

# Regular Meeting Agenda



Date: Wednesday, July 17, 2024  
Time: 08:30 AM  
Location: Wells Fargo Building, Second Floor Meeting Room  
211 Holmes St. West, Detroit Lakes MN

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Action Items in bold face

## **08:30 AM – Verification of Quorum & Call to Order**

- 1. Consider Agenda Additions & Approve Agenda**
- 2. Approve Consent Agenda**
  - 2.1. June 20, 2024 Board Meeting Minutes
  - 2.2. Administrator’s Report (including the Ditch Inspector’s Report)
  - 2.3. Rules/Permitting Report
  - 2.4. January-June 2024 Revenue & Expense Report; Grants Received/Expended
- 3. Public Comment – *May address the Board for up to 3 minutes per speaker.***
- 4. Treasurer Report**
  - 4.1. Approve July 2024 Bills and 2<sup>nd</sup> Quarter 2024 Manager expenses
  - 4.2. Approve July 2024 Fund Transfer
- 5. Grant Program Funding Requests**
  - 5.1. Best Management Practices (BMP) Applications
  - 5.2. Education Mini-Grants
- 6. Unfinished Business – none.**
- 7. New Business (09:00 AM)**
  - 7.1. Certificate of Deposit Maturity – July 20, 2024**
  - 7.2. Buck’s Mill Dam Restoration Project**
    - 7.2.1. Direct the Engineer to Prepare the Project Plan and Deliver to BWSR and the DNR (Minn. Stat. Sec. 103D.605)**
  - 7.3. Campbell Creek Stream Stabilization Project**
    - 7.3.1. Direct the Engineer to Prepare the Project Plan and Deliver to BWSR and the DNR (Minn. Stat. Sec. 103D.605)**
- 8. Discussion Items (09:45 AM)**
  - 8.1. Intern Presentation – Jon Fogarty & Sheldon McCoy
- 9. Reports (10:15 AM)**
  - 9.1. Attorney – Lukas Croaker
  - 9.2. Engineer – Moore Engineering
- 10. Upcoming meetings and events**
  - 10.1. August 21, 2024; 08:30AM – Board Meeting

## **11:00 AM Adjournment**

# Regular Meeting Minutes



Date:	Thursday, June 20, 2024
Location:	Wells Fargo Building, Second Floor Meeting Room 211 Holmes St. West, Detroit Lakes MN
Managers Present:	Rick Michaelson, Dennis Kral, Orrin Okeson, Chris Jasken, Charles Jasken, Laurie Olson, Phil Hansen
Managers Absent:	none
Staff:	Administrator Guetter, Kemper, Bach
Consultants	Lukas Croaker (Ohnstad Twichell), Garrett Monson (Moore Engineering
Others:	John Okeson (Becker County Commissioner), Glen Krogen via IT (HDR), Jim Bond (Mellisa Sallie Lake Improvement Association), Birch Burdick (Mellisa Sallie Lake Improvement Association), Nick Kludt (MN DNR Fisheries), Jeff Moritz (Cormorant Lakes Watershed District)

Action Items in bold face

## **Call to Order – The Regular Managers’ meeting was called to order by President Michaelson at 08:30 AM.**

1. Consider Agenda Additions & Approve Agenda.

**Manager Oath of Office** was removed from the agenda. No action required. Okeson and Charles Jasken signed the Manager Oath of Office in the presence of a Notary on Tuesday, June 18, 2024. The Oaths of Office have been filed with the MN Board of Soil and Water Resources.

**Motion to approve the June 20, 2024 Meeting Agenda (Hansen, Charles Jasken), carried unanimously.**

2. Approve Consent Agenda

**Motion to approve the Consent Agenda including the May 15, 2024 Board Meeting Minutes, the June 2024 Administrator’s Report, the June 2024 Rules/Permitting Report and January – May 2024 Revenue and Expenses Report with further information of the Rules/Permitting Report and R & E Report. (Kral, Chris Jasken), carried unanimously.**

2.1. Rules/Permitting Report – Kemper and Engineer Monson reviewed the projects.

2.2. January-May 2024 Revenue & Expense Report – Treasurer Hansen reviewed the new report format.

3. Public Comment

3.1. John Okeson – Becker County Commissioner – The Shoreland Management Permitting Agreement between Becker County, PRWD and CLWD will be approved by the County after Cormorant WD approves the agreement. The next Becker County Commissioner Meeting is on July 2, 2024. Attorney Croaker will reach out to CLWD to find out the status of the agreement approval. Regarding the PRWD Rules/Permitting Report, Commissioner Okeson noted the County Planning Commission tabled the Jorgenson variance

3.2. Jim Bond - Mellisa Sallie Lake Improvement Association. Mr. Bond reported President Rick Michaelson gave a brief update and handed out information sheets at the Association’s annual meeting. He commended PRWD, Becker County, and Lakeview Township for

# Regular Meeting Minutes – June 20, 2024

working together on the Soo Pass Development Project and stated it is a good example of collaboration between government agencies.

## 4. Treasurer Report

### 4.1. Approve June 2024 Bills

**Motion to approve June 2024 Claims (Checks 015208, 015227-015235, 015245-015249, EFT2436-EFT2458 in the amount of \$233,420.68). (Hansen, Chris Jasken) – Carried unanimously (attached hereto).**

### 4.2. Approve June 2024 Fund Transfer

**Motion to approve the June 2024 Fund Transfer from Savings to Checking in the amount of \$178,000. (Hansen, Kral), carried unanimously.**

## 5. Grant Program Funding Requests

### 5.1. District BMP Cost Share Program

5.1.1. Margaret Johnson, Long Lake - \$1,000.00. Request for shoreline stabilization with shrub plantings on Long Lake. **Motion to approve the cost share application for the Margaret Johnson property for up to \$1,000.00, (Hansen, Olson). Carried unanimously.**

5.1.2. – Darrin Halvorson - \$1,000.00. Request for shoreline stabilization with shrub planting and removal of invasive Buckthorn on Detroit Lake. **Motion to approve the cost share application for the Darrin Halvorson property for up to \$1,000.00, (Hansen, Kral). Carried unanimously.**

5.2. District Education Mini-Grants – no applications received.

## 6. Unfinished Business

**OHWL Marking on Gages.** Manager Hansen requested an update on marking lake OHWL on stream gages. MN DNR was contacted about marking the gages with lake OHWL. This could be problematic due to different datum (NAVD 29 or 88) and some gages are not placed on permanent structures and need to be surveyed and straightened every year. Staff will continue to explore our options and check with other districts.

**Lake Detroiters Meeting.** Kemper made a presentation and provided handouts at their annual meeting. Water levels were a topic of interest.

## 7. New Business

### 7.1. Approve Pelican River Watershed District Annual Report

**Motion to approve the Pelican River Watershed District 2023 Annual Report. (Chris Jasken, Kral), carried unanimously.** The report will be filed with the MN DNR and BWSR state agencies.

7.2. Campbell Creek Stream Stabilization Project - Stantec Scope of Work and Professional Services Agreement and Campbell Creek Stream Stabilization Project - Draft Right of Entry Agreement.

**Motion to approve Campbell Creek Stream Stabilization Project - Stantec Scope of Work and Professional Services Agreement and to direct Attorney to draft a Campbell Creek Stream Stabilization Project - Right of Entry Agreement (Chris Jasken, Okeson). Carried unanimously.**

# Regular Meeting Minutes – June 20, 2024

## 8. Discussion Items

Nick Kludt (MN DNR) – Buck’s Mill Dam Rock Arch Rapids Update – Slides attached hereto [10:00]

PRWD will act as the fiscal agent and outreach coordinator for this project. MN DNR and Consultant Engineer will coordinate project management. Dr. Kludt stressed this project is a modification to the existing concrete structure with the installation of the rock arch rapids. There will be no removal of the existing concrete dam. MN Statutes requires the project design to maintain existing hydraulic performance (water levels, flow CFS). He noted the project will not restore the original Pelican River channel as previously hoped, as they were unable to purchase the west side of the channel from a private landowner. The project will be constructed within the current river channel. It is anticipated that project construction will start the Fall of 2025 using federal and state grant funds. Many similar projects have been completed throughout this region (Fish Lake, Lizzie, Prairie, Rush, Big and Little Pine). Dr. Kludt noted it will be important to inform the public on the project and to establish an Advisory Committee to assist with public information and outreach. The area lake associations will play a key role with outreach effort. The MN DNR rearing pond will also be updated during this timeframe but is not part of this project or funding package.

Commissioner Okeson and Dr. Kludt left the meeting.

## Reports [10:57 AM]

- 8.1. Attorney – Lukas Croaker – MN DNR access easement is adequate for the Little Floyd Lake dam project. For the Campbell Creek project, he reviewed the Stantec Scope of Work and Professional Services Agreements and will draft access agreements.
- 8.2. Engineer – Moore Engineering – Engineer Monson gave a brief update on the large site permit reviews. He also noted the Moore invoices were for professional services rendered from March-May.

## 9. Manager Workshop #4 - Rules Revision – Garrett Monson, Moore Engineering [11:01 AM]

Garrett Monson (Moore Engineering) presented Rules Revision Workshop #3 – Permitting Rule Review & Gap Analysis. Over the next couple of months, a draft of the updated rules will be completed using a volume-based MIDS approach for stormwater management and will provide additional clarification on the permitting process and submittal requirements.

