

AGENDA

Tuesday, February 14, 2017

6:00 PM

Prior Lake City Hall

www.plslwd.org

BOARD OF MANAGERS:

**Fred Corrigan, President; Marianne Breitbach, Vice President;
Charlie Howley, Secretary; Woody Spitzmueller, Treasurer; Curt Hennes, Manager**

Note: Indicated times are estimates; actual times may vary considerably. 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 – Wagon Bridge Conference Room (Downstairs)

1. Meet with Dave Beer
2. Meet with Troy Kuphal re. 2016 Contract Results and Cost Share Docket
3. Board Priorities

6:00 – 6:05 PM 1.0 **BOARD MEETING CALL TO ORDER & PLEDGE OF ALLEGIANCE**

6:05 – 6:25 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, turn on the microphone and state your name and address. (The Chair may limit your time for commenting.)

CAC UPDATE: Steve Pany, Chair

6:25 – 6:30 PM 3.0 **APPROVAL OF AGENDA** (Additions/Corrections/Deletions)

6:30 – 7:45 PM 4.0 **OTHER OLD/NEW BUSINESS**

- 4.1 Annual Cost Share Docket (Discussion) (Vote) (1 attachment)
Troy Kuphal, Scott Soil & Water Conservation District
- 4.2 Programs & Projects Update (Discussion Only) (1 attachment)
- 4.3 Water Resources Public Outreach, Houston Engineering (Discussion Only) (1 attachment)
- 4.4 Manager Presentations (Discussion Only)
- 4.5 Raymond Park: City Agreement (Vote) (1 attachment)
- 4.6 Staff Salary Structure Consulting (Vote) (2 attachments)
- 4.7 Ducks Unlimited Wetland Expansion (Vote) (1 attachment)

7:45 – 7:50 PM 5.0 **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. Then, a vote will be taken.

- 5.1 Meeting Minutes: January 10th Workshop, January 10th Board Meeting (2 attachments)
- 5.2 CAC Minutes: January 26th (1 attachment)
- 5.3 Resolution Recognizing Katy Gehler's Contributions (1 attachment)

Continued on Back

7:50—8:00 PM 6.0 **TREASURER'S REPORT**
 6.1 Claims List (Vote) (1 attachment)
 6.2 Cash & Investments (Discussion Only) (1 attachment)
 6.3 Financial Report (Discussion Only) (1 attachment)
 6.4 MOA Fund Transfer (Vote) (1 attachment)

8:00 PM 7.0 **UPCOMING MEETING/EVENT SCHEDULE:**
 • CAC MEETING FROM 6:30-8:00 P.M. ON THURSDAY, FEBRUARY 23

Brian Beman Well Decommissioning

Cooperator & Location

Applicant(s):	Brian Beman
Address:	3198 Linden Circle NW, Prior lake
Location:	Township: 114N Range: 22W Sect: 3
City/Town:	City of Prior Lake
Watershed:	33122
	Project ID: CP-15-240

Project Details

Practice

Well Decommissioning

Quantity: 1.0 Each Certified Complete: 1/4/2016

Resource Protected

Groundwater

Project Description

Well decommissioning is the sealing and permanent closure of an inactive, abandoned, or inoperable water well. This practice protects groundwater resources by preventing contaminated water or other potentially harmful fluids from flowing or being dumped into the well.

Before Photo



After Photo



Cost Analysis

Project Costs	
Materials/Labor	\$885.00
Permit Fee	\$65.00
Total:	\$950.00

Funding by Source	
Federal	\$0.00
State	\$398.25
SWCD	\$0.00
PLSLWD	\$398.25
Cooperator	\$153.50

Approval & Type	
Approved Date	12/15/2015
Target Project	<input type="checkbox"/>
EPA-319 Funds	<input type="checkbox"/>
Credit River Grant	<input type="checkbox"/>
Clean Water Fund	<input type="checkbox"/>

Harbor City Church Grade Stabilization Structure

Cooperator & Location

Applicant(s):	Harbor City Church
Address:	5990 Timber Trail, Prior Lake
Location:	Township: 115N Range: 22W Sect: 36
City/Town:	City of Prior Lake
Watershed:	33122 Project ID: CP-16-166

Project Details

Practice

Grade Stabilization Structure

Quantity: 1.0 Each Certified Complete: 12/21/2016

Resource Protected

Prior Lake

Project Description

A grade stabilization structure was damaged during the June 2014 rain events from overflows causing the slope to fail. The structure was repaired and upgraded with an additional outlet pipe, adding capacity, compacted fill material and seeding with erosion control blanket.

Before Photo



After Photo



Cost Analysis

Project Costs		Funding by Source		Grant Source	
Installation:	\$12,260.00	Federal	\$0.00	EPA-319	<input type="checkbox"/>
Incentives:	\$0.00	State	\$0.00	CWF	<input type="checkbox"/>
Total:	\$12,260.00	SWCD	\$11,034.00	DRAP	<input checked="" type="checkbox"/>
Targeted Project		PLSLWD	\$0.00	Approval Date	
<input type="checkbox"/>		Cooperator	\$1,226.00	8/16/2016	

Carl Hartell Filter Strip

Cooperator & Location

Applicant(s):	Carl Hartell
Address:	17571 Marschall Rd, Jordan
Location:	Township: 114N Range: 22W Sect: 8
City/Town:	Spring Lake Twp.
Watershed:	33130
	Project ID: CP-15-114

Project Details

Practice

Filter Strip

Quantity: 0.5 Acres Certified Complete: 9/1/2015

Resource Protected

Unnamed tributary flowing into Spring Lake

Project Description

This practice involves establishing and maintaining permanent vegetation along a stream, wetland or other environmentally sensitive area. Typically long and narrow features, filter strips are specifically designed to slow runoff and suspend contaminants that would otherwise discharge into the protected resource, including but not limited to sediment, organic matter, nutrients, and pathogens.

Environmental Benefits

Parameter	Before	After	Saved
Soil Erosion (tons/yr)	0.9	0.0	0.9
Sediment Load (tons/yr)	3.0	0.9	2.1
Phosphorus Load (lbs/yr)	5.1	1.9	3.2
Runoff Reduction (acre ft)	0.0	0.0	0.0

Before Photo



After Photo



Cost Analysis

Project Costs		Funding by Source		Approval & Type		Unit Costs*		
Construction/ Seeding:	\$0.00	Federal	\$0.00	Approved Date	5/19/2015			
Incentives:	\$1,275.00	State	\$0.00	Target Project	<input type="checkbox"/>			
Total:	\$1,275.00	SWCD	\$956.25	EPA-319 Funds	<input type="checkbox"/>			
		PLSLWD	\$318.75	Credit River Grant	<input type="checkbox"/>			
		Cooperator	\$0.00	Clean Water Fund	<input type="checkbox"/>			

*Over term of cost share contract

Jeff Hylland Filter Strip

Cooperator & Location

Applicant(s):	Jeff Hylland
Address:	3217 Vale Cir SW, Prior Lake
Location:	Township: 114N Range: 22W Sect: 8
City/Town:	Spring Lake Twp
Watershed:	33130
	Project ID: CP-15-020

Before Photo



Project Details

Practice

Filter Strip

Quantity: 0.7 Acres Certified Complete: 9/1/2015

Resource Protected

Unnamed tributary flowing into Spring Lake

Project Description

This practice involves establishing and maintaining permanent vegetation along a stream, wetland or other environmentally sensitive area. Typically long and narrow features, filter strips are specifically designed to slow runoff and suspend contaminants that would otherwise discharge into the protected resource, including but not limited to sediment, organic matter, nutrients, and pathogens.

Environmental Benefits

Parameter	Before	After	Saved
Soil Erosion (tons/yr)	0.1	0.0	0.1
Sediment Load (tons/yr)	6.8	2.4	4.4
Phosphorus Load (lbs/yr)	12.5	5.3	7.2
Runoff Reduction (acre ft)	0.0	0.0	0.0

After Photo



Cost Analysis

Project Costs		Funding by Source		Approval & Type		Unit Costs*		
Construction/ Seeding:	\$0.00	Federal	\$0.00	Approved Date	5/19/2015			
Incentives:	\$2,680.00	State	\$0.00	Target Project	<input type="checkbox"/>			
Total:	\$2,680.00	SWCD	\$2,010.00	EPA-319 Funds	<input type="checkbox"/>			
		PLSLWD	\$670.00	Credit River Grant	<input type="checkbox"/>			
		Cooperator	\$0.00	Clean Water Fund	<input checked="" type="checkbox"/>			

*Over term of cost share contract

Matt Johnson Well Decommissioning

Cooperator & Location

Applicant(s):	Matt Johnson
Address:	5356 Hampton St NE, Prior Lake
Location:	Township: 115N Range: 22W Sect: 25
City/Town:	City of Prior Lake
Watershed:	33122
	Project ID: CP-15-161

Before Photo



Project Details

Practice

Well Decommissioning

Quantity: 1.0 Each Certified Complete: 4/7/2016

Resource Protected

Groundwater

Project Description

Well decommissioning is the sealing and permanent closure of an inactive, abandoned, or inoperable water well. This practice protects groundwater resources by preventing contaminated water or other potentially harmful fluids from flowing or being dumped into the well.

After Photo



Cost Analysis

Project Costs		Funding by Source		Grant Source	
Installation:	\$2,200.00	Federal	\$0.00	EPA-319	<input type="checkbox"/>
Incentives:	\$0.00	State	\$900.00	CWF	<input type="checkbox"/>
Total:	\$2,200.00	SWCD	\$0.00	DRAP	<input type="checkbox"/>
Targeted Project		PLSLWD		Approval Date	
<input type="checkbox"/>		\$900.00		10/20/2015	
Cooperator		\$400.00			

Proposed Project Fact Sheet



Connie Kochlin Waterways, CAPs, Diversions & Lined Outlet

Cooperator & Location

Applicant(s):	Connie Kochlin
Address:	213 Sunset Drive, Jordan
Location:	Township: 114N Range: 23W Sect: 25
City/Town:	Sand Creek Twp
Watershed:	33130
	Project ID: CP-13-642

Project Details

Practice

Waterways, CAPs, Diversions & Lined Outlet

Quantity/Units: 2,320.0 Lin Ft

Projected Installation: Fall 2016

Resource Protected

Sutton Lake

Project Description

A grassed waterway is a shaped or graded channel that is established with suitable vegetation to convey runoff from terraces, diversions, or other water concentrations at non-erosive velocities to a stable outlet. This practice is used to repair or prevent ephemeral (seasonal) or continual gully erosion, and to protect water quality. A combination of Waterways (3), Diversions (4), Critical Area Plantings (2) and a lined outlet will safely convey the water to eliminate ephemeral erosion to Sutton Lake.

