May 20, 2025.

Discussion

In discussions with state grant managers, applications related to project construction, permitting and design would be competitive, although funds are limited. Final design, permitting, bid administration, legal, construction and construction administration costs are estimated to be approximately \$800,000. Obtaining the easement allows the District to strategically fundraise for implementation, and to ensure an important water quality project has a place to land. The project is estimated to remove 207 lbs of phosphorus annually.

Recommendation

Motion to authorize board president to sign agreement and easement, with any non-substantive changes on advice of counsel and engineer, and authorize board officers and administrator, on advice of counsel, to perform District obligations under the agreement.

Budget Impact

The cost associated with the proposed activity requires an amendment to move funds from 550- Swamp Lake Iron Enhanced Sand Filter, which has adequate funds to cover this cost, to 550- Spring West Iron Enhanced Sand Filter.

AGREEMENT to CONVEY EASEMENT**Legal description of subject property:
*Attachment A***

THIS AGREEMENT to CONVEY EASEMENT ("Agreement") is entered into between Jeffrey A. Hylland, a single person ("Grantor"), 17731 Marschall Road, Jordan MN 55352; and the Prior Lake-Spring Lake Watershed District, a political subdivision of the State of Minnesota with powers set forth at Minnesota Statutes Chapters 103B and 103D ("Grantee").

RECITALS

- A. Grantor owns in fee simple certain real property, 11.89 acres more or less, as legally described in Attachment A, incorporated herein (the "Property"), jointly with the personal representatives of the Estates of _____ and _____. Grantor and the personal representatives have agreed to terms by which Grantor will acquire the full, undivided fee simple interest in the Property (the "Acquisition").
- B. Grantee is a special purpose unit of government with statutory powers and purposes to protect and manage water resources for beneficial public use. A channel crosses the Property and conveys stormwater and other surface waters to Spring Lake. Grantee wishes to construct facilities to divert and treat flows from the channel, and to remove nutrients and sediments from those flows, to improve the water quality of Spring Lake (the "Project").
- C. Grantor and Grantee have agreed to terms of an easement by which Grantee may enter and occupy a part of the Property to build, inspect, operate and maintain the Project. The easement is Attachment B hereto, incorporated herein ("Easement").
- D. Grantor will convey the Easement to Grantor after the Acquisition. However, Grantor requires a part of the payment that Grantee will provide hereunder to finance the Acquisition. Accordingly, this Agreement provides for the Easement to be conveyed in conjunction with the closing on the Acquisition.

THEREFORE, for valuable consideration, and under the mutual terms set forth herein, the receipt and sufficiency of which hereby are acknowledged, Grantor and Grantee hereby agree as follows:

TERMS

1. Grantor will notify Grantee of the name and contact data of the escrow agent for the Acquisition, and the date and time of Acquisition closing, which will be no later than June 30, 2025. The closing date may be extended only by agreement of Grantor and Grantee's executive director, in writing.
2. At least seven days before closing, Grantee will execute and deliver to the escrow agent three originals of the Easement. Grantor will execute the originals in accordance with paragraph 3.e, below.
3. At least seven days before closing, Grantor will deliver to Grantee the following, in form and substance to Grantee's satisfaction, not to be unreasonably withheld:
 - a. Copies of the personal representatives' deeds for the Acquisition, complete except for the personal representative's execution.
 - b. A certified copy of the letters of appointment for each estate, each issued at least 30 days prior to the closing date.
 - c. A certified copy of the will for each estate.
 - d. Document(s) establishing the legally binding consent, to the Acquisition, of each beneficiary with an interest in the Property under the wills.
 - e. The escrow agent's signed closing instruction providing that the agent will: (i) provide for the personal representative to sign the deeds for the Acquisition on the date of closing; (ii) provide for Grantor to execute the originals of the Easement after the personal representative has signed the deeds for the Acquisition; (iii) file the Easement, promptly on closing, for recording together with and sequentially after filing the Acquisition deeds; (iv) promptly deliver to Grantee one copy of the Easement bearing the recorder's stamp documenting filing, and one fully signed original of the Easement.
4. Prior to the closing date and time, and in consideration of Grantor's performance of all obligations under this Agreement, Grantee will deliver to the agent the amount of \$251,000, in the form of a bank check, payable to _____.
5. Grantor warrants to Grantee the closing agent's performance in accordance with the signed closing instructions referenced at paragraph 3.e, above. In addition to remedies at law, Grantor and Grantee concur that specific performance is an available remedy, without regard to the existence of an adequate remedy at law. Remedies are cumulative and not exclusive.
6. All recitals are a part of this Agreement.

7. The Agreement is governed by the laws of the State of Minnesota. The Agreement sets forth the entire agreement of the parties and supersedes all prior discussions and agreements. The parties may amend the Agreement only by a writing duly executed by both parties.

GRANTOR

Jeffrey A. Hylland

Date:

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 2025, by Jeffrey A. Hylland.

Notary Public

GRANTEE, PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT

Bruce Loney, President

Date:

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 2025, by Bruce Loney as President of the Prior Lake-Spring Lake Watershed District.

Notary Public

ATTACHMENT A**LEGAL DESCRIPTION: SUBJECT PROPERTY**

That part of the Southwest Quarter of Section 8, Township 114, Range 22, Scott County, Minnesota, described as follows :

Commencing at the Northwest corner of said Southwest Quarter; thence South along the West line of said Southwest Quarter a distance of 1032.78 feet to the point of beginning of the land to be described; thence continuing South along said West line a distance of 653.00 feet; thence East at right angles to said West line a distance of 670.00 feet; thence North and parallel with said West line a distance of 975.26 feet; thence West at right angles a distance of 332.00 feet; thence South and parallel with said West line a distance of 332.26 feet; thence West at right angles a distance of 338.00 feet to the point of beginning. Containing 12.5 acres more or less.

ATTACHMENT B

EASEMENT

DRAFT

EASEMENT

**On the Property of Jeffrey A. Hylland
Scott County, Minnesota**

**Legal description of subject property:
*Attachment A***

THIS EASEMENT is entered into by Jeffrey A. Hylland, a single person ("Grantor"), 17731 Marschall Road, Jordan MN 55352; and the Prior Lake-Spring Lake Watershed District, a political subdivision of the State of Minnesota with powers set forth at Minnesota Statutes Chapters 103B and 103D ("Grantee").

RECITALS

- A. Grantor owns in fee simple certain real property, 11.89 acres more or less, PID 11908006, as legally described in Attachment A, which is incorporated herein (the "Property"). A channel crosses the Property and conveys stormwater and other surface waters to Spring Lake.
- B. Grantee is a special purpose unit of government with statutory powers and purposes to protect and manage water resources for beneficial public use. Grantee wishes to construct facilities to divert and treat flows from the channel, and to remove nutrients and sediments from those flows, to improve the water quality of Spring Lake (the "Project").
- C. The purpose of this Easement is to allow Grantee to enter and occupy a part of the Property to build, inspect, operate and maintain the Project.

THEREFORE, for one dollar and other valuable consideration, and under the mutual terms set forth herein, the receipt and sufficiency of which hereby are acknowledged, Grantor conveys to Grantee and Grantee accepts an Easement on the Property, subject to terms specifically set forth herein.

1. Easement Description. The Easement Area, encompassing 2.5 acres, more or less, is as delineated on the site plan at Attachment B hereto, which is incorporated herein.
 - a. When Grantee has advanced the Project design, it will prepare a revised Attachment B containing a delineation and legal description of the Easement Area. The Easement Area

in the revised site plan may deviate from the Easement Area as shown on Attachment B, provided it is in the same general location overlying the channel and is no greater in area.

b. On Grantee's request, Grantor promptly will sign an amendment to this Easement substituting the revised Attachment B. Grantee thereafter may record the amendment in the Scott County title records, at its cost.

c. In the event of conflict between the final legal description and delineation, the description controls.

2. Easement Term. This Easement is a perpetual easement to allow Grantee to modify and maintain the Project for water quality, habitat and related water resource purposes.
3. Grantee's Rights in Easement. Grantor conveys to Grantee the right to engage in the following activities within the Easement Area:
 - a. Land Alteration. Grantee may modify lands by excavation, grading, and filling. Grantee owns all right, title and interest in any soil and vegetative material removed, unless the material is disposed of on the Property by agreement of Grantor and Grantee.
 - b. Flowage and Flow Management. Grantee may direct and redirect surface water flows; flood or drain lands, wholly or partly; and otherwise manage surface flows. This does not include the right to increase flood elevation on, or drain or redirect surface flows on or across, any lands outside of the Easement Area, including the remainder of the Property.
 - c. Rock, Bioengineered Elements and Structure Features. Grantee may install dirt, rock, sand, bioengineered elements and fabricated structures to modify and stabilize the bed and banks of surface waters, manage and treat flows, and redirect surface and subsurface flows.
 - d. Vegetation Management. Grantee may remove surface vegetation, brush and trees as needed to implement the Project. Grantee may seed, plant and maintain vegetation.
 - e. Associated Rights. For Project purposes, Grantee may engage in activities incidental to those authorized in this section 3, above, including but not limited to site inspection by Grantee and permitting authorities; investigation and testing; placing and maintaining erosion control and similar construction-phase site measures; staging and operating equipment and vehicles; and stockpiling materials. Grantee may enter the Easement to inspect, operate, maintain, modify, reconstruct and remove the Project, and may install and maintain signage or markers to designate the Easement Area boundary.
4. Grantor's Limitations within the Easement Area. Grantor reserves all rights associated with ownership of the Property except for the following limitations and prohibitions within the

Easement Area. For the purposes of this section 4, "Grantor" includes all those acting under authority or direction of Grantor.

- a. Prohibited Uses. Grantor will not perform an act that materially impairs or interferes with Grantee's ability to exercise its rights under this Easement, or that alters any element of the Project. All rights reserved by Grantor, and all permitted acts of Grantor under this section 4, must be exercised in accordance with this paragraph 4.a.
 - b. Structures and Improvements. Grantor will not place or construct a temporary or permanent building, structure, paved or gravel surface, sign or other improvement of any kind, except that within the area delineated and labeled on Attachment B as "Crossing," Grantor may maintain and replace a channel crossing. Grantor will maintain the hydraulic capacity of the existing 36" corrugated metal culvert, and may replace it in a manner that preserves hydraulic capacity.
 - c. Utilities. Grantor will not install a new utility system or expand an existing utility system including but not limited to water, sewer, power, fuel, or communications or data lines, without the prior written approval of and in accordance with terms specified by Grantee.
 - d. Surface Alteration. Grantor will not alter surface vegetation or soils, including but not limited to filling, excavating, ditching, diking, or removing soil, sand, gravel, rocks or other material, except that Grantor may mow the area delineated and labeled on Attachment B as "Access Path," to a width not to exceed 12 feet. Notwithstanding the foregoing, within the westernmost 175 feet of the Easement Area adjacent to the public right-of-way as located on Attachment B, mowing width is not limited.
 - e. Agricultural Use. Grantor will not till, plow, cultivate row crops, graze or feed livestock or horses, hay, or garden. Grantor will not apply pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides.
 - f. Placement of Waste, Fill or Other Material. Grantor will not stockpile, dump, dispose of or otherwise place soil, gravel, refuse, brush or other material. Grantor will not place any storage tank on or under the Easement Area.
 - g. Motor Vehicles. Grantor will not operate a motorized vehicle except within the mowed corridor of the Access Path as labeled on Attachment B and described in paragraph 4.d.
5. Right to Convey. Grantor reserves the right to sell, transfer, lease or encumber all or part of the Property subject to this Easement. Grantor will inform all others who exercise any right on the Property, by or through Grantor, of this Easement and the constraints that it imposes.
 6. No Public Access Granted. Nothing in this Easement authorizes any public right of access onto the Property. The right of entry conveyed to Grantee under this Easement is limited to

Grantee, where Grantee is defined to include Grantee's authorized representatives, agents, contractors and subcontractors.

7. Inspection and Enforcement. Grantee may enter the Easement Area at reasonable times and in a reasonable manner to inspect for conformance to the terms of this Easement. Grantee may act to prevent or remedy a violation of the Easement.