Manager Kral left the meeting at 12:00 PM to attend a previously scheduled appointment.

## 10. Upcoming meetings and events

- 10.1. June 25-27, 2024 – Minnesota Watersheds Summer Tour, East Metro.
- 10.2. July 17, 2024; 08:30AM – Board Meeting

# Regular Meeting Minutes – June 20, 2024

11. **Adjournment – Motion to adjourn the regular meeting at 12:26 PM, (Michaelson, Okeson) – carried unanimously.**

Respectfully Submitted,

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Chris Jasken, Secretary

Meeting Approved



Pelican River

# CostShare APPLICATION

PELICAN RIVER  
watershed district

211 Holmes Street West, Suite 201  
Detroit Lakes, MN 56501  
(218) 846-0436  
www.prwd.org

## Landowner Information:

Name of Landowner(s): Margaret Johnson  
 Project Address: 1183 Long Beach Dr Detroit Lakes, MN Parcel #: 491681526  
 Mailing Address (if different from above) 2806 Union St No 5, San Francisco, CA 94123  
 Primary Phone: 415-806-9775 Secondary Phone: \_\_\_\_\_  
 Email: meg.johnson@attlook.com  
 Nearest Lake or Stream: Long Lake

## Project Type: RAINGARDEN, SHORELINE RESTORATION, NATIVE PLANTING RESTORATION, AND NATIVE BUFFERS

Project dates: June 2024 - August 2024  
 Estimated cost of Project: \$10k Estimated cost of plants and plant materials: \$1200  
 Give a 2-3 sentence summary of request: request cost share for new native landscaping to help mitigate/prevent shoreline erosion. 24-30 native plants, shrubs, grasses

## Proposal Information: USE ADDITIONAL SHEETS AS NECESSARY

- Describe your property and past management of the land: land has been neglected - shoreline included. 80-yard cul-de-sac property has been "upgraded" in a patchwork manner. Want to improve shoreline
- Describe the issue to be addressed: prevent erosion - removing failing landscape fabric
- Describe the project objectives and expected outcomes: shoreline restoration, beautification & prevent erosion.



# Pelican River CostShare APPLICATION



211 Holmes Street West, Suite 201  
Detroit Lakes, MN 56501  
(218) 846-0436  
www.prwd.org

## Project Details:

1. Attach a project work plan with timeline. *see permit*
2. Attach a project budget and detailed plant list if available. *see permit.*
3. Attach photos of the project site.
4. How will the project be maintained (attach signed maintenance agreement)?

*weekly maintenance as outlined: watering, weeding, replacement, if necessary*

## Public Outreach:

Would you allow a small sign to be placed near the project when complete?

*yes.*

## Permitting:

Does this project require PRWD, City of Detroit Lakes, or Becker County Permit?

*required.*

## AUTHORIZATION Please Initial:

- I understand that it is District policy to only provide cost share assistance for Minnesota native plants (trees, seeding, plant plugs, shrubs) and erosion control and planting materials such as coir logs, erosion matting and blankets, mulch, and anything else deemed appropriate by the PRWD.
- I understand that the District is not obligated to fund my project or portions of my project.
- I understand that the District Board of Managers must approve all reimbursement payments pertaining to my project, and that the District is allowed 45 days to process a payment.
- I understand that failure on my part to maintain the project for five years past the completion date may result in the District requiring all or a portion of my allotted cost share to be recovered, and it will be the District's discretion to determine the amount recovered.

*[Handwritten Signature]*

Signature:

*5/20/2024*

Date:



# Pelican River Maintenance P L A N

PELICAN RIVER  
watershed district

211 Holmes Street West, Suite 201  
Detroit Lakes, MN 56501  
(218) 846-0436  
www.prwd.org

Site Location: 1183 Long Beach Drive, Detroit Lakes MN.

Shoreline Buffers and Rain Gardens are designed to remove pollutants from stormwater runoff and reduce runoff volume through infiltration. Maintenance is required and is extremely important. Sediment and debris must be removed regularly to maintain correct function of your plants.

The property owner is responsible for completing inspections and conducting regular maintenance. At a minimum, rain gardens/shoreline buffers must be inspected in the spring and fall of each year, but a monthly inspection is recommended.

## First Year Requirements:

**WATERING** New plants require 1" of water per week, if there is a lack of rainfall, watering will be necessary. New plants should receive .05" of water twice per week, but if conditions are extremely hot and dry, add another .05"/week.

**WEEDING** Check for weeds at least once every 2 weeks. Removing weeds by hand is recommended.

**MULCH** Mulch your plants as necessary throughout the season to prevent soil erosion and weed growth and to hold moisture in the soil.

**DRAINAGE** Check for sediment build-up, debris buildup and mulch flotation. Clean area to restore proper filtration.

## 2 - 5 Year Requirements:

**CLEAN BUFFER / GARDEN**  
Remove any sediment, trash and debris.

**REMOVE DEAD VEGETATION**  
Remove any dead vegetation, trim live vegetation if needed and remove weeds.

**REPAIR** Inlet erosion / damage. Inspect bottom of the buffer / garden and remove sediment. Repair erosion if needed.

**LOOSEN, AERATE OR REPLACE**  
Soils to ensure water infiltrates must infiltrate within 48 hours.

**SWEEP** Paved surfaces draining to garden should be swept and kept free of sediment and debris.

**MULCH** Wood mulch replaced or added to keep 3" depth

**REPLACE DEAD PLANTS**  
Replace dead plants / vegetation and water as needed.

Current Owner: Margaret Johnson.

Agrees to comply with the above guidelines with inspections and maintenance for at least five (5) years. Records should include photos and a brief description of what needed to be done annually to maintain the Buffer/Garden such as plant or material replacement, adding mulch, etc.

Please submit photos and written report to the District office at prwdinfo@arvig.net by August 1st each year.

*Margaret Johnson*

Signature:

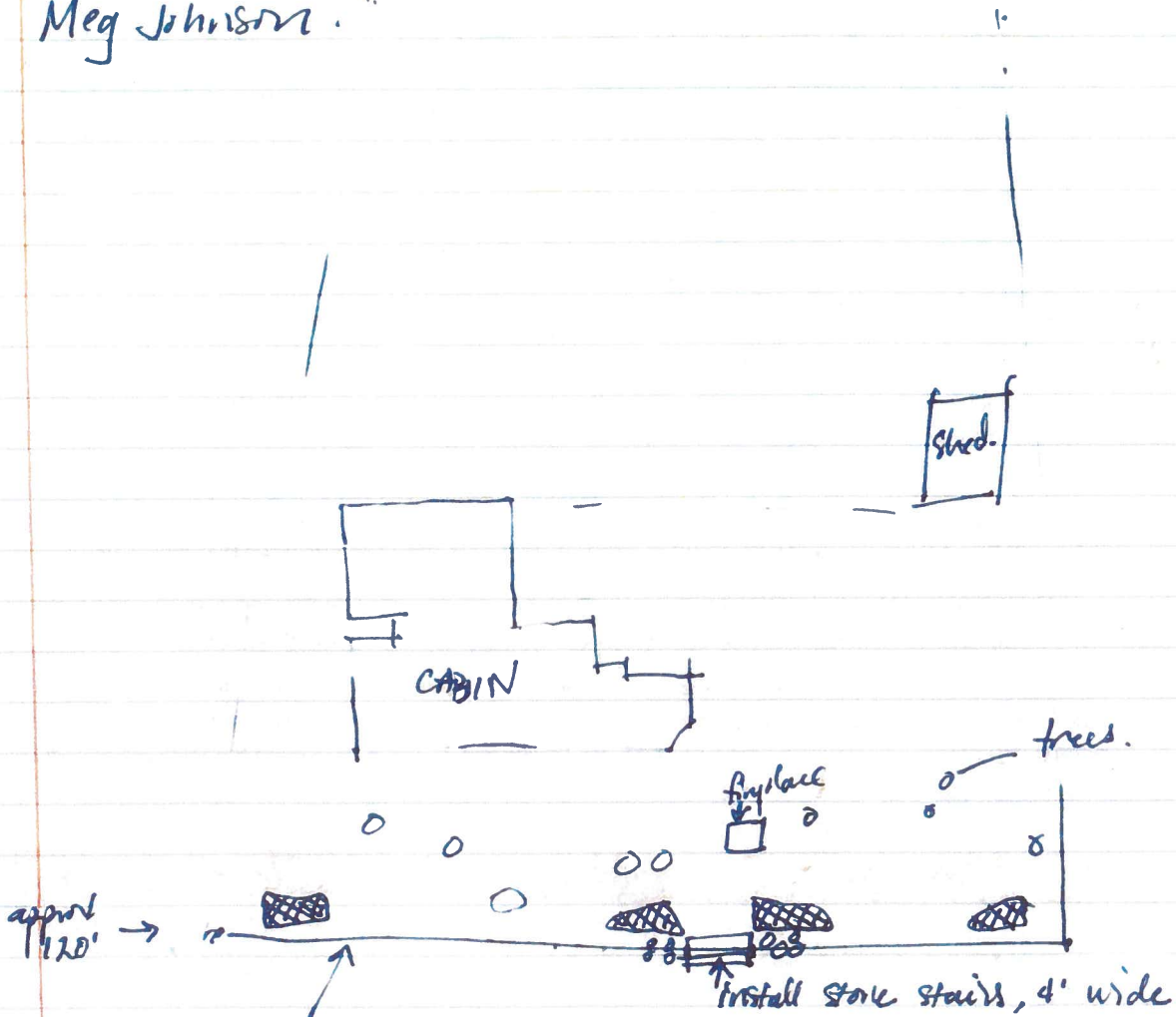
5/30/2024

Date:



Shoreline Update  
1183 Long Beach Drive  
Site Sketch for permit.