Environmental Benefits

Parameter	Before	After	Saved
Soil Erosion (tons/yr)	75.6	0.0	75.6
Sediment Load (tons/yr)	75.6	0.0	75.6
Phosphorus Load (lbs/yr)	75.6	0.0	75.6
Runoff Reduction (acre ft)	0.0	0.0	0.0

Aerial View of Project Site

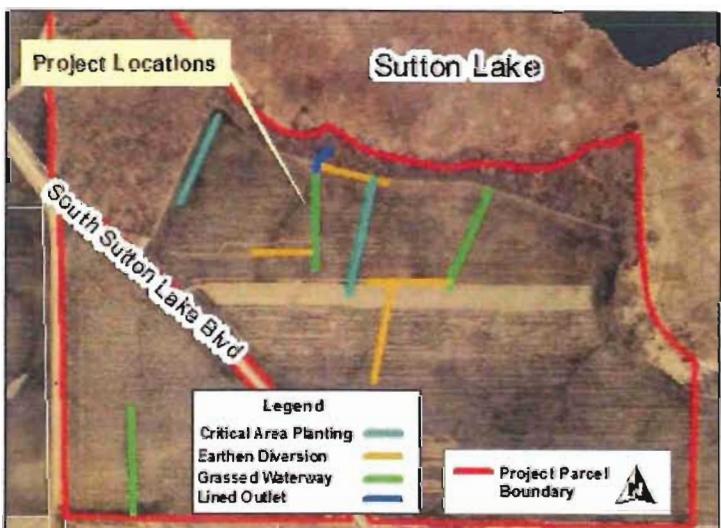


Photo of Current Project Site



Cost Analysis

Project Costs		Funding by Source		Approvals/Type		Unit Costs*		
Construction/ Seeding:	\$37,020.00	Federal	\$12,384.00	Approval Date	10/18/2016			
Incentives:	\$0.00	State	\$0.00	Target Project	<input type="checkbox"/>			
Total:	\$37,020.00	SWCD	\$20,934.00	EPA-319 Funds	<input type="checkbox"/>			
		PLSLWD	\$0.00	Credit River Grant	<input type="checkbox"/>			
		Cooperator	\$3,702.00	Clean Water Fund	<input checked="" type="checkbox"/>			

*Over term of cost share contract

Tim Krueger Filter Strip

Cooperator & Location

Applicant(s):	Tim Krueger
Address:	780 Country Trail East, Jordan
Location:	Township: 114N Range: 22W Sect: 7
City/Town:	Spring Lake Twp
Watershed:	33130
	Project ID: CP-15-019

Before Photo



Project Details

Practice

Filter Strip

Quantity: 1.7 Acres Certified Complete: 9/1/2015

Resource Protected

Unnamed tributary flowing into Spring Lake.

Project Description

This practice involves establishing and maintaining permanent vegetation along a stream, wetland or other environmentally sensitive area. Typically long and narrow features, filter strips are specifically designed to slow runoff and suspend contaminants that would otherwise discharge into the protected resource, including but not limited to sediment, organic matter, nutrients, and pathogens. Tim is installing 1.7 acres total on the north and south side of a drainage ditch that flows directly into Spring Lake.

Environmental Benefits

Parameter	Before	After	Saved
Soil Erosion (tons/yr)	0.1	0.0	0.1
Sediment Load (tons/yr)	13.8	4.8	9.0
Phosphorus Load (lbs/yr)	24.7	10.5	14.2
Runoff Reduction (acre ft)	0.0	0.0	0.0

After Photo



Cost Analysis

Project Costs		Funding by Source		Approval & Type		Unit Costs*		
Construction/ Seeding:	\$0.00	Federal	\$0.00	Approved Date	5/19/2015			
Incentives:	\$5,615.00	State	\$0.00	Target Project	<input type="checkbox"/>			
Total:	\$5,615.00	SWCD	\$4,211.25	EPA-319 Funds	<input type="checkbox"/>			
		PLSLWD	\$1,403.75	Credit River Grant	<input type="checkbox"/>			
		Cooperator	\$0.00	Clean Water Fund	<input checked="" type="checkbox"/>			

*Over term of cost share contract

Debra Larson Grassed Waterway

Cooperator & Location

Applicant(s):	Debra Larson
Address:	19415 Oelke Circle, Prior Lake
Location:	Township: 114N Range: 22W Sect: 21
City/Town:	Spring Lake Twp
Watershed:	33129
	Project ID: CP-14-242

Project Details

Practice

Grassed Waterway

Quantity: **170.0 Lin Ft** Certified Complete: 6/8/2016

Resource Protected

Type II Wetland

Project Description

The SWCD completed a conservation project on the Larson property in 1982. The original project consisted of the installation of a catch basin, underground tile to the CR #81 ditch and shaped waterway to convey storm water through the Larson property. Tree removal to open the canopy and provide light to the new seeding was completed along with shaping and adding topsoil to repair the gully. Erosion Control Blanket was installed to improve the seed germination and minimize erosion on the new waterway.

Environmental Benefits

Parameter	Before	After	Saved
Soil Erosion (tons/yr)	8.9	0.0	8.9
Sediment Load (tons/yr)	2.6	0.0	2.6
Phosphorus Load (lbs/yr)	2.6	0.0	2.6
Runoff Reduction (acre ft)	0.0	0.0	0.0

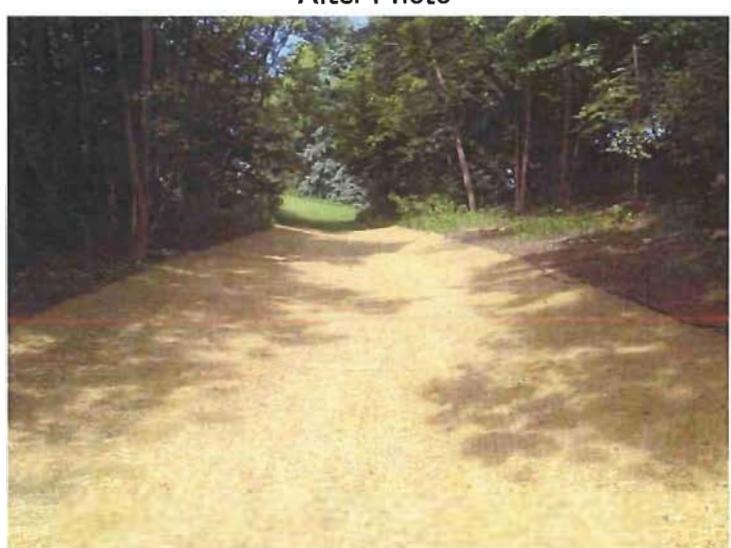
Cost Analysis

Project Costs		Funding by Source		Approval & Type		Unit Costs*		
Construction/ Seeding:	\$4,200.00	Federal	\$0.00	Approved Date	5/17/2016			
Incentives:	\$0.00	State	\$750.00	Target Project	<input type="checkbox"/>			
Total:	\$4,200.00	SWCD	\$2,400.00	EPA-319 Funds	<input type="checkbox"/>			
		PLSLWD	\$0.00	Credit River Grant	<input type="checkbox"/>			
		Cooperator	\$1,050.00	Clean Water Fund	<input checked="" type="checkbox"/>			

*Over term of cost share contract



Before Photo



After Photo

Completed Project Fact Sheet



Ernest & Denise Moen Raingarden

Cooperator & Location

Applicant(s): Ernest & Denise Moen
Address: 20220 Langford Way, Jordan
Location: Township: 114N Range: 22W Sect: 30
City/Town: Spring Lake Twp
Watershed: 33130 **Project ID:** CP-16-139

Project Details

Practice

Raingarden

Quantity: 2.0 Each **Certified Complete:** 6/27/2016

Resource Protected

Groundwater

Project Description

Raingardens are small and relatively inexpensive landscape features that individual homeowners, neighborhoods and businesses can install to help improve the quality of nearby lakes, rivers, and wetlands. They are constructed in a location where rain and snowmelt from rooftops, sidewalks, driveways and other impervious surfaces can collect. Water contained in the raingarden will soak or "infiltrate" and replenish groundwater. Perennial vegetation planted in the raingarden is carefully selected to not only beautify the landscape but also help filter out pollutants that runoff may have been picked up along the way.

Before Photo



After Photo



Cost Analysis

Project Costs		Funding by Source		Approval & Type	
Construction/ Seeding:	\$0.00	Federal	\$0.00	Approved Date	6/21/2016
Incentives:	\$500.00	State	\$0.00	Target Project	<input type="checkbox"/>
Total:	\$500.00	SWCD	\$0.00	EPA-319 Funds	<input type="checkbox"/>
		PLSLWD	\$500.00	Credit River Grant	<input type="checkbox"/>
		Cooperator	\$0.00	Clean Water Fund	<input type="checkbox"/>

Completed Project Fact Sheet**Anthony (Josh) Risberg Well Decommissioning****Cooperator & Location**

Applicant(s):	Anthony (Josh) Risberg
Address:	1771 Shoreline Boulevard, Shakopee
Location:	Township: 114N Range: 22W Sect: 5
City/Town:	City of Prior Lake
Watershed:	33129
	Project ID: CP-16-026

Project DetailsPractice**Well Decommissioning**

Quantity: 1.0 Each Certified Complete: 5/20/2016

Resource Protected**Groundwater**Project Description

Well decommissioning is the sealing and permanent closure of an inactive, abandoned, or inoperable water well. This practice protects groundwater resources by preventing contaminated water or other potentially harmful fluids from flowing or being dumped into the well.

Before Photo**After Photo****Cost Analysis**

Project Costs		Funding by Source		Approval & Type	
Construction/ Seeding:	\$1,750.00	Federal	\$0.00	Approved Date	3/15/2016
Incentives:	\$0.00	State	\$631.87	Target Project	<input type="checkbox"/>
Total:	\$1,750.00	SWCD	\$0.00	EPA-319 Funds	<input type="checkbox"/>
		PLSLWD	\$631.88	Credit River Grant	<input type="checkbox"/>
		Cooperator	\$486.25	Clean Water Fund	<input type="checkbox"/>

Jerome Roach Grassed Waterway

Cooperator & Location

Applicant(s): Jerome Roach
Address: 19375 Fairlawn Ave, Prior Lake
Location: Township: 114N Range: 22W Sect: 22
City/Town: Spring Lake Twp
Watershed: 33129 **Project ID:** CP-15-008

Project Details

Practice

Grassed Waterway

Quantity: 770.0 Lin Ft Certified Complete: 5/10/2016

Resource Protected

Type III Cattail Wetland

Project Description

A grassed waterway is a shaped or graded channel that is established with suitable vegetation to convey runoff from terraces, diversions, or other water concentrations at non-erosive velocities to a stable outlet. A small grassed Waterway is planned to convey water to the edge of the field.

Environmental Benefits

Parameter	Before	After	Saved
Soil Erosion (tons/yr)	31.9	0.0	31.9
Sediment Load (tons/yr)	31.9	0.0	31.9
Phosphorus Load (lbs/yr)	31.9	0.0	31.9
Runoff Reduction (acre ft)	0.0	0.0	0.0

Before Photo



After Photo



Cost Analysis

Project Costs		Funding by Source		Approval & Type		Unit Costs*		
Construction/ Seeding:	\$6,030.00	Federal	\$1,253.25	Approved Date	4/21/2015			
Incentives:	\$0.00	State	\$0.00	Target Project	<input type="checkbox"/>			
Total:	\$6,030.00	SWCD	\$0.00	EPA-319 Funds	<input type="checkbox"/>			
		PLSLWD	\$3,269.25	Credit River Grant	<input type="checkbox"/>			
		Cooperator	\$1,507.50	Clean Water Fund	<input type="checkbox"/>			

*Over term of cost share contract

Jerome Roach Water and Sediment Control Basin

Cooperator & Location

Applicant(s):	Jerome Roach		
Address:	19375 Fairlawn Ave , Prior Lake		
Location:	Township: 114N	Range: 22W	Sect: 22
City/Town:	Spring Lake Twp		
Watershed:	33129	Project ID:	CP-14-176

Before Photo



Project Details

Practice

Water and Sediment Control Basin

Quantity: 1.0 Each Certified Complete: 12/30/2015

Resource Protected

Type III Restored Wetland

Project Description

A water and sediment control basin is an earthen embankment or a combination ridge and channel constructed at the head of an ephemeral (annual recurring) gully. A small grassed waterway (85ft) will be constructed upstream of the WASCB intake due to erosion evident at property line.