8. Regulatory Authorities Not Affected. This Easement does not replace or diminish the regulatory authority of any federal, state or local public body, including Grantee, as it may apply to the Property or any activity on it.

9. Warranties. Grantor represents and warrants that he has the authority to convey to Grantee all rights conveyed by this Easement, and further warrants as follows:

a. To Grantor's actual knowledge, no judicial or administrative proceeding, in the nature of in rem, has been instituted or threatened against the Property.

b. To Grantor's actual knowledge, no condemnation or eminent domain proceeding is pending or threatened against the Easement Area.

c. To Grantor's actual knowledge, there is no unrecorded lien, easement, lease, license or other encumbrance against the Easement Area.

d. Grantor has full power to enter into and convey this Easement by its terms, and the execution and the delivery of this Easement is not a default under or violation of any agreement, mortgage or other instrument to which Grantor is a party.

e. To Grantor's actual knowledge, neither Grantor nor another person has deposited or caused to be deposited on, under or over the Easement Area any petroleum product or waste including oils and gasoline, hazardous substance including hazardous waste, asbestos, urea formaldehyde foamed in place insulation or polychlorinated biphenyl, whether contained or uncontained. To Grantor's actual knowledge, neither a material referred to in the preceding sentence, contained or uncontained, nor a container previously containing the material, remains on or under the Easement Area.

f. To Grantor's actual knowledge, no wellhead is within the Easement Area.

10. Notice of Property Transfer. Grantor will give fifteen (15) days' prior written notice to Grantee of a transfer of fee interest in all or part of the Property. Grantee has no right to block or prevent Grantor's transfer of the Property to any third party, whether by sale, rental, lease, or otherwise.

11. Taxes, Insurance. Grantor retains all financial obligations and bears all costs and liabilities of any kind accruing from fee ownership of the Property. Grantor will pay all taxes and assessments levied against the Property. Neither Grantor nor Grantee has an obligation to the other to maintain liability or other insurance, but each will maintain such insurance as they deem

appropriate for their own purposes. If Grantor becomes delinquent in payment of charges, taxes or assessments, such that a lien is created against the Property, Grantee, at its option and after written notice to Grantor, and on the contingency that Grantor does not timely act, may appear, make payment and otherwise exercise the standing and rights of Grantor as reasonably necessary to assure the continued enforceability of this Easement, and will be reimbursed by Grantor for its payment and for costs related thereto.

12. Ownership Costs and Liabilities; Indemnification. Grantor retains all responsibilities and bears all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. The preceding sentence shall not apply to any action of, or alteration or improvement constructed by, Grantee within the Easement Area. Except as otherwise provided in this Easement, Grantor will defend Grantee as to any claim arising from Grantor's activities within the Easement Area; and hold harmless and indemnify Grantee for liabilities, costs, fees and damages from any such claim, to the extent resulting from Grantor's activities. Except as otherwise provided in this Easement, Grantee will defend Grantor as to any claim arising from Grantee's activities within the Easement Area; and hold harmless and indemnify Grantor for liabilities, costs, fees and damages from any such claim, to the extent resulting from Grantee's activities.

13. Waiver. A decision by either party not to exercise its rights of enforcement in the event of a breach of a term of this Easement is not a waiver of such term, any subsequent breach of the same or any other term, or any of the party's rights under this Easement. The delay or failure to discover a breach or to exercise a right of enforcement as to such breach does not impair or waive a party's rights of enforcement, all of which shall be cumulative and not exclusive.

14. Acts Beyond Party's Control. A party will not exercise its right of enforcement against the other party for injury, alteration or encroachment contrary to the terms of this Easement resulting from: (a) a cause beyond the reasonable control of that party, including without limitation fire, flood, a precipitation event with a statistical recurrence interval of 100 years or more, storm, and earth movement resulting from natural forces or the act of a third party; or (b) any prudent action taken by the party under emergency conditions to prevent, abate or mitigate significant injury or alteration from such a cause.

15. Notices. Any notice or other communication that either party must give to the other will be in writing and delivered to the following address or such other address as either party designates by written notice to the other:

GRANTOR
Jeffrey Hylland
[Etc.]

PLSLWD
Administrator
[Etc.]

16. Recitals Incorporated. All recitals are a part of this Easement.

17. Miscellaneous. This Easement is governed by the laws of the State of Minnesota. This Easement sets forth the entire agreement of the parties and supersedes all prior discussions and agreements. The parties may amend this Easement only by a writing duly executed by both parties. The terms of this Easement bind and benefit the parties and their respective personal representatives, heirs, successors, assigns and all others who exercise any right by or through them and shall run with the Property in perpetuity. Grantee may assign this Easement, or any right or responsibility hereunder, exclusively or non-exclusively, but only to a public body that is authorized to operate and maintain the Project. Grantee will give thirty (30) days' advance written notice to Grantor of an assignment. Grantee may record and re-record this Easement, at its cost, in the Scott County title records. Grantor will cooperate in such acts of recordation.

GRANTOR

Jeffrey A. Hylland

Date:

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 2025, by Jeffrey A. Hylland, a single person.

Notary Public

PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT

Bruce Loney, President

Date:

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 2025, by Bruce Loney as President of the Prior Lake-Spring Lake Watershed District.

Notary Public

This document prepared by:
Smith Partners P.L.L.P.
250 South Marquette Avenue, Suite 250
Minneapolis MN 55401

ATTACHMENT A

LEGAL DESCRIPTION: BURDENED PROPERTY

DRAFT

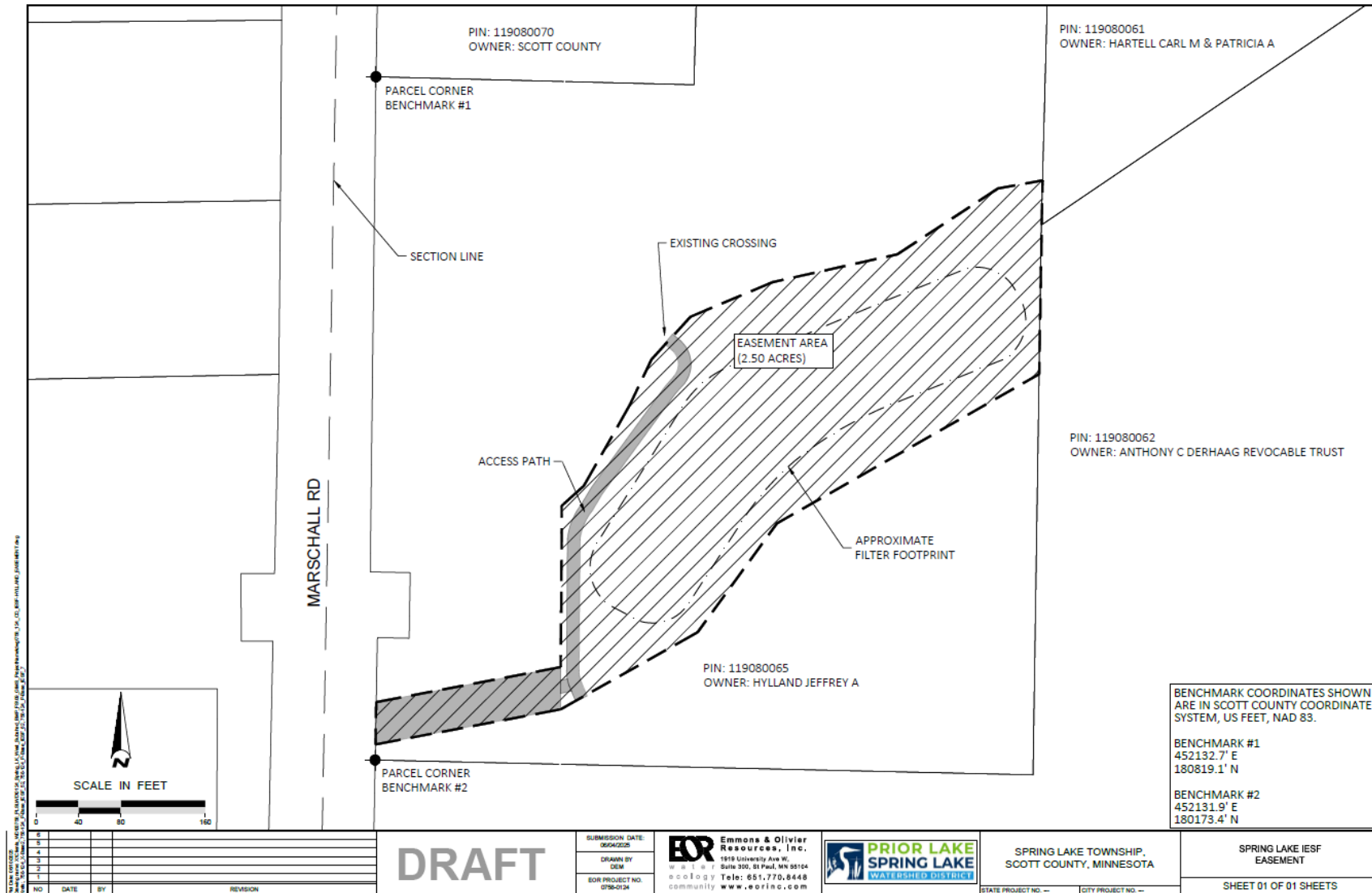
That part of the Southwest Quarter of Section 8, Township 114, Range 22, Scott County, Minnesota, described as follows:

Commencing at the Northwest corner of said Southwest Quarter; thence South along the West line of said Southwest Quarter a distance of 1032.78 feet to the point of beginning of the land to be described; thence continuing South along said West line a distance of 653.00 feet; thence East at right angles to said West line a distance of 670.00 feet; thence North and parallel with said West line a distance of 975.26 feet; thence West at right angles a distance of 332.00 feet; thence South and parallel with said West line a distance of 332.26 feet; thence West at right angles a distance of 338.00 feet to the point of beginning. Containing 12.5 acres more or less.

ATTACHMENT B

DELINEATION: PROJECT EASEMENT

DRAFT



PRIOR LAKE SPRING LAKE WATERSHED DISTRICT
Financial Report - Cash Basis
January 1, 2025 Through May 31, 2025

Program Element		2025 Source of Funds			Budget Adjustment	2025 Budget	2025 Actual Results		
		2025 Levy	Budget Reserve	Grant Funds/Fees			May 2025	YTD	YTD % of Budget
	General Fund (Administration)								
	Revenues								
	Property Taxes	\$ 261,600	\$ -	\$ -		\$ 261,600	\$ -	\$ 942	0%
	Interest	-	-	18,400		18,400	-	6,027	33%
	Total Revenues	\$ 261,600	\$ -	\$ 18,400	\$ -	\$ 280,000	\$ -	\$ 6,969	2%
	Expenditures								
	Administrative Salaries and Benefits	\$ 137,100	\$ -	\$ 18,400		\$ 155,500	18,355	75,388	48%
	703 · Telephone, Internet & IT Support	19,500	-	-		19,500	1,185	5,546	28%
	702 - Rent	28,200	-	-		28,200	2,459	14,076	50%
	706 · Office Supplies	7,000	-	-		7,000	1,287	4,616	66%
	709 · Insurance and Bonds	13,000	-	-		13,000	13,690	13,690	105%
	670 · Accounting	36,300	-	-		36,300	4,898	19,871	55%
	671 · Audit	11,000	-	-		11,000	-	8,775	80%
	903 · Fees, Dues, and Subscriptions	1,500	-	-		1,500	-	1,358	91%
	660 · Legal (not for projects)	8,000	-	-		8,000	549	1,876	23%
	General Fund (Administration) Expenditures	\$ 261,600	\$ -	\$ 18,400		\$ 280,000	\$ 42,422	\$ 145,196	52%
	Net Change in General Fund	-	-	-	-	-	(42,422)	(138,228)	