Meg Johnson.



1. Remove failing landscape fabric across beach
2. Reinstall stone riprap.
3. install stairs 4' wide for dock access as shown
4. Add native landscaping which may include  
-landscape: plants, grass, shrubs

9/16  
5-2-19  
Add



• Remove fabric from under riprap

• replace riprap at 3:1 slope

\* add vegetative planting  
in spots behind riprap

install/add 4' wide  
take access  
pathway



Pelican River

# CostShare APPLICATION

PELICAN RIVER  
watershed district

211 Holmes Street West, Suite 201  
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www.prwd.org

## Landowner Information:

Name of Landowner(s): Darin Halvorson  
 Project Address: 604 South Shore Dr DL Parcel #: 49.1698.301  
 Mailing Address (if different from above) 1732 East Shore Dr Detroit Lakes  
 Primary Phone: 218 2341681 Secondary Phone: \_\_\_\_\_  
 Email: Dohalvo@hotmail.com  
 Nearest Lake or Stream: Detroit Lakes

## Project Type: RAINGARDEN, SHORELINE RESTORATION, NATIVE PLANTING RESTORATION, AND NATIVE BUFFERS

Project dates: 5/20/24 - 6/15/24 dirt = \$300  
 Estimated cost of Project: \$2500 Estimated cost of plants and plant materials: \$395  
 Give a 2-3 sentence summary of request: Request will be for plants and vegetation, stabilizations of shoreline, labor  
phone call 6/11/24 - Planting list: 4 Dogwood @ \$40.00 each  
2 Sumac @ \$39.99 each see

## Proposal Information: USE ADDITIONAL SHEETS AS NECESSARY

- Describe your property and past management of the land: Lakeshore located on Big Detroit, past management of the land I'm unaware of for I did not own the land
- Describe the issue to be addressed: Erosion and Stabilization where trees and shrubs located
- Describe the project objectives and expected outcomes: To protect the shoreline from further erosion, and to save trees and shrubs



Pelican River

# CostShare APPLICATION



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Detroit Lakes, MN 56501  
(218) 846-0436  
www.prwd.org

## Project Details:

1. Attach a project work plan with timeline.
2. Attach a project budget and detailed plant list if available.
3. Attach photos of the project site.
4. How will the project be maintained (attach signed maintenance agreement)?

Project will occur between 5/20 thru 6/15/24. Plants and trees will be the ones PRWD suggested from their brochure. Photo's are already recorded with PRWD.

## Public Outreach:

Would you allow a small sign to be placed near the project when complete?

yes

## Permitting:

Does this project require PRWD, City of Detroit Lakes, or Becker County Permit?

yes

## AUTHORIZATION Please Initial:

I understand that it is District policy to only provide cost share assistance for Minnesota native plants (trees, seeding, plant plugs, shrubs) and erosion control and planting materials such as coir logs, erosion matting and blankets, mulch, and anything else deemed appropriate by the PRWD.

I understand that the District is not obligated to fund my project or portions of my project.

I understand that the District Board of Managers must approve all reimbursement payments pertaining to my project, and that the District is allowed 45 days to process a payment.

I understand that failure on my part to maintain the project for five years past the completion date may result in the District requiring all or a portion of my allotted cost share to be recovered, and it will be the District's discretion to determine the amount recovered.

Signature:

5/17/24

Date:



Pelican River  
**Maintenance**  
 P L A N

PELICAN RIVER  
 watershed district

211 Holmes Street West, Suite 201  
 Detroit Lakes, MN 56501  
 (218) 846-0436  
 www.prwd.org

Site Location: 604 South Shore Dr D.L.

Shoreline Buffers and Rain Gardens are designed to remove pollutants from stormwater runoff and reduce runoff volume through infiltration. Maintenance is required and is extremely important. Sediment and debris must be removed regularly to maintain correct function of your plants.

The property owner is responsible for completing inspections and conducting regular maintenance. At a minimum, rain gardens/shoreline buffers must be inspected in the spring and fall of each year, but a monthly inspection is recommended.

**First Year Requirements:**

**WATERING** New plants require 1" of water per week, if there is a lack of rainfall, watering will be necessary. New plants should receive .05" of water twice per week, but if conditions are extremely hot and dry, add another .05"/week.

**WEEDING** Check for weeds at least once every 2 weeks. Removing weeds by hand is recommended.

**MULCH** Mulch your plants as necessary throughout the season to prevent soil erosion and weed growth and to hold moisture in the soil.

**DRAINAGE** Check for sediment build-up, debris buildup and mulch flotation. Clean area to restore proper filtration.

**2 - 5 Year Requirements:**

**CLEAN BUFFER / GARDEN**  
 Remove any sediment, trash and debris.

**REMOVE DEAD VEGETATION**  
 Remove any dead vegetation, trim live vegetation if needed and remove weeds.

**REPAIR** Inlet erosion / damage. Inspect bottom of the buffer / garden and remove sediment. Repair erosion if needed.

**LOOSEN, AERATE OR REPLACE**  
 Soils to ensure water infiltrates must infiltrate within 48 hours.

**SWEEP** Paved surfaces draining to garden should be swept and kept free of sediment and debris.

**MULCH** Wood mulch replaced or added to keep 3" depth

**REPLACE DEAD PLANTS**  
 Replace dead plants / vegetation and water as needed.

Current Owner: Darin Halvorson

Agrees to comply with the above guidelines with inspections and maintenance for at least five (5) years. Records should include photos and a brief description of what needed to be done annually to maintain the Buffer/Garden such as plant or material replacement, adding mulch, etc.

Please submit photos and written report to the District office at prwdinfo@arvig.net by August 1st each year.

Signature:

5/17/24

Date:

Dg = riprap

Y = shrubs

Zn = vegetation  
with grass



⊕ Remove limb tree  
from chump tree

Approved  
5/17/24  
GUK



**Stantec Consulting Services Inc.**  
2080 Wooddale Drive Suite 100  
Woodbury MN 55125-2920

June 5, 2024

**Tera Guetter, District Administrator**  
211 Holmes St. West, Wells-Fargo Bldg.  
Suite 201  
Detroit Lakes, MN 56501

Dear Tera,

**Reference: Campbell Creek Stream Stabilization and Flood Storage Project**

We appreciate the opportunity to present this Scope of Services and budget for the Campbell Creek Stream Stabilization and Flood Storage project (Project). It is our understanding the Pelican River Watershed District (PRWD, "District") received a 319 Small Watershed Grant to develop and implement the Headwaters Pelican River Watershed NKE Supplement plan, which includes the Campbell Creek sub-watershed area and will support long-term comprehensive implementation to address Campbell Creek's phosphorus (TP) and sediment (TSS) pollution loading issues.

This letter includes a scope of work and budget to prepare plans and specifications and to assist with project bidding and construction administration for the Project.

The Project has two primary components, separated into an Upper Reach and Lower Reach. The Lower Reach project includes implementation of channel stabilization measures in 3,800 feet of Campbell Creek to address areas of active bank erosion, reduce potential for future erosion, and stabilize the County Road 149 (CR 149) culvert outlet. The Upper Reach project includes evaluation and construction of a Campbell Lake outlet structure and two-stage channel along approximately 1,800 feet of stream to provide flood storage and water quality benefits to reduce TP and TSS.

**TASK 1.0 – STREAM STABILIZATION PRELIMINARY DESIGN**

**TASK 1.1 – PROJECT KICKOFF AND SITE VISIT**

We will begin this project with a site evaluation kickoff meeting that includes Stantec, District, DNR, and PCA staff and others as invited by the District. The kickoff meeting will focus on safety, project roles and responsibilities, project objectives, review and discussion of available information, permit requirements, and project schedules. The kick-off will include a field component to walk the channel reaches and discuss preliminary design options. It is anticipated one to two days will be needed to evaluate the Lower Reach of Campbell Creek, which includes approximately 3,800 feet of stream starting 1,400 feet upstream of CR 149 and extending 2,400 feet downstream. One full day is expected to walk the approximately 1,800 feet of channel upstream of 230<sup>th</sup> Street. We will continue to keep the District informed of project progress at regular check-in meetings. We assume these meetings will be held remotely via conference call and screen share.

- **Assumptions:**
  - All meetings for project will be virtual except the field exercise.

Reference: Campbell Creek Stream Stabilization and Flood Storage Project

- The design will be based on Natural Channel Design principles and does not include any channel realignment. It is assumed at least one person from the DNR River Restoration group will be part of the project and attend the field evaluation.
- Land access will be available for survey crews and there is no significant snow, ice, or high water.
- A tree survey will not be required for the design of the project.
- **Specific Deliverables:**
  - Stream stabilization and culvert outlet structure conceptual design showing major project features on a GIS or PDF-editing software.
  - Conceptual and 30% design plans, construction cost estimates, and technical memoranda.

