



AGENDA

Tuesday, October 15, 2024

6:00 PM

Council Chambers
Prior Lake City Hall

BOARD OF MANAGERS:

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

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

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

- 4:00 – 4:50 PM W.1 District Property Maintenance Discussion (Joni Giese)
 4:50 – 5:10 PM W.2 Minnesota Watersheds Resolution Delegate Selection Discussion (Joni Giese)
 5:10 – 5:30 PM W.3 Administrator Report (Joni Giese)
 5:30 – 5:50 PM W.4 Liaison Updates
- District Partners in Attendance
 - Managers' Summary of other Meetings Attended

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

6:02 – 6:07 PM 2.0 **PUBLIC COMMENT**

If anyone wishes to address the Board of Managers on an item not on the agenda or on the consent agenda, please come forward at this time. Go up to the podium, turn on the microphone and state your name and address. (The Chair may limit your time for commenting.)

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

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

- 4.1 Programs & Projects Update (Discussion)
- 4.2 Busch Easement Amendment (Vote)
- 4.3 Minnesota Watersheds Resolution Delegate Selection (Vote)
- 4.4 Ferric Chloride Site Improvements Contractor Award (Vote)

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

- 5.1 Monthly Financial Reports (Discussion Only)
 - Financial Report
 - Treasurers Report
 - Cash Flow Projections
 - Cost Analysis

6:50 – 6:55 PM 6.0 CONSENT AGENDA

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

- 6.1 Meeting Minutes – September 17, 2024, Board Workshop
- 6.2 Meeting Minutes – September 17, 2024, Board Meeting
- 6.3 Meeting Minutes – July 25, 2024, CAC Meeting
- 6.4 Claims List and Bank Purchase Card Expenditures Summary
- 6.5 Quarterly Investment Summary
- 6.6 Lake Ridge Stormwater Study Consultant Award

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

- Buckthorn Wreath Making, Saturday, October 26, 2024, 1:00 pm (Boathouse Brothers Brewing Company) – Advance Registration Required
- Board of Managers Workshop, Tuesday, November 19, 2024, 4:00 pm (Prior Lake City Hall – Parkview Conference Room)
- Board of Managers Meeting, Tuesday, November 19, 2024, 6:00 pm (Prior Lake City Hall – Council Chambers)
- PLOC Cooperators Meeting, Thursday, November 21, 2024, 12:00 pm (Prior Lake City Hall)

7:00 PM 8.0 ADJOURNMENT

OCTOBER 2024 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</i></p>	<p>Buck Stream Stabilization</p> <ul style="list-style-type: none"> Obtain all bonds and insurance, held pre-construction meeting, conducted landowner interviews, and issued notice to proceed. Began construction. Responded to follow up requests related to bank consent and nondisturbance form. <p>Spring Lake West IESF</p> <ul style="list-style-type: none"> Planned monitoring after outlet replacement. Needed lower waters in order to take distinct water samples. Held second meeting with alternate site landowner. Prepared easement estimates for consideration. <p>MB CD-13 IESF</p> <ul style="list-style-type: none"> First discussion with landowner, agreed to set up additional meeting. <p>Swamp IESF</p> <ul style="list-style-type: none"> WBIF workplan approved, issued notice to EOR to begin work. <p>Fish Lake Management Plan (FLMP)</p> <ul style="list-style-type: none"> WBIF workplan approved. 200 St Pond 2nd landowner outreach. Obtained field nutrient reduction agreement with farmer on West side of Fish Lake. Solicited RFPs for Lake Ridge Stormwater Study. Review submitted Proposals for Lakeridge Stormwater study. <p>Potential Flood Storage Projects</p> <ul style="list-style-type: none"> SWCD and PLSLWD preparation for surveying for Project 10 in fall. 	<p>Buck Stream Stabilization</p> <ul style="list-style-type: none"> Obtain consent and nondisturbance from final bank and record agreement. Substantial completion of construction. "After" videos and pictures of site. <p>Spring Lake West IESF</p> <ul style="list-style-type: none"> Monitor two rain events. Assess ideal and feasible IESF or BMP for implementation. Follow up with alternate site landowner to assess interest and feasibility of access options. <p>MB CD-13 IESF</p> <ul style="list-style-type: none"> Understand landowner willingness to proceed in investigation. <p>Swamp IESF</p> <ul style="list-style-type: none"> Initiate work with EOR. <p>Fish Lake Management Plan</p> <ul style="list-style-type: none"> Understand 200 St Pond landowner willingness to develop implementation steps. Contract with successful consultant on Lakeridge Stormwater study. <p>Potential Flood Storage Projects</p> <ul style="list-style-type: none"> Conduct survey on Project 10 in fall.
<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"> Moved to smaller storage unit CPUE surveys on Spring and Upper Prior lakes Tracked radio-tagged carp Removed PIT stations for winter 	<ul style="list-style-type: none"> Collaborate with SMSC on carp management Continue mark and recapture study on Upper Prior Lake Implant new radio tags Update IPM Plan for 2025

OCTOBER 2024 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<p>Ferric Chloride System Operations <i>Project Lead: Jeff and Emily</i></p>	<ul style="list-style-type: none"> • Continued weekly sampling routine when dosing • Dosing stopped in late September due to low flow • Sent out RFQ for construction of FeCl site improvements • Held FeCl site improvements contractor pre quote meeting • Sent out feedline locating RFQ • Held feedline locator contractor pre quote meeting • Worked with EOR on scheduling and contractor bids • Work with landowners on easement, construction, and future project items 	<ul style="list-style-type: none"> • Discuss contractor bid results for FeCl site improvements • Begin planning Highway 13 wetland excavation project timeline • Continue working with Highway 13 wetland landowners on project timing, access, and other project details • Obtain easement adjustment for FeCl access drive
<p>Farmer-Led Council <i>Project Lead: Emily</i></p>	<ul style="list-style-type: none"> • Continued coordination with Scott SWCD. 	<ul style="list-style-type: none"> • Continue to support and review FLC projects.
<p>Cost Share Incentives <i>Project Lead: Emily</i></p>	<ul style="list-style-type: none"> • Provided feedback on potential cost share projects. • Approved projects for the entirety of 2024 budget. • Set up coordination meeting for 2025 Docket. 	<ul style="list-style-type: none"> • Review cost share applications with Scott SWCD as needed. • Present non-traditional cost share project types for Board approval as applicable.
<p>Sutton Lake Outlet and Lake Management Plan <i>Project Lead: Emily</i></p>	<p>Lake Management Plan</p> <ul style="list-style-type: none"> • Planned timing and content of fall drone survey. 	<p>Lake Management Plan</p> <ul style="list-style-type: none"> • Plan landowner communications. • Complete drone survey.
<p>Website and Media <i>Project Lead: Danielle</i></p>	<p>Social Media</p> <ul style="list-style-type: none"> • Advertising fall events • Respond to comments and messages as needed <p>Website</p> <ul style="list-style-type: none"> • Updates news section <p>Articles</p> <ul style="list-style-type: none"> • SCENE article (reusing PLOC article) 	<p>Social Media</p> <ul style="list-style-type: none"> • Continue updating Facebook and Instagram with relevant topics • Respond to comments and messages as needed <p>Website</p> <ul style="list-style-type: none"> • Update website as needed
<p>Citizen Advisory Committee <i>Project Lead: Danielle</i></p>	<ul style="list-style-type: none"> • Coordinate with CAC members on volunteer opportunities • September CAC Meeting • Follow up on CAC questions 	<ul style="list-style-type: none"> • Reschedule for the last 2024 CAC meeting • Schedule/interview applicant

OCTOBER 2024 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<p>Education Program <i>Project Lead: Danielle</i></p>	<ul style="list-style-type: none"> • See Website and Media section. • Promote and Complete Volunteer Buckthorn Removal Project • Prep for and promote Buckthorn Wreathmaking event • Collect footage for future Buck Stream project video 	<ul style="list-style-type: none"> • Prep for and promote Buckthorn Wreathmaking event • Spring Lake Association presentation • Coordinate volunteers for end of CAMP season • Prep for Minnesota Watersheds Conference presentation
<p>Monitoring Program <i>Project Lead: Jeff and Zach</i></p>	<ul style="list-style-type: none"> • Data processing in WISKI. • Conducted bi-weekly stream and Swamp Lake monitoring regime. • Downloaded stream and lake level logger data • Conducted graphing website maintenance. • Collected sediment cores on Spring Lake with EOR. • Visited Haas lake to review locations for potential 2025 stormwater monitoring. 	<ul style="list-style-type: none"> • Continue QA/QC in WISKI. • Continue uploading historic data from WQDB to WISKI. • Sediment analysis and technical memo deliverable by March 2025. • Finalize mapping report on historic monitoring site locations and analysis.
<p>Aquatic Vegetation Management and Surveys <i>Project Lead: Jeff</i></p>	<ul style="list-style-type: none"> • Submitted request for grant reimbursement funds to SWMO 	<ul style="list-style-type: none"> • none
<p>AIS <i>Project Lead: Jeff and Zach</i></p>	<ul style="list-style-type: none"> • Coordination between Waterfront Restoration and DNR on inspection coverage, trainings, and violations. 	<ul style="list-style-type: none"> • Continue coordinating with DNR on CD3 station installation agreement. • Install station at Sand Point boat launch.
<p>Rules Revisions <i>Project Lead: Joni</i></p>	<ul style="list-style-type: none"> • Reviewing Scott County rule updates to confirm equivalency. 	<ul style="list-style-type: none"> • Finalize City of Prior Lake equivalency MOA. • Finalize City of Savage interim equivalency agreement. • Finish review of Scott County rule updates to confirm equivalency. Continue working with Scott County to finalize equivalency MOA.

OCTOBER 2024 PROGRAMS AND PROJECTS UPDATE

PROGRAM OR PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<p>BMPs & Easements <i>Project Lead: Joni</i></p>	<ul style="list-style-type: none"> • Woody invasives foliar treatment conducted by contractor on District's Spring Lake parcel. • Held monthly coordination meeting with SWCD. • Completed monument sign installation agreement template and monument sign installation notice. • Preparing first encroachment agreement. • Met with property owners and City of Prior Lake regarding landowner easement questions. 	<ul style="list-style-type: none"> • Wrap up work on outstanding issues associated with: <ul style="list-style-type: none"> ○ Development Agreement and Conservation Easement establishment process and document templates. ○ Approve first encroachment agreements. • Work to resolve outstanding easement violations.
<p>Permitting <i>Project Lead: Joni</i></p>	<ul style="list-style-type: none"> • Provided permit review comments to LGU partners on seven projects. • Performed construction inspections on Permit 24.01. • Worked to close old permit (22.02). • Meeting with Spring Lake Township on permit requirements for road reconstruction projects. 	<ul style="list-style-type: none"> • Continue construction inspections. • Continue to close out old permits. • Continue to provide permit review comments to LGU partners.
<p>Planning Activities <i>Project Lead: Joni and Emily</i></p>	<ul style="list-style-type: none"> • Began compiling a master project spreadsheet to aid in TMDL, website, and future maintenance tracking needs. • Printed Water Resources Management Plan amendment. 	<ul style="list-style-type: none"> • Circulate Water Resources Management Plan amendment to requested parties.
<p>Outlet Channel Projects and Administration <i>Project Lead: Emily/Jeff</i></p>	<ul style="list-style-type: none"> • Shared woody invasive management updates with cooperators, communicated with contractor, and reviewed work. • Prepared for November Cooperator meeting. • MPCA grant funding awarded, grant agreement in drafting. 	<ul style="list-style-type: none"> • Continue channel inspections. • Work with contractor on remaining woody invasives management. • Sign MPCA grant agreement. • Proceed with engineer to update contract and set construction timeline. • Wrap up easement summary and modeling updates prior to November Cooperator meeting.
<p>General Administration <i>Project Lead: Joni</i></p>	<ul style="list-style-type: none"> • Mid-year performance check-in meetings. • Office cubicle layout revisions. • Researched maintenance responsibilities associated with District-owned parcels. 	<ul style="list-style-type: none"> • Continue to participate and learn more about potential Scott County coordinated benefits plan. • Update remainder of personnel policy. • Develop approach to district parcel maintenance.



Subject	Busch Easement Amendment	
Board Meeting Date	October 15, 2024	Item No: 4.2
Prepared By	Emily Dick	
Attachments	Busch Easement Amendment	
Proposed Action	Motion to approve the Busch Easement Amendment, with “Proposed” removed from the survey drawing, and to approve the associated compensation, including \$200 and negotiated site improvements as outlined in the Board memo.	