Environmental Benefits

Parameter	Before	After	Saved
Soil Erosion (tons/yr)	40.8	0.0	40.8
Sediment Load (tons/yr)	11.1	0.0	11.1
Phosphorus Load (lbs/yr)	11.1	0.0	11.1
Runoff Reduction (acre ft)	0.0	0.0	0.0

After Photo



Cost Analysis

Project Costs	
Earthwork	\$2,720.00
Materials/Labor	\$3,990.00
Stabilization	\$250.00
Total:	\$6,960.00

Funding by Source	
Federal	\$3,494.67
State	\$0.00
SWCD	\$0.00
PLSLWD	\$1,725.33
Cooperator	\$1,740.00

Approval & Type	
Approved Date	4/21/2015
Target Project	<input type="checkbox"/>
EPA-319 Funds	<input type="checkbox"/>
Credit River Grant	<input type="checkbox"/>
Clean Water Fund	<input type="checkbox"/>

Unit Costs*		
	Sediment (\$/Ton)	Phos (\$/Pound)
SWCD	\$0	\$0
PLSLWD	\$16	\$16
All Sources	\$63	\$63

*Over term of cost share contract

James D. Rockwell Well Decommissioning

Cooperator & Location

Applicant(s):	James D. Rockwell
Address:	17141 Sunset Ave , Shakopee
Location:	Township: 114N Range: 22W Sect: 8
City/Town:	City of Prior Lake
Watershed:	33129
	Project ID: CP-15-142

Before Photo



Project Details

Practice

Well Decommissioning

Quantity: 1.0 Each Certified Complete: 3/25/2016

Resource Protected

Groundwater

Project Description

Well decommissioning is the sealing and permanent closure of an inactive, abandoned, or inoperable water well. This practice protects groundwater resources by preventing contaminated water or other potentially harmful fluids from flowing or being dumped into the well.

After Photo



Cost Analysis

Project Costs	
Materials/Labor	\$1,905.00
Permit Fee	\$100.00
Total:	\$2,005.00

Funding by Source	
Federal	\$0.00
State	\$857.25
SWCD	\$0.00
PLSLWD	\$857.25
Cooperator	\$290.50

Approval & Type	
Approved Date	9/15/2015
Target Project	<input type="checkbox"/>
EPA-319 Funds	<input type="checkbox"/>
Credit River Grant	<input type="checkbox"/>
Clean Water Fund	<input type="checkbox"/>

Cindy Sellin Shoreline Protection

Cooperator & Location

Applicant(s):	C Cindy Sellin
Address:	4221 Grainwood Circle NE, Prior Lake
Location:	Township: 115N Range: 22W Sect: 35
City/Town:	City of Prior Lake
Watershed:	33122 Project ID: CP-16-167

Project Details

Practice

Shoreline Protection

Quantity/Units: 72.0 Lin Ft

Projected Installation: November 2016

Resource Protected

Prior Lake

Project Description

This practice involves establishing and maintaining permanent vegetation along a stream, wetland or other environmentally sensitive area. Typically long and narrow features, filter strips are specifically designed to slow runoff and suspend contaminants that would otherwise discharge into the protected resource, including but not limited to sediment, organic matter, nutrients, and pathogens.

Aerial View of Project Site



Photo of Current Project Site



Cost Analysis

Project Costs		Funding by Source		Approvals/Type	
Construction/ Seeding:	\$1,222.60	Federal	\$0.00	Approval Date	8/16/2016
Incentives:	\$0.00	State	\$0.00	Target Project	<input type="checkbox"/>
Total:	\$1,222.60	SWCD	\$0.00	EPA-319 Funds	<input type="checkbox"/>
		PLSLWD	\$611.30	Credit River Grant	<input type="checkbox"/>
		Cooperator	\$611.30	Clean Water Fund	<input type="checkbox"/>

Kevin Stocke Well Decommissioning

Cooperator & Location

Applicant(s): Kevin Stocke
Address: 17025 Mushtown Rd, Prior Lake
Location: Township: 114N Range: 22W Sect: 11
City/Town: City of Prior Lake
Watershed: 33122 **Project ID:** CP-16-055

Before Photo



Project Details

Practice

Well Decommissioning

Quantity: 1.0 Each Certified Complete: 9/7/2016

Resource Protected

Groundwater

Project Description

Well decommissioning is the sealing and permanent closure of an inactive, abandoned, or inoperable water well. This practice protects groundwater resources by preventing contaminated water or other potentially harmful fluids from flowing or being dumped into the well.

After Photo



Cost Analysis

Project Costs		Funding by Source		Approval & Type	
Construction/ Seeding:	\$1,820.00	Federal	\$0.00	Approved Date	4/19/2016
Incentives:	\$0.00	State	\$200.00	Target Project	<input type="checkbox"/>
Total:	\$1,820.00	SWCD	\$0.00	EPA-319 Funds	<input type="checkbox"/>
		PLSLWD	\$200.00	Credit River Grant	<input type="checkbox"/>
		Cooperator	\$1,420.00	Clean Water Fund	<input type="checkbox"/>

Completed Project Fact Sheet**Linda Wiecher Raingarden****Cooperator & Location**

Applicant(s): Linda Wiecher
Address: 5455 Shore Trail NE, Prior Lake
Location: Township: 115N Range: 22W Sect: 25
City/Town: City of Prior Lake
Watershed: 33122 **Project ID:** CP-16-118

Project DetailsPractice**Raingarden**

Quantity: 3.0 Each **Certified Complete:** 6/2/2016

Resource Protected**Prior Lake**Project Description

Linda has drainage issues on her property and planting raingardens has improved the problems greatly! A raingarden is an excavated area that is dug out to form a basin, incorporated with compost, covered in mulch, and planted with a diversity of native vegetation. Storm water is directed to the raingarden where it percolates through the mulch and soil reducing the discharge of pollutants to surface and ground waters.

Before Photo**After Photo****Cost Analysis****Project Costs**

Construction/ Seeding:	\$403.11
Incentives:	\$750.00
Total:	\$1,153.11

Funding by Source

Federal	\$0.00
State	\$0.00
SWCD	\$0.00
PLSLWD	\$750.00
Cooperator	\$403.11

Approval & Type

Approved Date:	5/17/2016
Target Project:	<input type="checkbox"/>
EPA-319 Funds	<input type="checkbox"/>
Credit River Grant	<input type="checkbox"/>
Clean Water Fund	<input type="checkbox"/>

2016 ACCOMPLISHMENT REPORT

Scott Soil and Water Conservation District

Introduction

The Scott Soil and Water Conservation District (SWCD) provided the District with a variety of conservation services to support implementation of its Water Resources Management Plan. Services include conservation technical assistance and cost share, farmer led council support, monitoring and data collection, and education programming.

These services are delivered on a time and materials basis in accordance with our annual services agreement, which includes a detailed work plan and budget. Individual line item costs may vary as the year progresses due to unpredicted needs and circumstances; however, the Scope is capped with an overall not-to-exceed amount. For 2016 this was **\$99,300**.

The SWCD occasionally also provides technical services outside of the approved Scope. These miscellaneous services are provided on an as-requested basis via separate work order or memoranda. Costs for additional technical services do not apply to the not-to-exceed amount.

TASK I. Technical Assistance and Cost Share (TACS)

The purpose of the TACS program is to increase adoption of conservation practices by landowners in the District. This includes farmers, shoreline property owners, and other urban and rural residents. The TACS program achieves this specifically by removing barriers related to implementation, including awareness (i.e. "what changes can or should I make?) and ability (how do I make changes and how do afford them?)

We target our time and resources whenever we can towards high value water quality, runoff reduction, and water storage projects. We also, however, assist landowners who come to us for help with resource issues that most concern them--even if they may not align perfectly with District or SWCD priorities. A balance of both approaches is required to ensure we can build and maintain positive, long term relationships and trust within the watershed community. We know water quality cannot improve unless the majority of private landowners in the watershed change their day-to-day practices. Without good relationships or trust, our water quality message is less likely to be accepted in the community, and landowners will be more hesitant to invest time or capital into changing their attitudes and behaviors.

A. Conservation Marketing and Outreach

The SWCD initiated two (2) comprehensive marketing and outreach campaigns aimed at promoting conservation practices. One of them targeted lands where priority potential projects were identified in the 2014 West Upper Watershed Assessment. The other targeted potential lands for native prairie restoration. Both campaigns were focused on water quality improvement and runoff reduction in the Spring Lake watershed. Comprehensive marketing and outreach campaigns generally include:

- Identifying targeted parcels and gathering landowner and renter contact information
- Preparing mail lists, personalized letters and informational materials
- Sending letters and following up with phone calls and door-to-door visits
- Providing information about issues, solutions and available assistance
- Tracking progress

Results

West Upper Watershed - Spring Lake Subwatershed Analysis

- 24 priority sites were identified in the SWA (55 potential practices) on land controlled by 17 landowners

- Of the 55 potential practices, 5 were already planned and are ready for construction in 2017
- Sent personalized letter; followed up with calls and door-to-door visits
- To date 4 landowners have responded with interest, but we haven't yet touched base with everyone
- Some identified sites may no longer be a concern or were the result of a single large storm event
- Other areas of concern/practices may be revealed as on-site visits are made

Native Prairie Restoration

- Held workshop on May 5 at Spring Lake Town Hall (direct mailed over 160 invitations to targeted landowners; received 11 RSVP's; 4 attended)
- Began planning a comprehensive marketing and outreach campaign for 2017
- Identified 190 (30 additional) landowners in the District to be reached with the campaign
- Will send letters followed up by calls and door-to-door visits beginning this winter
- Planning a second Native Prairie workshop for March 2

B. Landowner Follow-up

The SWCD assisted landowners who requested help with resource interests or concerns ranging from cropland erosion and water quality to shoreline and habitat improvement. Landowners included individuals who responded to targeted outreach efforts as well as individuals that called or visited our office on their own. Follow up may include any one or all of these activities:

- Visit with landowner by phone and/or on-site visit
- Conduct preliminary off-site and/or on-site research
- Discuss potential issues, solutions and costs
- Provide information about available technical and/or financial assistance

Not all follow-up contacts result in a project or other quantifiable improvement to water quality. On average, 30–40% of landowners we follow up with result in an actual project. In the other 60–70% of cases, service concludes with providing information or a recommendation.

Results

The SWCD received and provided follow-up assistance to 34 new requests for conservation assistance, as summarized below.

<u>Interest/Concern</u>	<u>Requests</u>	<u>Completed Project</u>	<u>Planned Project</u>	<u>Result</u> <u>No Project/Unsure</u>
Cover Crops/Soil Health	1	1		
Cropland erosion	2		1	1
Filters/Riparian Buffers	3	1	2	
Flooding/Drainage	1			1
Flood Damage 2014 Disaster	1	1		
Lakeshore Erosion/Restoration	8	3		5
Native Prairie Restoration	3			3
Non-cropland Erosion	1			1
Nutrient Management	4	4		
Planning/Certification	1	1		
Raingarden	7	2	1	4
Well Abandonment	2	2		
Total	34	15 (44%)	4 (12%)	15 (44%)

C. Livestock/Commodity Producer Assistance

The SWCD provides technical support to livestock and commodity producers on conservation measures providing water quality benefits. This includes facility planning, nutrient management planning, manure and other soil amendment utilization and permitting advice.