### **TASK 1.3 - CONCEPT DEVELOPMENT TO 30% DESIGN PLANS FOR THE UPPER REACH CAMPBELL CREEK DRAINAGE IMPROVEMENTS**

Although listed as a separate task it is anticipated this work will occur concurrently with Task 1.2. Due to the different property owners and design issues the projects may diverge after the 30% plans are completed due to resolving issues involving the property owners, schedule, permitting, and bidding. The project tasks are similar to Task 1.2 with the specific tasks of the lake outlet structure analysis and a two-stage channel. The exact limits of the two-stage channel project will be determined following the site visit but will focus on up to 1,800 feet of channel between 230<sup>th</sup> Street and the Campbell Lake outlet.

Stantec will determine hydrologic and hydraulic data at select locations prior to the field work for the 2-, 10- and 100-year events for water elevation, discharge rate, velocity, and shear stress. The data will be taken from the regional PRWD H&H model developed for the recent flood study. The primary goal of the lake outlet structure will be to control the discharge rate from Campbell Lake and provide additional flood storage upstream.

Topographic survey will be collected under this task at the same time as the survey under Task 1.2. Survey will be limited to the two-stage channel reach identified during the site visit and the proposed lake outlet structure area.

The conceptual design plans, 30% design plans, cost estimate, and technical memo will be combined with the Lower Reach deliverables outlined under Task 1.2.

- **Assumptions:**
  - Stantec will determine hydraulic data at select locations prior to the field work for the 2-, 10- and 100-year events for water elevation, discharge rate, velocity, and shear stress. The data will be taken from the regional PRWD H&H model developed for the recent flood study.
  - The design will be based on Natural Channel Design principles for the two-stage channel and Campbell Lake outlet structure. It is assumed at least one person from the DNR River Restoration group will be part of the project and attend the field evaluation.
  - Stantec will investigate cattle watering and channel exclusion fencing and channel crossing options.



Reference: **Campbell Creek Stream Stabilization and Flood Storage Project**

Following the 30% design meeting, Stantec will incorporate District feedback and prepare 70% design plans and specifications for the Upper Reach portion of the project from 230<sup>th</sup> Street to the Campbell Lake outlet. A virtual meeting will be held with the Design Team to present and discuss the 70% plans. Following approval from the District, Stantec will prepare final (100%) construction plans and specifications for the project. Stantec will host a virtual meeting to present and discuss the final plans with the District staff and Board. At the conclusion of the final design phase, the construction plans will be signed and considered ready for bidding. A bid form will be prepared with itemized construction items and quantities for the base bid.

- **Assumptions:**

- Stantec will prepare 70% design plans and specifications for review by the Design Team and host a video call to review the plans. Upon approval from the District, the final design plan and specifications will be prepared.
- Stantec will include the Upper Reach in the public waters permit application from Task 3.0, however no additional permitting services are included under this effort. Stantec will prepare an additional permitting scope if requested.
- Budget assumes the lower and upper reach designs will go forward as one biddable project. If designs split into multiple segments, Stantec will work with the District on additional scopes of work.

- **Specific Deliverables:**

- 70% construction plans, specifications, and engineer's opinion of probable cost
- Final signed construction plans and specifications
- Final Engineer's opinion of probable cost
- Bid form

#### **TASK 4.0 – ENVIRONMENTAL ASSESSMENT WORKSHEET**

Per Minnesota Rules Part 4410.4300, Subpart 26. Stream diversion, a Mandatory EAW is required for a diversion, realignment, or channelization of any designated trout stream, or affecting greater than 500 feet of natural watercourse with a total drainage area of ten or more square miles. The local governmental unit (PRWD) will be the Responsible Governmental Unit (RGU) for the EAW. It is Stantec's assumption that PRWD will be the RGU.

It is assumed that although the Project will utilize federal funding, National Environmental Policy Act (NEPA) compliance will not be required. Environmental Protection Agency (EPA) 319 grant projects are generally exempt from NEPA.

Stantec will prepare the Campbell Creek EAW using the MN Environmental Quality Board's most recent Environmental Assessment Worksheet (December 2022), which includes addressing the climate adaptation and resilience, and greenhouse gas (GHG) items. The following scope of work summarizes the effort and assumptions for each EAW item.

Reference: Campbell Creek Stream Stabilization and Flood Storage Project

consideration, such as sustainable features and green infrastructure, to incorporate into this section of the EAW.

#### **TASK 4.1.3.2 COVER TYPES**

Stantec would utilize available GIS data, including aerial photography and the Minnesota Department of Natural Resources (DNR) Minnesota Land Cover Classification System (MLCCS) geospatial data to quantify land cover types and acreages pre- and post-construction of the Project (assumes running this analysis a single time).

#### **TASK 4.1.3.3 PERMITS & APPROVALS**

Stantec expects that permits will be required from the MN DNR, MN Wetland Conservation Act Local Government Unit (Becker County), US Army Corps of Engineers, Becker County, and Pelican River Watershed District. Preparation of the MN DNR Public Waters permit application is included with this scope of work.

Completing preliminary design will provide better knowledge of the full scope and budget to prepare and apply for the additional permits noted above. Therefore, we anticipate the District will amend the contract to include preparation of these other permit applications when the project extent and regulatory requirements are better defined.

#### **TASK 4.1.3.4 LAND USE**

Our team would summarize the applicable zoning regulations and the existing and planned land use for the Project Area. We would summarize the compatibility of the Project within the context of the surrounding environment and planned land uses based on a review of the comprehensive plan and other relevant local planning documents.

#### **TASK 4.1.3.5 GEOLOGY, SOILS, AND TOPOGRAPHY**

Our team would evaluate the geological conditions of the project site based on a review of available documents including the Minnesota Geological Survey (MGS) maps, DNR geologic site hazard data, and Natural Resources Conservation Service (NRCS) Soil Survey data.

#### **TASK 4.1.3.6 WATER RESOURCES**

As part of the water resources section of the EAW, Stantec would address Project impacts on each of the required components including groundwater features, surface water resources, wetlands, floodplains, wastewater, water appropriation, and stormwater drainage. Working with Stantec's water resource engineers, we would confirm and identify existing drainage patterns and describe changes to existing surface hydrology resulting from the Project. Permitting and stormwater pollution prevention plan (SWPPP) requirements would be described in the EAW. The EAW would identify existing wetland and surface water resources within or in close proximity to the Project Area and evaluate the potential impacts of the project on these resources. Dewatering plans will be addressed, if needed. The EAW proposal scope does not include wetland delineation, permitting, or wetland mitigation services. We anticipate the District will amend the contract to include these services when the project extent and regulatory requirements are better defined.

#### **TASK 4.1.3.7 CONTAMINATION/HAZARDOUS MATERIALS/WASTES**

Our team would complete an evaluation of existing known contamination or potential environmental

*Design with community in mind*

Reference: Campbell Creek Stream Stabilization and Flood Storage Project

review and describe potential environmental effects from existing conditions within the Project Area. We would identify applicable avoidance, minimization, and mitigation measures related to known sources of contamination in the Project Area. We would also describe potential sources of hazardous materials/wastes and contamination during construction and operation. Our team would utilize information from the Stantec engineering team to identify spill prevention and mitigation measures. This proposal does not include preparation of site investigations, a Spill Prevention, Control, and Countermeasures (SPCC) Plan, or other site assessment studies that may be needed based on the findings of the desktop evaluation.

#### **TASK 4.1.3.8 FISH, WILDLIFE, PLANT COMMUNITIES, RARE FEATURES**

Stantec would complete a DNR Natural Heritage Information System (NHIS) query and evaluate the potential of the project to impact habitat for fish, wildlife, and plant communities. Stantec would utilize our NHIS license with the DNR to complete a review of NHIS records in the Project Area early in the preparation of the EAW. We would also request concurrence from the DNR our review and determinations through the DNR's Minnesota Conservation Explorer (MCE) portal system.

Stantec would also complete a review of federal species using the U.S. Fish and Wildlife Services (USFWS) Information for Planning and Consultation (IPaC) tool. If woody vegetation removal may be required, further coordination may be warranted regarding potential impacts to suitable habitat for the northern long-eared bat (*Myotis septentrionalis*).

Stantec would identify the potential effects of the Project on fish, wildlife, plant communities and other rare features within and in close proximity to the Study Area. Avoidance, minimization, and mitigation measures would be identified as appropriate. We would complete NHIS and IPaC reviews at the onset of the Project to provide recommendations and identify potential issues early in the development of the Project. This proposal does not include formal consultation with the DNR or USFWS and does not include rare species field surveys. It is assumed that consultation per Section 7 of the Endangered Species Act (ESA) would not be required as part of this EAW.