Background

The District’s Ferric Chloride Treatment System is an essential part of the District’s efforts to reduce phosphorus reaching Spring Lake, and downstream Prior Lake. In August 2024, the Board approved a Scope of Services for EOR to provide the engineering, design, permitting, bidding and construction administration work associated with the recommended ferric chloride site improvements. The improvements include reinforcing the access drive, creating a building access point to remove the old tank, and the replacement of aged system elements.

In the process of surveying the driveway for design, it was found that the existing easement does not cover a small (.006 acres) section of the existing driveway. Staff have coordinated with the landowners of the property to pursue an amendment to the existing easement, so it aligns with the existing driveway.

Discussion

District legal counsel drafted a proposed easement amendment, and surveying services were obtained to describe the legal description of the amended easement area. Professional surveying found that the deeds of the Busch and Klotz (eastern neighbor) property overlap roughly 7 feet. The overlap does not impact the District’s easements with either party and landowners have been notified.

The easement amendment documents are ready for execution by both parties upon Board approval of compensation and easement amendment. Through discussion with the landowners, the following compensation, along with following site improvement work that is incorporated into the construction package, is requested for the easement amendment:

- \$200 for additional .005 acres of easement area and inconvenience.
- Extend Class Five gravel up to the crest of drive, and blend into existing. Estimated \$1,500.
- Remove a Siberian elm along fence line. Estimated \$750.
- Install “Private Property” signage at driveway entrance. Estimated \$800.

- Install unlocked gate along access drive. Estimated \$3,500.
- District to cover all costs of any legal review, recording, notary, etc.

Compensation for an easement amendment is considered the cost-effective and mutually beneficial option, compared with the alternative of constructing a new road to align with the existing easement.

Recommendation

Motion to approve the Busch Easement Amendment, with “Proposed” removed from the survey drawing, and to approve the associated compensation, including \$200 and negotiated site improvements as outlined in the Board memo.

Budget Impact

The cost associated with proposed activity is covered under budget item 611/Highway 13 Wetland, FeCl system & Desilt, O&M budget.

AMENDMENT to DEED OF EASEMENT

Burdened Property:

The West 88 rods of the North $\frac{3}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 114, Range 22
Scott County, Minnesota

This Amendment of Deed of Easement (“Amendment”) is entered into by Debora Mary Busch, a married person and owner in fee of the Burdened Property (“Owner”), and the Prior Lake – Spring Lake Watershed District, a political subdivision with powers and purposes set forth at Minnesota Statutes chapters 103B and 103D (“District”).

WHEREAS Owner’s predecessor in title conveyed to the District a Deed of Easement dated June 5, 1997, and filed in the Office of the Scott County Recorder on June 11, 1997 as Document No. 0393929;

WHEREAS the Easement provides for District access to a water quality project that it owns and maintains on the Burdened Property and adjacent property; and

WHEREAS the parties wish to adjust the Easement to conform the Easement Area to the existing location of improvements, and to clarify other terms.

Terms

1. Exhibit A, attached hereto and incorporated herein, replaces Exhibit A of the Easement.

2. Paragraph (a) of the Easement is revised to read:

(a) The right to use the Easement Area for ingress, egress, access and driveway purposes, including the right to maintain the Easement Area free of vegetation and any other obstacle to passage;

3. Paragraph (d) is added as follows:

(d) The right to install and maintain a gate across the Easement Area path of travel, which gate will not be locked by Grantors or Grantee except pursuant to a written agreement between them.

4. Except as explicitly amended hereby, the Easement and all terms thereof remain in full force and effect.

OWNER

_____ Date:
Debora Mary Busch

STATE OF MINNESOTA
COUNTY OF SCOTT

This instrument was acknowledged before me this ___ day of _____, 2024, by Debora Mary Busch, a married person.

Notary Public

PRIOR LAKE-SPRING LAKE WATERSHED DISTRICT

_____ Date:
Bruce Loney, President

STATE OF MINNESOTA
COUNTY OF SCOTT

This instrument was acknowledged before me this ___ day of _____, 2024, by Bruce Loney as President of the Prior Lake-Spring Lake Watershed District.

Notary Public

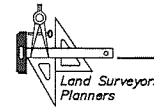
This document prepared by:
Smith Partners P.L.L.P.
250 South Marquette Avenue
Suite 250
Minneapolis MN 55401

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

That part of the East 210.00 feet of the West 88 rods of the North Three Quarters of the Northwest Quarter of Section 17, Township 114, Range 22, Scott County, Minnesota described as follows: Commencing at the northeast corner of said West 88 rods; thence South 00 degrees 17 minutes 21 seconds West, assumed bearing along the east line of said West 88 rods, a distance of 119.30 feet to the point of beginning of the land to be described; thence North 83 degrees 27 minutes 44 seconds West a distance of 147.49 feet; thence South 23 degrees 32 minutes 16 seconds West a distance of 7.26 feet to its intersection with a line 20.00 feet southerly of and parallel with the southerly Right of Way of State Trunk Highway No. 13; thence westerly, along said parallel line, to its intersection with the west line of said East 210.00 feet of said West 88 rods; thence northerly, along the west line of said East 210.00 feet to its intersection with said southerly Right of Way line of State Trunk Highway No.13; thence easterly, along said southerly Right of Way line, to its intersection with the east line of said West 88 rods of the North Three Quarters of the Northwest Quarter; thence southerly, along said east line of the West 88 rods, to the point of beginning.

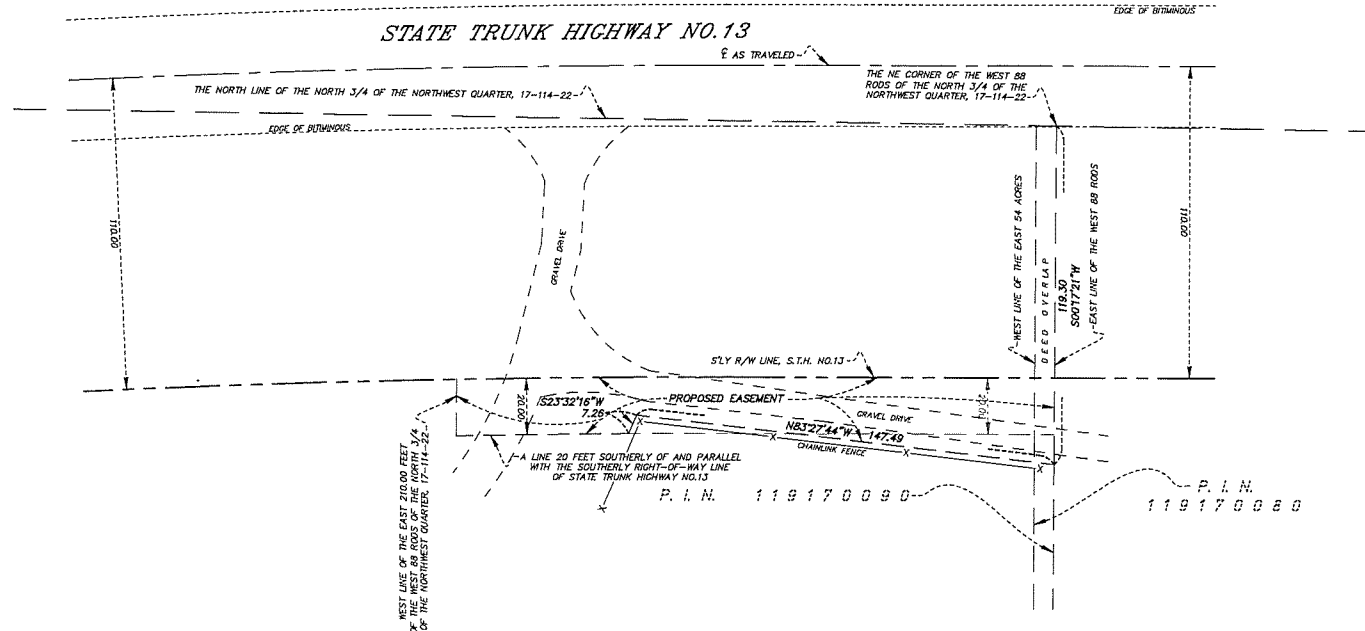
EXHIBIT PREPARED FOR:
PRIOR LAKE SPRING LAKE WATERSHED DISTRICT
 4646 DAKOTA STREET SE
 PRIOR LAKE, MN 55372
 ATTN: EMILY DICK



Valley Surveying Co., P.A.

Phone (952) 447-2570
 Fax (952) 447-2571

Suite 230
 16670 Franklin Trail S.E.
 Prior Lake, Minnesota 55372

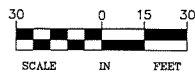


PROPOSED EASEMENT LEGAL DESCRIPTION:

That part of the East 210.00 feet of the West 88 rods of the North Three Quarters of the Northwest Quarter of Section 17, Township 114, Range 22, Scott County, Minnesota described as follows: Commencing at the northeast corner of said West 88 rods; thence South 00 degrees 17 minutes 21 seconds West, assumed bearing along the east line of said West 88 rods, a distance of 119.30 feet to the point of beginning of the land to be described; thence North 83 degrees 27 minutes 44 seconds West a distance of 147.49 feet; thence South 23 degrees 32 minutes 16 seconds West a distance of 7.26 feet to its intersection with a line 20.00 feet southerly of and parallel with the southerly Right of Way of State Trunk Highway No. 13; thence westerly, along said parallel line, to its intersection with the west line of said East 210.00 feet of said West 88 rods; thence northerly, along the west line of said East 210.00 feet to its intersection with said southerly Right of Way line of State Trunk Highway No.13; thence easterly, along said southerly Right of Way line, to its intersection with the east line of said West 88 rods of the North Three Quarters of the Northwest Quarter; thence southerly, along said east line of the West 88 rods, to the point of beginning.

SURVEYOR'S NOTES:

1. No current title work was provided for our use in the preparation of this Exhibit and this Exhibit is subject to revision upon receipt of the same.
2. Existing easement limits shown hereon per Doc. No. 393929 as provided.
3. As to parcels 119170090 and 119170080, there deed lines are shown hereon per Doc. No. A1168673 & A579470 respectively.
4. Existing improvements as shown hereon are per field locations on 10/03/24.
5. Existing Easement Area per Doc 393929 is 4,200 sq.ft. Proposed Easement Area as shown and described hereon is 4,473 sq.ft.



- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET AND MARKED BY LICENSE NO. 42309

I hereby certify that this Exhibit was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Geo M Swann
 Minnesota License Number 42309
 Dated this 8th day of OCTOBER, 2024

FILE 11553 BOOK 264 PAGE 68



Subject	Minnesota Watershed Resolutions Delegate Selection	
Board Meeting Date	October 15, 2024	Item No: 4.3
Prepared By	Joni Giese, District Administrator	
Attachments	None	
Proposed Action	Motion to appoint (insert manager names) as delegates and (insert manager name) as an alternate to vote on resolutions on behalf of PLSLWD at the Minnesota Watersheds annual conference and to authorize the District Administrator to submit the delegate appointment form to Minnesota Watersheds.	

Background

Annually Minnesota Watersheds solicits resolutions from its membership to help inform the organization's legislative platform.

Discussion

Voting in favor or against proposed resolutions will occur on December 6, 2024, as part of the business meeting at the Minnesota Watershed annual conference. Each member watershed district or watershed management organization is requested to appoint two managers and one alternate to serve as the District's delegate for voting on resolutions. The District can choose to elect/send fewer delegates.

The District will cover costs associated with conference attendance, such as conference registration, mileage, lodging and meals.

Recommendation

Motion to appoint (insert manager names) as delegates and (insert manager name) as an alternate to vote on resolutions on behalf of PLSLWD at the Minnesota Watersheds annual conference and to authorize the District Administrator to submit the delegate appointment form to Minnesota Watersheds.

Budget Impact

The PLSLWD annual training budget includes funds to cover conference dues, lodging for two nights, and mileage for 2 managers.



Subject 	Ferric Chloride Site Improvements Contractor Award	
Board Meeting Date 	October 15, 2024	Item No: 4.4
Prepared By 	Emily Dick	
Attachments 	EOR Recommendation of Award Memo	
Proposed Action 	Motion to authorize the District administrator to contract with US SiteWork for the construction of FeCl Site Improvements, not to exceed \$235,223, and to enter into change orders in an aggregate amount not to exceed \$23,522, or 10% of the contract.	