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

PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

Financial Report - Cash Basis

January 1, 2025 Through May 31, 2025

Program Element		2025 Source of Funds							2025 Actual Results		
		2025 Levy	Budget Reserve	Grant Funds/Fees	Budget Adjustment	2025 Budget	May 2025	YTD	YTD % of Budget		
	Implementation Fund										
	Revenues										
	Property Taxes	\$ 1,784,850	\$ -	\$ -	\$ -	\$ 1,784,850	-	6,339	0%		
	Grants/Fees	-	-	145,967	443,975	589,942	-	296,988	50%		
	Interest	-	-	124,300	-	124,300	6,972	51,167	41%		
	Sales/Other	-	-	-	-	-	10,357	10,357	#DIV/0!		
	Budget Reserves	-	\$ 1,018,908	-	11,300	1,030,208	-	-	0%		
	Total Revenues	\$ 1,784,850	\$ 1,018,908	\$ 270,267	\$ 455,275	\$ 3,529,300	\$ 17,329	\$ 364,850	10%		
	Expenditures										
	Program Salaries and Benefits (not JPA/MOA)	\$ 379,700	\$ -	\$ 124,300	\$ -	\$ 504,000	\$ 33,124.86	\$ 172,340	34%		
Water Qual	550 - Swamp Lake	\$ 9,390	\$ 89,968	\$ 535,942	\$ 443,975	\$ 1,079,275	\$ 10,491	\$ 55,043	5%		
Water Qual	550 -200th Street Pond Improvements	-	26,400	15,000	-	41,400	-	4,604	11%		
Water Qual	550 - FeCl Site Improvements	154,500	116,700	-	-	271,200	228,233	245,676	91%		
Water Qual	550 - Buck Stream Stabilization	-	-	-	7,500	7,500	4,726	4,830	64%		
Water Qual	652 Farmer-led Council	72,000	-	-		72,000	7,377	8,167	11%		
Water Qual	652 Cost-Share Incentives	88,000	-	-		88,000	12,460	12,460	14%		
Water Qual	611 Highway 13 Wetland, FeCl system & Desilt, O&M	159,500	55,000	-	-	214,500	19,522	30,772	14%		
Water Qual	611 Carp Management	88,500	-	-		88,500	3,556	21,880	25%		
Water Qual	611 District Owned Parcels Maintenance	1,200	-	-	3,800	5,000	123	3,675	73%		
Water Qual	611 Buck Stream Stabilization Parcel Maintenance	4,000	-	-		4,000	-	-	0%		
Water Qual	611 Alum Internal Loading Reserve	200,000	-	-	-	200,000	6,260	15,471	8%		
Water Qual	637 District Monitoring Program	89,100	-	-		89,100	2,461	6,206	7%		
Water Qual	626 Planning and Program Development	32,000	-	-		32,000	463	14,810	46%		
Water Qual	626 LGU Plan Review	3,000	-	-		3,000	-	-	0%		
Water Qual	626 Engineering not for programs	21,000	-	-		21,000	2,558	6,097	29%		
Water Qual	626 Debt Issuance Planning	15,000	-	-		15,000	-	-	0%		
Water Qual	648 Permitting and Compliance	65,000	-	-		65,000	7,176	11,590	18%		
Water Qual	648 Update MOAs with cities & county	-	5,000	-		5,000	218	218	4%		
Water Qual	648 BMP and easement inventory & inspections	35,500	-	4,500	-	40,000	8,356	12,469	31%		
Water Qual	626 Capital Project Planning (Prev: Upper Watershed Projects)	16,200	291,600	-	-	307,800	9,951	14,915	5%		
Water Qual	626 Lake Ridge Stormwater Feasability Study	-	48,000	7,500	-	55,500	-	20,454	37%		
	WQ TOTAL	\$ 1,053,890	\$ 632,668	\$ 562,942	\$ 455,275	\$ 2,704,775	\$ 323,930	\$ 489,338	18%		
Water Storage	550 District-wide Hydraulic & Hydrologic model	\$ 4,000	\$ -	\$ -		\$ 4,000	\$ -	\$ -	0%		
Water Storage	626 Comprehensive Wetland Plan Update	-	35,500	-	-	35,500	-	-	0%		
	WS TOTAL	\$ 4,000	\$ 35,500	\$ -	\$ -	\$ 39,500	\$ -	\$ -	0%		
AIS	611 Aquatic Vegetation Mgmt	\$ 18,600	\$ -	\$ 12,000	\$ -	\$ 30,600	\$ -	\$ 1,148	4%		
AIS	637 Boat inspections on Spring, Upper & Lower Prior	19,000	-	15,000	-	34,000	-	-	0%		
	AIS TOTAL	\$ 37,600	\$ -	\$ 27,000	\$ -	\$ 64,600	\$ -	\$ 1,148	2%		
Ed & Out	652 Education and Outreach Program	18,800	8,500	-		27,300	3,162	5,457	20%		
	E&O TOTAL	\$ 18,800	\$ 8,500	\$ -	\$ -	\$ 27,300	\$ 3,162	\$ 5,457	20%		
	PLOC Contribution	\$ 108,125	\$ -	\$ -	\$ -	\$ 108,125	\$ 93,596	\$ 93,596	87%		
	Debt Bond Payments	-	81,000	-		81,000	-	-	0%		
	Total Implementation Fund	\$ 1,602,115	\$ 757,668	\$ 714,242	\$ 455,275	\$ 3,529,300	\$ 453,813	\$ 761,879	22%		
	Net Change in Fund Balance Implementation Fund	182,735	261,240	(443,975)	-	-	(436,484)	(397,029)			
	Grant Funds/Fees Anticipated					2025 Budget					
	Interest Income (general fund & Implementation fund)			\$ 142,700		\$ 142,700					
	648 New Easement Acquisition/Amendment Fees			4,500		4,500					
	2025 WBIF Grant			104,967		104,967					
	Spring Lake Twnshp Contribution (Fish Lake Mgmt Plan)			9,500		9,500					
AIS	611 Aquatic Vegetation Mgmt. (Scott County)			27,000		27,000					
	Total Grant Funds/Fees Anticipated			\$ 288,667		\$ 179,000					
Budget Summary	Fund Sources/Fund Expenditures	2025 Levy	Budget Reserves	Grants/Rev	Amendments	Budget Total	2024 Levy	Levy Increase	% Increase		
	General Fund	\$ 261,600		\$ 18,400	\$ -	\$ 280,000	252,000				
	Implementation Fund	\$ 1,602,115	\$ 757,668	\$ 714,242	\$ 455,275	\$ 3,529,300	1,697,000				
	Total Fund Sources	\$ 1,863,715	\$ 757,668	\$ 732,642	\$ 455,275	\$ 3,809,300	1,949,000	\$ (85,285)	-4.4%		
	Expenditures										
	General Fund										
	Implementation Fund										
	Total Expenditures										
Fund Balance Commitments/Assingments		2025 (Budget)									
		12-31-24 Bal	Additions	Reductions	Amendments	12-31-25 Bal					
	611 Alum Internal Loading Reserve	\$ 910,000	\$ -	\$ -	\$ -	\$ 910,000					
	626 Upper Watershed Projects (2024)/Capital Projects Planning (2025)	\$ 291,600	\$ -	\$ -	\$ -	\$ 291,600					
	Debt Payment Reserve	\$ 180,000	\$ -	\$ -	\$ -	\$ 180,000					
		\$ 1,381,600	\$ -	\$ -	\$ -	\$ 1,381,600					

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

PLSLWD Monthly Treasurers Report

Treasurer: Christian Morkeberg

Account balances as of 5/31/25

4M Fund (Checking Account)	\$	1,688,811
4M Fixed Income	\$	1,915,550
Total Uncleared Transactions	\$	-
SUBTOTAL	\$	3,604,361

RESTRICTED/COMMITTED FUNDS

Restricted - Permit Deposits, etc. (350 & 360)	\$	130,626
Restricted - PLOC Contingency Reserve (850)	\$	262,892
Restricted - PLOC O&M Funds (830)	\$	205,095
Committed - Alum Internal Loading Reserve	\$	910,000
Committed - Upper Watershed Fund Balance(2024)/Capital Projects Planning (2025)	\$	291,600
Committed - Debt Payment	\$	180,000
TOTAL DISTRICT/PLOC RESTRICTED OBLIGATIONS	\$	1,980,213

Available cash at end of May 2025	\$	1,624,148
	48.4%	<i>of 2025 Amended Budget</i>

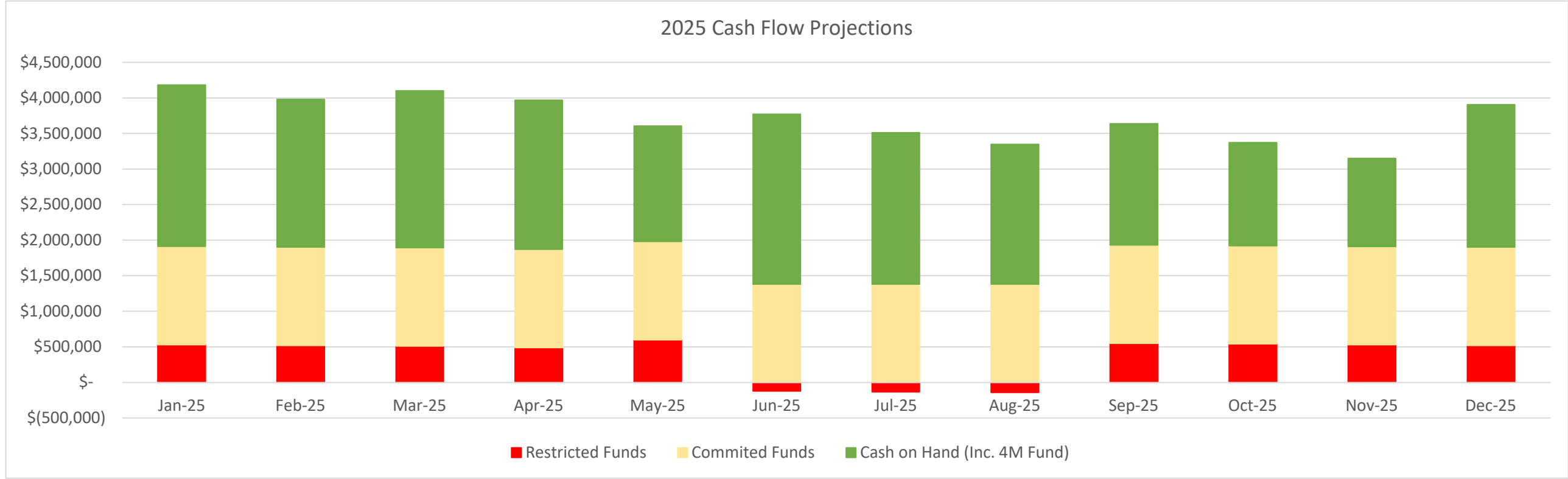
No assurance is provided on this statement. See selected information.