#### **TASK 4.1.3.9 HISTORIC PROPERTIES**

Waterways attract human activity and carry a higher likelihood of historic or archaeological cultural resource presence. Our team of archaeologists would determine if there are documented archaeological, historic, and architectural resources in the vicinity of the Study Area. A desktop-level cultural resources review would also be completed. Based on an initial desktop assessment and State Historic Preservation Office (SHPO) database inquiry, there are no previously identified cultural resources present. But given the site's location in an undeveloped area and adjacency to water, it is anticipated that SHPO will still have cultural resource concerns and site investigation will be needed. Site investigation would be limited to a one-day field survey and a summary report of findings to be included with the EAW document. Due to the project's federal funding, requirements of Section 106 of the Historic Preservation Act would apply, and the above field investigation would likely be required. The Historic Preservation Act is a separate statute than the National Environmental Policy Act (NEPA), from which this project is exempt.

#### **TASK 4.1.3.10 VISUAL**

Stantec would describe scenic views or vistas within or near the Study Area. Potential visual impacts including both direct physical impacts and impacts on visual quality or integrity would be evaluated.

Reference: Campbell Creek Stream Stabilization and Flood Storage Project

Stantec would assist the District with preparing responses to comments received on the EAW and work with the District's attorney to prepare a draft Findings of Fact and Conclusions (FOFC) document. The scope of this proposal anticipates no additional desktop or field study, analysis or agency coordination would be required to respond to the comments. An initial draft of the response to comments and FOFC would be provided to the District for review and comment. It is assumed that no more than two revisions of the FOFC document would be needed to finalize the document. Following the EIS Need Decision, issued by the District staff or the Board of Managers, Stantec would assist the District with distributing the Notice of Decision and submitting this to the EQB to complete the EAW process.

### EAW PROCESS AND TIMELINE

- The draft EAW document will take 2 to 3 months to prepare once begun, assuming adequate project details have been prepared and no significant changes to the project plan are introduced.
- Once the draft EAW is submitted to the District, the District has up to 30 days to provide review comments. They do not have to use the full 30 days. Ideally, there is only one round of review and revisions but our scope assumes up to two rounds.
- Once the draft EAW is deemed complete, it will be published in the EQB Monitor and posted on the District website. There is mandatory 30-day public comment period starting on the date of EQB publication, with comments being delivered to the District via email or letter. Stantec assumes the District will provide to Stantec the public comments as they come in as opposed to waiting until the comment period is over. This will allow us to start preparing our response-to-comments document during the comment period.
- Once the above 30-day public comment period is over, Stantec will deliver the comment response document to the District for Review. Stantec will assist the District's attorney to finalize the Findings of Fact and Conclusions (FOFC)/ EIS Need Decision document. Once finalized, this document would be submitted to EQB to complete the EAW process.
- The task steps above will take 6-8 months, assuming no project changes or other unanticipated delays are introduced.

### ADDITIONAL SERVICES

The following lists additional services that Stantec would be able to assist with if required:

- NEPA environmental review
- Species-specific surveys
- USFWS consultation
- DNR consultation
- Wetland delineations
- Groundwater analysis
- Floodplain assessment and permitting
- Storm Water Pollution Prevention Plans (SWPPP) and Erosion Control Permits
- Public engagement support

Reference: Campbell Creek Stream Stabilization and Flood Storage Project

## PROJECT SCHEDULE AND COST ESTIMATE

Stantec will perform the scope of work for requested tasks for \$223,655, which includes reimbursable expenses such as DNR NHIS review fee, mileage, printing costs, and the optional SQT Task. We will perform the work on a time and materials basis in accordance with the attached Professional Services Terms and Conditions and rate schedule and will not exceed this cost without prior written authorization. We will provide a written budget estimate to be approved for any out-of-scope work that is identified as the project progresses. The estimated budget is summarized by task in Table 1.

Reference: Campbell Creek Stream Stabilization and Flood Storage Project

**Table 2. Anticipated Project Schedule**

PROJECT TASKS		
Task #	Task Name	Schedule
1.1	Project Kickoff and Site Visit	May - June
1.2	Lower Reach Concept, 30% Design, and Topographic Survey	June - August
1.3	Lower Reach Concept, 30% Design, and Topographic Survey	June - August
2.0	Lower Reach 70% and Final Design	September - October
3.0	Upper Reach 70% and Final Design	September - October
4.0	Environmental Assessment Worksheet	August – January (2025)
5.0	Project Bidding and Construction Management	Will be initiated following completion of EAW and permitting. Likely early 2025.

**EAW SCHEDULE**

Our team would begin work within one week of receiving a signed acceptance agreement. At that time, we would schedule the Kick-off Meeting with the District and begin data gathering. Many EAW items require that substantially complete design details be available in order to accurately respond. It is anticipated that the EAW cannot be completed until critical design components are finalized, likely at the 30% design phase. The Stantec EAW team will coordinate closely with Stantec’s water resource engineers at every step to ensure adequate design detail is available before attempting to complete a given EAW section. This will help avoid inefficiencies and unnecessary revisions. EAW sections that can be completed without substantial design details, or that may require external consultation, will be commenced as soon as possible.

Typically, the EAW process can take 6+ months to complete. The EAW timeline is partially dependent on the design process, so close collaboration with the engineering team will be critical.

**Reference:** Campbell Creek Stream Stabilization and Flood Storage Project

If Rick Michaelson, President of the Pelican River Watershed District Board of Managers, acting on behalf of the Board of Managers, \_\_\_\_\_ agrees with this proposal, he shall authorize Stantec to perform the work by signing and returning a copy of the attached Professional Services Agreement.

**STANTEC'S RESPONSIBILITIES:** Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

**TERMINATION:** Either party may terminate this Agreement without cause upon sixty (60) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 60 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs



Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

**DOCUMENTS:** All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to ownership of the documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. Where the ownership rights do not transfer, i.e. Stantec's pre-existing intellectual property incorporated into the Project documents, the Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Electronic files will not contain stamps or seals, will remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

**GOVERNING LAW:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

Attached to and forming part of the Agreement BETWEEN:

Pelican River Watershed District  
(Hereinafter called the "Client")  
- and -  
Stantec Consulting Services Inc.  
(Hereinafter called "Stantec")

EFFECTIVE: May 15, 2024

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

[Click and enter in any format the details you wish to use to express Scope of Services]  
(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: May 15, 2024  
Estimated Completion Date: December 31, 2026

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

[Click and enter in any format fee and/or compensation details]

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is an FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations, and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased, or rented project vehicles; external testing lab charges and other external services charges; and specialized computer software costs.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price



## ATTACHMENT – COMBO RATE TABLE

BC2277\_2024-Combo

### HOURLY RATES

Stantec Billing Level	2024 Hourly Rate*
3	\$103
4	\$109
5	\$121
6	\$125
7	\$133
8	\$140
9	\$149
10	\$156
11	\$165
12	\$169
13	\$196
14	\$205
15	\$231
16	\$263
17	\$263
18	\$263
19	\$263
20	\$263
21	\$263

\*Rates subject to annual increase.

### OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**  
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals and Lodging**  
May be billed at cost or daily per diem. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>).
- **Vehicle and Equipment Rentals**  
Not owned by Stantec.
- **External Equipment and Supplies.**  
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. For Stantec owned vehicle, a combination of daily vehicle or mileage rates are used depending on the type of work and/or contract. A separate Stantec Equipment Rate Schedule\* is available upon request.



## Buck's Mill – Update

Nicholas Kludt, Ph.D. | Red River Fisheries Specialist


 DEPARTMENT OF NATURAL RESOURCES  
 Division of Fish and Wildlife | www.dnr.state.us

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## Funding

**How this will work:**

- PRRWD will act as local fiscal agent
- TBD Consultant & DNR to provide PM services on behalf of WD

**Project Funding**

- “Get Out More” allocation (GOM) - \$1M
- Lessard-Sams Outdoor Heritage Council (LSOHC) - \$1M
- National Fish Passage Program (FPP) - \$300k \*
- Great Plains Fish Habitat Partnership - \$75k \*

\* NK is working with USFWS to develop apps

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## Timeline

**State Funds** →

Summer 2024 • GOM & LSOHC grant contracts • Consultant bid package	Fall 2024 • Bids selected • Survey completed	Winter 2024-5 • Engineering • Compliance	Fall 2025 • Construction of dam mod. <b>(Ideally)</b>
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**Federal Funds** →

Winter 2024-5 • FPP app	Summer 2025 • FPP grant contract • GPFHP app	Fall 2025 • Construction road/culverts <b>(Ideally)</b>	Summer 2026 • GPFHP grant contract • Finishing activities
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# DISTRICT ADMINISTRATOR'S MONTHLY REPORT

## JULY 11, 2024

### Surface Waters Protection and Enhancement

#### 1. **Capital Improvement Projects/Structural and Non-Structural Practices**

- a. **Rice Lake Capital Improvement Project (CIP). Phase 2- Lower Structure.** Next step is the bidding process.
- b. **Campbell Creek Project (CIP).** The Stantec Engineering Work Plan and Services Agreement have been executed. Attorney Croaker is drafting the Right of Entry/temporary access agreements for affected parcels. The projects will focus on designing and implementing streambank stabilization practices in Campbell Creek near CR 149, water storage practices in Upper Campbell Creek, and one grade stabilization project (Richwood Twp 33).
- c. **MN DNR FEMA H & H Study.** Guetter met with Moore Engineering staff on June 14<sup>th</sup> to explore PRWD needs for a public-facing viewer and internal web map for GIS/data management and the ability for the public to place pins at points of concern for future follow-up. Moore will be preparing Task Order for consideration by the Board at August or September board meeting.
- d. **Little Floyd Lake Rock Arch Rapids** –Hough anticipates starting construction in August.
- e. **Bucks Mill Dam Modification**– Nick Kludt, MN DNR gave an update at the July Board of Managers Meeting. Funding sources and timeline were reviewed - \$1M “Get Out More” allocation State of MN, \$1M Lessard Sams Outdoor Heritage Council, \$300k National Fish Passage Program, & \$75K Great Plains Fish Habitat Partnership. Project timeline - Summer 2024 -Consultant Bid; Fall 2024 Construction bids & survey completion; Winter 2024-2025 Engineering and Compliance; Fall 2025- Construction of rapids, township road and culvert improvements. MN DNR is currently drafting the grant agreement.