Background

The District’s Ferric Chloride Treatment System is an essential part of the District’s efforts to reduce phosphorus reaching Spring Lake, and downstream Prior Lake. The District contracted EOR to conduct the Ferric Chloride System Assessment in 2023 to recommend system updates, equipment lifetimes, and optimization of the system. In August 2024, the Board approved a Scope of Services for EOR to provide the engineering, design, permitting, bidding and construction administration work associated with the recommended ferric chloride site improvements. The improvements include reinforcing the access drive, creating a building access point to remove the old tank, and replacement of aged system elements. The District has \$265,250 budgeted for these improvements and other FeCl system work in 2024. In an effort to minimize interruption to treatment and system operations, the District is seeking to complete site improvements to the driveway and building before April 2025.

At the September Board meeting, the Board of Managers approved the issuance of a Request for Quotes for the Construction of the Ferric Chloride Site Improvements. The engineer’s opinion of probable cost for all improvements was \$127,332. An optional pre-quote meeting was held at the site and three contractors attended.

Discussion

EOR managed the administration of the RFQ and received two quotes from contractors, both which were well above the estimated cost of \$127,332. The quotes received are summarized in the table below:

<i>Contractor</i>	<i>Not-to-exceed Quote</i>
<i>US SiteWork</i>	\$235,223
<i>Minnesota Utilities & Excavating</i>	\$518,479

In response to the higher quotes, EOR sought feedback from contractors on what factors informed their pricing or decision not to submit a quote. The attached memo from EOR summarizes feedback from contractors and informs a recommendation. A unanimous factor was that the system is small and has many specialized elements. Staff have received the same feedback on other related ferric chloride operations.

Although the tight timeline was also expressed as another factor hindering competitive quotes, based on holistic contractor feedback, EOR and staff do not feel that building improvement costs would be measurably decreased by a longer timeline due to their specialized nature. Driveway construction quotes may benefit from a longer timeline, however driveway costs are only 29% of the total quote and some savings would be negated by additional RFQ administration, renegotiating the existing proposals, and delays in schedule. Staff align with EOR's recommendation to pursue contracting with the lowest available quote, US SiteWorks for \$235,223.

If contracting is approved, the intended schedule is summarized as follows:

November 15, 2024- Contracting complete with contractor

December 15, 2024- Substantial completion of driveway improvements, pending easement amendment

March 15, 2025- Substantial completion of building improvements

Recommendation

Motion to approve contracting with US SiteWork for the construction of FeCl Site Improvements, not to exceed \$235,223.

Budget Impact

The cost associated with proposed contract will exceed the current 2024 budget for 611/Highway 13 Wetland, FeCl system & Desilt, O&M by approximately \$100,000. The expenditure for this overage is estimated to occur in January or February of 2025. Should the Board approve this contract, the additional \$100,000 will need to be incorporated into the 2025 budget and paid for either through reallocation of the approved levy amount or through budget reserves.

memo



Project Name | Ferric Chloride Drive & Building Improvements **Date** | 10/09/2024

To | PLSLWD Board of Managers

Cc | Joni Giese, PLSLWD Administrator
Emily Dick, PLSLWD Project Manager
Carl K. Almer, EOR

From | Kyle Crawford, PE, EOR

Regarding | Recommendation for Award of Construction Contract

The purpose of this memorandum is to provide a recommendation for selecting a Contractor to construct the Ferric Chloride Drive & Building Improvements Project.

Bid Summary

The Request for Quotes was sent to local contractors on September 18, 2024. Quotes were due via email on October 7, 2024, at 11:00am. For us to formulate our recommendation, we compared the Total Quote values for each of the contractors. There were no Add Alternates for this project. A total of 2 quotes were received and the overall low bidder was US SiteWork, with a Total Quote of \$235,223.00.

As seen below, the quotes were significantly higher than the project Engineer's Estimate, and only two of the 12 contractors contacted provided quotes. EOR reached out to several contractors to determine why costs were higher than expected, and/or why contractors chose not to quote the project. The following practical difficulties were noted by contractors in providing quotes for this project:

- Specialty trades – trouble finding subcontractors (plumbing, building, electrical)
 - Too complicated for small contractors, too small for large contractors
- Small quantity inefficiencies (steel supports, gravel drive)
- Driveway widening in narrow corridors – all small equipment rather than larger equipment (e.g., skid steer vs. dozer)
- Very busy workload this fall – projects delayed due to early summer rains (contractors and subcontractors)

COMPANY	TOTAL BID	DEVIATION FROM ESTIMATE
<i>Engineer's Estimate</i>	\$127,332.00	N/A
US SiteWork	\$235,223.00	85%
Minnesota Utilities & Excavating	\$518,479.00	307%

Quotes could be re-solicited from contractors again with slight adjustments per contractor input (wider bidding and construction window, etc.), but the administrative costs of rebidding and construction delays would likely minimize the cost savings realized by potential lower quotes. Per the contractor's input, the building improvements likely will not see significant cost savings.

The Engineer's Estimate provided before soliciting quotes was based on recent bid prices and supplier material quotes. However, the labor costs of the specialty trades (building, plumbing, electrical) were significantly higher than estimated because of the unique combination of complicated components and small project scale. While we knew this would be an issue, the exact extent could not be predicted without knowing each contractor's availability.

Recommendation

US SiteWork is a reputable area contractor and has completed successful projects with EOR in the past. Following our review with District staff, we are recommending approval of the Total Quote and award of the contract to the low responsive bidder, US SiteWork, in the amount of **\$235,223.00**.

PRIOR LAKE SPRING LAKE WATERSHED DISTRICT
 Financial Report - Cash Basis
 January 1, 2024 Through September 30, 2024

Reflects bills paid through September 30, 2024

Program Element	2024 Source of Funds					2024 Actual Results		
	2024 Levy	Budget Reserve	Grant Funds/Fees	Budget Adjustment	2024 Budget	September 2024	YTD	YTD % of Budget
General Fund (Administration)								
Revenues								
Property Taxes	\$ 252,000	\$ -	\$ -		\$ 252,000	\$ -	\$ 128,597	51%
Interest	-	-	9,000		9,000	2,567	7,469	83%
Total Revenues	\$ 252,000	\$ -	\$ 9,000	\$ -	\$ 261,000	2,567	136,066	52%
Expenditures								
Administrative Salaries and Benefits	\$ 145,000	\$ -	\$ -		\$ 145,000	11,794	108,116	75%
703 - Telephone, Internet & IT Support	7,000	-	9,000		16,000	1,159	9,644	60%
702 - Rent	27,500	-	-		27,500	2,459	23,050	84%
706 - Office Supplies	8,000	-	-		8,000	400	4,861	61%
709 - Insurance and Bonds	13,000	-	-		13,000	-	11,893	91%
670 - Accounting	33,500	-	-		33,500	2,547	20,806	62%
671 - Audit	10,500	-	-		10,500	-	10,500	100%
903 - Fees, Dues, and Subscriptions	1,500	-	-		1,500	-	1,147	76%
660 - Legal (not for projects)	6,000	-	-		6,000	323	5,695	95%
General Fund (Administration) Expenditures	\$ 252,000	\$ -	\$ 9,000		\$ 261,000	18,682	195,713	75%
Net Change in General Fund	-	-	-	-	-	(16,114)	(59,646)	

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

PRIOR LAKE SPRING LAKE WATERSHED DISTRICT
 Financial Report - Cash Basis
 January 1, 2024 Through September 30, 2024

Reflects bills paid through September 30, 2024

Program Element	2024 Source of Funds					2024 Actual Results		
	2024 Levy	Budget Reserve	Funds/Fees	Budget Adjustment	2024 Budget	September 2024	YTD	YTD % of Budget
Implementation Fund								
Revenues								
Property Taxes	\$ 1,697,000	\$ -	\$ -		\$ 1,697,000	-	865,967	51%
Grants/Fees	-	-	34,000	75,000	109,000	-	45,935	42%
Interest	-	-	61,000		61,000	1,914	89,829	147%
Sales/Other	-	-	-		-	-	39,795	#DIV/0!
Budget Reserves	-	\$ 468,500	-	54,856	523,356	-	-	0%
Total Revenues	\$ 1,697,000	\$ 468,500	\$ 95,000	\$ 129,856	\$ 2,390,356	1,914	1,041,526	44%
Expenditures								
Program Salaries and Benefits (not JPA/MOA)	\$ 490,500	\$ -	\$ -	(5,000)	\$ 485,500	37,084	328,057	68%
Water Qual 550 Public Infrastructure Partnership Projects	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	#DIV/0!
Water Qual 550 - Buck Stream				\$ 223,400	\$ 223,400	7,553	7,599	3%
Water Qual 550 - Swamp Lake				\$ 61,000	\$ 61,000	-	40,015	66%
Water Qual 550 - FeCl Site Improvements					\$ -	8,222	8,222	#DIV/0!
Water Qual 611 Farmer-led Council	55,000	-	-		55,000	20	30,388	55%
Water Qual 611 Cost-Share Incentives	68,000	-	-		68,000	-	22,890	34%
Water Qual 611 Highway 13 Wetland, FeCl system & Desilt, O&M	244,000	-	61,000		305,000	6,947	58,795	19%
Water Qual 611 Carp Management	96,500	-	-		96,500	5,995	31,812	33%
Water Qual 611 Spring Lake Demonstration Project Maintenance	1,200	-	-		1,200	-	-	0%
Water Qual 611 Alum Internal Loading Reserve	230,000	-	-		230,000	-	-	0%
Water Qual 611 Fish Stocking	2,000	-	-		2,000	-	2,500	125%
Water Qual 637 District Monitoring Program	84,500	-	-		84,500	7,294	38,407	45%
Water Qual 626 Planning and Program Development	27,500	-	-		27,500	473	13,463	49%
Water Qual 626 LGU Plan Review	-	4,000	-		4,000	-	832	21%
Water Qual 626 Engineering not for programs	20,000	-	-		20,000	988	11,832	59%
Water Qual 648 Permitting and Compliance	57,000	-	5,000		62,000	3,904	28,679	46%
Water Qual 648 Update MOAs with cities & county	-	5,000	-		5,000	-	-	0%
Water Qual 648 BMP and easement inventory & inspections	25,000	-	2,000	20,875	47,875	290	20,644	43%
Water Qual 626 Upper Watershed Projects	194,000	442,000	-	(209,400)	426,600	9	58,211	14%
Water Qual 626 District Plan Update	-	2,500	-		2,500	-	185	7%
WQ TOTAL	\$ 1,104,700	\$ 453,500	\$ 68,000	\$ 95,875	\$ 1,722,075	42,267	375,047	22%
Water Storage 550 District-wide Hydraulic & Hydrologic model	\$ 5,000	\$ -	\$ -		\$ 5,000	-	-	0%
Water Storage 626 Comprehensive Wetland Plan Update	35,500	-	-		35,500	-	-	0%
WS TOTAL	\$ 40,500	\$ -	\$ -	\$ -	\$ 40,500	-	-	0%
AIS 611 Aquatic Vegetation Mgmt	2,000	-	\$ 12,000	\$ 3,500	\$ 17,500	-	17,455	100%
AIS 637 Automated Vegetation Monitoring (BioBase)	\$ 1,300	-	-		1,300	-	-	0%
AIS 637 Aquatic Vegetation Surveys	15,500	-	-	(3,500)	12,000	-	-	0%
AIS 637 Boat inspections on Spring, Upper & Lower Prior	19,000	-	15,000		34,000	11,664	30,067	88%
AIS TOTAL	37,800	-	27,000	-	64,800	11,664	47,522	73%
Ed & Out 652 Education and Outreach Program	\$ 23,500	\$ 15,000	\$ -		\$ 38,500	803	25,732	67%
E&O TOTAL	\$ 23,500	\$ 15,000	\$ -	\$ -	\$ 38,500	\$ 803	\$ 25,732	67%
PLOC Contribution		\$ -	\$ -	\$ 38,981	\$ 38,981	-	38,981	100%
Debt Payment Reserve		-	-		-	-	-	#DIV/0!
Total Implementation Fund	\$ 1,697,000	\$ 468,500	\$ 95,000	\$ 129,856	\$ 2,390,356	91,818	815,339	34%
Net Change in Fund Balance Implementation Fund	-	-	-	-	-	(89,904)	226,186	

Grant Funds/Fees Anticipated		2024 Budget	
Interest Income (general fund & Implementation fund)		\$ 70,000	\$ 70,000
648 New Easement Acquisition Fees		5,000	5,000
Water Qual 648 Easement amendment/violations fees		2,000	2,000
AIS 611 Aquatic Vegetation Mgmt. (Scott County)		27,000	27,000
Water Storage 550 Buck Stream (SWCD Grant)		75,000	75,000
Total Grant Funds/Fees Anticipated		\$ 179,000	\$ 179,000