Draft amounts subject to change during audit preparation

No assurance provided on these financial statements

Cash Flow Chart

Month (End of Month)	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
Restricted Funds	\$ 529,570	\$ 518,702	\$ 511,209	\$ 488,225	\$ 598,613	\$ (123,021)	\$ (133,021)	\$ (143,021)	\$ 548,979	\$ 538,979	\$ 528,979	\$ 518,979
Committed Funds	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600	\$ 1,381,600
Cash on Hand (Inc. 4M Fund)	\$ 2,269,750	\$ 2,080,487	\$ 2,208,634	\$ 2,099,953	\$ 1,624,148	\$ 2,389,148	\$ 2,130,923	\$ 1,966,172	\$ 1,707,947	\$ 1,449,722	\$ 1,239,490	\$ 2,004,990
Total Cash on Hand	\$ 4,180,920	\$ 3,980,789	\$ 4,101,443	\$ 3,969,778	\$ 3,604,361	\$ 3,647,727	\$ 3,379,502	\$ 3,204,751	\$ 3,638,526	\$ 3,370,301	\$ 3,150,069	\$ 3,905,569



Draft Amounts subject to chanbge during audit preparation

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

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Cash Minimum Balance Alert \$ 150,000

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Total 2025
Cash on hand (beginning of month)	\$ 4,199,238	\$ 4,180,920	\$ 3,980,789	\$ 4,101,443	\$ 3,969,778	\$ 3,604,361	\$ 3,647,727	\$ 3,379,502	\$ 3,204,751	\$ 3,638,526	\$ 3,370,301	\$ 3,150,069	

Cash Receipts

Property Tax Levy	\$ 7,280	\$ -	\$ -	\$ -	\$ -	\$ 1,023,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,023,725	\$ 2,054,230
BWSR WBIF	-	-	-	-	-	-	-	83,974	-	-	20,993	-	104,967
BWSR Programs & Projects Grant	-	-	221,988	-	-	-	-	-	-	-	-	-	221,988
Grants - Other	73,709	-	-	-	-	-	-	9,500	702,000	-	27,000	-	812,209
PLOC Contributions	-	-	-	-	113,402	28,366	-	-	-	-	-	-	141,768
Interest Income	8,412	7,274	7,629	31,715	6,972	11,892	11,892	11,892	11,892	11,892	11,892	11,892	145,244
Other Receipts	1,291	-	2,600	6,100	12,257	375	375	375	375	375	375	375	24,873
Total Cash Reciepts	\$ 90,692	\$ 7,274	\$ 232,217	\$ 37,815	\$ 132,631	\$ 1,063,858	\$ 12,267	\$ 105,741	\$ 714,267	\$ 12,267	\$ 60,260	\$ 1,035,992	\$ 3,505,279
Total Cash Available	\$ 4,289,930	\$ 4,188,194	\$ 4,213,006	\$ 4,139,258	\$ 4,102,409	\$ 4,668,219	\$ 3,659,994	\$ 3,485,243	\$ 3,919,018	\$ 3,650,793	\$ 3,430,561	\$ 4,186,061	

Cash Paid Out

Salaries and Per Diems	\$ 47,167	\$ 48,058	\$ 48,689	\$ 52,335	\$ 51,480	\$ 54,958	\$ 54,958	\$ 54,958	\$ 54,958	\$ 54,958	\$ 54,958	\$ 54,958	\$ 632,437
Office Expense, Audit, Accounting	7,362	9,917	12,820	9,533	18,898	10,375	10,375	10,375	10,375	10,375	10,375	10,375	131,155
PLSLWSD Program Costs	48,099	138,562	39,961	97,938	328,660	205,158	205,158	205,158	205,158	205,158	205,158	205,158	2,089,328
PLOC Contribution	-	-	-	-	93,596	-	-	-	-	-	-	-	93,596
PLOC Operations	6,382	10,868	10,093	9,674	5,414	750,000	10,000	10,000	10,000	10,000	10,000	10,000	852,431
Debt Service								-	-	-	-	-	-
Other Disbursements	\$ -	\$ -											-
Subtotal	\$ 109,010	\$ 207,405	\$ 111,563	\$ 169,480	\$ 498,048	\$ 1,020,492	\$ 280,492	\$ 280,492	\$ 280,492	\$ 280,492	\$ 280,492	\$ 280,492	\$ 3,798,948
Cash on Hand (end of month)	\$ 4,180,920	\$ 3,980,789	\$ 4,101,443	\$ 3,969,778	\$ 3,604,361	\$ 3,647,727	\$ 3,379,502	\$ 3,204,751	\$ 3,638,526	\$ 3,370,301	\$ 3,150,069	\$ 3,905,569	

Draft Amounts subject to chanbge during audit preparation

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

PLSLWD
Cost Analysis
Year to Date 5/31/2025

	<u>Year to Date 5/31/2025</u>	
	Amount	% of total
<u>Program staff costs</u>	<u>172,340</u>	19.0%
<u>Consultants and Contractors</u>		
EOR	124,295	
Finch Excavating	9,975	
WSB & Associates	20,401	
Scott Soil and Water Cons.	36,727	
Stantec Consulting Services Inc.	19,532	
RMB Environmental Labs	1,724	
HDR Engineering Inc.	2,123	
Vessco	525	
Total Mechanical Services	226,783	
Hawkins, Inc	8,514	
	<u>450,598</u>	49.7%
 Hard costs, exclusive of prog staff & consultant costs	 45,345	
	<u>45,345</u>	5.0%
<u>Overhead and Administration</u>		
Staff costs	75,388	
Audit/Accounting/Legal	30,521	
Other admin overhead	34,507	
IT Support (Rymark)	4,780	
	<u>145,196</u>	16.0%
<u>Bonds payments</u>	<u>-</u>	0.0%
<u>PLOC Contribution</u>	<u>93,596</u>	10.3%
Expenses excluding PLOC expenses per manager report	<u>907,076</u>	100.0%

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

This statement omits required disclosures.

This statement is prepared on the cash basis of accounting.



PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

WORKSHOP MEETING MINUTES

Tuesday, May 20, 2025

Prior Lake City Hall

4:00 PM

Members Present:

Bruce Loney, Frank Boyles, Beverly Burnett (virtual), Christian Morkeberg, Matt Tofanelli

Staff & Consultants Present:

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

Others Present:

Troy Kuphal, Scott SWCD
Kim Churchill, City of Prior Lake
Lisa Quinn, Spring Lake Township
Jody Brennan, Scott County

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

Acknowledge Patty Dronen Service to PLSLWD

The Board managers expressed their appreciation to Patty Dronen for her contributions to the Watershed for over four years. District Administrator Giese shared that Patty has gone above and beyond not only in her typical administrative duties, but in many more areas of the District. She has been essential in numerous efforts, notably, the website relaunch and vastly improved document management at the District.

Desilt Pond Findings DRAFT

Jeff Anderson presented an overview of the existing issues being seen at the “desilt pond”, the name referring to the settling basin for the Ferric Chloride system. Staff has been interested in assessing improvements for many years. In 2024, EOR was contracted to look at current performance, assess the potential improvements to increase efficiency at the desilt pond (Task 1), and provide cost effectiveness of scenarios and a preliminary design the preferred alternative (Task 2). District Engineer Carl Almer presented the findings of Task 1. Current performance of the desilt pond appears to be very good in years with low lake elevation. In years when the lake

elevation is high enough to back into the desilt pond, 11-16% (64% in 2014 flood year) of the water is bypassing and going untreated. This indicates that improved bypass design could increase treatment in “normal” high lake level years (e.g., 2019) by 11-16% if all water could be captured. EOR analyzed the benefits of ten potential modifications to the weir, outlet pipes, inlet pipes, and high flow bypass. Increasing inlet pipes and increasing the high flow bypass were the modifications that had most potential for improvement. Scenarios 12 and 16 appear to be the best combination of benefits with limited regulatory concerns. Task 2 will look at costs and constructability of desired scenarios. Broad-crested weirs offer minimal additional benefit for direct phosphorus removal but would also provide carp and monitoring benefits. Board Managers discussed the alternatives and look forward to seeing the results on the cost effectiveness and feasibility of different scenarios.

County Ditch 13 Drainage Authority: Initial Analysis and Discussion

Administrator Giese presented background on County Ditch 13 (CD-13) and the logistics, benefits and drawbacks of the District potentially becoming the drainage authority for CD-13. Management of the ditch would primarily require maintaining the ditch and receiving petitions for repair and abandonment when applicable. The District would assumingly operate the ditch under 103D, in comparison with the normal operating statute for ditch operations, 103E. 103D provides much more flexibility in management. The District would need to establish a “Watershed Management District” (WMD) to collect payments. The creation of a WMD would be complex and laborious. Potential benefits discussed: the District wouldn’t need to petition for ditch project approvals, it may benefit flood storage implementation, provides heightened involvement with other water resources planning processes, and ensures regulatory oversight. Potential constraints discussed: establishing a WMD is a large expense (\$110,000), requires additional training, requires an update to the Water Resources Management Plan and a potential update to Rules, would require additional staffing and additional Board decision making. Unknowns include: implications of several benefitting parcels located outside of PLSLWD, existing conditions of the ditch, stability of steep banks, intersection of 103E/103D, and impacts to agricultural relationships.

The three possible outcomes for ditch management are: 1) the County assigns the management to the District, 2) the County continues to manage, or 3) the ditch is abandoned. Managers had a request for additional information including more information on the charge system, landowner perception, partner perception, understanding of impact on our mission, if Scott County would be able to aid the transition of staffing and the establishment of the WMD, ability for Scott County to repair the ditch prior to switching, clarity on timeline, and competition with the District’s other objectives. Administrator Giese will be reporting back additional information to inform a Board opinion on whether they desire to accept ditch management or not. Regardless of Board opinion, the County can assign ditch management to the District.

Administrator Report

- Postponed until the Board meeting agenda to immediately follow.

Liaison Updates

District Partner Reports

- *Spring Lake Township*- None.
- *Scott SWCD*- None.

- *City of Prior Lake*- Moving forward with Park Board Referendum. Awarded for distinguished budget in 2025.
- *Scott County*- None.

Manager Liaison Reports

- *Postponed*

Respectfully Submitted,
Emily Dick
5/20/2025

DRAFT



REGULAR MEETING MINUTES

Tuesday, May 20, 2025

Prior Lake City Hall

6:00 PM

Members Present: Bruce Loney, Christian Morkeberg, Frank Boyles, Matt Tofanelli

Members Absent: Beverly Burnett

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

Others Present: Jody Brennan, Scott County Commissioner
Alex Trippel, Senior Associate with Abdo

• 1.0 CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Meeting was called to order by President Loney at 6:00 pm. Everyone present recited the Pledge of Allegiance.

• 2.0 PUBLIC COMMENT

None

• 3.0 APPROVAL OF AGENDA

- Agenda changes:
 - Closed Meeting will be moved in front of adjournment. Consider it agenda item 7.5.
- Motion to approve amended agenda by Manager Boyles, 2nd by Manager Tofanelli, Passed 4-0.

• 4.0 OTHER OLD/NEW BUSINESS

4.1 Programs & Projects Update

- Staff provided a report of its many activities the preceding month, and some upcoming events.

- Lake Level graphing. Prior Lake up 2 inches due to rain. PL is 901.9, Spring Lake is 911.03. Approaching normal soon.
- Worked with SLA to stock blue gill for carp management reasons. Had an open water Carp removal with Carp espionage data, thanks to the community and volunteers!
- AIS Curlyleaf Pondweed treatments, good reports back from residents. Thanks to Scott County AIS grant.
- Yearly monitoring, research and inspections started.
- FeCL system update – good. Tank filled (1880 gallons); tank size is 3150-gallons; full startup in 2 weeks. Will be included in the annual tour. Weather causing some construction delays, but construction will be done ASAP.
- Pipelining project update- pipelining has been installed. The company said we planned everything perfectly (timing, size, fit, etc.). MPCA came out to monitor, this was their first project to be implemented from the most recent round of Stormwater Resiliency Implementation grant funds.. Only remaining construction items are curb and sod repair.
- Administrator Giese gave the following updates. PLSLWD will not submit any MN Watershed resolutions for this year; Administrator Giese will be serving as the SCALE Water Committee chair for the next year: Microsoft has dropped support for some of the district's computer software and the computers are too old to support software upgrades. The District may need to amend the budget for some computer updates this year.
- Emily Dick reminded the board to fill out the joint CAC Board meeting review.

4.2 2024 Annual Financial Audit.

- Alex Trippel, Senior Associate with Abdo, presented the report that is included in the board meeting packet.
- Result: Unmodified or "clean opinion", No legal compliance findings.
- See the packet for all details.
- Motion to accept the 2024 Executive Governance Summary and 2024 Annual Financial Report and authorize District Administrator to submit to BWSR and the State Auditor's Office, by Manager Boyles, 2nd by Manager Tofanelli, Passed 4-0.

4.3 Authorization to Award Contract for SWAMP IESF Construction

- Emily Dick presented the recommendation to move forward.
- Motion to authorize the District Administrator to enter into the contract with Krueger Excavating Inc., in an amount not to exceed \$383,267, contingent upon ditch petition approval (June 3rd mtg), and with any further non-substantive changes on advice of counsel. The board authorizes the administrator to enter into change orders in an aggregate amount not to exceed \$38,326, or 10% of the contract, by Manager Boyles, 2nd by Manager Morkeberg, Passed 4-0.