### Becker County Drainage Systems 11, 12, 13 and 14

- a. **Ditch 11** - No activity to report.
- b. **Ditch 12** – No activity to report.
- c. **DITCH 13 (Little Floyd Lake to Big Detroit)**
  - i. Open Work Orders
    1. Jackson Avenue – Open work order for Josh Campbell to trap.
    2. 8<sup>th</sup> Ave by Bridge – Open work for Josh Campbell to trap.
    3. Dillon field crossing- Guetter and Mr. Dillon discussed installing a Texas road crossing in the field to replace the culverts. Guetter contacted NRCS and MN DNR for potential project funding assistance. NRCS staff will be reviewing the field crossing site on July 12<sup>th</sup>.
- d. **DITCH 14 and BRANCH 1 (HWY 10 to St. Clair Lake to Pelican River)** – Burlington RR removed the culvert blockage on June 19<sup>th</sup> and 4 beaver were trapped near the MN DOT facilities.

### WATER MANAGEMENT RULES – see enclosed report.

- a. **2024 Permitting Agreement-Becker County, Cormorant WD, Pelican River WD.** Becker County approved the agreement at the July 2 County Commissioner Meeting.
- b. **Rules Revision** – Moore Engineering is currently working on the draft Rules this month.
- c. **Shared 1W1P Technician** – Utecht will continue following up on post project site visits and assisting with shoreline site visits. .

### **HABITAT PROTECTION AND MANAGEMENT**

- e. **River/Stream Connectivity – Barriers to Fish Movement.**
  - i. Little Floyd Lake Dam (rock arch rapids). Construction to begin in August timeframe.
  - ii. Buck's Mill Dam –.MN DNR will start drafting the grant agreement in mid-July.
- b. Aquatic Invasive Species Prevention and Management.**
  - iii. **MN DNR AIS treatment Grants.** PRWD submitted invoices for Curly-leaf pondweed treatments on Sallie (\$2,250) & Melissa (\$1,650) and reimbursement grant funds have been received.
  - iv. **Becker County AIS Treatment Grant.** PRWD submitted an invoice to Becker SWCD for Curly-leaf pondweed treatments on Detroit (\$ 4,000).

# DISTRICT ADMINISTRATOR'S MONTHLY REPORT

## JULY 11, 2024

- v. **Curly-leaved Pondweed AIS Research Study [Mankato State University]** – CLP Flumioxazin Herbicide Treatments. Mankato State students conducted vegetation and turion surveying July 9-10<sup>th</sup>.
- vi. **Flowering Rush.** Detroit lake was surveyed, but only one area near the Pelican River/North Shore Drive area had a few sprigs of Flowering rush. Sallie and Melissa were surveyed and a few areas were mapped for potential treatment. Staff is reviewing the lakes again July 11-12 to evaluate growth. We are finding no to little growth in most areas on the lakes – a huge success! Treatment will take place either the last week of July or after We Fest in early August.

### EDUCATION AND OUTREACH (Website, Social Media, and Workshops)

f. **Local Media/Mailings.**

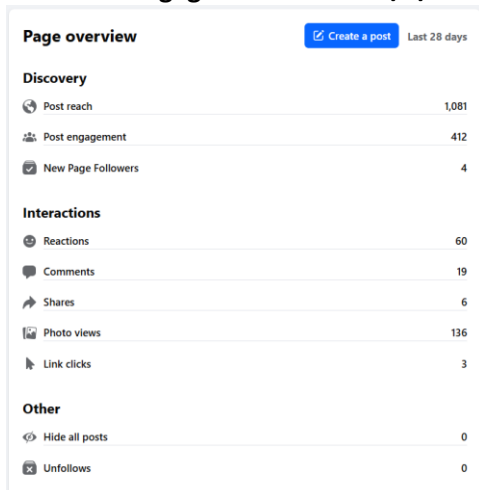
- i. Hodge Podge Radio – PRWD did not participate in last month’s Hodge Podge due to scheduling conflict with the June Board of Managers Meeting.

g. **Social Media Posts**

- i. (Facebook & Instagram) – Facebook Followers – 216 (last month 211), Instagram Followers – 14 (last month 14)

Date	Description	Engagement
6/11/2024	Rice Lake Wetland Restoration Video - BWSR	1 like, 0 comments, 0 shares
6/17/2024	Lake Detroiters Recap – Featuring Kemper	0 likes, 0 comments, 0 shares
6/21/2024	Loon Chick Post - MLR	4 likes, 1 comment, 3 shares
6/25/2024	Long Lake Posts – 14 Graphics	11 likes, 0 comments, 2 shares
6/26/2024	Congratulations for BMP Awards – Detroit and Long Lake	3 likes, 0 comments, 0 shares
6/26/2024	BSWCD Lady Slipper Post	2 likes, 0 comments, 0 shares
6/27/2024	BWSR – MN WD Summer Tour Post – Featuring Guetter	2 likes, 0 comments, 0 shares
7/1/2024	Detroit Lake Posts – 16 Graphics	8 likes, 0 comments, 0 shares
7/2/2024	Wear your lifejacket post	0 likes, 0 comments, 1 share
7/2/2024	Swimwear Safety Post	0 likes, 0 comments, 4 shares
7/3/2024	Happy Independence Day Post	0 likes, 0 comments, 0 shares
7/4/2024	Loon Watch Post - MLR	0 likes, 0 comments, 0 shares

h. **Facebook Engagement – As of 7/5/2024**



DISTRICT ADMINISTRATOR'S MONTHLY REPORT  
JULY 11, 2024

- i. **Conservation Education Meeting:**
  - i. **"No Child left Inside" Education Group** – No meetings planned for summer months.
- j. **Lake Handouts**- Handouts have been distributed to lake associations and posted on the website.
- k. **Ottertail 1W1P Education and Outreach Group** – See 1W1P Section.
- l. **Tree and Shrub Guide Booklet** – Kemper continues to work on the tree & shrub booklet which will also include before and after pictures of shoreline restorations and some sample generic planting plans for rain gardens or shoreline buffers.
- m. **Contractor "check in" meetings** – Kemper continues to reach out to contractors about their interest in holding brief monthly morning "check-in" meetings. Kemper is also brainstorming with other agencies about things we could do or present at these meetings.
- n. **Water of the Week** – Bach has put together a 'Water of the Week' program for social media. Each week a different area in our district will be highlighted with information related to that lake, river, or wetland. The Rice Lake Wetland was featured during the week of June 10. Long Lake and Detroit Lake were featured during the weeks of June 24 & July 1.
- o. **Lake Detroiters Annual Meeting** – Kemper presented at the Lake Detroiters Annual Meeting on June 15.
- p. **Becker COLA** – Guetter will be presenting at the July 18<sup>th</sup> meeting.

**2. DISTRICT OPERATIONS/ADMINISTRATION .**

- d. **2023 Annual Report** – The annual report has been filed with BWSR and sent to Becker County.
- e. **Grant Oversight** –
  - a. *Campbell Creek Watershed Restoration (MPCA Section 319 Small Watersheds Focus Group C Grant Funding)* – Stantec Engineering Services agreement was signed. Attorney Croaker will be drafting Right of Entry agreements for the project area. Guetter and Bach will submit the semi-annual report to MPCA by August 1<sup>st</sup>.
  - b. *FEMA Grant* – Spend reports provided to Stantec for grant management and reimbursement monthly. We will be wrapping up this grant project within the next month.
  - c. *BWSR Clean Water Rice Lake Project – Phase 1 & Phase 2. MN DNR* – ELink midyear update was complete.
  - d. *MN DNR – Conservation Partners Legacy Grant (Little Floyd Outlet)* – Hough will start construction in August.
  - e. *Otter Tail 1W1P Implementation Grant* -Willow Street Pond Q2 invoicing complete.
  - f. *MN DNR- Lessard-Sams Outdoor Heritage Council Grant/"Get out More" allocation (GOM)* – Bucks Mill Project. – grant agreement currently being drafted by MN DNR.
- f. **Minnesota Watersheds Summer Tour** –June 25 – 27. Hosted by Capital Region WD and Ramsey Washington Metro WD. Guetter attended the Administrators' meeting and the East Metro project tour which reviewed the Ford Plant redevelopment project (stormwater management features), Como Park stormwater management and in-lake treatments; Maplewood Mall parking lot; Boys and Girls Club pollinator gardens and stormwater management.
- g. **Outreach Strategies for Conservation** – Bach is registered to attend an in-person training on successful outreach strategies for conservation groups on 7/30/2024.
- h. **Goose Banding** – Kemper and Interns McCoy and Fogarty participated in Goose Banding on Little Cormorant Lake on June 26.
- i. **Quarter 2 Reports Complete** – Quarterly state and federal reporting is complete.