Results

The SWCD assisted 6 producers, as listed below.

Type of assistance	Producers assisted
Equipment rental services	3
Animal waste management planning	1
Livestock facility/farmstead planning	1
Regulatory Investigations/Support	1

D. Project Design, Construction and Cost Share assistance

The SWCD administers a cost share program that is tailored to comply with cost share policies adopted by the District. Services are initiated when follow-up activities under B. above result in the landowner wanting to move forward with a project. Activities generally include the following, but can vary significantly from project to project:

- Project scoping and feasibility (site investigation, survey, preliminary design, cost estimate, etc)
- Prepare and process cost share applications and payments
- Complete project design and construction documents
- Construction oversight and certification

Results

Worked on 26 projects in 2016, as listed in Exhibit A.

E. Status Reviews

Most projects installed with local, state or federal cost share funds are inspected to ensure the responsible party is complying with their Operations and Maintenance (O&M) plan. Inspections are completed the 1st, 5th, and 9th year following certification.

Result

The SWCD completed 17 status reviews in the District, as listed below.

Cooperator	Practice	Date Installed
Asdel, Rich & Cathy	Shoreline Protection	2015
Carlson, Cathy	Shoreline Protection	2015
Harbor City Church	Grade Stabilization	2011
Hartell, Carl	Filter Strip	2015
Hauer, Gene and Virginia	Filter Strip	2007
Hylland, Jeff	Filter Strip	2015
Klehr, Richard	Grassed Waterway	2015
Krueger, Tim	Filter Strip	2015
Kubat, Mary Kay	Shoreline Protection	2015
Roach, Jerome	Wetland Restoration	2011
Roach, Jerome	Water and Sediment Basin	2015
Schindeldecker, Eric	Native Prairie Restoration	2011
Schoot, Art	Shoreline Protection	2011

Schultz, Dorothy	Filter Strip	2007
Stemig, Steve & Linda	Filter Strip	2015
Stromme, Marleen	Shoreline Protection	2015
Wormer, Willard	Filter Strip	2007

The result of our status reviews revealed that all practices are being satisfactorily maintained.

TASK II. Farmer-Led Council

The SWCD provided ongoing technical support to the Farmer Led Council (FLC)

Results

- Helped plan and coordinate meeting times and agendas
- Participated in four meetings, one for the H & H study
- Provided input on program goals, policies and implementation
 - Established a “Lake Friendly Farm” certification program to serve as means for assessing, documenting and measuring progress towards goals of the FLC and District
- Assisted producers participating in cost share program, including approval of 6 applications for cost share (see Exhibit A) and distribution of 9 water quality inlets to 3 producers.

TASK III. Monitoring and Data Collection

The SWCD assisted the District with implementing its 2016 stream flow and water quality monitoring program.

Results

- Three (3) multi-site deployments
- Seventeen (17) flow measurements
- QA/QC deployment and DLO data
- Assisted in mounting of a staff gage at Fish Lake outlet.
- Surveyed culvert elevation on south east side of Crystal Lake
- Assisted with culvert clean out near ditch monitoring site
- Assisted with maintenance of Prior Lake outlet structure

See Exhibit A for a more detailed report of monitoring assistance.

TASK IV. Other Technical/Field Services

The SWCD provides various technical services on an as-requested basis, including but not limited to:

- Surveying
- Mapping/GIS analysis
- Signage
- Resource concern investigations
- Erosion and sediment control inspections

Results

Completed topographic survey for Robling wetland site

TASK V. EDUCATION PROGRAMMING

Scope of Work

The SWCD provides various educational programming services. Activities include those identified in the annual Scott Clean Water Education Program (SCWEP) work plan, as well as special, local educational activities identified and requested by the District. The District is a SCWEP partner.

Results

- Planned and hosted five workshops:
 - Restore Your Shoreline (4/7/16)
 - Spring Lake Town Hall, 12 total attendees, 3 from PSLWD
 - Raingarden design and construction (4/19/16 and 4/23/16)
 - Spring Lake Town Hall and Scott Co. Fairgrounds, 34 total attendees, 10 from PSLWD
 - Planting Native Prairie Workshop (5/5/16)
 - Spring Lake Town Hall, 11 attendees, 4 from PSLWD
 - Natural Shoreline Restoration (10/6/16)
 - Spring Lake Town Hall, 20 total attendees, 10 from PSLWD
- Finalized and printed “Salt Pollutes” Rack Card and Display Banner
- Provided support and assistance with two (2) PSLWD-sponsored events
 - Spring Clean Water Clean-Up (5/1/16)
 - Fall Clean Water Clean-Up (10/30/16)
- Other, countywide SCWEP activities
 - Outdoor Education Day – 9/20/16 to 9/23/16
 - Cedar Lake Farm Region Park; 1206 5th-grade students
 - Rotating Library Displays
 - Six libraries throughout Scott County; seasonal messaging
 - Event participation
 - Jordan Showcase – 4/3/16
 - U of M Extension’s Garden Fever – 3/5/16
 - Scott County Fair – 7/27/16 to 7/31/16
 - Prior Lake Fall Community Fest – 9/19/16
 - Coordinated media plan, leading publication of over thirty (30) conservation-related articles. Examples with direct local impact include
 - Workshop and community event advertising and promotion
 - Environmentally-friendly lawn care and snow and ice removal
 - Local conservation success stories and awards
 - Planting and maintaining native grasses
 - Water quality awareness for Spring Lake
 - Cover crops
 - Farmer-led Council

TASK & BUDGET SUMMARY

Approved

Task	Description	Budget	Invoiced
I	Technical Assistance and Cost Share	\$33,500	\$37,053
	General Cost Share	\$30,000	\$12,200
II	Farmer-Led Council Support	\$5,000	\$4,508
	Farmer-Led Council Cost Share	\$16,000	\$7,227
III	Monitoring and Data Collection	\$4,800	\$4,800
V	Education Programming	\$10,000	\$4,603
Total		\$99,300	\$70,391

Subject to request

Task	Description	Amount	Invoiced
III	Misc. data collection and monitoring	\$3,400	\$3,244
IV	Other Technical/Field Services	\$10,000	\$1,955
V	Education supplies	\$2,000	\$0
Grand Total		\$15,400	\$5,199

Exhibit A
Summary of Cost Share Projects Completed in 2016

Landowner*	Practice	Qty	Units	P**	Source	Amount	Status
COMPLETED IN 2016							
Beman, Brian*	Well Decommission	1	Each	-	PLSL General CS SWCD State CS Landowner	\$398 \$398 \$153	Issued final payment
Fahrenkamp, Hazel	Filter Strip	0.6	Acres	2.7	SWCD CWF Grant	\$1,800	Issued first half payment
Fahrenkamp, Hazel	Filter Strip	2	Acres	26.3	SWCD CWF Grant	\$6,000	Issued first half payment
Harbor City Church*	Grade Stab. Structure (repair)	1	Each	0	SWCD Flood CS Landowner	\$11,034 \$1,226	Issued final payment
Hartell, Carl*	Filter Strip	0.46	Acres	3.2	PLSL General CS SWCD CWF Grant	\$319 \$956	Issued final payment
Hentges, Joe	Variable Rate Application	239.4	Acres	-	Farmer-Led Council CS	\$2,394	Issued final payment
Hentges, Joe	Cover Crop	36.9	Acres	-	Farmer-Led Council CS	\$3,321	Processing payment
Hylland, Jeff*	Filter Strip	0.67	Acres	7.2	PLSL General CS SWCD CWF Grant	\$670 \$2,680	Issued final payment
Johnson, Matt*	Well Decommission	1	Each	-	PLSL General CS SWCD State CS Landowner	\$900 \$900 \$400	Issued final payment
Klingberg, Jim	Variable Rate Application	26.7	Acres	-	Farmer-Led Council CS	\$267	Processing payment
Krueger, Tim*	Filter Strip	1.66	Acres	14.2	PLSL General CS SWCD CWF Grant	\$1,404 \$4,211	Issued final payment
Larson, Debra*	Grassed Waterway	170	Lin Ft	2.6	SWCD State CS SWCD CWF Grant Landowner	\$750 \$2,400 \$1,050	Issued final payment
Lydia Zion Church	Native Prairie Restoration	2.6	Acres	2.1	PLSL General CS SWCD CWF Grant Landowner	\$1,445 \$4,334 \$579	Issued first half payment
Moen, Ernest & Denise*	Raingarden	2	Each	-	PLSL General CS Landowner	\$500 \$500	Issued final payment
O'Loughlin, Tim	Variable Rate Application	280	Acres	-	Farmer-Led Council CS	\$2,800	Processing payment
R & S Farms	Variable Rate Application	30.5	Acres	-	Farmer-Led Council CS	\$305	Issued final payment
Risberg, Tony*	Well Decommission	1	Each	-	PLSL General CS SWCD State CS Landowner	\$632 \$632 \$486	Issued final payment
Roach, Jerome*	Water and Sediment Basin	1	Each	11.1	NRCS EQIP PLSL General CS Landowner	\$3,495 \$1,725 \$1,740	Issued final payment

Roach, Jerome*	Grassed Waterway	770	Lin Ft	31.9	NRCS EQIP PLSL General CS Landowner	\$1,253 \$3,269 \$1,507	Issued final payment
Rockwell, James* D.	Well Decommission	1	Each	-	PLSL General CS SWCD State CS Landowner	\$857 \$857 \$290	Issued final payment
Sellin, Cindy*	Natural Shoreline Restoration	72	Lin Ft	-	PLSL General CS Landowner	\$611 \$611	Issued final payment
Stocke, Kevin*	Well Decommission	1	Each	-	PLSL General CS SWCD State CS Landowner	\$200 \$200 \$1420	Issued final payment
Vierling, Mike	Variable Rate Application	146.1	Acres	-	Farmer-Led Council CS	\$1,461	Processing payment
Wiecher, Linda*	Raingarden	3	Each	-	PLSL General CS Landowner	\$750 \$403	Issued final payment
Total			101.3			\$74,098	
APPROVED IN 2016; CONSTRUCTION IN 2017							
Kochlin, Connie*	Grassed Waterway	1300	Lin Ft	75.6	NRCS EQIP SWCD CWF Grant Landowner	\$12,384 \$20,934 \$3,702	Ready for construction
Sweet, Karen	Natural Shoreline Restoration	150	Lin Ft	-	PLSL General CS Landowner	\$535 \$535	Ready for construction

* Project Fact Sheet enclosed

** Phosphorus loading reduction in total pounds per year, measured at point of discharge to nearest water resource.

Summary by Source*

Farmer Led Council	\$8,154
Landowner	\$10,365
NRCS EQIP	\$4,748
PLSL General CS	\$13,680
SWCD CWF Grant	\$22,380
SWCD Flood Grant	\$11,034
SWCD State CS	\$3,737
Total	\$74,098

*Some project funds encumbered in prior years

Exhibit B
Summary Report of Monitoring Activities performed for PSLWD in 2016

Water Quality sampling/measuring

Remote Deployments – We deployed a set of three remote sondes three different times this year. The deployments occurred in sites FC_CD1, FC_CD2, and FC_CD3 on 4/20/16, 7/5/16, and 9/7/16. These deployment dates capture the full seasonality of stream chemistry. Rain event forecasting determined the exact date of deployment with the intention of capturing at least one runoff event during each deployment. Twice per week during each deployment, sondes were scrubbed clear of debris and a comparison sonde reading was taken. Each deployment captured about 2 weeks of data.