Budget Summary						2023 Levy		
Fund Sources/Fund Expenditures	2024 Levy	Budget Reserves	Grants/Rev	Amendments	Budget Total	2023 Levy	Levy Increase	% Increase
General Fund	\$ 252,000		\$ 9,000	\$ -	\$ 261,000	249,200		
Implementation Fund	\$ 1,697,000	\$ 468,500	\$ 95,000	\$ 129,856	\$ 2,390,356	1,670,736		
Total Fund Sources	\$ 1,949,000	\$ 468,500	\$ 104,000	\$ 129,856	\$ 2,651,356	1,919,936	\$ 29,064	1.5%
Expenditures								
General Fund					261,000			
Implementation Fund					2,390,356			
Total Expenditures					2,651,356			

Fund Balance Commitments/Assingments					
2024 (Budget)					
	12-31-23 Bal	Additions	Reductions	Amendments	12-31-24 Bal
611 Alum Internal Loading Reserve	\$ 700,000	\$ 230,000	\$ -	\$ -	\$ 930,000
626 Upper Watershed Projects	\$ 442,000	\$ 194,000	\$ (636,000)	\$ -	\$ -
Debt Payment Reserve	\$ 180,000	\$ -	\$ -	\$ -	\$ 180,000
Total	\$ 1,322,000	\$ 424,000	\$ (636,000)	\$ -	\$ 1,110,000

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

PLSLWD Monthly Treasurers Report

Treasurer: Christian Morkeberg

Account balances as of 9/30/24

4M Fund (Checking Account)	\$	1,701,879
4M Fixed Income	\$	1,899,200
Total Uncleared Transactions	\$	-
SUBTOTAL	\$	3,601,079

RESTRICTED/COMMITTED FUNDS		
Restricted - Permit Deposits, etc. (350 & 360)	\$	120,026
Restricted - PLOC Contingency Reserve (850)	\$	266,530
Restricted - PLOC O&M Funds (830)	\$	170,413
Committed - Alum Internal Loading Reserve	\$	700,000
Committed - Upper Watershed Fund Balance	\$	442,000
Committed - Debt Payment	\$	180,000
TOTAL DISTRICT/PLOC RESTRICTED OBLIGATIONS	\$	1,878,969

Available cash at end of September 2024	\$	1,722,110
	65.0%	<i>of 2024 Amended Budget</i>

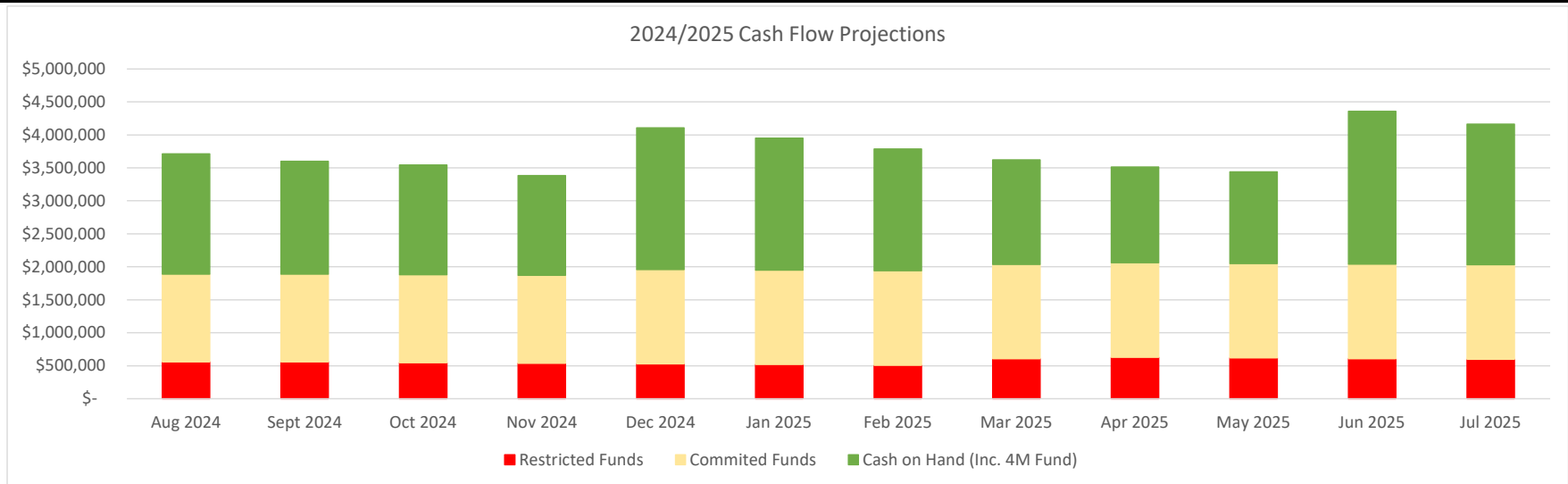
No assurance is provided on this statement. See selected information.

Draft amounts subject to change during audit preparation

No assurance provided on these financial statements

Cash Flow Chart

Month (End of Month)	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025
Restricted Funds	\$ 558,009	\$ 558,009	\$ 548,159	\$ 538,309	\$ 528,459	\$ 518,459	\$ 508,459	\$ 606,584	\$ 629,020	\$ 619,020	\$ 609,020	\$ 599,020
Committed Funds	\$ 1,332,000	\$ 1,332,000	\$ 1,332,000	\$ 1,332,000	\$ 1,431,400	\$ 1,431,400	\$ 1,431,400	\$ 1,431,400	\$ 1,431,400	\$ 1,431,400	\$ 1,431,400	\$ 1,431,400
Cash on Hand (Inc. 4M Fund)	\$ 1,823,480	\$ 1,711,070	\$ 1,662,783	\$ 1,511,028	\$ 2,147,049	\$ 1,999,539	\$ 1,844,979	\$ 1,582,294	\$ 1,450,634	\$ 1,389,548	\$ 2,318,712	\$ 2,132,769
Total Cash on Hand	\$ 3,713,489	\$ 3,601,079	\$ 3,542,942	\$ 3,381,337	\$ 4,106,908	\$ 3,949,398	\$ 3,784,838	\$ 3,620,278	\$ 3,511,054	\$ 3,439,968	\$ 4,359,132	\$ 4,163,189



Draft Amounts subject to change during audit preparation

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

PLSL Watershed District

Cash Minimum Balance Alert \$ 150,000

	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024	2024 Total	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Total Jan-Jul 2025
Cash on hand (beginning of month)	\$ 3,895,010	\$ 3,713,489	\$ 3,601,079	\$ 3,542,942	\$ 3,381,337		\$ 4,106,908	\$ 3,949,398	\$ 3,784,838	\$ 3,620,278	\$ 3,511,054	\$ 3,439,968	\$ 4,359,132	

Cash Receipts

Property Tax Levy	\$ -	\$ -	\$ -	\$ -	\$ 888,576	\$ 888,576	\$ 7,050	\$ -	\$ -	\$ -	\$ -	\$ 1,060,424	\$ -	\$ 1,067,474
BWSR WBIF	-	-	104,968	-	-	104,968	-	-	-	-	83,974	-	-	83,974
Grants - Other	-	-	-	27,000	-	27,000	-	-	-	-	9,500	-	-	9,500
PLOC Contributions	-	-	-	-	-	-	-	-	108,125	32,436	-	-	-	140,561
Interest Income	8,473	7,361	33,500	8,000	33,600	100,008	7,100	7,100	7,100	30,000	7,100	30,400	7,100	95,900
Other Receipts	8,000	-	-	-	-	41,213	375	375	375	375	375	375	375	2,625
Total Cash Receipts	\$ 16,473	\$ 7,361	\$ 138,468	\$ 35,000	\$ 922,176	\$ 1,161,765	\$ 14,525	\$ 7,475	\$ 115,600	\$ 62,811	\$ 100,949	\$ 1,091,199	\$ 7,475	\$ 1,400,034
Total Cash Available	\$ 3,911,483	\$ 3,720,850	\$ 3,739,547	\$ 3,577,942	\$ 4,303,513		\$ 4,121,433	\$ 3,956,873	\$ 3,900,438	\$ 3,683,089	\$ 3,612,003	\$ 4,531,167	\$ 4,366,607	

Cash Paid Out

Salaries and Per Diems	\$ 45,704	\$ 48,834	\$ 47,300	\$ 47,300	\$ 47,300	\$ 303,447	\$ 51,660	\$ 51,660	\$ 51,660	\$ 51,660	\$ 51,660	\$ 51,660	\$ 51,660	\$ 361,620
Office Expense, Audit, Accounting	6,979	7,251	7,058	7,058	7,058	39,945	10,375	10,375	10,375	10,375	10,375	10,375	10,375	72,625
PLSLWSD Program Costs	116,368	58,051	132,397	132,397	132,397	635,591	100,000	100,000	100,000	100,000	100,000	100,000	131,383	731,383
PLOC Contribution	-	-	-	-	-	-	-	-	108,125	-	-	-	-	108,125
PLOC Operations	3,729	5,635	9,850	9,850	9,850	48,318	10,000	10,000	10,000	10,000	10,000	10,000	10,000	70,000
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Disbursements	\$ 25,213	-	-	-	-	25,213	-	-	-	-	-	-	-	-
Subtotal	\$ 197,994	\$ 119,771	\$ 196,605	\$ 196,605	\$ 196,605	\$ 1,027,302	\$ 172,035	\$ 172,035	\$ 280,160	\$ 172,035	\$ 172,035	\$ 172,035	\$ 203,418	\$ 1,343,753
Cash on Hand (end of month)	\$ 3,713,489	\$ 3,601,079	\$ 3,542,942	\$ 3,381,337	\$ 4,106,908		\$ 3,949,398	\$ 3,784,838	\$ 3,620,278	\$ 3,511,054	\$ 3,439,968	\$ 4,359,132	\$ 4,163,189	

Draft amounts subject to change during audit

No assurance is provided on these financial statements

PLSLWD
Cost Analysis
Year to Date 09/30/2024

	<u>Year to Date 09/30/2024</u>	
	Amount	% of total
<u>Program staff costs</u>	<u>328,057</u>	32.4%
<u>Consultants</u>		
EOR	97,589	
Blue Water Science	6,600	
Hawkins, Inc.	20,596	
WSB & Associates	26,583	
Scott Soil and Water Cons.	95,854	
RMB Environmental Labs	26,739	
HDR Engineering Inc.	18,734	
Waterfront Resorations	27,191	
PLM	10,747	
Vessco	6,090	
Kisters North America	5,400	
	<u>336,723</u>	33.3%
 Hard costs, exclusive of prog staff & consultant costs	 <u>111,262</u>	 11.0%
	<u>111,262</u>	
<u>Overhead and Administration</u>		
Staff costs	108,116	
Audit/Accounting/Legal	37,002	
Other admin overhead	44,075	
IT Support (Rymark)	6,836	
	<u>196,029</u>	19.4%
<u>Bonds payments</u>	<u>-</u>	0.0%
<u>PLOC Contribution</u>	<u>38,981</u>	3.9%
Expenses excluding PLOC expenses per manager report	<u><u>1,011,052</u></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, September 17, 2024

Prior Lake City Hall

4:00 PM

Members Present:

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

Staff & Consultants Present:

Joni Giese, District Administrator
Emily Dick, Water Resources Project Manager
Danielle Studer, Water Resources Specialist

Others Present:

Loren Hanson, Citizen Advisory Committee
Lisa Quinn, Spring Lake Township
Scott Schneider, Scott SWCD
Diann Vosejka, Scott SWCD
Jim Fitzsimmons, Scott SWCD
Jody Brennan, Scott County

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

Farmer-Led Council Interview Findings

Scott SWCD staff members Diann Vosejka and Scott Schneider gave a presentation on Farmer-Led Council program history and findings from the first ten years. The program started as an educational program and shifted into cost share around 2018. Farmer-Led Council has focused on addressing barriers to adoption of conservation practices. Diann and Scott presented a summary of the practices which are incentivized by the program, and the water quality benefits they offered the District. Both cover crop and reduced tillage programs have been highly cost effective for the District, at less than \$70/lb P since 2018. Although practice adoptions vary year to year based on weather conditions, 2024 is projected to fund more acreage than is budgeted for in 2025.