DISTRICT ADMINISTRATOR'S MONTHLY REPORT  
JULY 11, 2024

**Otter Tail River 1W1P Partnership – WEBSITE: <https://www.eotswcd.org/ot1w1p/>**

- a. **1W1P Grant – Feasibility Study West Area (“Willow Pond”) Stormwater Treatment** –Wetland soil samples have been collected. The sub-watershed has been mapped showing the contributing drainage area to the Willow Street Pond, a bathymetry map of the wetland and pond and accumulated sediment depth maps have been developed. The interns have started sampling the wetland and stormwater pond on a regular schedule.
- b. **OTW TAC Committee** (Guetter). Nothing further to report.
- c. **OTW Education/Outreach Committee** –Next meeting will be in the fall after summer work is complete.
- d. **Becker County** – OTW Group –No meetings planned for summer months.



DISTRICT ADMINISTRATOR'S MONTHLY REPORT  
JULY 11, 2024

DATA COLLECTION AND MONITORING PROGRAM

**Streams** – The interns have been conducting routine and storm run for stream monitoring. They have also been conducting flow measurements on streams where the water is lower than 4 feet.

**Lakes** – Interns completed their 3<sup>rd</sup> round of lake monitoring samples. Kemper, Guetter and Interns conducted delineations for Flowering Rush and another check on CLP. From what was seen for Flowering rush we may only need 1 treatment this year. Will be double checking on

**Weather**

**June 2024 Temperatures**

From a temperature standpoint, June did not generate many anomalies in Minnesota. Average monthly temperature will be close to normal for most climate stations in the state.

The temperatures for Detroit Lakes were right around average. There were only 11 days that were at or slightly above average than the historical average and 12 days that were slightly below historical average.

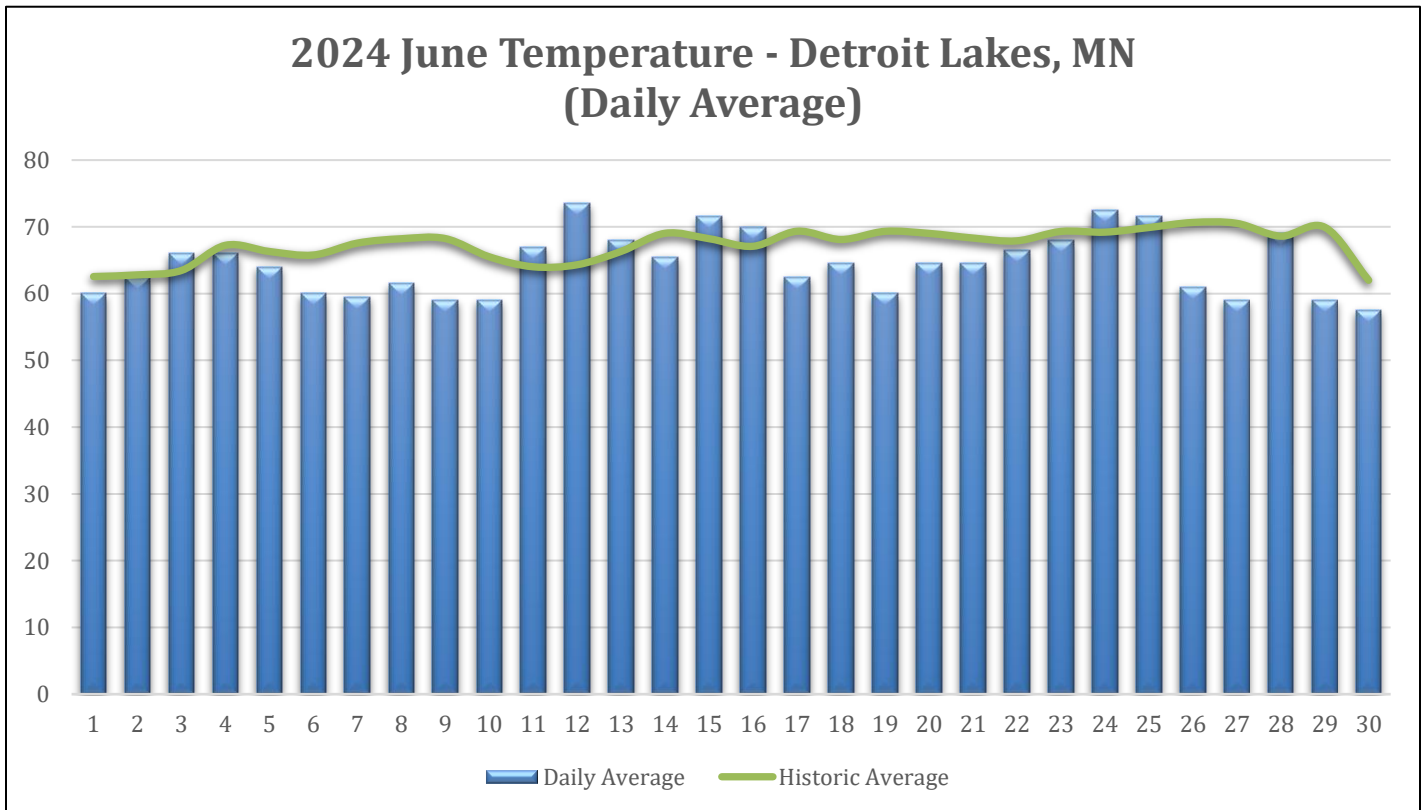
**Hottest Day:** 90°F, June 12<sup>th</sup>

**Monthly average temperature:** 64°F

**Daily average High for Detroit lakes:** 74°F

**Daily average low temperatures:** 55°F

**Coldest Day:** 45°F, June 30<sup>th</sup>



# DISTRICT ADMINISTRATOR'S MONTHLY REPORT

## JULY 11, 2024

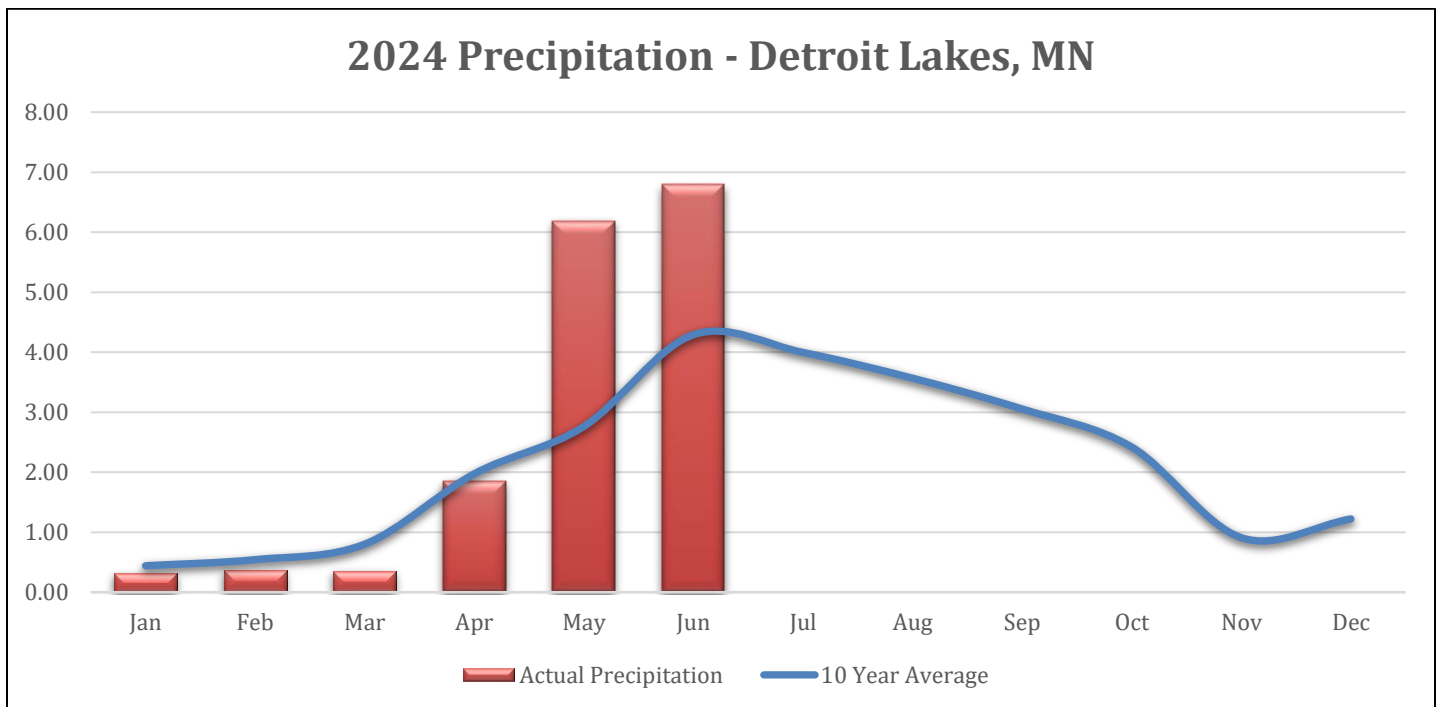
### June 2024 Rainfall

The real historical signature of this June climate will be the frequency and abundance of rainfall, which led to widespread flooding. Most climate stations reported rainfall on half of the days of the month, and some reported rainfall on up to 20 days. Total amounts of rainfall were well above normal for the month, and in many cases twice normal. Those geographic areas receiving the most surplus rainfall included northeastern counties, and all southern counties, especially those in south-central Minnesota. Within the statewide National Weather Service observer network over 70 new daily rainfall records were set.