Flow measurements

Flow measurements in 2016 totaled 17.

- 8 flows taken at prior lake outlet structure.
- 3 flows taken at ST_5B
- 2 flows taken at FC_CD1
- 1 flow taken at ST_5E
- 1 flow taken at ST_14
- 1 flow taken at ST_19
- 1 flow taken at ST_21

Data management

- Data from the remote sonde deployments were quality checked and compiled in a usable format. This includes correcting for any drift between calibration and comparison sonde readings. Additionally, each parameter collected is displayed in graph form with important rain events described.
- Reviewed and submitted final Dean Lake outlet (DLO) 2015 dataset to MnPCA EQuIS database.

Other work

- Assisted in mounting of a staff gage to inside of concrete box culvert at fish lake outlet.
- Surveyed culvert elevation on south east side of Crystal Lake to use as lake level reference point.
- Assisted with culvert clean out near ditch monitoring site by county highway department.
- Greased and exercised prior lake outlet structure control gates as part of annual maintenance.

PRIOR LAKE - SPRING LAKE

WATERSHED DISTRICT

**2017 PRIOR LAKE SPRING LAKE COST SHARE PROGRAM
CONSERVATION PRACTICE PAYMENT DOCKET**

The Prior Lake Spring Lake Watershed District (PLSLWD) Cost Share Program was created to provide funds to landowners for the implementation of conservation practices that protect and improve water quality in rivers, lakes, streams and other valuable water resources located in the District's jurisdictional area. Landowners, citizen groups and local units of government can request financial and technical assistance from PSLWD and the Scott Soil and Water Conservation District (SWCD) through the cost share program for implementation of conservation practices. All requests are subject to approval by the PSLWD Board of Managers.

This Conservation Practice Payment Docket lists practices that have been authorized for payments under the PSLWD Cost Share Program. The docket consists of three parts: Program Provisions, General Conservation Practice Provisions, and Specific Conservation Practice Provisions. The Program and General Conservation Practice Provisions list the requirements that are applicable to all or multiple practices. The Specific Provisions list the payment method, rates and limits, practice lifespan, and specific provisions for each conservation practice.

PROGRAM PROVISIONS

The following provisions are requirements for cost share funding under this program:

ELIGIBILITY:

1. PSLWD Cost Share Program payments are only authorized for practices listed in the docket. Non-docket practices required for the implementation of a docket practice shall be considered components of and subsidiary to the docket practice. Conservation payments for components will be included with the docket practice.
2. Cost share assistance is authorized for conservation practices that:
 - a. Are designed and constructed following the contents of appropriate and most current technical standards, including but not limited to: the NRCS Field Office Technical Guide, MPCA Stormwater Manual, MPCA Protecting Water Quality in Urban Areas, NPDES General Stormwater Permit for Construction Activity, Minnesota Urban Small Sites BMP Manual, and other applicable local, state and federal regulations and standards.
 - b. Meet the general and specific conservation practice provisions for each practice included in the docket.
 - c. Provide documentable environmental benefits, including but not limited to nutrient, sediment and runoff volume reductions, from the benchmark condition.
 - d. Do not address erosion resulting from the direct impacts of development, unless the development occurred prior to applicable standards, such as NPDES permitting.
3. Cost share assistance may be authorized for repairs to existing practices if:
 - a. The practice was not previously cost shared, or was cost shared but is beyond the contract term and the risk of failure poses significant threat to water quality or infrastructure; or
 - b. The practice was cost shared and is within the contract term, but damage was caused by an act of God and the risk of failure poses significant threat to water quality or infrastructure
4. A cost share agreement may be amended to cover costs associated with re-grading, re-seeding and re-mulching cost share projects that have experienced erosion prior to final certification, as determined reasonable and necessary by the authorized Technical Representative. The cost share rate shall not exceed the rate set in the approved contract.
 - a. Amendments of greater than 10% of the original cost share amount shall be approved by the PSLWD if the amendment causes the project to exceed \$100/Lb. of Phosphorus and/or to exceed \$7,500 in total PSLWD cost share. Amendments of 10% or less than the original cost share amount may be approved by the SWCD.
5. Cost share may be authorized for costs associated with installation of more durable erosion control measures, including but not limited to substituting crimped mulch with erosion control blanket, as determined reasonable and cost effective by the authorized Technical Representative. This applies to projects that are cost shared through the PSLWD and/or another funding source.
6. Applicants who start a practice before a contract is officially approved do so at their own risk and are not guaranteed funding. Any work that starts before the applicant signs the contract is ineligible for PSLWD financial assistance for that practice. Work that starts after the application is signed but before it is officially approved is eligible for reimbursement provided: a) an official waiver form is signed by the applicant before any work commences; and b) the contract is officially approved.

7. The PSLWD may require a cooperator to implement additional practices as a condition of cost share approval if the additional practice or practices are vital to ensuring the integrity and/or benefit of the original practice. The PSLWD may deny cost share for projects on parcels that are not compliant with federal, state or local rules or regulations.

PAYMENT METHODS:

8. Two types of payment methods are used in this program: incentive payments and cost sharing.
 - a. Incentive Payments:
 1. One Time Incentive Payment – Payment is made upon certification of practice implementation.
 2. Annual Incentive Payment – Payment is calculated for a specified number of years. Payment is made in two to four installments, of which the first installment shall be made upon certification of installation and the second and any subsequent installments shall be upon certification of establishment. A single payment may be authorized for annual incentive payment projects if the site is already established, as certified by the technical representative
 - b. Cost Sharing Payments: Cost sharing is reimbursement to a participant to help offset the construction costs associated with implementing a practice. The maximum cost share rate for 2015 PSLWD contracts with private landowners or land occupiers is listed for each practice and shall be considered the maximum rate of actual construction costs or the estimated cost (whichever is less) of implementing the practice.
 1. The maximum cost share rate for municipalities may not exceed 50%.
 2. Individuals with the appropriate technical approval authority must be involved in the preparation of cost estimates, either as preparer or reviewer.
9. The maximum rates listed in this docket are not guaranteed rates. The Board may reduce the maximum rate depending on the public benefit.
10. Other sources of cost share, including state and federal, shall be used whenever possible before, either solely or in conjunction with PSLWD funds. The total payment to the landowner shall not, however, exceed the maximum cost share or incentive rate listed in the PSLWD Cost Share Docket. Other program rules regarding maximum payment rates and other limitations shall be observed.

Some conservation practices require the applicant to apply for cost share from other sources (e.g. EQIP) before being eligible to receive PSLWD cost share. An applicant may apply for a waiver from this provision using a form provided by the SWCD. The SWCD Board may approve a waiver request upon determination that compliance with this provision would delay project construction, resulting in a significant increase in risk to public health, safety or the environment that could otherwise be avoided. Approved waiver requests shall be reported to the PSLWD Administrator.

11. The amount to be cost shared will be limited to that required for the practice to be installed. When additional or alternative work or material is performed or used at the landowner's request, any costs greater than the minimum required for the practice will be borne by the owner. Maximum rates for in-kind labor costs shall be consistent with the most current Iowa Custom Rate Survey. Higher rates may be allowed in special circumstances, as determined necessary and reasonable by the SWCD.
12. Practices that cost share on seeding will include all associated costs needed to implement the seeding plan.

APPROVAL PROCESS:

13. Applications for funding will be considered after completed applications are received. Applications for cost share and/or incentive totaling \$7,500 or more in PSLWD funding shall be considered by the PSLWD Board. Applications for projects exceeding \$100/pound of phosphorus removed (calculated on an annual basis) shall also be approved by PSLWD Board, except for the following practices when the total PSLWD funding amount is less than \$7,500: bio-retention basins, cover crops, shoreline restoration or stabilization, nutrient management, native prairie restoration, waste storage facility, wetland restoration, well decommission, and riparian buffers. Applications not requiring PSLWD Board consideration may be approved by the SWCD Board, subject to available funds and compliance with this docket and other applicable PSLWD policies.
14. Approvals of applications for cost share are subject to the availability of funding.
15. The SWCD shall send a letter notifying applicants of action taken by the approving authority. The letter shall, at a minimum, include a copy of the signed and dated contract and explain the next steps. Letters shall also be sent when any Board of administrative action is taken to cancel a contract. A letter is not required for contract amendments.
16. Contracts (i.e. approved applications) exceeding \$20,000 total PSLWD funds shall be recorded on the property title at the county recorder's office. Recording of the contract notifies subsequent buyers of the existence of the practice or practices on the property and their obligation to maintain these practice(s) during the effective life. Procedures for recording shall follow guidance developed by the Board of Soil and Water Resources for the recording conservation practices.

EARNEST ACCOUNT:

17. Landowners requesting cost share funds for lakeshore restoration projects shall provide earnest money of \$250.00 per application. Earnest funds shall be collected prior to preparation of any preliminary design or application, and will be returned upon certification of the completed practice. Projects cancelled by the applicant will forfeit the earnest money.

PAYMENT PROCESS:

18. The following documentation shall be required as a condition for payment:
 - a. Approved Certification Form for incentive payments;
 - b. Approved Voucher Form for cost share payments; and
 - c. Copies of receipts and/or paid invoices for all expenses. Applicants requesting reimbursement for in-kind services shall submit a signed statement indicating the service(s) provided, rate, quantities.

The SWCD District Manager is authorized to approve payments. The District Manager shall present any approved payments to the SWCD Board for their certification at their next scheduled regular Board meeting.

REPAYMENT OF FUNDS:

19. Should the applicant remove or fail to maintain the practice during its effective life, the applicant is liable to the PSLWD for up to 105% of the full amount of financial assistance received to install and establish the practice. The applicant is not liable for cost-share assistance received if the failure was caused by reasons beyond the applicant's control.

GRANT PROVISIONS:

20. For projects cost shared using funds from a federal, state or other non-local grant source, the cost share rates, eligible practices, and other related provisions set forth in the approved grant agreement, if different, shall prevail.