Minnesota Watersheds Resolutions Update

Administrator Giese presented an update on developing and advocating for MN Watersheds 2025 Resolutions. MN Watersheds Director Jan Voit confirmed that the Board does not need to resubmit previous resolutions they were in support of. Upon further research of other proposed

resolution topics, Administrator Giese found that none of the proposed resolution topics were ready for submission to MN Watersheds. Adequate timing was not afforded for the appropriate level of research and development. The resolution process is involved and requires detailed statutory understanding and research throughout the year in order to propose a well-formed resolution. For example, the proposal to reduce the frequency of professional service solicitation and aligning with city regulation may have less desirable outcomes than intended by making noticing and review requirements more stringent.

Minnesota Watershed Resolutions Delegate Selection Discussion

Administrator Giese presented the structure of resolution discussion at the Annual MN Watersheds Conference. Two Managers and one alternate can be chosen to vote on the resolutions. Voting will occur on the morning of December 6, 2024 and the conference runs from December 4-6. Board of Managers discussed attendance. Several managers were interested in potentially attending and a decision will be made at the October board meeting.

2025 Budget Draft

Administrator Giese presented a draft budget to the Board of Managers for discussion. The proposed budget includes a 6% increase in the levy. 91% of the draft budget is directed to Projects and Programs. 25% of the draft budget is covered by budget reserves. 7.7% is funded through grant revenue. The levy set in September establishes the maximum levy for 2025, although it can be further refined and reduced until December's final levy resolution. An increase of 5.2% would keep tax rates the same as last year. A revised budget will be brought forward to the Board in subsequent meetings and be presented to the Citizen Advisory Committee for consideration.

Administrator Report

- The resolution for the budget and levy has been revised based on legal counsel review.
- The District has not received the grant agreement from MPCA for the Prior Lake Outlet Pipelining. The likely timeline for construction will be Winter 2025/2026. The grant agreement is reimbursement based and the District will need to plan finances to have cash on hand. Payments will be processed monthly.
- Manager Loney will not be able to attend the Scott WMO planning meeting next Monday at 4 pm. Manager Burnett will fill in.
- Initial research on office leases indicated that City Hall is a cost-competitive option. This initial research was a basic internet search, and it is expected that broker-assisted research could be done prior to negotiating the next lease.
- Representative Bakeberg is open to meeting with the Watershed District. Administrator Giese will schedule a meeting based on interested Board managers' schedules.
- Submitted application for two staff and two board managers to attend the Tribal State Relations training.
- The District is assessing IT services currently. Rymark is the current provider and is on a month-to-month contract. Metro Sales is the provider for the District's copier. An informational meeting was held with Metro Sales regarding its IT services. Metro Sales is an additional cost, but initial impressions are that the service is much higher.
- Health insurance renewal came through and includes a 13.72% increase. For the previous four renewals, rate increases have ranged from 1.52-7.72%. Including the current renewal, the

five-year renewal rate increase average is 7.42%. If the high increases continue, a pivot is worth considering. Large increases are a good reason to further consider the Scott County health insurance pool.

Liaison Updates

District Partner Reports

- *Scott SWCD*- None.
- *Spring Lake Township*- The Township entered into orderly annexation agreement with City of Prior Lake, which will include transferring Raymond Park back from City of Prior Lake. The Watershed District conducted a restoration project in the park and received a grant to support that project. The Township is interested in ensuring that the park is transferred back to the Township in conditions that meet the terms of the grant agreement. A comprehensive plan amendment meeting was held last week to discuss a change from Rural Residential to Rural Industrial Commercial in the Lydia area. The Township has hired a planner to guide through the rezoning process and other Township needs.
- *CAC*- None.
- *Scott County*- None.

Manager Liaison Reports

- *CAC*- None.
- *Scott SWCD*- None.
- *Lower Minnesota Watershed District*- Barge tour on Lower Minnesota provided opportunities to network with others involved with watershed management.
- *Sand Creek Township*- Appreciated updates.
- *Spring Lake Township*- Interest in combined effort in removing buckthorn in Raymond Park.
- *Scott WMO*- None.
- *Shakopee*- None.
- *SCALE*- Talked about cooperative health insurance. Discussed cannabis regulations and regional training facility. The SCALE legislative committee discussed potential legislative priorities including revising the open meeting law and public notification process. Investigating a joint hazardous waste facility between Scott and Dakota Counties.
- *Scott County*- Passed budget and levy.
- *Metro Watersheds*- None.
- *PLOC Cooperators*- Meeting to adopt budget that included PLOC pipelining.
- *Farmer-Led Council*- Meeting provided good landowner connections.

Respectfully Submitted,
Emily Dick
9/17/2024



PRIOR LAKE SPRING LAKE WATERSHED DISTRICT

REGULAR MEETING MINUTES

Tuesday, September 17, 2024

Prior Lake City Hall

6:00 PM

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

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

Others Present: Lisa Quinn, Spring Lake Township
Jody Brennan, Scott County Commissioner

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

Meeting was called to order by President Loney at 6:05 pm. Everyone present recited the Pledge of Allegiance.

- **2.0 PUBLIC COMMENT**

None.

- **PUBLIC HEARING – 2025 Proposed Budget and Levy Certification**

If anyone wishes to address the Board of Managers on the 2025 proposed budget and levy, 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.)

- Motion to open the Public Hearing by Manager Boyles, 2nd by Manager Tofanelli, Passed 5-0
- Administrator Giese presented the Budget Memo and explanation of Resolution 24-384
- No citizens responded
- Motion to close the Public Hearing by Manager Boyles, 2nd by Manager Burnett, Passed 5-0
- Motion to approve Resolution 24-384 (2025 Proposed Levy Certification) by Manager Boyles, 2nd by Manager Morkeberg, Passed 5-0

- **3.0 APPROVAL OF AGENDA**

- Agenda changes:
 - Remove 4.2
- Motion to approve amended agenda by Manager Burnett, 2nd by Manager Tofanelli, Passed 5-0.

- **4.0 OTHER OLD/NEW BUSINESS**

- **4.1 Programs & Projects Update**

- Jeff Anderson and Emily Dick provided reports and updates of the many activities the preceding month, and current projects.

- ~~**4.2 Minnesota Watersheds Resolution Delegate Selection**~~

- ~~Moved to October meeting~~

- **4.3 Ferric Chloride Site Improvements Request for Quotes**

- Emily Dick presented an update and current status of the project.
- A motion to authorize the issuance of a Request for Quotes related to the construction of the Ferric Chloride Site Improvements was made by Manager Boyles, 2nd by Manager Burnett, Passed 5-0.

- **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.

- ~~Removed: 6.1 Meeting Minutes – August 20, 2024, Board Workshop~~
- 6.2 Meeting Minutes – August 20, 2024, Board Meeting
- 6.3 Claims List and Bank Purchase Card Expenditures Summary
- 6.4 Revised Scope of Services: Desilt Pond Outlet & High-flow Bypass Improvement Feasibility Study
- 6.5 Lake Ridge Stormwater Study Request for Proposals
Motion to approve consent agenda (without 6.1) by Manager Tofanelli, 2nd by Manager Burnett, Passed 5-0.

- 6.1 Meeting Minutes – August 20, 2024, Board Workshop
 - Administrator Giese presented a change to the Workshop Meeting Minutes from Tuesday, August 20, 2024, before being approved.
 - On page 2, under the section “Minnesota Watershed Resolutions Process”, the Paragraph ends with “the board”.
 - Should be amended to say: “The board directed Administrator Giese to prepare draft resolutions on these topics, for review and discussion at the September Board Meeting.”
- Motion to approve the Aug 20, 2024, workshop minutes with the above change by Manager Boyles, 2nd by Manager Burnett, Passed 5.0.

- **7.0 UPCOMING MEETING/EVENT SCHEDULE:**
 - CAC Meeting, Thursday, September 26, 2024, 6:00 pm (Spring Lake Township – Town Hall)
 - Board of Managers Workshop, Tuesday, October 15, 2024, 4:00 pm (Prior Lake City Hall – Council Chambers)
 - Board of Managers Meeting, Tuesday, October 15, 2024, 6:00 pm (Prior Lake City Hall – Council Chambers)

- **8.0 ADJOURNMENT**
 - Motion to adjourn by Manager Boyles, 2nd by Manager Tofanelli, Passed 5-0.
 - Meeting adjourned at 6:45 pm.

Respectfully Submitted,
Ben Burnett, PLSLWD Secretary, 10/8/24



CAC Meeting Minutes

Thursday, July 25, 2024

CAC Meeting: 6:00-7:30 PM

Prior Lake Library: Prior Lake Large Meeting Room

CAC Members: 5 of 7 members present = 71% (≥50%)

- Loren Hanson
- Ron Hoffmeyer
- Curtis Witt
- Anna Alswager
- Richard Schirber
- Amy Butani
- Ryan Murr

Staff: Danielle Studer, Joni Giese

Board members: Matt Tofanelli

Other:

6:00 pm CAC Business - Call to order Curtis Witt

- Approval of agenda (vote)
 - Motion – Dick Schirber
 - Second – Anna Alswager
 - Motion carried
- Approval of May meeting minutes (vote)
 - Motion - Dick Schirber
 - Second - Anna Alswager
 - Motion carried
- Approval of June Joint Board & CAC minutes (vote)
 - Motion - Ron Hoffmeyer
 - Second – Anna Alswager
 - Motion carried
- Review of May and June Board Meetings (*Matt Tofanelli*)
 - June 18, 2024 meeting.
 - Discussion on role of District Lawyer
 - Discussed Buck Stream Stabilization project
 - Watershed Week; Hike, Bike and Paint & Sip
 - Previewed the website, which has since gone live!

- Discussion of Water Resource Management Plan amendments status. Edits primarily around grant competitive language.
- June 27 joint meeting
 - Enjoyed by all.
 - Very informative.
- July 16 meeting
 - Worked on 2025 budget
 - Discussion of status of PLOC Grants
 - 0-3 in attempts; waiting to hear about 1 opportunity left for 2025
 - Options for benefit plans for staff.
 - Approved Buck Stream stabilization contractor; moving forward. Start late summer/fall.
- Tour and Joint Meeting CAC feedback (Danielle)
 - Compliments of organization of tour. The presenters were informed and prepared.
 - Helps to visualize the projects that are discussed in the meetings.
 - What could be additional topics?
 - Prior Lake Outlet Structure and Channel
 - Staff found the prioritization exercise was useful.
 - Compliments on keeping the meeting focused and input was made to feel valuable.
 - Facilitation tactics were useful with the audience in attendance.
 - Compliments to Board on providing a welcoming environment to CAC members and ideas and thoughts were valued.
 - New steps in 2025. The structure was overall constructive.
- Review Draft Budget from July Board Meeting (Joni)
 - Most of the priorities match up with overall mission and goals of the Watershed District. General consensus of approval from CAC.
 - After feedback at the Budget meeting with managers some items were reduced.
 - Big capital projects need to be completed without spiking the levy. Bonding will be required to achieve the large projects without increasing the levy.
 - Combined big capital project line items into one capital reserve account that allows flexibility in utilization.
 - PLOC was originally \$825,000. Some scenarios of bonding possibilities were presented.
 - CAC brought up loss of newspaper and need for more outreach efforts as a result
- Upcoming events (Danielle)
 - Starry Trek (Sand Point Beach) 8/10; Fall Community Fest 9/16; Outdoor Education Days 9/23-27; Buckthorn Removal (October), Buckthorn Wreathmaking (October)
- District Newsletter Discussion
 - Articles that have been published in 2024 Scene Paper: Year in review, Watershed Week ad, Basic Hydrology of Scott County, Buck Stream restoration, Buckthorn Removal and Wreathmaking events notice.

- Lake Association: Aquatic Plant ID and Year in Review/volunteer and partner thank you.
- Statute requires an annual newsletter. District currently fulfills this through posting the Annual Report to the district website.
- Can we research how most people get their information about the community?
 - Suggestions of paid social media ad campaigns
- Mechanical Curly-leaf Pondweed Removal Discussion
 - Joni presented discussion of mechanical removal vs. chemical. The topic was researched in the past by Matt Tofanelli.
 - Matt explained that the removal of weeds by mechanical means can be measured for phosphorous removal by the pound. A study on a Minnesota pond showed that weed removal is similar to alum treatments in removal of phosphorous. The additional benefit is the phosphorus is removed permanently vs. locked up in the sediment.
 - Matt will share information that he has researched with Danielle to distribute to CAC to research further before next meeting.