The statewide average rainfall for June was over 6.25 inches, marking the 9th wettest June in state history. After starting the year with three drier than normal months (Jan-Mar), Minnesota reported a record-setting wet April through June with unsurpassed surplus of precipitation. Over 120 climate stations have already reported over 25 inches of precipitation through the first half of the year. Communities in Rice, Faribault, and Wabasha Counties have reported over 30 inches of precipitation so far. At least 60 communities are reporting 2024 precipitation amounts that are from 6 to 12 inches above normal.

**Wettest April-June in State History** – The widespread flooding was not entirely due to June rainfall. Soils became saturated in many areas of the state due to the persistent surplus rains in April and May as well, meaning that the June rainfall amounts generated a higher-than-normal amount of runoff. For the 91-day period (April-June) many climate stations reported half to two-thirds of the days brought at least a trace of rainfall, and there were many days that brought over one inch. The statewide average rainfall for the three months was over 15.30 inches breaking the previous state record of 15.28 inches back in 2014. Many climate stations reported over 20 inches of rainfall for this period.

In Detroit Lakes the total rainfall was 6.79 inches which is 2.5 inches more than the 10-year average of 4.29 inches. Most of the rain fell on the 3<sup>rd</sup>, 18<sup>th</sup> – 19<sup>th</sup>, and the 28<sup>th</sup> (5.47 inches).



# DISTRICT ADMINISTRATOR'S MONTHLY REPORT

## JULY 11, 2024

Below is the PRWD and 3 other volunteer CoCoRaHS weather stations within our district that conduct and report rain measurements. Rainfall totals varied across the District, even in short distances ranging from 4.25 in the north to 8.04 inches to the south of the District. The Dark Blue highlights the 5 storm event days, which accounts for the majority of June's rainfall. Note – Sallie had a total of 8.04 Inches of rain with 95% falling on those 5 storm days (7.61 inches).

Weather Stations	PRWD MN -BK-24	N. Floyd MN-BK-10	Lake Ave. MN-BK-36	Sallie MN-BK-17	Average between the 4 stations
Date	Precip in.	Precip in.	Precip in.	Precip in.	
6/1/2024		0	T		0.00
6/2/2024		0.13	0.13	0.21	0.16
6/3/2024	0.01	0.59	1.13	2.74	1.12
6/4/2024	0.12	0	T		0.06
6/5/2024		0.16	0.13	0.72	0.34
6/6/2024		0.07	0.1		0.09
6/7/2024		0	0		0.00
6/8/2024		0.06	0.4		0.23
6/9/2024		0	0		0.00
6/10/2024	0.12*	0	0	0.04 *	0.00
6/11/2024	0.12		0.1	0.09	0.10
6/12/2024	0		0		0.00
6/13/2024	0		0		0.00
6/14/2024	0		0		0.00
6/15/2024			0.03		0.03
6/16/2024		0.13	0		0.07
6/17/2024	0.04	0	0.04		0.03
6/18/2024	1.39	0.18	1.45	1.25	1.07
6/19/2024	1.44	2.41	1.42	1.52	1.70
6/20/2024	0	0.02	0		0.01
6/21/2024		0	0		0.00
6/22/2024		0.19	0.08	0.09	0.12
6/23/2024		0.01	T	0.04	0.03
6/24/2024	0.11 *	0			0.00
6/25/2024	0.03	0.02	0		0.02
6/26/2024		0	0		0.00
6/27/2024	0 00	T	0		0.00
6/28/2024	1.1	1.82	2.03	1.38	1.58
6/29/2024		0.06	0.04		0.05
6/30/2024		0.02	0.01		0.02
<b>Totals:</b>	<b>4.25</b>	<b>5.87</b>	<b>7.09</b>	<b>8.04</b>	<b>6.79</b>



East Munson Drive 6/18/2024.



DL City Park 6/18/2024



North Shore Drive 6/18/2024

### 2024 June Wind Speeds



# Rules Report – July 2024



## PERMITS ISSUED

No.	Name/Address	Description
24-24	<b>Troy &amp; Julie Moore</b> 1189 West Lake Drive	SIZ Alteration: Repair Riprap, install Gro-low shrubs behind riprap, install a bullet paver edger flushed to the ground behind plantings and around raingardens and landscape rock and plant gardens.
24-37	<b>Matt Mueller</b> 14854 E Munson Drive	SIZ Alteration: Riprap 100' from north property line to DNR specifications. Add 5 yards washed sand to fill washed out pockets before geotextile and riprap installation.
24-38	<b>QF5 (Kubota)</b> 29075 US Hwy 10	Impervious Surface/ Storm water Mgt.: Construction of Kubota Dealership Building and parking lot > than 25% and greater than 10,000 S.F. with Stormwater treatments.
24-39	<b>Miller Yard Care</b> 948 Cormorant Ave	Site grading, building construction, and parking lot improvements. Permanent stormwater management previously provided by City of Detroit Lakes regional basins.

## PERMITS IN PROCESS

- **Leighton, Jeff** – SIZ, Retaining Wall – Hold pending DNR Permit acquisition.
- **Wimmer, Brad** – SIZ – Awaiting site plan from landscaper.
- **Anderson, Kelly** – SIZ – Awaiting site plan from landscaper.

## PERMITS APPLICATIONS – ENGINEER REVIEWS IN PROCESS

- **Fritz Family Foundation** - Change to Infrastructure. Ortonstone Gardens.
- **Michael Anderson** – Impervious Surface > 1 acre, Subdivision

## VIOLATION Report

- **Solmon, Marty:** 12044 Cty Rd. 17: Work done in the SIZ without a permit. PRWD is waiting on MN DNR permit decision (work requires a MNDNR permit). Contacted MNDNR for update June 10. No updated given.
- **Hausmann, Jeffrey & Diane:** 1670 East Shore Dr: Checked by PRWD staff on June 13. Vegetation is growing. Project is complete.

## MEETING COMMENTS

- **City of Detroit Lakes – City Council**
  - June 11<sup>th</sup> Meeting – No Comments
  - July 9<sup>th</sup> Meeting - Kamstra – Submitted comment regarding the need for a PRWD permit for mitigation.
- **City of Detroit Lakes – Planning Commission**
  - June 27<sup>th</sup> Meeting – Kamstra – Permit directs the homeowner to contact PRWD for a permit.
- **City of Detroit Lakes – Development Authority**
  - July 2<sup>nd</sup> Meeting – No comments

# Rules Report – July 2024



- **Becker County – Planning and Zoning**
  - June 26<sup>th</sup> Meeting
    - **Greater Than Gold Investment LLC – 25948 Hillcrest Rd & 18870 Stony Rd**  
Applicant has contacted the PRWD office regarding stormwater permit requirements.
- **Becker County – Board of Adjustment**
  - June 13<sup>th</sup> Meeting – No comments

# Lakes Country Water Festival

The City of Detroit Lakes would like to say "Thank You" for your generous donation which went to make the 2024 Lakes Country Water Festival possible. It was a fun filled day full of energy and learning. We had close to 400 4<sup>th</sup> graders from 5 of the area schools. Also, we were lucky enough to have 14 different groups of presenters there to be the "experts" and teach the kids about how water touches every aspect of life! It meant so much to have the support of our wonderful community! If your organization would like to see a presentation on the Lakes Country Water Festival, please call Erin @ 218-846-7101.

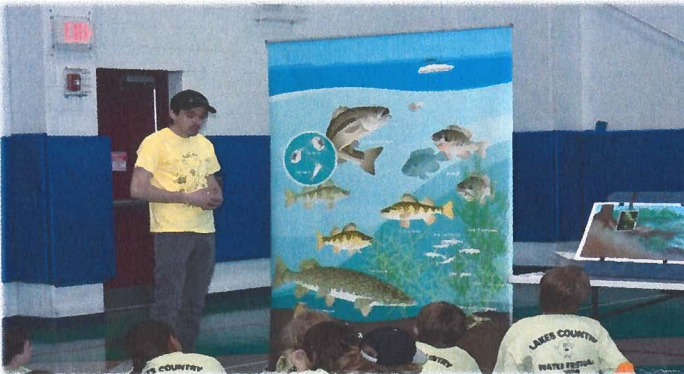
We hope to have many Water Festivals in the years to come!

Thank You Again!!!

"The conservation of natural resources is the fundamental problem. Unless we solve that problem, it will avail us little to solve others."

Theodore Roosevelt

# 2024 Lakes Country Water Festival





Thank you for speaking at our  
annual meeting. Your information  
is essential to update our members  
on current issues & projects.

Thank you,

The Lake Detroit Association