- **5.0 TREASURER'S REPORT**

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

- **5.1 Monthly Financial Reports**

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

- **6.0 CONSENT AGENDA**

- The consent agenda is considered as one item of business. It consists of routine administrative items or items not requiring discussion. Items can be removed from the consent agenda at the request of the Board member, staff member, or a member of the audience. Please state which item or items you wish to remove for separate discussion.
 - 6.1 Meeting Minutes – April 15, 2025, Board Workshop
 - 6.2 Meeting Minutes – April 15, 2025, Board Meeting
 - 6.3 Meeting Minutes – April 29, 2025, Joint Board of Managers and Citizen Advisory Committee Special Meeting
 - 6.4 Claims List and Bank Purchase Card Expenditures Summary
 - 6.5 Resolution 25-396: Authorization to Transfer Funds to the JPA/MOA Fund
 - 6.6 Resolution 25-397: Amending the 2025 Budget to Rename 509-Implementation Fund, 611- Spring Lake Demonstration Project Maintenance to 611-District Owned Parcels Maintenance and Increase the Budget for 509-Implementation Fund, 611-District Owned Parcels Maintenance
 - 6.7 City of Prior Lake Office Space Lease Agreement Renewal
 - 6.8 Termination of a Stormwater Volume MOA and Establishment of a Stormwater Volume Credit with the City of Prior Lake
 - 6.9 Public Water Access/Aquatic Invasive Species Prevention Cooperative Agreement with the Minnesota DNR for CD3 Unit
- Motion to approve consent agenda by Manager Morkeberg, 2nd by Manager Tofanelli, Passed 4-0.

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

- Board of Managers Annual Retreat, Thursday, May 22, 2025, 5:00 pm (Prior Lake City Hall – Wagon Bridge Conference Room)
- Annual Board of Managers and CAC Tour, Thursday, May 29, 2025, 4:00 pm (Depart from Prior Lake City Hall)
- Citizen Advisory Committee Meeting, Thursday, May 29, 2025, 6:00 pm (Prior Lake City Hall – Wagon Bridge Conference Room)
- Board of Managers Workshop, Tuesday, June 17, 2025, 4:00 pm (Prior Lake City Hall – Parkview Conference Room)
- Board of Managers Meeting, Tuesday, June 17, 2025, 6:00 pm (Prior Lake City Hall – Council Chambers)

- **7.5 Closed Board Meeting – Prior Lake City Hall, Council Chambers**

- Water Quality Project: Easement or Property Purchase Negotiation Terms (Closed Meeting)
- President Loney read the following statement prior to closing the meeting: “The next agenda item will be held under a 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 is that part of the southwest quarter of section 8 township 114 range 22 Scott County Minnesota describes as follows: Commencing at the northwest corner of said southwest quarter then south along the west line of the said southwest quarter a distance of 1,032 feet.78 ft to a point of beginning of the land to be described. Then continuing south along west line a distance of 653 feet, then east at right angle to said west line a distance of 670 ft, then north and parallel with said west line a distance of 975.26 ft. Then west at right angles a distance of 332 feet. Then south along par in parallel along said west line a distance of 332.26 ft runs west at right angles a distance of 338 feet to the point of beginning containing 12.5 acres more or less. As a summary, the closed meeting will discuss approval of negotiations amount for potential water quality project easement acquisition. We will adjourn the open meeting immediately following the closed meeting. A recording of the closed meeting adjournment will be preserved for eight years after the date of the meeting and made available to the public for all real or personal property discussed at the meeting has been purchased or sold or the governing body has abandoned purchase or sale as dictated by state statute. At this time, we will ask the video recording be ceased and the public exit the room.”

- **8.0 ADJOURNMENT**

- Motion to adjourn by Manager Tofanelli; 2nd by Manager Boyles; Passed 4-0.
- Meeting adjourned at 7:00 pm.

Respectfully Submitted,
Beverly/Ben Burnett, PLSLWD Secretary, 6/5/25.



PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

Annual PLSLWD Board Retreat Minutes

Thursday May 22, 2025

Wagon Bridge Conference Room

6:00 PM

Members Present: Bruce Loney, Christian Morkeberg,
Frank Boyles, Matt Tofanelli, Beverly Burnett (virtual)

Staff & Consultants Present: Joni Giese, District Administrator

• 1.0 CALL TO ORDER

- Meeting was called to order by President Loney at 5:01 PM.

• 2.0 PUBLIC COMMENT

- None

• 3.0 APPROVAL OF AGENDA

- Agenda changes:
 - added 4.9 Succession planning for future Board members.
- Motion to approve amended agenda by Manager Tofanelli, 2nd by Manager Morkeberg; Passed 5-0.

• 4.0 OTHER OLD/NEW BUSINESS

4.1 Joint Board of Managers and CAC Meeting Debrief

- Agreement that it was a good joint meeting and appreciated receiving CAC input.
- While the art aspect was a good demonstration of an alternate engagement approach, the time spent on the art activity may have been too long and taken away from priorities discussion. Continue to experiment with alternate approaches and refine to the correct balance of engagement activity and desired objective.

4.2 Board Goals and Priorities – Implications for 2026 Budget

- Administrator Giese shared top priorities identified at the joint Board/CAC meeting:
 - Improve Water Quality
 - Community Engagement and Outreach
 - Monitoring Environmental Health
- Discussed goldfish in Cates Lake. Potential options to address the issue were

- brainstormed, including “do nothing” given competing priorities.
- There was a community engagement discussion regarding appropriate level of messaging that highlights what PLSLWD is doing for them and messaging that educates residents about what they can do and how their actions affect the water quality and lakes.
 - It was mentioned that PLSLWD needs to share what the District is doing to build credibility to ask residents to take individual actions.
 - Board did not want to substantially increase the 2026 budget for education and outreach activities.
 - Discussion of desired 2026 budget priorities:
 - Flood prevention is very expensive for minimal benefit. Current regulations make it difficult to implement flood mitigation projects. Of current flood mitigation project options available, relining the PLOC was the best action PLSLWD could take to mitigate flooding. Additional flood mitigation projects should not be a priority. It is important to communicate to residents on Spring and Prior Lakes that there are no easy solutions and to be aware that flooding may occur in wet years.
 - Finish current projects.
 - Priority should focus on improving water quality.
 - There are impaired waters in PLSLWD with associated TMDLs that must be addressed.
 - The District is making progress, but there is more to do.
 - PLOC Cooperators have included the stabilization of a segment of the PLOC as a project for 2026. A substantial portion of the project cost will be the responsibility of PLSLWD.

4.3 Staff Compensation Philosophy

- Administrator Giese stated that the personnel handbook needs to be updated in 2025. The managers’ position on staff compensation will ripple through many aspects of the handbook update. An example of this is the new Minnesota Paid Family Leave law and method to pay for this benefit.
- Managers agreed that good staff is a key to District success. Managers suggested a goal of: “slightly better than competitive” for staff satisfaction and retention.

4.4 Land Management Approach

- Administrator Giese stated the District owns three parcels near Spring Lake. Maintenance on these parcels varies greatly.
- Currently the Ducks Unlimited parcel is experiencing non-authorized yard waste and construction waste dumping, along with non-authorized recreation vehicle activity on the parcel. No trespassing signs have been installed.
- Administrator Giese stated the District needs to decide on ownership goals for these parcels, such as:
 - Should the District continue to own or sell the parcels?
 - To what level should the parcels be maintained (as demonstration sites of healthy habitat; to enhance habitat/water quality; base minimum to address potential hazards)
- 2026 draft budget will include a line item to start addressing parcel maintenance.

4.5 Project Funding

- It is staff's understanding that by statute the County must bond or provide funds (with District repayment) for capital projects if the District needs/wants it.
- The District should maintain communication with the County to share information on upcoming projects and discuss potential approach for funding via the County.
- District has had good success in obtaining grant funds. District staff will continue to apply for grants, but it is expected that the level of grant funding available will be reduced in the future.

4.6 County Ditch 13 Drainage Authority

- Managers inquired about potential benefits and constraints associated with taking on the role of drainage authority.
- Managers wanted to better understand implications of ditch abandonment.
- Staff will continue to research questions and bring back additional information at the June workshop.

4.7 CAC Subcommittee Topics

- Current CAC Subcommittee Topics
 - Watershed Stewardship
 - Invasive Plants
 - Groundwater
 - Education and Outreach
- Managers are fine with the subcommittee topics and it was determined there was no need to discuss further.
- There was a short discussion about the need for Groundwater as a topic.
 - There is some interaction between surface water and groundwater. It is Administrator Giese's understanding that the county plans to prepare a county-wide groundwater plan.

4.8 Community Comprehensive Plan Updates: Implications for PLSLWD Rules and Water Resources Management Plan Updates

- Every 10 years cities are required to update their comprehensive plans. Next update is due in 2030. The stormwater management section of these plans must be consistent with the District's Water Resources Management Plan (WRMP).
- The District's current WRMP update schedule results in the cities referencing our current plan only to have the District update the plan within a year of the cities completing their plans. It might make sense for the District to accelerate the update of the PLSLWD WRMP in order to have the cities' comprehensive plans reference a current WRMP.
- Staff will inquire with BWSR about the feasibility of accelerating the update of the District's WRMP.

4.9 Succession Planning

- Manager discussed the need to recruit potential candidates for Manager positions to ensure there is a good pool of candidates when Managers' terms expire.

4.10 Other

- Staff will be focusing on resolving old permit sureties and fees on the District's books within the next 6 – 9 months.

• 7.0 UPCOMING MEETING/EVENT SCHEDULE:

- Annual Board of Managers and CAC Tour, Thursday, May 29, 2025, 4:00 pm (Depart from Prior Lake City Hall)
- Citizen Advisory Committee Meeting, Thursday, May 29, 2025, 6:00 pm (Prior Lake City Hall – Wagon Bridge Conference Room)
- Board of Managers Workshop, Tuesday, June 17, 2025, 4:00 pm (Prior Lake City Hall – Parkview Conference Room)
- Board of Managers Meeting, Tuesday, June 17, 2025, 6:00 pm (Prior Lake City Hall – Council Chambers)

• 8.0 ADJOURNMENT

- Motion to adjourn by Manager Morkeberg; 2nd by Manager Tofanelli; Passed 5-0
- Meeting adjourned at 7:47 pm

**Respectfully Submitted,
Beverly(Ben) Burnett, PLSLWD Secretary, 6/6/25**



CAC Meeting Minutes

Thursday March 27, 2025
6:00 – 7:30 PM

Attendees:

CAC Members: 8 of 9 members present = 89% (>50%)

- ☐ Loren Hanson
- ☒ Ron Hoffmeyer
- ☒ Curtis Witt
- ☒ Anna Alswager
- ☒ Amy Butani
- ☒ Richard Schirber
- ☒ Ryan Murr
- ☒ Aaron Pietsch
- ☒ Alanna Spotts

Staff: Danielle Studer

Board members: Matt Tofanelli

Other:

CAC Business 6:00 (Meeting called to order at 6:05)

- Approval of the agenda:
 - Motion to approve- Ryan Murr
 - 2nd- Dick Schirber
 - Motion Carried
- Approval of January Minutes:
 - Staff made minor corrections.
 - Motion to approve-Dick Schirber
 - 2nd-Amy Butani
 - Motion Carried
- Review of February Board Meetings by Manager Tofanelli
- Joint Tour Ideas
 - Planned for May 29, 2025
 - Staff shared ideas and asked for any input
 - Conducted poll on preferences via Slido.com: Buck Stream Restoration and Ferric Chloride Facility were top 2 selections
 - Conducted poll for CAC/Resident Tour: Tier 2 and 3 lakes were top option, followed by PLOC tour.
 - Dick Schirber proposed that the July 31, 2025 CAC meeting be conducted at the shelter near his home to observe some lake restoration efforts made by his HOA