7:10 pm Staff Project Updates

- Danielle updated 5 different projects.
- Watershed week
- Launched new Website last month. Provide feedback as members see fit.
- Wellness walk review. 10 attendees.
- Bike the watershed had 45 attendees. 20-25 at Arctic and Fish Lake stops.
- Natural Ink Workshop had 20 attendees.

7:30 pm Adjourn

- Motion - Dick Schirber
- Second – Ryan Murr
- Motion carried

Upcoming Meetings:

- | | |
|-------------------------------------|-----------------------------------|
| ● Board Meeting: August 20, 2024 | 6:00 pm (workshop 4:00 – 6:00 pm) |
| ● Board Meeting: September 17, 2024 | 6:00 pm (workshop 4:00 – 6:00 pm) |
| ● CAC Meeting: September 26, 2024 | 6:00 – 7:30 pm |

**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	Spring Lake Post-Alum Sediment Core Analysis	\$ 1,360.64
		General Engineering	\$ 364.00
		Upper Watershed Projects Support	\$ 416.00
		Upper Watershed Projects Support	\$ 104.00
		Buck Stream Stabilization	\$ 3,573.28
		FeCl Site Improvements	\$ 17,708.24
		Permitting	\$ 5,752.50
		PLOC Low Flow Gate Assessment Tasks 2 & 3	\$ 104.00
		Rule Revisions	\$ 208.00
Valley Surveying	X	Easement and legal description	\$ 1,800.00
OTT	X	Telemetry Data Plans	\$ 513.72
Hawkins Inc.	X	FeCl Delivery	\$ 4,888.50
Waterfront Restorations	X	September Watercraft Inspector	\$ 2,794.39
WSB	X	Carp Management - July 2024	\$ 5,833.75
RMB	X	Ferric Monitoring - August-September	\$ 2,502.00
RMB	X	Watershed Monitoring - August-September	\$ 1,793.00
Xcel Energy	X	Utilities	\$ 15.74
Prairie Restorations	X	Buckthorn treatment	\$ 1,075.00
Smith Partners		Buck Stream Stabilization	\$ 672.50
		FeCl Site Improvements	\$ 1,282.40
		Contract	\$ 215.20
		Permitting	\$ 403.50
CLA		Bill.com fees	\$ 64.25
HDR, Inc.	X	Website project management	\$ 1,524.08
Debora Busch		FeCl easement amendment	\$ 200.00
		Subtotal	\$ 55,168.69
2. Outlet Channel - JPA/MOA (excluding staff payroll)			
EOR		2024 PLOC XP-SWMM Updates	\$ 484.25
		2024 PLOC XP-SWMM Updates	\$ 484.25
Prairie Restorations	X	PLOC Vegetation Management	\$ 8,650.00
CLA		PLOC Accounting	\$ 250.00
		Subtotal	\$ 9,868.50
3. Payroll, Office and Overhead			
ADP Staff Payroll			\$ 21,592.03
ADP Taxes & Benefits			\$ 18,135.06
NCPERS	X	October Premiums	\$ 96.00
Reliance Standard	X	October LTD and STD Premiums	\$ 939.71
HealthPartners	X	October Health Insurance Premiums	\$ 7,266.49
City of Prior Lake	X	Rent (November 2024)	\$ 2,458.64
League of Minnesota Cities	X	4-Month Membership Dues	\$ 786.00
CLA	X	Monthly Accounting September	\$ 1,710.00
		Technology and Client Support Fee	\$ 116.35
		Monthly Payroll Processing Fees	\$ 367.00
Smith Partners	X	General Legal Services	\$ 1,156.70
Rymark	X	October Billing (7 workstations)	\$ 912.45
MetroSales	X	Contract base rate October-November	\$ 155.00
	X	Copy usage (B&W/Color)	\$ 533.26
		Copy usage (Updated WRMP)	\$ 166.81
StarTribune	X	Public Notices - September 3 & 10	\$ 113.76
US Bank		August 26-September 25 Billing	1399.71
		Subtotal	\$ 59,113.66
TOTAL CLAIMS OCTOBER 2024			\$ 124,150.85

Prior Lake-Spring Lake Watershed District
US Bank Transactions through 9/25/2024

Trans Date	Merchant Name	Amount	Receipt Link	Staff Approval	Class	Customer	Expense	Description
8/26/2024	Ironclad Storage	\$ 260.00	x	Jeff Anderson	611 Operations & Maintenance	Fish Mgmt - Equipment, Storage &	876 Field Equipment & Maintenance	Equipment storage
8/26/2024	Target	\$ 17.70	x	Emily Dick	405 General Fund		706 Office Supplies	Coffee and cleaning supplies- needed
8/27/2024	Jimmy Johns	\$ 175.85	x	Emily Dick	611 Operations & Maintenance	Farmer-led Council	902 Meals and Lodging	FLC lunch
8/27/2024	KwikTrip	\$ 70.83	x	Jeff Anderson	637 Monitoring & Research	Equipment Storage & Maintenance	801 Gas, Mileage	Gas
8/27/2024	Amazon	\$ 19.22	x	Zach Nagel	637 Monitoring & Research	Equipment Storage & Maintenance	876 Field Equipment & Maintenance	Conductivity Solution 500ml
8/27/2024	Amazon	\$ 39.00	x	Zach Nagel	637 Monitoring & Research	Equipment Storage & Maintenance	876 Field Equipment & Maintenance	Calibration solution
8/27/2024	Amazon	\$ 43.73	x	Patty Dronen	405 General Fund		706 Office Supplies	Office coffee
8/27/2024	Amazon	\$ 23.20	x	Zach Nagel	637 Monitoring & Research	Stream Monitoring	876 Field Equipment & Maintenance	Batteries
9/4/2024	Verizon	\$ 30.08	x	Jeff Anderson	648 Regulation	Easement Inspections & violations	876 Field Equipment & Maintenance	Cell data
9/4/2024	Group Greeting	\$ 5.41	x	Patty Dronen	405 General Fund		706 Office Supplies	Sympathy Card
9/9/2024	Microsoft	\$ 4.99	x	Patty Dronen	626 Planning	Planning and Program Development	903 Dues/Fees/Subscriptions	Software
9/13/2024	Amazon	\$ 50.89	x	Patty Dronen	626 Planning	District Plan Update	806 Program Costs-Miscellaneous	Index Dividers
9/17/2024	Holiday	\$ 68.85	x	Zach Nagel	637 Monitoring & Research	Equipment Storage & Maintenance	801 Gas, Mileage	Gas
9/17/2024	Rapala	\$ 105.00	x	Emily Dick	626 Planning	Planning and Program Development	876 Field Equipment & Maintenance	Jacket- staff field/logo gear
9/17/2024	Jimmy Johns	\$ 88.67	x	Patty Dronen	626 Planning	Planning and Program Development	902 Meals and Lodging	Board Manager meal
9/18/2024	Minuteman Press	\$ 52.68	x	Patty Dronen	626 Planning	District Plan Update	806 Program Costs-Miscellaneous	WRMP binding
9/19/2024	USPS	\$ 33.05	x	Emily Dick	550 Capital Projects	Buck Stream Stabilization	901 Mailings	Buck Stream Mailing for Easement Consent and Nondisturbance
9/23/2024	Canva-PayPal	\$ 14.99	x	Patty Dronen	626 Planning	Planning and Program Development	903 Dues, Fees, Subscriptions	Software
9/23/2024	Adobe	\$ 111.57	x	Patty Dronen	626 Planning	Planning and Program Development	903 Dues/Fees/Subscriptions	Software
9/23/2024	Menards	\$ 3.48	x	Patty Dronen	626 Planning	Planning and Program Development	902 Meals and Lodging	water
9/23/2024	Menards	\$ 179.98	x	Patty Dronen	611 Operations & Maintenance	Fish Mgmt - Equipment, Storage & Mainter	876 Field Equipment & Maintenance	Shelving units
	TOTAL	\$ 1,399.17						



Subject | Quarterly Report of Investment Activities

Board Meeting Date | October 15, 2024

Item No: 6.5

Prepared By | Joni Giese, District Administrator

Attachments | None.

Proposed Action | No action requested.

Background

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

Discussion

As of September 30, 2024, \$1,701,879 (47.3%) of PLSLWD funds are maintained in two money market accounts earning interest at 5.063% and 5.077%. The Administrator will continue to monitor funds in the lower yield account, which is used to cover District expenses, and transfer funds from the higher yield account as needed. \$1,899,200 (52.7%) of District funds are invested in eight certificates of deposit earning interest ranging from 5.051% - 5.478%. The time and dollar weighted average portfolio yield on fixed rate investments is 5.150%.

The CD's are structured to mature using a laddered approach with a quarter of the funds maturing approximately every three months. Using a laddered approach reduces interest rate market risk and provides availability of funds for current obligations. The next scheduled maturity and reinvestment period is mid-October. The weighted average portfolio maturity of fixed rate investments is 138.62 days. This indicates that the higher yield investments will mature sooner than the lower yield investments.

Interest rates are starting to decline due to the Federal Reserve cutting interest rates by 50 basis points in September. It is possible that additional rate cuts will be made by the Federal Reserve in the next year. Estimated interest income for 2025 has been adjusted to better reflect reduced interest rates.

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

Per the September 30, 2024, Treasurers Report, \$1,878,969 (52.2%) of the District's funds are classified as either restricted or committed funds.



Subject	Lake Ridge Stormwater Study Consultant Award Memo	
Board Meeting Date	October 15, 2024	Item No: 6.6
Prepared By	Danielle Studer, Water Resources Specialist	
Attachments	Lake Ridge Estates Pond Retrofit RFP	
Proposed Action	Motion to authorize the District administrator to contract with Stantec Consulting Services Inc. for completion of the Lake Ridge Estates Stormwater Retrofit Feasibility Study, in an amount not to exceed \$47,986.50. Furthermore, the Board authorizes the District administrator to enter into change orders not to exceed 10% of the grant agreement.	

Background

In 2023, the Prior Lake-Spring Lake Watershed District (PLSLWD) contracted EOR to complete an update to the Fish Lake Management Plan. As a result of the plan, several external and internal load reduction projects were identified to meet lake water quality goals. One such recommendation was the Lake Ridge Estates Stormwater Retrofit Feasibility Study (“Lake Ridge Study”). The Lake Ridge Study is a feasibility study assessing the performance of four (4) stormwater ponds in the Lake Ridge Estates neighborhood northeast of Fish Lake. The study will also explore the feasibility of pond maintenance and retrofit options to reduce watershed phosphorus loading to Fish Lake.

In the summer of 2024, the Prior Lake-Spring Lake planning area convening members identified Fish Lake external load management projects as a priority for Watershed Based Implementation Funds (WBIF) and allocated \$30,000 towards this work. Depending on alternate funding, this could be applied to any Fish Lake external load project, including the Lake Ridge Study. In addition, Spring Lake Township contributed \$7,500 to advance the Lake Ridge Study.

The PLSLWD Board of Managers approved a Request for Proposals to solicit engineering services to complete the Lake Ridge Study at the September Board meeting. This study will be led by a Consultant with support from PLSLWD Staff and the District Engineer and is anticipated to be completed by July 2025.

Discussion

A Request for Proposals for the study was distributed by PLSLWD to six consulting firms on September 18, 2024, with proposals due at 4:30 pm on October 2, 2024. PLSLWD received five proposals ranging from \$43,955 to \$58,190. The Fish Lake Management Plan estimated the study at roughly \$50,000, and the 2024 PLSLWD budget includes \$100,000 for Fish Lake Management Plan implementation, including the Lake Ridge Study.

Proposals were evaluated based on firm and staff experience with similar projects, understanding and skills to navigate the social/political issues that can surround projects of this nature, proven successful management of projects of this nature, proven history in successfully completing similar projects on time and within budget, proposed approach to completing the project, and proposed consultant cost.

Upon review of the 5 submissions, PLSLWD staff recommend the selection of Stantec Consulting Services Inc. (Stantec). Stantec's proposal reflects an understanding of the study, a proven history of agency and team member work on similar projects through relevant examples, a detailed and thought-out approach to completing the study, consideration of public input, and the second most affordable cost of the five proposals.

Recommendation

Staff recommend that the board authorize the District administrator to contract with Stantec Consulting Services Inc. for completion of the Lake Ridge Estates Stormwater Retrofit Feasibility Study, in an amount not to exceed \$47,986.50

Budget Impact

The cost associated with the proposed activity is covered under the 2024 budget item 626 - Fish Lake Management Plan Update.