GENERAL CONSERVATION PRACTICE PROVISIONS

The following provisions apply to the design and construction of conservation practices:

- 1) **Soil Testing:** A soil test may be required for any practice that targets the reduction of phosphorus. The purpose of the soil test is to determine nutrient content of the soil so that more accurate estimates of phosphorus loading and reductions can be made. A soil test shall be performed for any practice requiring seeding of cool season, non-native grasses if the cooperator or contractor applies fertilizer in excess of the following rate per acre: Nitrogen (N) 80 lbs., Phosphoric Acid (P₂O₅) 80 lbs., and Potash (K₂O) 80 lbs. All soil tests shall be from a soil testing laboratory shown on the Minnesota Department of Agriculture's list of approved Soil Testing Laboratories. Application rates of lime, commercial fertilizer, and manure shall be based on University of Minnesota recommendations, or from North Dakota's or South Dakota's Land Grant University. Soil testing requirements may be waived if acceptable soil tests from the site were taken within the previous three years.
- 2) **Wetland Protection:** NRCS Wetland Policy as found in the General Manual 190, Part 410 must be followed. This policy provides direction to the agency for compliance with the National Environmental Policy Act (NEPA). This policy prohibits NRCS from providing technical or financial assistance to participants that will adversely affect wetlands, unless the lost functions are fully mitigated.
- 3) **Upland Treatment:** As a requirement of eligibility, participants are required to perform upland treatment actions, through a conservation plan, according to Minnesota Conservation Planning Policy, and adequately address potential adverse impacts to conservation practices. Adverse impacts to conservation practices include, but are not limited to, increased sediment deposition from upland erosion, excessive runoff, degradation of vegetation practice components by pesticides transported in runoff, and degradation of wildlife habitat. Upland treatment shall, at a minimum, include controlling sheet and rill erosion to "T" and controlling all ephemeral gully erosion within the drainage area of the practice.
- 4) **Materials:** New materials must be utilized in the construction of practices, unless approved by a technical representative with appropriate Technical Approval Authority or licensed Professional Engineer prior to installation.
- 5) **Land Rights:** Participants requesting cost share funds for practices on land they do not own are responsible for obtaining easements, permits, right-of-way, and other reasonable and customary permissions necessary to perform and maintain the practices. Expenses associated with these items are not cost shared. Permission by the land owner(s) is deemed granted by their signature on the cost share application.
- 6) **Permits:** The applicant is responsible for obtaining all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the project.
- 7) **Operation and Maintenance:** The applicant is responsible for the operation and maintenance of the conservation practice for the minimum lifespan listed in the specific provisions of this document.

8) Compliance with State and Local Regulations: Cost share may not be provided to an applicant that is in violation of any of the following

- a) MN Rule 7020 (governing feedlots);
- b) MN Rule 8420 (governing wetlands);
- c) MN Statute 103F.48 (governing buffers); Scott County Ordinance No. 3 Chapter 70-8-11 (governing Shoreland zone); or
- d) Scott County Ordinance No.4 Chapter 1 (governing septic systems, as evidenced by visual observation of surface discharge or formal notification by the county).
- e) MN Rule 8400 (governing Excessive soil Loss Control)

Regulatory compliance shall only apply to the following:

- a) The parcel of land on which the practice is being implemented; and
- b) Any parcel owned (or co-owned) by the applicant that is contiguous to the parcel on which the practice is being implemented (parcels separated only by road right-of-way or water feature, or which touch at a property corner, shall be deemed contiguous); and
- c) The applicant's primary residence and/or farmstead, if applicable.

Compliance with the buffer requirements under MN Statute 103F.48 shall be required as a condition of cost-share, regardless of applicability dates provided in the law. Compliance with the Excessive Soil Loss Control rule shall apply if there is an outstanding formal complaint received by the county, District or SWCD.

Notwithstanding the above, an applicant may be eligible for cost-share regardless of non-compliance, provided they sign and agree to implement a conservation plan that details specific actions and timelines for coming into compliance, and/or their cost share application is for a project intended to resolve the non-compliance issue.

An applicant may apply for a waiver from this section using a form provided by the SWCD. The SWCD Board may approve a waiver request upon determination that allowing the non-compliant situation to continue serves the greater public good than not installing the conservation practice for which cost share is being requested. Approved waiver requests shall be reported to the PSLWD Administrator.

SPECIFIC CONSERVATION PRACTICE PROVISIONS

COST SHARE TIERS

The following tiers are referenced in the Cost Share column in the table under each practice:

Tier 1

- Max Rate: 50% of actual construction costs, not to exceed 50% of cost estimate
- Minimum Requirements:
 - If upland treatment is required, the landowner or occupier must sign and follow a conservation plan agreement that achieves upland treatment on any cropland that a) drains to the practice and b) they either own or occupy.

Tier 2

- Max Rate: 75% of actual construction costs, not to exceed 75% of cost estimate
- Minimum Requirements:
 - If upland treatment is required, the landowner or occupier must sign and follow a conservation plan agreement that achieves upland treatment on any cropland that a) drains to the practice and b) they either own or occupy.
 - Complete a Conservation Assessment on all cropland within the FSA Farm on which the practice is being applied, plus any contiguous FSA Farm. If no FSA Farm ID exists, then the assessment must include all cropland within the parcel on which the project will be installed, plus any contiguous parcels.

Tier 3

- Max Rate: 90% of actual construction costs, not to exceed 90% of cost estimate
- Minimum Requirements:
 - If upland treatment is required, the landowner or occupier must sign and follow a conservation plan agreement that achieves upland treatment on any cropland that a) drains to the practice and b) they either own or occupy.
 - Achieve a minimum of 30% residue cover, after planting, on any field that intersects the contributing drainage area for the proposed project. The minimum residue cover shall be achieved over the entire crop rotation. Residue cover may be from last-year's crop, cover crops, and/or permanent vegetation; and
 - Complete a Conservation Assessment on all cropland within the FSA Farm on which the practice is being applied, plus any contiguous FSA Farm. If no FSA Farm ID exists, then the assessment must include all cropland within the parcel on which the project will be installed, plus any contiguous parcels.

Notwithstanding the above, the maximum cost share rate shall be seventy-five (75%) for the following:

- Non-agricultural practices, including but not limited to streambank stabilization; and
- Practices that are otherwise treating erosion for which the primary cause is not agricultural land use immediately above the site; and
- As pertaining to Tier 3, above, the field in which the project is located, or is immediately downstream of, is not in a cash crop or grain/forage rotation, or the cause of the resource concern is not directly attributable to agricultural land use.

Farms and parcels separated only by a road, driveway, easement, or water feature, or which share a common corner, shall be deemed contiguous.

Conservation Assessments shall, at a minimum, address the following: sheet, rill, inter-rill and gully erosion; buffers; nutrient and manure management practices; open tile intakes, feedlot runoff, sedimentation on neighboring property due to excessive soil loss.

Upland treatment shall include preventing ephemeral or classic gully erosion and controlling soil sheet and rill erosion to tolerable soil loss rate.

The following specific provisions exist for each conservation practice as listed below:

PRACTICE STANDARD 712 – BIORETENTION BASINS

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Bioretention Basin (Redevelopment/Community)	712			50% of actual construction costs, not to exceed 50% of cost estimate	10 years
Residential Rain Gardens (if identified in a Local Water Plan)				50% of actual construction costs, not to exceed 50% of cost estimate	10 years
Residential Rain Garden (other)		1 time	\$250 - \$750		10 years

- Upland treatment is required for cost shared projects. See General Conservation Practice Provision #3.
- Materials eligible for cost share include plants, bio-logs, erosion control blankets, site preparation materials, edging, mulch, stakes and other items critical to the proper function of the rain garden. Materials not eligible for cost share include those items that do not benefit practice function, such as ornamental rock or other decorative items.
- To qualify for the residential rain garden incentive payment, the applicant must participate in an approved rain garden class and construct the raingarden in accordance with applicable Blue Thumb guidelines. To qualify for cost sharing, a residential rain garden must be identified as a priority project in an approved Local Water Plan.
- Incentives shall be limited as follows: \$250 for raingardens between 150 and 299 sq. ft.; \$500 for raingardens between 300 and 449 sq. ft.; and \$750 for raingardens greater than 450 sq. ft.

PRACTICE STANDARD 340 – CONTOUR BUFFER STRIPS

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Contour Buffer Strips – Non-harvestable	332	Annual	Current CRP Rate	50% of actual construction costs, not to exceed 50% of cost estimate	10 years
Contour Buffer Strips – Harvestable	332	Annual	75% of Current CRP Rate		10 years

- PLSLWD incentives may only be provided if the applicant had applied for CRP funding and was not accepted

PRACTICE STANDARD 340 – CONTOUR FARMING

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Contour Farming	332	Annual	\$20/acre		10 years

- Eligibility for funding is limited to projects where contouring is implemented in conjunction with buffer strips or terraces, and dominant slopes in the field are 6% or greater.
- This incentive is only available where current cropping practices would not meet the 340 practice standard.

PRACTICE STANDARD 340 – COVER CROP

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Cover Crops – Multi-year	340	Annual	\$40/acre		3 Year
Cover Crops – Annual	340	One-time	\$20/acre		1 Year

- Maximum payment for the multi-year incentive is \$12,000 per applicant. applicant (100 acres x \$40/acre x 3yrs)
- Maximum payment under the annual incentive is \$2,000.
- To qualify for the multi-year incentive, cover crops must be planted on the same number of acres and the same fields for a minimum of 3 consecutive years.
- Payment shall be issued each year after the technical representative has certified seeding.

4. An applicant may, after an initial contract for multi-year incentives has been completed in accordance with applicable terms and conditions, be eligible to apply for additional multi-year incentives

PRACTICE STANDARD 342 – CRITICAL AREA PLANTING

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Critical Area Planting	342			Tier 1, 2 or 3	10 years

1. Upland treatment is required. See General Conservation Practice Provision #3.
2. Critical Area Planting (342) must be completed following an approved establishment and management plan.
3. Application through the USDA-NRCS EQIP program during a scoring and ranking period is prerequisite.

PRACTICE STANDARD 362 – DIVERSION

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Diversion	362			Tier 1, 2 or 3	10 years

1. Upland treatment is required. See General Conservation Practice Provision #3.
2. The use of tile or other underground pipe to drain hillside seeps, low or wet spots in fields is not an eligible single component of this practice.
3. Diversion (362) is allowed as a stand-alone practice for feedlots when used as a clean water diversion.
4. If a Diversion (362) is a component of Wastewater and Feedlot Runoff Control (784), cost sharing is **NOT** authorized for the Diversion (362) as a stand-alone practice. The cost will be included in the cost of Wastewater and Feedlot Runoff Control (784).
5. Application through the USDA-NRCS EQIP program during a scoring and ranking period is prerequisite.

PRACTICE STANDARD 393 (PS 393) – FILTER STRIP

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Voluntary, non-harvestable – new	393	Annual	\$300/ac for the NRCS minimum; \$150/ac for the area beyond the minimum, up to maximum of 75'		10-15 years
Voluntary, harvestable – new	393	Annual	\$300/ac for the NRCS minimum; \$150/ac for the area beyond the minimum, up to a maximum of 75'	75% of actual construction costs, not to exceed 75% of cost estimate (1)	10-15 years
Voluntary, re-enroll	393	Annual	Current CCRP rate		10-15 years
Mandatory – non-native	393	One-time	\$200		N/A
Mandatory – native	393	One-time	\$500		N/A
Sensitive Field Border (Harvestable)	393	Annual	\$200.00/ac		10 years

1. Cost share shall be limited to harvested filter strips and field borders seeded to native grasses only
2. Soil testing may be required for filter strips. See General Conservation Practice Provision #1.
3. Sensitive field borders are strips of permanent vegetation along road ditches, grassed waterways, and other concentrated flow areas not having seasonal or perennial stream characteristics, and on headlands created to accommodate contour farming.
4. Filter strips are eligible for renewal only as harvestable.
5. Harvestable filter strips must be harvested, with forage removed, at least once every year.
6. New filter strips must have been planted to an annually seeded crop in at least 4 of the past 6 years, or is hay in rotation where the annually seeded crop was planted no more than 4 years prior to the date of application.
7. Incentives for renewal filter strips where vegetation is already established and consistent with applicable standards and specifications established are eligible for a one-time payment.