- Schirber also proposed hosting a shoreline workshop targeted at other HOAs
- Subcommittee updates
 - Dick Schirber Chair, Invasive Plant Species: Shared scoping document.
 - Amy Butani Chair, Lakeshore Impacts: Shared brainstorming document. Curtis Witt and Alanna Spotts would like to join this effort.
 - Ryan Murr Chair, Ground water conservation: Doing research on ground water in Scott County. Danielle Studer suggested a presentation in the future at a Board Workshop
 - Anna Alswager Chair, Educational Outreach: Met with Danielle prior to this meeting to understand current efforts and where subcommittee help may be needed
- Staff updates
 - Status update of Fish Lake Management Plan projects and studies
 - Update on Ferric Chloride System Updates
 - No under-ice carp seine occurred in winter 24/25
 - Lake level loggers are up, and monitoring season is beginning
 - Updates on PLOC pipe-lining status

Motion to adjourn: Amy Butani

2nd: Alanna Spotts

Motion Carried

Adjourned at 7:22PM

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
1. Watershed District Projects (excluding staff payroll)			
EOR	X		
Capital Projects		Swamp Lake IESF Final Design & CMS	\$ 2,681.25
Operations & Maintenance Projects		Desiltation Pond Outlet & High Flow ByPass FS	\$ 2,099.00
		Upper Prior Lake Sediment Core Analysis	\$ 4,152.00
Planning & Program		General Engineering	\$ 5,295.00
		Capital Project Assistance- MB CD 13	\$ 1,337.50
		Capital Project Assistance- Buck Lake Outlet	\$ 545.00
		Capital Project Assistance- 200 St Pond	\$ 745.00
		Capital Project Assistance- Spring West	\$ 2,162.50
Regulation		Permitting	\$ 654.00
		BMP Easements	\$ 54.50
		Local Water Plan & Regulation MOA Updates	\$ 54.50
Hawkins, Inc.	X	Ferric Chloride	\$ 5,682.80
RMB	X	Ferric Monitoring	\$ 326.00
	X	Watershed Monitoring	\$ 1,648.00
		Lakes Monitoring	\$ 942.00
WSB	X	March 2025 Carp Management Services	\$ 210.00
	X	April 2025 Carp Management Services	\$ 10,144.50
Smith Partners	X	Water Resource Plan- Spring West	\$ 2,196.40
		Water Resource Plan- CD-13	\$ 1,156.00
		Contracting- DNR agmt	\$ 173.40
		Easements	\$ 57.80
		Easements	\$ 346.80
Waterfront Restoration, Inc.	X	Watercraft Inspector On-site at launch 5/1 -5/31	\$ 4,906.17
HDR Engineering Inc.	X	Project Management	\$ 822.57
Kimberly Boustead	X	2025 Carp Open House and Carnival Cutout	\$ 900.00
MNL	X	Weed Control	\$ 1,024.64
Stantec	X	Lake Ridge Estates Retrofit Feasibility Study	\$ 3,434.25
Xcel Energy	X	Utilities	\$ 17.23
		Subtotal	\$ 53,768.81
2. Outlet Channel - JPA/MOA (excluding staff payroll)			
EOR		2025 PLOC Engineering Assistance	\$ 436.00
		2025 PLOC Vegetation/Stability Inspections	\$ 1,906.20
CLA		Cost Share Updates and Quarterly Meeting	\$ 2,100.00
ABDO		Audit Services	\$ 750.00
WSB	X	Prior Lake Outlet Channel Pipe Lining	\$ 20,188.75
Insituform Technologies USA, LLC	X	Prior Lake Outlet Channel Pipe Lining Improvement	\$ 611,873.71
		Subtotal	\$ 637,254.66
3. Payroll, Office and Overhead			
ADP Manager Per Diems			\$ 330.00
ADP Staff Payroll			\$24,245.73
ADP Taxes & Benefits			\$ 22,326.99
NCPERS	X	July Premiums	\$ 128.00
Reliance Standard	X	June LTD and STD Premiums	\$ 1,002.28
HealthPartners	X	June Health Insurance Premiums	\$ 8,213.98
City of Prior Lake	X	Rent (July 2025)	\$ 2,532.40
CLA	X	Monthly Payroll Processing Fees	\$ 400.00
		May Monthly Accounting	\$ 2,150.00
		Technology and Client Support Fee	\$ 232.50
ABDO	X	Audit Services	\$ 2,250.00
Smith Partners		General Legal Meetings	\$ 231.20
		General Admin and Legal Services	\$ 574.20
		Contracting- Service Contract Template	\$ 346.80
Rymark	X	June Billing (7 workstations)	\$ 971.25
MetroSales	X	Contract Equipment rental rate June-July	\$ 155.00
US Bank	X	April 26- June 6 Billing	\$ 6,563.00
		Subtotal	\$ 72,653.33
TOTAL CLAIMS 6/17/2025			\$ 763,676.80

Prior Lake-Spring Lake Watershed District
US Bank Transactions through 6/6/2025

Trans Date	Merchant Name	Amount	Receipt Link	Staff Approval	Class	Customer	Expense	Description
4/27/2025	Amazon	\$ 6.19	x	Emily Dick	405 General Fund		706 Office Supplies	BoardCACMeeting Stickers
4/27/2025	Amazon	\$ 105.33	x	Zach Nagel	637 Monitoring & Research	MPCA SWAG Monitoring	876 Field Equipment & Maintenance	Life Jackets and Float Cushion
4/29/2025	OfficeMax/Depot	\$ 65.37	x	Emily Dick	652 Education & Outreach	General Education Outreach	706 Office Supplies	Meeting supplies (easel pad, index cards)
4/29/2025	Jimmy Johns	\$ 254.25	x	Emily Dick	626 Planning	Planning and Program Development	902 Meals and Lodging	Board/CAC Meeting Dinner
4/30/2025	Amazon	\$ 56.65	x	Zach Nagel	637 Monitoring & Research	MPCA SWAG Monitoring	876 Field Equipment & Maintenance	Men's River Jacket
4/30/2025	Amazon	\$ 87.98	x	Teresa Gostonczik	405 General Fund		706 Office Supplies	Printer Paper
5/1/2025	Dakotah Meadows Mini Storage	\$ 90.00	x	Teresa Gostonczik	611 Operations & Maintenance	Fish Mgmt - Equipment, Storage & Maintenance	903 Dues, Fees, Subscriptions	Storage Unit
5/3/2025	Amazon	\$ 11.38	x	Jeff Anderson	611 Operations & Maintenance	FeCl Site Improvements	876 Field Equipment & Maintenance	Shop Towels
5/3/2025	Amazon	\$ 5.97	x	Jeff Anderson	611 Operations & Maintenance	FeCl Site Improvements	876 Field Equipment & Maintenance	Rust Stain Remover
5/4/2025	Verizon	\$ 30.08	x	Jeff Anderson	637 Monitoring & Research	Equipment Storage & Maintenance	903 Dues, Fees, Subscriptions	Cell Data
5/4/2025	Amazon	\$ 248.10	x	Jeff Anderson	550 Capital Projects	FeCl Site Improvements	876 Field Equipment & Maintenance	Outdoor Electrical Box, safety supplies
5/5/2025	Checkr	\$ 76.17	x	Teresa Gostonczik	405 General Fund		903 Dues, Fees, Subscriptions	Background Check (Teresa)
5/5/2025	Amazon	\$ 34.99	x	Jeff Anderson	611 Operations & Maintenance	FeCl Site Improvements	876 Field Equipment & Maintenance	First Aid Kit
5/5/2025	Holiday Stations	\$ 3.29	x	Teresa Gostonczik	626 Planning	Planning and Program Development	902 Meals and Lodging	Ice
5/6/2025	NWL Marmot	\$ 100.00	x	Danielle Studer	637 Monitoring & Research	MPCA SWAG Monitoring	876 Field Equipment & Maintenance	Rain Pants
5/6/2025	Shell Oil	\$ 66.29	x	Zach Nagel	637 Monitoring & Research	Equipment Storage & Maintenance	801 Gas, Mileage	Gas
5/6/2025	OfficeMax/Depot	\$ (7.62)	x	Emily Dick	652 Education & Outreach	General Education Outreach	706 Office Supplies	Board/CAC Meeting supplies not needed
5/7/2025	Group Greeting	\$ 5.41	x	Teresa Gostonczik	626 Planning	Staff Appreciation	710 Office Expense Other	Danielle's Birthday Card
5/7/2025	Build.com	\$ 1,541.22	x	Jeff Anderson	550 Capital Projects	FeCl Site Improvements	876 Field Equipment & Maintenance	Heated eyewash jacket for FeCl - safety
5/7/2025	Amazon	\$ 25.49	x	Zach Nagel	637 Monitoring & Research	MPCA SWAG Monitoring	876 Field Equipment & Maintenance	Men's Rain Pants
5/9/2025	Amazon	\$ 24.64	x	Zach Nagel	637 Monitoring & Research	Equipment Storage & Maintenance	876 Field Equipment & Maintenance	Boat Maintenance
5/9/2025	Microsoft	\$ 4.83	x	Teresa Gostonczik	626 Planning	Planning and Program Development	903 Dues, Fees, Subscriptions	Software subscription
5/11/2025	Amazon	\$ 23.98	x	Jeff Anderson	637 Monitoring & Research	Lake Chemistry Monitoring	876 Field Equipment & Maintenance	PVC End Caps, Drain Plug, Tape Measure
5/12/2025	Walmart	\$ 19.94	x	Teresa Gostonczik	626 Planning	Staff Appreciation	902 Meals and Lodging	Danielle's Birthday cupcakes
5/13/2025	Grainger	\$ 7.00	x	Emily Dick	405 General Fund		706 Office Supplies	Extension USB cable
5/14/2025	Davanni's	\$ 60.61	x	Teresa Gostonczik	PLOC 839	PLOC Administrative Expenses	902 Meals and Lodging	PLOC Lunch
5/15/2025	Lunds & Byerlys	\$ 26.41	x	Zach Nagel	611 Operations & Maintenance	Hwy 13 Wetland, FeCl System & Desilt Pond	876 Field Equipment & Maintenance	Distilled Water
5/16/2025	The Pointe Grill and Bar	\$ 126.21	x	Teresa Gostonczik	626 Planning	Planning and Program Development	902 Meals and Lodging	Lady A's Meal
5/16/2025	USA Blue Book	\$ 394.55	x	Zach Nagel	637 Monitoring & Research	Lake Chemistry Monitoring	876 Field Equipment & Maintenance	Turb Standard
5/19/2025	Eventbrite	\$ 163.75	x	Joni Giese	626 Planning	Training	904 Staff & Board Training	MN Watersheds Summer Tour- Northern
5/20/2025	Jimmy Johns	\$ 99.31	x	Teresa Gostonczik	626 Planning	Planning and Program Development	902 Meals and Lodging	Board Workshop/Meeting Meal
5/20/2025	Nothing Bundt Cakes	\$ 105.00	x	Zach Nagel	626 Planning	Planning and Program Development	902 Meals and Lodging	Patty Board Workshop Appreciation
5/22/2025	Jimmy Johns	\$ 71.17	x	Teresa Gostonczik	626 Planning	Planning and Program Development	902 Meals and Lodging	Board Retreat Meal
5/22/2025	Shell Oil	\$ 63.36	x	Zach Nagel	637 Monitoring & Research	Equipment Storage & Maintenance	801 Gas, Mileage	Gas
5/23/2025	Adobe Inc	\$ 92.06	x	Teresa Gostonczik	626 Planning	Planning and Program Development	903 Dues, Fees, Subscriptions	Software subscription
5/25/2025	Hy-Vee	\$ 7.96	x	Teresa Gostonczik	626 Planning	Planning and Program Development	902 Meals and Lodging	Water
5/28/2025	ESRI	\$ 1,173.00	x	Teresa Gostonczik	626 Planning	Planning and Program Development	903 Dues, Fees, Subscriptions	ESRI GIS Subscription
5/28/2025	Walgreens	\$ 24.05	x	Danielle Studer	652 Education & Outreach	CAC	806 Program Costs-Miscellaneous	Internet Photo
5/29/2025	Davis Instruments	\$ 160.00	x	Jeff Anderson	637 Monitoring & Research	Precipitation Monitoring	903 Dues, Fees, Subscriptions	Weather Station Service Plan
5/29/2025	Walmart	\$ 54.10	x	Danielle Studer	652 Education & Outreach	Events/Tours	706 Office Supplies	Covers for Tour Books
5/29/2025	Jimmy Johns	\$ 97.52	x	Teresa Gostonczik	652 Education & Outreach	CAC	902 Meals and Lodging	CAC Meeting Meal
5/30/2025	YSI	\$ 670.00	x	Zach Nagel	637 Monitoring & Research	Stream Monitoring	876 Field Equipment & Maintenance	Sonde Cable
5/30/2025	Group Greeting	\$ 5.41	x	Joni Giese	626 Planning	Staff Appreciation	710 Office Expense Other	Teresa's Birthday Card
6/1/2025	Dakotah Meadows Mini Storage	\$ 90.00	x	Teresa Gostonczik	611 Operations & Maintenance	Fish Mgmt - Equipment, Storage & Maintenance	903 Dues, Fees, Subscriptions	Storage Unit
6/2/2025	Amazon	\$ 41.85	x	Jeff Anderson	611 Operations & Maintenance	Hwy 13 Wetland, FeCl System & Desilt Pond	876 Field Equipment & Maintenance	Power Supply and Cords
6/3/2025	Hy-Vee	\$ 24.99	x	Teresa Gostonczik	626 Planning	Staff Appreciation	902 Meals and Lodging	Teresa's Birthday
6/3/2025	Dollar Tree	\$ 2.71	x	Teresa Gostonczik	626 Planning	Staff Appreciation	710 Office Expense Other	Birthday Supplies
6/3/2025	Verizon	\$ 30.08		Jeff Anderson	637 Monitoring & Research	Equipment Storage & Maintenance	903 Dues, Fees, Subscriptions	Cell Data - Bill not available online due to Veriz
6/3/2025	Shell Oil	\$ 45.00	x	Zach Nagel	637 Monitoring & Research	Equipment Storage & Maintenance	801 Gas, Mileage	Gas
6/5/2025	Hy-Vee	\$ 3.98	x	Teresa Gostonczik	626 Planning	Planning and Program Development	902 Meals and Lodging	Water
6/5/2025	Amazon	\$ 42.99	x	Jeff Anderson	637 Monitoring & Research	Equipment Storage & Maintenance	876 Field Equipment & Maintenance	Truck 12 V Battery Disconnect Switch
	TOTAL	\$ 6,563.00						