REQUEST FOR PROPOSALS
FOR PROFESSIONAL ENGINEERING SERVICES
Prior Lake-Spring Lake Watershed District
Lake Ridge Estates Stormwater Retrofit Feasibility Study

SECTION 1: GENERAL INFORMATION

Acceptance of Proposal Contents

The contents of this RFP will be included as part of the contractual obligations if a contract ensues. All information in the proposal is subject to disclosure under the provisions of Minnesota Statutes Chapter 13 – Minnesota Government Data Practices Act.

PROJECT OVERVIEW

Purpose

The Prior Lake-Spring Lake Watershed District (PLSLWD) is leading a feasibility study, in partnership with Spring Lake Township (Twsp), to assess the performance of four (4) stormwater ponds in the Lake Ridge Estates neighborhood northeast of Fish Lake and to explore pond maintenance and retrofit options to reduce watershed phosphorus loading to Fish Lake. The impetus of this feasibility study is the Fish Lake Management Plan (EOR, 2023), which can be reviewed at

https://www.plslwd.org/application/files/7817/1414/8898/FishLakeMP_12212023.pdf.

Organizational Background

The PLSLWD was formed on March 4, 1970, at the request of local residents through a citizen's petition, primarily for the purposes of managing the water levels of Spring and Prior Lake. The PLSLWD encompasses 42 square miles in Scott County, MN. Water in the PLSLWD flows mainly from the southwest to the northeast through Spring, Upper Prior and Lower Prior Lakes, and then north through the Prior Lake Outlet Channel to the Minnesota River near Valley Fair.

The mission of the PLSLWD is to manage and preserve the water resources of the District to the best of our ability using input from our communities, sound engineering practices, and our ability to efficiently fund beneficial projects which transcend political jurisdictions.

Background

Fish Lake was added to the MPCA impaired waters list in 2002 for aquatic recreation due to excessive nutrients. Past attempts to determine the phosphorus loading dynamics in Fish Lake have varied considerably, from suggesting watershed loading is the primary source of phosphorus to the lake to pointing towards internal phosphorus loading as the primary driver. The 2023 Fish Lake Management Plan concluded that watershed loading, while seemingly improving, is still contributing a large portion of the phosphorus load to Fish Lake, and that this along with the large input from internal loading is causing the impaired status of the lake. This feasibility study is one of several implementation projects focused on reducing loading (see Figure 1 for context and Figure 2 for the location of the ponds to be assessed).

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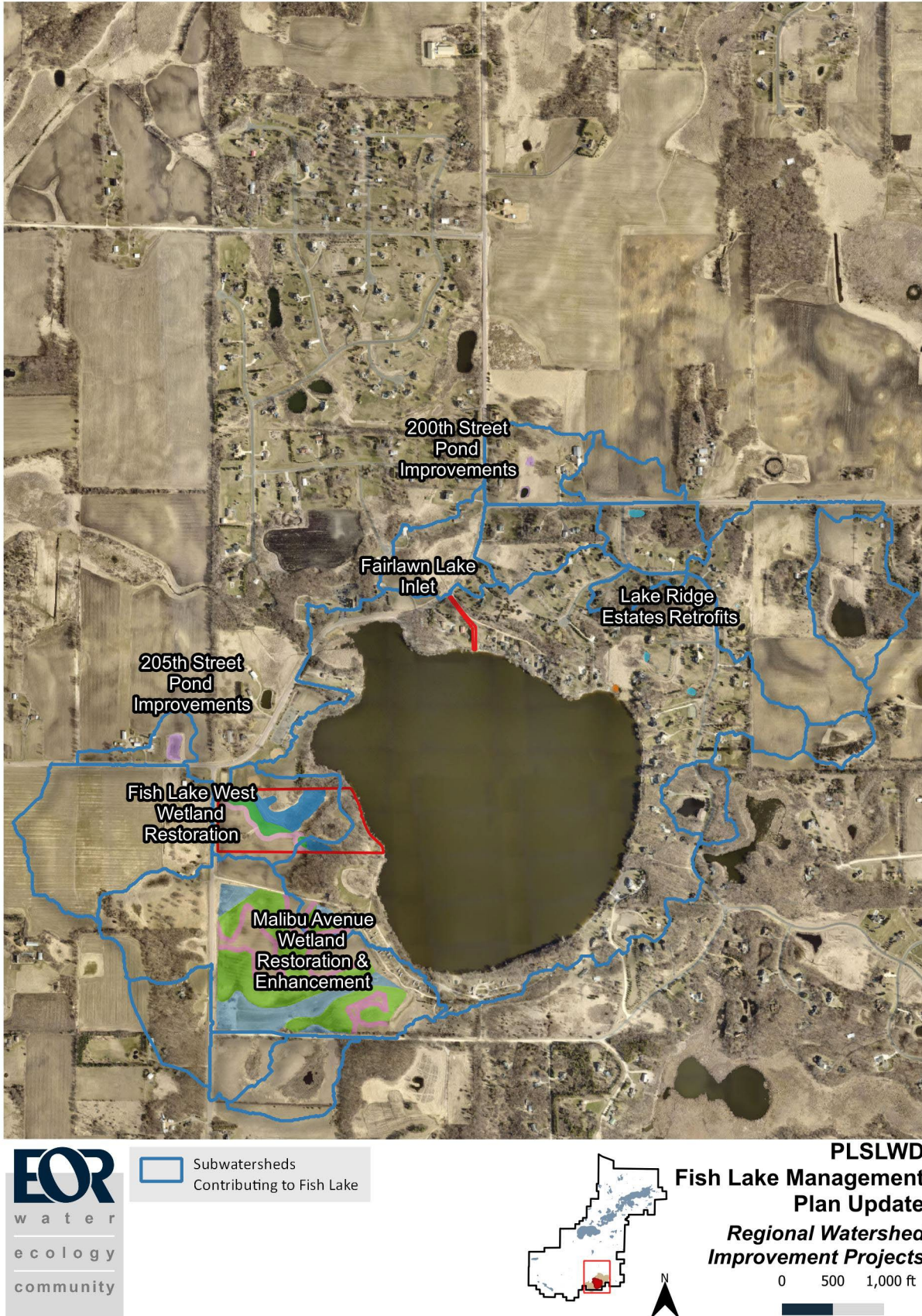


Figure 1. Fish Lake Watershed Improvement Projects



Figure 2. Lake Ridge Estates Stormwater Pond Locations

SECTION 2: OVERALL SCOPE OF SERVICES

The Consultant will conduct a feasibility study for maintenance and retrofit of the four (4) existing/planned stormwater ponds in Lake Ridge Estates, for the purpose of maximizing phosphorus removal. The feasibility study will consider the original design of the ponds and develop at least 3 maintenance/retrofit alternatives per basin. Innovative ideas are encouraged, utilizing the latest research to maximize capture of phosphorus. This study will be led by the Consultant with support from PLSLWD Staff and the District Engineer. PLSLWD staff will coordinate partner engagement.

The following section contains example work tasks for the feasibility study. Responses to this RFP are not constrained by this example. Alternate scopes of work will be considered if the approach and work plan is capable of achieving the goals stated in the purpose of this RFP. The following are general work tasks that shall be included in the Consultant's bid.

1. Stormwater Retrofit Assessment

a. Background Data Review

This task includes Consultant familiarization with the study area, data available from the Fish Lake Management Plan, the original development construction plans (if available), and extents of drainage and utility easements. Consultant shall conduct an initial kickoff meeting with PLSLWD staff to review available data, identify data gaps, and review overall project schedule and milestones.

b. Field Reconnaissance & Survey

Field reconnaissance including survey of easement topography, basin bathymetry, and basin outlet structures shall be completed as needed to assess the performance of the existing ponds and to inform the feasibility of potential basin retrofits. In addition, the Consultant shall collect and analyze sediment samples for toxicological analysis (following *Managing Stormwater Sediment Best Management Practices Guidance, MPCA, 2017*, as amended and/or any other MPCA Municipal Stormwater Program guidance) to inform sediment disposal requirements and costs.

c. Existing Conditions Performance

This task includes developing hydrologic/hydraulic models and water quality models for each basin to determine watershed pollutant loading and assess existing conditions phosphorus load reduction performance.

d. Retrofit Cost-Benefit & Prioritization

This task includes development of at least 3 alternatives for maintenance and retrofit of each of the four ponds. Alternatives shall include preliminary engineer's opinion of probable costs and estimates of phosphorus load reduction. Prioritization and selection of a preferred retrofit option at each of the four ponds shall be completed in consultation with District staff and partners before advancing to concept design plans.

e. Concept Design for Preferred Alternative

This task includes development of concept plans (design schematics) for the

preferred alternative at each of the four ponds, preparation of refined engineer's opinion of probable costs and estimated phosphorus load reduction, and identification of assumptions and additional data needs for furthering of design.

f. Feasibility Study (Report)

This task includes preparation of a preliminary draft feasibility study for review and comment by District and Township staff, a 95% draft feasibility study, and the final feasibility study. Assume two rounds of revisions and transmittal of all project materials (survey data, GIS, models, analyses, and final report electronically to PLSLWD).

2. Meetings

For the duration of this project, the Consultant shall plan for routine coordination with PLSLWD staff and plan for attendance and presentation at District meetings (Board, Twsp., and Citizen Advisory Committee). The Consultant shall include a minimum of two District meetings in its work tasks and budget.

TARGET PROJECT SCHEDULE

This timeline is subject to change, based on feedback from the Consultant, with concurrence from the PLSLWD. However, the Project must be fully completed by July 1, 2025.

- September 25, 2024 – RFP question due.
- October 2, 2024 – Proposals due.
- October 15, 2024 – PLSLWD Board authorization to enter into an agreement with the consultant and proceed with work.
- November 1, 2024 – Contracting complete. Project Kickoff meeting.
- April 30, 2025 – All study deliverables complete.

SECTION 3: PROPOSALS

The proposal shall contain the type of information summarized below and shall be limited to 10 pages.

Proposal Format

The submittal should follow the Table of Contents listed below:

1. General Information
2. Project Understanding
3. Proposed Project Team and Experience
4. Work Tasks and Proposed Schedule
5. Any Additional Information as Needed
6. Total Consultant Cost

A brief description of each section is included below.

1. General Information
General information and a brief history of the Consultant's firm. Include similar information on key subconsultants, if any, proposed for the project.
2. Project Understanding
A summary of the Consultant's understanding of the work.
3. Proposed Project Team and Experience
 - Identify the key project team members and describe their specific roles on the project. Include key team members from subconsultant firms if any.
 - Include one-page resumes only for key members of the project team.
 - Describe relevant experience and provide information on at least three (3) reference projects completed in the last five (5) years. Provide contact information for references.
 - Include specific descriptions of proposed team members' roles on reference projects.
4. Work Tasks and Proposed Schedule
A proposed schedule from project initiation to final completion of construction. The schedule should include a list of key work tasks, key milestones and approximate dates, and deliverables. The target schedule listed in Section 2 should be understood as a guide for an ideal project completion. Consultant should submit a proposed schedule that is reflective of workload and ability to complete the work.
5. Additional Information
Include any other information believed to be pertinent but not specifically requested elsewhere in this RFP.
6. Total Consultant Cost

The consultant cost should be broken out as follows:

- a. Proposed costs for each work task for the project as listed in Section 2.
- b. Hourly rates for all consultant employees who are expected to work on this project. These rates shall be the agreed upon costs for any additional services requested by the District, above what is detailed in the scope of this RFP.
- c. Reimbursable costs including detail of service or item and applicable charge per unit.
- d. Not to Exceed cost for the project.

Proposals that do not include a 'Not to Exceed' cost will be disregarded with no further consideration.

SECTION 4: CONSULTANT SELECTION

Proposals will be reviewed and evaluated by a team of District staff ("Project Team") on the basis of the following criteria:

1. Consulting firm and key project staff experience with similar projects. In addition to

understanding technical issues and having sound technical/engineering expertise, the Consultant must also have an awareness and understanding of the social/political issues that can surround projects of this nature and must possess the personal and leadership skills necessary to navigate the project through the public process.

2. Proven successful management of projects of this nature is required.
3. Proven history in successfully completing similar projects on time and within budget. Successful experience of both the firm itself and the individual team members will be considered.
4. Proposed approach to completing the project.
5. Proposed consultant cost.