8. Sites where upland runoff does not flow through the filter strip due to the presence of a levee (e.g. spoil piles) or negative slope shall not be eligible under this practice. They may, however, be eligible under the riparian Buffer Practice.
9. The NRCS minimum shall be based on removal of sediment and sediment associated material removal, as set forth in Table 1 of Filter Strip Standard 393, except in cases where the local water plan identified soluble material and pathogen removal as a priority, in which case the minimum may be as specified under the soluble materials and pathogens section of Table 1 of the Standard.
10. Livestock grazing may be used for maintenance, provided it is performed in accordance with an approved grazing plan.

PRACTICE STANDARD 410 – GRADE STABILIZATION STRUCTURE

	NRCS Code	Incentive Payment		Cost Sharing		Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate		
Grade Stabilization	410			Tier 1, 2 or 3		10 years

1. Upland treatment is required. See General Conservation Practice Provision #3.
2. Cost is for earthwork and any seed and seeding expenses.
3. Application through the USDA-NRCS EQIP program during a scoring and ranking period is prerequisite.

PRACTICE STANDARD 412 – GRASSED WATERWAY

	NRCS Code	Incentive Payment		Cost Sharing		Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate		
Grassed Waterway	412			Tier 1, 2 or 3		10 years

1. Upland treatment is required. See General Conservation Practice Provision #3.
2. Cost is for earthwork and any seed and seeding expenses.
3. Application through the USDA-NRCS EQIP program during a scoring and ranking period is prerequisite.

PRACTICE STANDARD – INNOVATIVE PRACTICES

	Incentive Payment		Cost Sharing		Lifespan
	Type	Amount \$	Maximum Eligible Cost Share Rate		
Innovative Practices (Redevelopment/Community)			50% of actual construction costs, not to exceed 50% of cost estimate		10 years
Innovative Practices (New Development)			50% of actual construction costs, not to exceed 50% of cost estimate		10 years

1. Initial interest for innovative practices is discussed with PSLWD staff.
2. Applications are taken by Scott SWCD staff.
3. Applications move directly to the WPC and are not reviewed by the Screening Committee. The WPC makes a recommendation to the PSLWD Board, who makes the final approval/disapproval decision.
4. Approved applications are assigned to Scott SWCD for technical assistance.
5. Eligible practices include regenerative dustless street sweepers, porous pavers, porous pavement, green roofs, and other practices determined on a case by case basis.

PRACTICE STANDARD 643 and 645 – NATIVE GRASS

	NRCS Code	Incentive Payment		Cost Sharing Maximum Eligible Cost Share Rate	Lifespan
		Type	Amount \$		
Native Grass Planting – Cropland and Pastureland		Annual	\$175-\$275/ac	50% of actual construction costs, not to exceed 50% of cost estimate	10 years
Native Grass Planting - Other lands (Project size: <2 acres)		1 Time	\$500/ac (pro-rated)		10 years
Maintenance (other than prescribed burn)		1 Time		50% of actual costs, not to exceed 50% of cost estimate	

1. Cropland includes any land where grain, vegetable, and/or forage crops have been grown and harvested in each of the last 3 years, and in at least 8 of the last 10 years. Pastureland includes any land that has been actively pastured by livestock for the last 3 years, and for at least 8 of the last 10 years. To be eligible for the annual incentive, hayland must consist of at least 25% alfalfa and have been harvested at least once in each of the last 3 years, and in a minimum of 8 of the last 10 years.
2. Maximum annual incentive rates shall be determined as follows: \$275/acre for soils with D or greater slopes and for areas within 300' of a protected water course, drainage ditch, Type III or greater wetland, intermittent stream as depicted on USGS quadrangle maps, or top of a bluff or ravine; \$225/acre for soils with C slopes; \$200/acre for soils with B slopes, and \$175/acre for soils with A slopes.
3. Notwithstanding 2. above, payment shall be limited to a maximum amount such that the overall total cost benefit for volume reduction does not exceed \$2,000 per acre foot of runoff.
4. Cost share for establishment may include site prep, seeding and first-year mowing.
5. Upland treatment is required.
6. The minimum project size for the one-time incentive payment is 1/2 acre. Payment for the one-time incentive is pro-rated based on actual size.
7. Land where the maintenance of permanent natural vegetation is required under Chapter 70-8-11, Scott County Zoning Ordinance and/or MN Statute 103F.48, may only be eligible for the 1 time payment of \$500/acre.
8. Application through CRP or related program is perquisite for projects over 10 acres, if the site meets program eligibility requirements. Payment rate is limited to the difference between the amount paid by CRP rate and the maximum amounts listed.
9. Maintenance under this practice may include mowing, disking or other method approved by the PSLWD or its agent. Applications for maintenance must be made separate from applications for establishment and annual or one-time incentive payment. The intent is to provide funding assistance for maintenance in years 4 or 5 after establishment. Cost share for maintenance may not be provided more than one time per applicant, per ten years. Cost share for prescribed burn shall follow requirements under that practice standard (below)
10. Grazing is a permitted maintenance option. It must, however, be performed in accordance with an approved grazing plan and is not eligible for cost share.
11. A landowner may apply for funding for up to 10 additional years upon expiration of their original contract. The SWCD may, with approval of the PSLWD Board, approve, approve with modification, or deny any such application, based on its determination of public benefit. Consideration of benefit shall be based cost compared to any or all of the following: potential threat to water quality should the land return to agricultural use, in whole or part; minimum acreage necessary to maintain comparable the water quality benefits as achieved with the original project; level of impairment of the receiving water body; and available funds.

PRACTICE STANDARD – NATURAL SHORELINE RESTORATION and/or STABILIZATION

	NRCS Code	Incentive Payment		Cost Sharing Maximum Eligible Cost Share Rate	Lifespan
		Type	Amount \$		
Natural Shoreline Restoration				50% of actual construction costs, not to exceed 50% of cost estimate	10 years
Shoreline Stabilization	580			75% of actual construction costs, not to exceed 75% of cost estimate	10 years
Streambank Stabilization	580			50% to 75% of actual construction costs, not to exceed cost estimate	10 years

1. To qualify for natural lakeshore restoration funds, the applicant must participate in an approved natural lakeshore restoration class.

2. Project designs shall meet the intent of restoring the shoreline to predominantly natural conditions, including but not limited to the use of natural and native vegetative buffers, limiting turf grass, and using bioengineering methods. Minimum specifications include a 10 feet wide seeded native vegetation buffer along no less than 50% of the total width of the lot, less the footage or shoreline having existing natural and desirable vegetation. Where agriculture is adjoining land use an area of unmaintained vegetation or conservation plan must be in place in accordance with County Shoreland Rules.
3. Funding for hard armor practices (e.g. rock riprap) are not eligible for funding unless bio-engineering methods are determined to be an insufficient means of needed stabilization.
4. Upland treatment is required. See General Conservation Practice Provision #3.
5. Shoreline stabilization projects are those that involve soft or hard armoring in order to remedy and/or prevent erosion due to wave action or upstream runoff.

PRACTICE STANDARD – NUTRIENT MANAGEMENT

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Manure Testing	NA			100% of Actual Cost	1 year
Variable Rate Application	NA	1-time	\$10/ac up to 400 acres		

1. Manure testing is a practice pre-approved by the PSLWD. An application does not need to be sent to the PSLWD Board for approval. A voucher can be processed immediately and sent to the Scott SWCD Board for approval. Manure testing kits are available through Scott SWCD.
2. Eligibility is limited to a maximum of \$2,000 per applicant, in either a single contract or contracts over multiple years. Payment may not be made more than one time on any given acre or field.
3. Funds for VRA shall be prioritized for producers that do not already use VRA as the primary means of fertilizer application for their operation.
4. Sheet and rill erosion shall be controlled to tolerable soil loss rates, and ephemeral gully erosion shall be controlled on all cropland covered under the VRA application, as determined by a conservation assessment. If current practices do not meet T or control ephemeral erosion, then the applicant may become eligible for VRA incentives by agreeing to follow a Conservation Plan.
5. Manure shall be credited and all fertilizer application rates shall be consistent with U of M recommendations.
6. Copies of paid invoices from the applicator (if not the applicant) and maps showing grid soil sampling results, organic matter, and prescription rates shall be submitted as a condition of payment. Grid soil samples must be no older than 2 years. The applicator shall attest that application was completed in accordance with the prescription map, by signing a form prepared by the SWCD.
7. The Technical Representative has discretion to withhold payment for acreage where sampling results and/or application rates do not appear to be accurate or follow U of M recommendations.

PRACTICE STANDARD 338 – PRESCRIBED BURNING

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Prescribed Burning	338			50% of actual construction costs, not to exceed 50% of cost estimate	5 years

1. A detailed burn plan describing the practice objective, species to control and species to be benefited, timing, weather conditions and management guidelines will be developed.
2. Technical assistance will be provided by a technically qualified and adequately insured individual.
3. All laws and regulations pertaining to burning will be followed.
4. The conservation plan must document that the landowner has been notified in writing that they are subject to all liability due to damages caused by fire.
5. It is the landowner's responsibility to obtain all permits and to notify surrounding landowners that may be affected.
6. Cost share is eligible once every 5 years, at a minimum, and no more than twice on the same land per applicant.
7. Associated costs with obtaining and notification of neighbors, units of government, and agencies are entirely the landowner's expense

PRACTICE STANDARD 390 and 391 – RIPARIAN BUFFER

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Forested Stream Buffer Improvement >1 ac parcel	391			Up to \$1,000/acre for plants, seeds, labor and materials	15 years
Herbaceous or Forested Buffer Establishment (Native Vegetation)	390 or 391	Annual	\$150/ac up to 50-foot width	75% of actual construction costs, not to exceed 75% of cost estimate	10-15 years
Herbaceous or Forested Buffer Establishment	390 or 391	Annual	\$150/ac up to 50-foot width		10-15 years

1. A potential tax credit exists for parcels greater than 20 acres.
2. Projects can be either new establishment or renovation.
3. Plan required from the SWCD.
4. Minnesota Conservation Corps may be used for labor counting as part of the cost share

PRACTICE STANDARD 600 – TERRACE

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Terrace	600			Tier 1, 2 or 3	10 years

1. Upland treatment is required. See General Conservation Practice Provision #3.
2. The use of Subsurface Drain (606) or Underground Outlet (620) to drain hillside seeps, low or wet spots in fields is not an eligible single component of this practice. The land user shall identify, in writing the purpose of the larger tile and indicate the area that it will serve. The difference in cost of installing tile larger than that specified by the technician will be borne by the producer.
3. Cost sharing for Underground Outlet (620) is limited to the diameter and length needed to convey water from surface intakes to a safe outlet as determined by the designer.
4. Cost sharing for Subsurface Drain (606) is limited to drains needed in the impounded area of the terrace as determined by the designer.
5. Application through the USDA-NRCS EQIP program during a scoring and ranking period is prerequisite.