Subject | Permit Application No. 25.01
CR 18 & Muhlenhardt Road Utility & Roadway Improvements
Shakopee Mdewakanton Sioux Community, Applicant

Board Meeting Date | June 17, 2025

Item No: 7.6

Prepared By | Troy Kuphal, Scott Soil and Water Conservation District

Attachments |

- a) Project Location Map
- b) Permit Application
- c) Notice of (application) Completeness
- d) Staff Review Comments
- e) Construction Plans [25.01 Construction Plans.pdf](#)

Proposed Action | Approval of Permit Application NO. 25.01 subject to conditions noted in the Permit Application and Staff Review Comments

Introduction

The proposed project is located approximately 3,150 feet north of CSAH 42 at the intersection of CR 18 and Muhlenhardt Road in the City of Shakopee. Project components include the addition of a right turn lane and associated storm sewer infrastructure to the southbound lane of CR 18, resurfacing approximately 300 feet of Muhlenhardt Road, paving approximately 190 feet of the access road to PID 279240030 to the west (currently being developed by SMSC), and restoration of approximately 1.7 acres with native grasses and forbs.

The project will result in disturbance of approximately 2.4 acres and triggers the following District rules: Rule C- General Standards and Rule E- Erosion and Sediment Control.

Note to Permit Applicant

This report is not a permit. If the District Board approves the project, the applicant must then obtain a permit through District Staff.

Watershed District Board Decision

The complete permit application was received May 15, 2025. To meet the procedural requirements of Rule B and Minnesota Statutes Section 15.99 regarding time deadlines for Board action, the Board must decide to either:

- 1) Approve or deny the permit application by or before July 14, 2025 (60-day period)
- or-
- 2) Provide written notice to the applicant of an extension of the 60-day period and state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant.

Options for Action

- 1) Approve the application subject to conditions noted in the Permit Application and Staff Review Comments.
- 2) Table the item, extend the application until a future specified date, and provide the applicant with direction on the issues that have been discussed.
- 3) Deny the application, stating the reasons for denial.

Staff Recommendation

Staff recommends Option 1, Board approval of Permit Application 25.01 subject to conditions noted in the Permit Application and Staff Review Comments.

Project Location Map

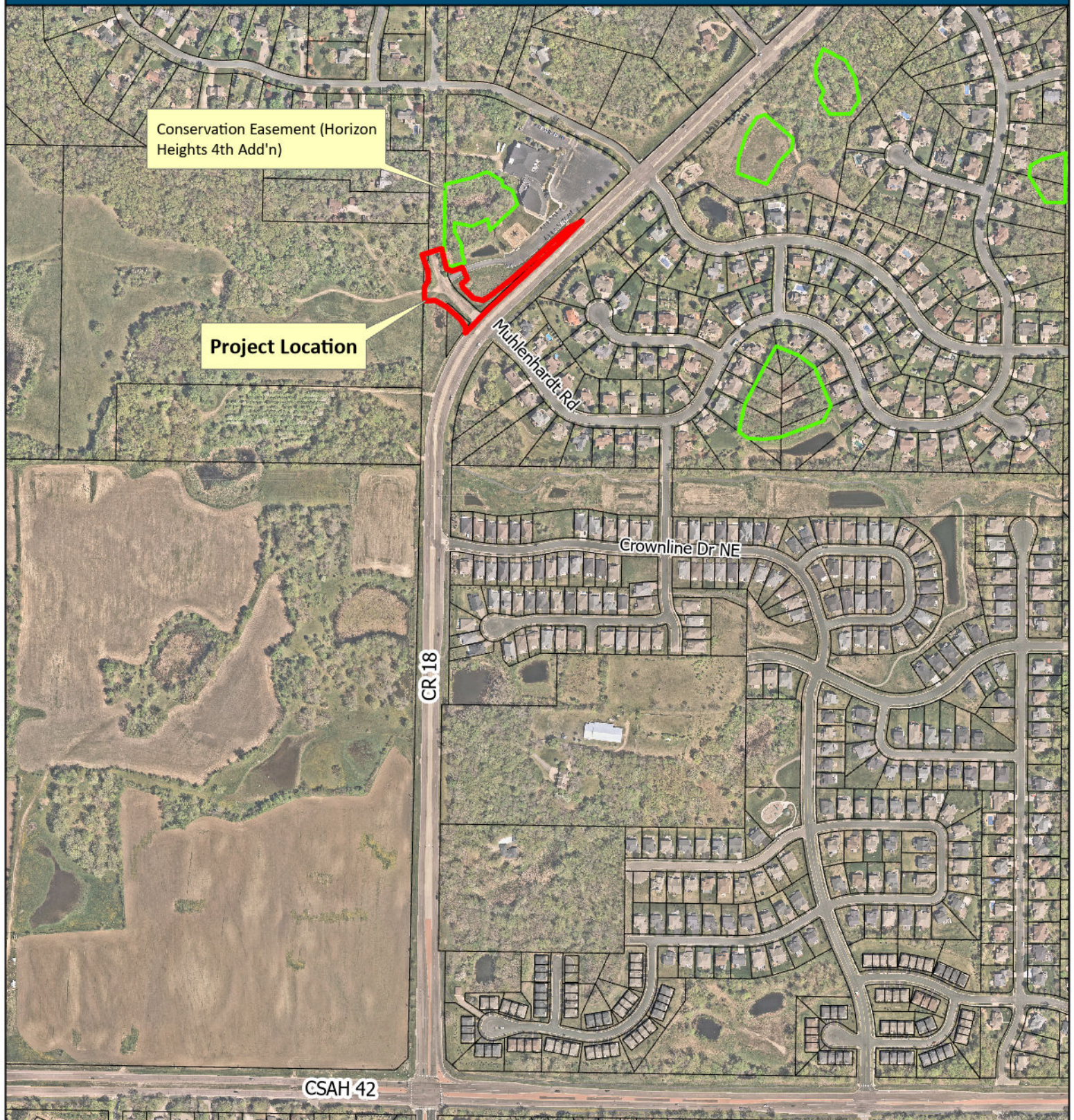
6-17-2025 PLSLWD Board Meeting Materials

Permit 25.01 - CR 18 & Muhlenhardt Road Utility & Roadway Improvements





Prior Lake
Spring Lake
Watershed District

Page 93

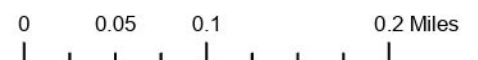


Legend

-  PLSLWD Easements
-  Tax Parcels



Scale





Prior Lake - Spring Lake Watershed District (PLSLWD)

4646 Dakota Street SE, Prior Lake, MN 55372, 952-447-4166

PERMIT APPLICATION, PAGE 1 OF 2

Note to Applicant: use this as the cover sheet for your application materials.

PROJECT NAME CR 18 & Muhlenhardt Road Utility & Roadway Improvement		APPLICATION #: (to be assigned)
Name of Owner - Applicant SMSC	Phone #: 952-223-4236 Email: steve.albrecht@shakop	Owner's Agent/Engineer: Name Luke Connor Phone 507-995-0465 E-mail Lucas.Connor@bolton-menk.co
Address of Owner - Applicant (Street, City, State, Zip Code) 2330 Sioux Trail NW Prior Lake, MN 55372		
Project Location (Township, Range, Section), PIDs, and Address T115N, R22W, S24		Owner's Contact: Name Steve Albrecht Phone 952-223-4236 E-mail steve.albrecht@shakopeedak
Project size (acres) 2.4		

PERMIT CATEGORY (check applicable type(s))

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Land Disturbance (C) | <input type="checkbox"/> Floodplain Alteration (F) | <input type="checkbox"/> Drainage Alteration (I) |
| <input type="checkbox"/> Stormwater Mgt (D) | <input type="checkbox"/> Wetland Alteration (G) | <input type="checkbox"/> Buffer Strips (J) |
| <input type="checkbox"/> Erosion & Sediment Ctrl (E) | <input type="checkbox"/> Bridge & Culvert Crossings (H) | <input type="checkbox"/> Other: _____ |

PROJECT DESCRIPTION

Construction of a right-hand turn lane along CR 18 and associated storm sewer, for improved access to Muhlenhardt Road.

GENERAL CONDITIONS

1. The Permittee grants to the District, and its agents, employees, officers and contractors, a license to enter the Project to perform any inspections or work authorized by the Permit or any applicable law. This license shall expire after acceptance of the work by the District and issuance of a Certificate of Completion.
2. The Permittee shall indemnify, defend and hold the District and its agents, employees and officers harmless for all claims made by itself and third parties for damages or loss sustained or costs incurred, including engineering and attorneys' fees, as a result of issuance of the Permit or construction of the Project.
3. The Permittee shall provide the District with a Permit Fee Deposit in accordance with District requirements (see page 2). The Permit Fee Deposit will be held in escrow and used by the District to pay the actual costs incurred by the District, including engineering and legal fees, to process and review the Permit Application, to inspect and monitor the activities authorized by the Permit, and to ensure compliance with the District's rules. The Permittee shall fully pay all bills submitted to it by the District within seven days of receipt. Bills not so paid shall accrue interest at the rate of 8% per year.
4. The Permittee shall obtain such easements as may be required for construction of the Project and provide in the final plat for the Project utility and drainage easements acceptable to the District to protect all hydrologic features within the Project and to provide access for the maintenance of the stormwater management facilities to be constructed pursuant to the Permit.
5. To assure full compliance with the terms of the Permit, the Permittee shall deposit with the District a cash security or irrevocable letter of credit in a form and from a surety satisfactory to the District, in the amount specified under the Special Conditions of the Permit, once issued.
6. By acceptance of the Permit, Permittee acknowledges and agrees to perform and be bound by all general and special terms and conditions of the Permit.