Following review of the Proposals, the Project Team may ask Consultants to make a presentation. Upon conclusion of the evaluation process, the Project Team will make a recommendation to the Board of Managers regarding the selection a Consultant to negotiate a contract with the District as follows:

1. If, for any reason, a firm is not able to commence the services in that firm's Proposal within 30 days of the award, the District reserves the right to contract with another qualified firm.
2. The District shall not be liable for any expenses incurred by the Consultant prior to the signing of a contract including, but not limited to, the proposal preparation, attendance at interviews, or final contract negotiations.
3. The Proposal must be signed in ink by an official authorized to bind the Consultant to its provisions that will be included as part of an eventual contract. The Proposal must include a statement as to the period during which the Proposal remains valid. This period must be at least 90 days from the date of the submittal.
4. The District reserves the right to reject any and all Proposals or to request additional information from any or all of the proposing firms.

SECTION 5: CONTRACT TERMS AND CONDITIONS

Upon selection of a Consultant, an Agreement shall be entered into by the District and the Consultant. It is expected that the Agreement will provide for compensation for actual work completed on a not to exceed basis, and the following conditions:

1. Deletions of specific itemized work tasks will be at the discretion of the District. Payment or reimbursement shall be made based on tasks that have been satisfactorily completed. Billing that exceeds the not to exceed amount will not be compensated unless a contract amendment has been approved in advance by the District.
2. The District shall retain ownership of all documents, plans, maps, reports, and data prepared under this proposal. In addition to being provided with hard copy and digital documents throughout the project, upon completion the consultant shall supply the District with files in their original format (Word documents, AutoCAD, GIS, HydroCAD, etc.).
3. If, for any reason, the Consultant is unable to fulfill the obligations under the contract in a timely and proper manner, the District shall reserve the right to terminate the contract by written notice. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory completed work tasks, as determined by the Project Team.

4. The Consultant shall not assign or transfer any interest in the contract without prior written consent of the District.
5. The Consultant shall maintain comprehensive general liability insurance in accordance with coverages listed in the attached Prior Lake-Spring Lake Watershed District Professional Services Agreement Template.
6. The Consultant shall defend, indemnify and hold harmless Prior Lake-Spring Lake Watershed District, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from the Consultant's (including its officials, agents, subconsultants or employees) performance of the duties required under the contract, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Consultant.
7. The Consultant contract shall be governed by the laws of the State of Minnesota.
8. Invoices submitted to the District shall include a detailed breakdown of staff members and hours charged, a description of the work completed, mileage, etc. chargeable for the invoice period.
9. If there is a conflict between this section and the terms of the final professional services agreement, the professional services agreement shall prevail.
10. The attached professional services agreement template shall serve as the basis for contract negotiations.

SECTION 6: CONCLUSION AND SUBMITTAL

Any requests for additional information that may be needed for the preparation of the proposal should be directed via email to Danielle Studer at dstuder@plslwd.org and Emily Dick at edick@plslwd.org by September 25, 2024. No responses will be provided for questions received after that time.

A list of all questions received, and the Project Team's responses will be provided to all persons or firms who were solicited for RFP submission.

Please provide an electronic (pdf) copy of the Proposal for the evaluation process. Proposals must be e-mailed to dstuder@plslwd.org and edick@plslwd.org.

Proposals will be accepted until October 2, 2024, 4:30 p.m.

Attachments:

- Professional Services Agreement Template



Subject	MPCA Grant Agreement	
Board Meeting Date	October 15, 2024	Item No: TBD
Prepared By	Emily Dick	
Attachments	Draft MPCA Grant Agreement	
Proposed Action	Motion to authorize the District administrator to enter into the MPCA grant agreement for the Prior Lake Outlet Pipelining project, in an amount not to exceed \$856,243.28, and with any further non-substantive changes on the advice of counsel. Furthermore, the Board authorizes the District administrator to enter into change orders in an aggregate amount not to exceed \$85,624.	

Background

The Prior Lake outlet pipe has been televised routinely to monitor pipe conditions. After the 2022 televising, a Cast In Place Pipe (CIPP) lining was recommended to maintain the structural integrity of the pipe so it may continue to operate and offer flood relief. Additionally, the smoother surface of the pipe lining will increase the flow rate through the pipe and allow for additional flood relief.

The Cooperators approved a contract with WSB to provide consulting services for pipelining design, soliciting and managing contractor bids, and management of construction in March 2023. Engineering work was completed to prepare construction documents to 95%, in preparation for construction upon funding support. In August 2024, the District was successfully awarded a grant from the MPCA for a maximum request of 90% of all eligible costs, up to \$856,243.28.

Discussion

The MPCA has provided the attached draft grant agreement for Board authorization. Upon full execution, work can proceed and is eligible for grant funding. The 2025 Prior Lake Outlet Channel Budget was approved by Cooperators on September 19, 2024 and included the costs for the Prior Lake Outlet Pipelining project. The District's share of the Prior Lake Outlet Pipelining project is 87% of costs, or \$91,350.

Recommendation

Motion to authorize the District administrator to enter into the MPCA grant agreement for the Prior Lake Outlet Pipelining project, in an amount not to exceed \$856,243.28, and with any further non-substantive changes on the advice of counsel. Furthermore, the Board authorizes the District administrator to enter into change orders in an aggregate amount not to exceed \$85,624.

Budget Impact

The cost associated with proposed activity will be covered under the District's, and accordingly, the Prior Lake Outlet Channel (PLOC) Cooperator's 2025 Budget. The District's costs are included in the District's 2025 budget item "PLOC Contribution."



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

Grant Agreement

State of Minnesota

Doc Type: Contract/Grant Reference

SWIFT Contract number: 257064

AI: 90825

Activity ID: PRO20240001

This grant agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194 ("MPCA" or "State"), and **Prior Lake-Spring Lake Watershed District**, 4646 Dakota Street Southeast, Prior Lake, MN 55372 (Grantee").

Recitals

1. Under Minn. Stat. § 116.03, subd. 2, the State is empowered to enter into this grant.
2. The State is in need of the **Prior Lake Outlet Pipelining project** (project).
3. Grantee will comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), subd. 4(a)(1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date: October 21, 2024**, Per [Minn. Stat. § 16B.98](#), subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration date: June 30, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's duties

The Grantee will contract, manage, and implement the construction of the Prior Lake Outlet Pipelining **project**. The Grantee will construct the Prior Lake Outlet Pipelining **project** capacity and features in a way that is consistent with documented agreed upon attributes.

3. Time

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

4. Consideration and payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as

follows:

- (a) Compensation.** The Grantee will be compensated for eligible costs related to the project listed in Clause 2 and as outlined in **Attachment A**, which is attached and incorporated into this agreement. Items that are determined ineligible will not be reimbursed. The total obligation includes \$37,617.32 for contingency costs. The Grantee must submit a request in writing to the MPCA for approval prior to using the contingency funds.
- (b) Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) Total obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$856,243.28 (Eight Hundred Fifty Six Thousand Two Hundred Forty Three Dollars and Twenty Eight Cents).**

4.2 **Payment**

- (a) Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for expenses incurred to-date may be submitted as frequently as monthly. First invoice is encouraged no later than 6 (six) months or midway through the project, whichever comes first. Emailed progress reports about the status of the project are required to be provided to the State's Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The State's Authorized Representative will not approve an invoice through the state system without this progress report. A final invoice for payment of remaining grant funds expended by the project is required to be submitted at the completion of the project after a Grant Project Final Report, in a format provided to the Grantee by the MPCA, has been submitted to the State's Authorized Representative and approved. Payment of the final 10% (ten percent) of grant funds will be held back until the project is completed satisfactorily and all deliverables have been submitted and approved.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Grantee
- Grantee project manager
- Project grant amount
- Grant funds expended this invoice
- Matching funds expended this invoice
- Grant funds expended to date
- Matching funds expended to date
- Invoice number
- Invoice date
- MPCA project manager;
- SWIFT Contract No.
- Invoicing period (actual working period)
- Consultant costs; invoices may be requested
- Time breakdown of invoice. Amount billed to date for work, including itemization of actual hourly rates
- Itemized per diem expenses; receipts may be requested to be submitted with invoice

- Copies of paid in full invoices
- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

- (b)** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 **Contracting and bidding requirements**

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a)** For projects that include construction work and have a total project cost of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§ 177.41](#) through [177.44](#); consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- (b)** The grantee must not contract with vendors who are suspended or debarred in Minnesota (found on the Minnesota Department of Administration website at <https://mn.gov/admin/osp/government/suspended-debarred/>).

4.4 **Prevailing Wage**

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Rates are listed in **Attachment B**.

In compliance with Minn. Stat. § 177.43, subd. 3 and §177.44, subd. 5, the wages of laborers, workers, and the mechanics on projects financed in whole or part by State Funds should be comparable to wages paid for similar work in the community as a whole. Project includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds.

Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages is construction and requires prevailing wages. See <http://www.doli.state.mn.us/LS/PrevWage.asp> for a list of affected trades.

The Contractor shall pay prevailing wages to its employees when conducting construction activities under this agreement.

Applicability. In accordance with Minn. Stat. § 177.43, subd. 7. This does not apply to an agreement or work under an agreement, under which:

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

Choose from Commercial, Highway/Heavy, or Residential Wage Rates:

The prevailing wage rate requirements are attached as **Attachment A**.

Prevailing Wage Payroll Information:

In accordance with Minn. Stat. § 177.30, subd. 4, and § 177.43, subd. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner:

- All payrolls, of all workers on the project, a certified payroll report via e-mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate e-mail addresses: prevailingwage.pca@state.mn.us and MPCA's Authorized Representative listed in Clause 6.
- The Subject line on the Contractor's or Subcontractor's e-mail must give their firm's name and the Contract or Purchase Order Number.
- These completed forms must be furnished not more than 14 days after the end of each pay period.
- The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at <http://www.mmd.admin.state.mn.us/mn02000.htm>. Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement.

The prevailing wage payroll information forms that are submitted shall be maintained by the contracting agency for a minimum of three years after final payment has been made on the project. All of the data provided on the Prevailing Wage Payroll Information Form will be public data, which is available to anyone upon request.

Refer vendor questions regarding the Prevailing Wage Laws to the Department of Labor and Industry at 651-284-5091 or visit the website for Labor Standards Section, Prevailing Wage <http://www.doli.state.mn.us/LS/PrevWage.asp>

All construction work needs an IC-134 form submitted by the Contractor before payment can be made. The Contractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at <http://www.taxes.state.mn.us/forms/ic134.pdf>.

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is **Aimee Duchene**, 714 Lake Avenue, Suite 220, Detroit Lakes, MN 56501, 218-846-8133, aimee.duchene@state.mn.us, or their successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement.

The Grantee's Authorized Representative is **Emily Dick**, 4646 Dakota Street Southeast, Prior Lake, MN 55372, 952-440-0068, edick@plslwd.org, or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Change Orders, Waiver, and Grant Agreement complete

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.

- 7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 **Change Orders.** If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract/Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.
- The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.
- 7.4 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.5 **Grant Agreement complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Indemnification

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

9. State audits

Under [Minn. Stat. § 16B.98](#), subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government data practices and intellectual property

10.1 **Government data practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual property rights

(a) **Intellectual property rights.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement.

Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) Obligations.

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

11. Workers' compensation

The Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

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

13. Governing law, jurisdiction, and venue

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

14. Termination**14.1 (a) Without Cause**

The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) With Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.2 Termination by the Commissioner of Administration

The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

(a) Funding is withdrawn by the Minnesota Legislature;

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15. Data disclosure

Under [Minn. Stat. § 270C.65](#), subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws

which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

To protect Grantee’s personal data, Grantee is strongly encouraged to obtain and use a Minnesota tax identification number.

16. Reporting requirements

Construction. The Grantee shall notify the MPCA when project construction begins and ends. The project needs to be available to MPCA staff during and after construction.

Progress Report. The Grantee shall provide a progress report (in a format provided by the MPCA) on a six-month schedule and whenever an invoice is submitted, or upon request. This progress report will include metrics as appropriate for the project.

Final Report. By the date specified in the grant agreement and in a format provided by the MPCA, the Grantee shall submit a final report to the MPCA, including as-builts, relevant metrics and all project deliverables identified in the application. MPCA will need to certify that the project has been constructed as described in the application.

If the MPCA determines that the information submitted in the Final Report and/or Project Deliverables is inadequate, the Grantee shall prepare and submit additional / corrected information reasonably requested by the MPCA. The Final Report and Project Deliverables shall not be approved by the MPCA and final payment shall not be disbursed unless the Report and Deliverables contains the specified information to the satisfaction of the MPCA.

17. Payment to subcontractors (if applicable)

As required by Minn. Stat. § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

Signatures

Title	Name	Signature	Date
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DRAFT