CONTINUED ON NEXT PAGE



PERMIT APPLICATION, PAGE 2 OF 2

Prior Lake - Spring Lake Watershed District (PLSLWD)

4646 Dakota Street SE, Prior Lake, MN 55372, 952-447-4166

PROJECT NAME

CR 18 & Muhlenhardt Road Utility & Roadway Improvement

APPLICATION #: (to be assigned)

Permit Fee Deposit - to be paid with your application:

Instructions: Calculate the required Permit Fee Deposit by totaling the amounts from items A through F below (as applicable). Include the Permit Fee Deposit with your application. Checks may be payable to the Prior Lake-Spring Lake Watershed District.

Fill in amount here:

A) Stormwater Management (new or reconstructed impervious surface)	\$1,000 per acre	
B) Erosion & Sediment Control (area of disturbance)	\$1,000 per acre	+ \$ 2,400.00
C) Projects with Wetland or Flood Plain Areas	\$1,000	+ _____
D) Bridge or Culvert Crossing of a Public Water, Prior Lake Outlet Structure or Drainage Way with Tributary Area >100 acres	\$2,000 per crossing	+ _____
E) Drainage Alterations	\$1,000	+ _____
F) Buffer Strips	\$3,000	+ _____
Total Permit Fee Deposit due with application		= \$ 2,400.00

Permit Fee Deposit information and conditions:

1. The Permit Fee Deposit will be held in escrow and used to pay the District's costs for reviewing the application and administering the permit (if approved), including staff costs, and engineering and legal fees.
2. If at any time the Permit Fee Deposit falls below 25% of the original amount, the District shall notify the applicant to replenish the fee deposit to the original amount.
3. Upon application approval, a separate permit security escrow shall be required from the applicant prior to permit issuance.
4. Upon final completion of the project and the issuance of a Certificate of Completion by the District, the District shall return any unspent balance in the Permit Fee Deposit to the applicant, less a \$10 application fee. The District does not pay interest on escrow deposits.

I hereby apply under District Rule B for a permit to complete the proposed project in accordance with the information submitted with this Application and the District's Rules, and I agree to the conditions on page one and two of this application.

Signature of Owner - Applicant

Luke Connor

Your Name - please print

Luke Connor

Date Submitted

5/1/2025

Application Received

Permit Fee Deposit Amt

Received (y/n)

District Representative



PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT

4646 Dakota Street SE, Prior Lake, MN 55372, 952-447-4166

NOTICE of COMPLETENESS or INCOMPLETENESS of APPLICATION

PROJECT NAME:

CR 18 & Muhlenhardt Road Utility & Roadway Improvements

APPLICATION #:

25.01

PROJECT LOCATION

T115N, R22W, S24 (Intesection of CR18 and Muhlenhardt Rd)

DATE REC'D

15-May-25

APPLICANT:

SMSC, c/o Steve Albrecht

Phone 952-223-4236

Email: steve.albrecht@shakopeedakota.org

APPLICANT'S AGENT

Luke Connor

Phone 507-995-0465

Email: Lucas.Connor@bolton-menk

Note other information needed in order for the Application to be complete:

None

Additional pages attached to this form: ☐

The District hereby finds this Application ☐ incomplete (see above) ☒ complete.

Joni Reese

District Administrator or designee

5.19.2025

Date

ADDITIONAL NOTES

Staff will present this application for consideration by the Board of Manager's at their next regularly scheduled meeting, June 17, 2025.

Engineer's Report prepared by EOR, Inc. for:

Prior Lake-Spring Lake Watershed District Permit Application Number: 25.01

Applicant:	Steve Albrecht SMSC 952-223-4236 stephen.albrecht@shakopeedakota.org	Agent: Luke Connor BMI 507-995-0465 lucas.connor@bolton-menk.com
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Purpose: Addition of south-bound CR 18 turn-lane for and reconstruction of approximately 325-LF of Muhlendardt Road, Whispering Oak Trail and private access drives.

Location: Intersection of CR 18 and Muhlenhardt Road, Shakopee.

District Rule: C & E

Recommendation: **Conditional Approval** pending receipt of the following items:

Erosion & Sediment Control

1. Clarification of Structure OCS-5 (Sheet C5.01) and/or design modification of the proposed Pond Skimmer Structure to afford skimming capability. As currently shown, the inlet pipe invert elevation is higher than the control structure internal orifice invert elevation and does not provide skimming capability to prevent migration of floatables to the downstream wetland under District Conservation Easement.
2. Addition of inlet protection geotextile bag to the southernmost catch basin along the north-bound CR 18 gutter north of the reconstructed intersection (Sheet C2.01).
3. Addition of District Representative contact information to the SWPPP (Sheet C2.02).

Administrative

4. Performance security from the construction contractor in the amount of \$4,800 (\$2,000/acre of land disturbance).

Conditions: 1. The permittee shall provide contact information for the responsible erosion and sediment control contractor prior to initiating work.

2. The permittee shall invite District permit inspector to the preconstruction meeting and weekly progress meetings.
3. The permittee shall obtain all other required permits and approvals.
4. The permittee is responsible for the stabilization and maintenance of the adjacent areas disturbed by the construction.
5. The permittee shall supply an as-built survey of stormwater management BMPs within 60 days of project substantial completion.

- Exhibits:
1. Permit Application dated 5/1/25, received 5/15/25.
 2. NPDES SDS Program Notice of Coverage prepared by MPCA, dated and received 5/15/25.
 3. Construction Plans (34 sheets) prepared by BMI, dated 4/9/25, received 5/15/25.

- Findings:
1. Description – This project includes the addition of a CR 18 south-bound turn-lane for Muhlenhardt Road, reconstruction of 325+/- linear feet of Muhlenhardt Rd west of CR 18, and reconstruction of the Whispering Oaks Trl approach to CR 18, and two private approaches to Muhlenhardt Rd including grading, aggregate base, bituminous surface, curb and gutter, and utility reconstruction (sanitary sewer, watermain, storm sewer).
 2. Stormwater Management – This project results in 0.5-acres of new and reconstructed impervious surface, and a net increase of 0.1-acres. This project is exempt from Rule D as the project is not within the High-Value Resource Area (HVRA) of the District for which the regulatory threshold is 1-acre or more of new and reconstructed impervious surface. That said the project routes the majority of runoff to an existing stormwater pond and all runoff is treated by this pond or a storm sewer sump before discharge downstream to an existing wetland within a District Conservation Easement.
 3. Erosion & Sediment Control – The proposed project includes 2.4-acres of land disturbance triggering District Rule E (more than 10,000-SF of disturbance). The proposed erosion and sediment control plan includes silt fence downgradient of disturbed areas, storm inlet protection, a rock construction, and appropriate seeding specifications.



Subject 	Rules Equivalency MOA Scope of Services	
Board Meeting Date 	June 17, 2025	Item No: 7.7
Prepared By 	Joni Giese, District Administrator	
Attachments 	EOR Scope of Services: Rules MOA Assistance	
Proposed Action 	Motion to approve the EOR Scope of Services for Rules MOA Assistance	

Background

Subsequent adoption of updated District rules, PLSLWD staff have been working to establish Memorandums of Agreements (MOAs) for Local Water Planning and Regulation with Scott County and the cities of Prior Lake and Savage. These MOAs indicate that the ordinances, regulations and procedures of the Local Governmental Unit (LGU) have been reviewed by PLSLWD and PLSLWD deems them to be equivalent to the District's rules. The MOAs also establish the roles and responsibilities of each organization moving forward. Upon execution of an MOA, the District will cease to enforce the District's rules within the LGU's boundaries since the LGU's enforcement of its ordinances, regulations and procedures will achieve an equivalent outcome.

Discussion

In 2023 the District hired a part-time employee to assist with determining LGU rule equivalency and to work with the LGUs in drafting and approving the MOAs. With the departure of this staff member, adequate progress in establishing the MOAs has not been made due to limited staffing capacity. The administrator solicited a quote from EOR to assist with completing MOA establishment.

Recommended Action

Motion to approve the EOR Scope of Services for Rules MOA Assistance.

Budget Impact

The 2025 budget includes \$5,000 for the establishment of LGU Rules MOAs which assumed \$3,000 of engineering assistance. This project will require an additional \$7,900 that will come from budget reserves.



SCOPE OF SERVICES

RULES MOA ASSISTANCE

PLSLWD
CLASS: 648 - Regulatory
PROJECT: Update MOAs with Cities & County

EOR
JOB: 00758-0XXX
PHASE: N/A TASK: N/A

START DATE: July 2025

END DATE: June 2026

TOTAL PROJECT BUDGET: \$10,900

OVERVIEW OF PROJECT SCOPE: After the adoption of updated District rules, the District has been working to establish Memorandums of Agreement (MOAs) for Local Water Planning and Regulation with Scott County and the cities of Prior Lake and Savage. These MOAs indicate that the ordinances, regulations and procedures of the Local Governmental Unit (LGU) have been reviewed and deemed to be equivalent to the District's rules and establish the roles and responsibilities of each party moving forward. Upon execution of an MOA, the District will cease to enforce the District's rules within the LGU's boundaries since the LGU will enforce its ordinances, regulations and procedures achieve an equivalent outcome. The purpose of this scope of work is to assist the District with equivalency determinations and to complete the MOAs with each of the three LGUs identified above.

PROJECT TEAM

PLSLWD
PROJECT LEAD: Joni Giese, District Administrator
OTHER STAFF: Danielle Studer, Water Resources Specialist
EOR
PROJECT LEAD (HRS): Carl Almer (50)
OTHER STAFF(HRS):

SUMMARY OF TASKS

TASK 1: Equivalency Determinations
<p>SUMMARY: EOR will complete equivalency determinations for Prior Lake, Scott County, and Savage. The equivalency determination for the City of Prior Lake is virtually complete with one apparent departure from District rules (Rule D.3(b)(ii).1). Initial review of Scott County regulations was completed by Paul Nelson but will be revisited to confirm equivalency and/or identify if any additional terms or conditions need to be incorporated into the MOA. The City of Savage has yet to initiate update of its Local Water Plan which is the basis for equivalency determination.</p>

DELIVERABLES:	1) Written record of equivalency determinations (emails or memorandums with District and LGU staff)
TIMELINE:	July 2025 – June 2026
ESTIMATED COSTS:	\$3,900
TASK 2: Coordination Meetings & MOA Drafting	
SUMMARY:	This task includes coordination meetings with each of the three LGUs as indicated below. The purpose of these meetings is to reengage the LGUs (as there have been changes in LGU staff) and to come to agreeable terms for the MOAs. The Draft MOA with the City of Prior Lake will be revised to address outstanding tracked comments (noting necessary revisions) and will serve the basis for the MOAs with Scott County and the City of Savage.
MEETINGS:	<p><u>Prior Lake</u> – Two (2) coordination meetings are envisioned necessary to finalize the MOA with Prior Lake.</p> <p><u>Scott County</u> – Three (3) coordination meetings are envisioned necessary to agree upon procedures and assurances that the County will conduct equivalent site inspections and confirm that stormwater BMPs are constructed per the approved plan, and to finalize the MOA with the County.</p> <p><u>Savage</u> – Four (4) coordination meetings are envisioned to engage Savage staff and complete the processes of equivalency determination and MOA finalization.</p>
DELIVERABLES:	1) Draft MOAs for each LGU
TIMELINE:	July 2025 – June 2026 (depending on Savage Local Water Plan schedule)
ESTIMATED COSTS:	\$7,000

ESTIMATED COST SUMMARY

DESCRIPTION		HOURS/ QUANTITY	ESTIMATED COST
TASK 1:	Equivalency Determination	18	\$ 3,900
TASK 2:	Coordination Meetings & MOA Drafting	32	\$ 7,000
EXPENSES:	Mileage Equipment rental Other	***Included in the above estimated costs***	
TOTAL			\$10,900

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) District staff to coordinate all meetings
- 2) 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: _____

Signature: _____

Name: Joni Giese

Name: Carl K. Almer

Title: District Administrator

Title: Water Resources Lead

Date: _____

Date: _____