PRACTICE STANDARD 620 – UNDERGROUND OUTLET

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Underground Outlet	620			Tier 1, 2 or 3	10 years

1. Cost sharing is limited to replacing existing surface tile inlets.

PRACTICE STANDARD 635 – VEGETATED TREATMENT AREA (formerly Wastewater Treatment Strip)

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Level 2 to 4 Vegetated Treatment Area – lot size of 1 acre or less	313			Tier 1, 2 or 3	10 years
Level 2 to 4 Vegetated Treatment Area – lot size of 1.1 acre to 2 acres	313			Tier 1, 2 or 3	10 years

Level 2 to 4 Vegetated Treatment Area – lot size 2.1 to 5 acres	313			Tier 1, 2 or 3	10 years
Level 2 to 4 Vegetated Treatment Area – lot size greater than 5 acres	313			Tier 1, 2 or 3	10 years
Level 5 Control – vegetated buffer	313			Tier 1, 2 or 3	10 years

1. Payment is limited to where the implementation of this practice will correct an existing pollution problem. As outlined by the EQIP manual, any EQIP contract that includes an animal waste storage or treatment facility will provide for the development of a CNMP prior to implementation of the storage or treatment. MPCA's definition is used to define a pollution problem.
2. Consult EQIP General Provision 12 for Comprehensive Nutrient Management Plan (CNMP) requirements.
3. Consult EQIP General Provision 13 for requirements related to manure application land base and/or manure applications on land not owned or controlled by the EQIP contract holder.
4. Payment for Vegetated Treatment Area on operations with pollution problems less than 5 years old is not authorized.
 - a. Examples:
 - i. Producer A has had a dairy farm operation for 20 years. Producer B purchases the dairy and continues milking cows. This pollution problem is greater than 5 years old and producer B meets this eligibility requirement for Payment assistance.
 - ii. A producer has a dairy operation on farm A. He purchases farm B and moves the dairy operation to farm B where there was no previous pollution problem. Farm B would be considered a new facility and would not be eligible for Payment assistance.
5. Payment is not authorized for Vegetated Treatment Area on operations where the system establishment is required as a result of judicial or court action. MPCA Stipulation Agreement and Schedule of Compliance (SOC) are not considered a judicial or court action, and practice implementation is still considered voluntary for EQIP eligibility purposes, even if fines have been levied by the MPCA.
6. Application through the USDA-NRCS EQIP program during a scoring and ranking period is prerequisite.

PRACTICE STANDARD 313 – WASTE STORAGE FACILITY

	NRCS Code	Incentive Payment		Cost Sharing Maximum Eligible Cost Share Rate	Lifespan
		Type	Amount \$		
Concrete or Metal Tank	313			Tier 1, 2 or 3	10 years
Stacking Slab	313			Tier 1, 2 or 3	10 years
Pond – composite liner	313			Tier 1, 2 or 3	10 years
Pond – membrane liner	313			Tier 1, 2 or 3	10 years
Pond – no liner	313			Tier 1, 2 or 3	10 years
Pond – soil liner	313			Tier 1, 2 or 3	10 years
Concrete slab	313			Tier 1, 2 or 3	10 years
Non-liquid tight deep pack – concrete wall	313			Tier 1, 2 or 3	10 years

1. The eligible volume of storage is the total storage volume, including the design storage volume plus freeboard as required in the standard. As outlined in Waste Storage Facility (313), the maximum design storage period is 14 months.
2. The maximum allowable storage volume is based on the current capacity of the existing facility plus up to 25% expansion.
3. Payment is limited to where the implementation of this practice will correct an existing pollution problem. As outlined by the EQIP manual, any EQIP contract that includes an animal waste storage or treatment facility will provide for the development of a CNMP prior to the implementation of the 313. MPCA's definition is used to define a pollution problem.
4. Consult EQIP General Provision 13 for Comprehensive Nutrient Management Plan (CNMP) requirements.

5. Consult EQIP General Provision 14 for requirements related to manure application land base and/or manure applications on land not owned or controlled by the EQIP contract holder.
6. For purposes of this practice, “waste” refers to raw manure and urine; runoff water contaminated through contact with manure and urine; milking center wastewater; and silage leachate as appropriate.
7. Silage storage facilities are not eligible components. Payment for components addressing silage leachate concerns under Waste Storage Facility start at the edge of the silage storage facility.
8. For livestock operations that are not or will not be permitted under the NPDES system, silage leachate systems can be funded as stand-alone practices if these systems are the only livestock related practices being requested. The development of a CNMP IS required with a silage leachate system but the CNMP does NOT have to be implemented.
9. Payment is authorized for tanks that serve as foundations for buildings, however eligible costs are those associated with the storage function only. Payment is not authorized for production oriented building components.
10. Payment for Concrete Slab is authorized for concrete agitation and pump out pads, pond lining, ramps and chutes within the pond.
11. Payment is authorized for feedlot relocation, with the following provisions:
 - a. The payment for relocation shall be based on the most practical and feasible waste management facility at the existing site.
 - b. Payment at the new site is only authorized for components applicable to the transfer, storage, or treatment of wastes.
 - c. Existing location is to be abandoned in an environmentally safe manner as outlined in MPCA guidelines.
 - d. Operator must agree to permanently remove all livestock from the existing location along with any other designated pollution sources. The following statement shall be included in the EQIP contract: “As a condition of EQIP Payment on feedlot relocation, the producer agrees to permanently eliminate all animals and designated pollution sources at this facility. Failure to comply with this provision may result in a recovery of federal Payment funds.”
 - e. In the event of a change in ownership, the abandoned lots will permanently not be eligible for future USDA Payment on waste management practices.
12. Payment for Waste Storage Facility (313) on operations with pollution problems less than 5 years old is not authorized.
 - a. Examples:
 - i. Producer A has had a dairy farm operation for 20 years. Producer B purchases the dairy and continues milking cows. This pollution problem is greater than 5 years old and producer B meets this eligibility requirement for Payment assistance.
 - ii. A producer has a dairy operation on farm A. He purchases farm B and moves the dairy operation to farm B where there was no previous pollution problem. Farm B would be considered a new facility and would not be eligible for Payment assistance.
13. Payment is not authorized for Waste Storage Facility (313) on operations where the system establishment is required as a result of judicial or court action. MPCA Stipulation Agreement and Schedule of Compliance (SOC) are not considered a judicial or court action, and practice implementation is still considered voluntary for EQIP eligibility purposes, even if fines have been levied by the MPCA.
14. State NRCS Conservationist approval is required for systems involving agricultural waste generated off-site.
15. Payment for Waste Storage Facility is capped at \$250,000. This cap applies to the total facility being installed under 313. Other components such as manure transfer, safety fence, etc. are allowed in the contract in addition to the capped \$250K for the 313 practice.
16. Non-Liquid Tight Deep Pack – Concrete Wall is authorized only for stacking slabs where enough bedding or organic matter is added to the manure to eliminate liquid runoff or leaching and therefore a concrete floor is not required. The manure and organic pack resulting from the operation of a “Compost Barn” as defined by the University of Minnesota meets this definition.
17. Certification must be by an appropriately licensed professional engineer.
18. Application through the USDA-NRCS EQIP program during a scoring and ranking period is prerequisite.

PRACTICE STANDARD 629 – WASTEWATER TREATMENT

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Flocculation Treatment	629			Tier 1, 2 or 3	10 years
Vegetated Dosing Area	629			Tier 1, 2 or 3	10 years
Bark Bed	629			Tier 1, 2 or 3	10 years
Aerobic Treatment	629			Tier 1, 2 or 3	10 years

1. Payment is limited to where the implementation of this practice will correct an existing pollution problem. As outlined by the EQIP manual, any EQIP contract that includes an animal waste storage or treatment facility will provide for the development of a CNMP prior to implementation of the storage or treatment. MPCA's definition is used to define a pollution problem.
2. Consult EQIP General Provision 13 for Comprehensive Nutrient Management Plan (CNMP) requirements.
3. Consult EQIP General Provision 14 for requirements related to manure application land base and/or manure applications on land not owned or controlled by the EQIP contract holder.
4. Payment for Wastewater Treatment on operations with pollution problems less than 5 years old is not authorized.
 - a. Examples:
 - i. Producer A has had a dairy farm operation for 20 years. Producer B purchases the dairy and continues milking cows. This pollution problem is greater than 5 years old and producer B meets this eligibility requirement for Payment assistance.
 - ii. A producer has a dairy operation on farm A. He purchases farm B and moves the dairy operation to farm B where there was no previous pollution problem. Farm B would be considered a new facility and would not be eligible for Payment assistance.
5. Payment is not authorized for Wastewater Treatment on operations where the system establishment is required as a result of judicial or court action. MPCA Stipulation Agreement and Schedule of Compliance (SOC) are not considered a judicial or court action, and practice implementation is still considered voluntary for EQIP eligibility purposes, even if fines have been levied by the MPCA.
6. Payment rate includes components needed for the actual waste treatment. Components needed for temporary storage and transfer of wastes are covered under separate practices.
7. Application through the USDA-NRCS EQIP program during a scoring and ranking period is prerequisite.

PRACTICE STANDARD 638 – WATER AND SEDIMENT CONTROL BASIN

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Water & Sediment Control Basin	638			Tier 1, 2 or 3	10 years

1. The use of Subsurface Drain (606) or Underground Outlet (620) to drain hillside seeps, low or wet spots in fields is not an eligible single component of this practice. The land user shall identify, in writing the purpose of the larger tile and indicate the area that it will serve. The difference in cost of installing tile larger than that specified by the technician will be borne by the producer.
2. Upland treatment is required. See General Conservation Practice Provision #3.
3. Cost sharing for Subsurface Drain (606) is limited to drains needed in the impounded area of the basin as determined by the designer.
4. Farmable WASCOB is eligible only if it is the most practical alternative, as determined by the SWCD.
5. Application through the USDA-NRCS EQIP program during a scoring and ranking period is prerequisite.

PRACTICE STANDARD 351 – WELL DECOMMISSIONING (Unused Well Sealing)

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Well Decommissioning	351			75% of actual construction costs, not to exceed 75% of cost estimate	10 years

1. Maximum cost share amount from all sources shall be \$1000, except for wells that are being abandoned as part of a public water supply expansion project, in which case the maximum cost share amount shall be \$400.

PRACTICE STANDARD 657 – WETLAND RESTORATION

Wetland restorations cost share and incentive payments are covered under the Wetland Restoration and Enhancement Program (WREP) for perpetual agreements. Shorter, 15 year agreements need to meet the following standards.

	NRCS Code	Incentive Payment		Cost Share	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Wetland Restoration	657	1 Time	\$2,000/Ac.	75% of actual construction costs, not to exceed 75% of cost estimate,	15 years

		1 Time	Approved Bid	Up to 90% of actual construction costs, not to exceed 90% of cost estimate	Perpetual
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1. Wetland Restoration Incentives are eligible for restorations that results in type III, IV, or V wetlands.
2. The applicant is responsible for obtaining easements, right of ways, local, state and federal permits and other permission necessary to perform and maintain the practice. Expenses incurred due these items are not cost shared. Incentive payments will not be made until proof of necessary permits has been provided.
3. The restored area shall not be used for irrigation or livestock watering purposes, to produce agricultural commodities, or for grazing livestock.
4. Upland Treatment is required. See General Provision.
5. Wetlands restored as part of a required mitigation plan or for wetland banking are not eligible for funding under this section.
6. A 30-foot minimum native buffer required. Upland buffer can be completed as a filter strip or native grass planting practice using respective cost and incentive rates.
7. An approved application through the Conservation Reserve Enhancement Program (CREP) or Reinvest In Minnesota (RIM) for the proposed perpetual restoration is required in order to be eligible for funding under this section.
8. Bids shall be submitted to the SWCD office on a form provided by PSLWD.
9. The PSLWD shall set a time period during which bids must be submitted.
10. The PSLWD reserves the right to refuse any and all bids.

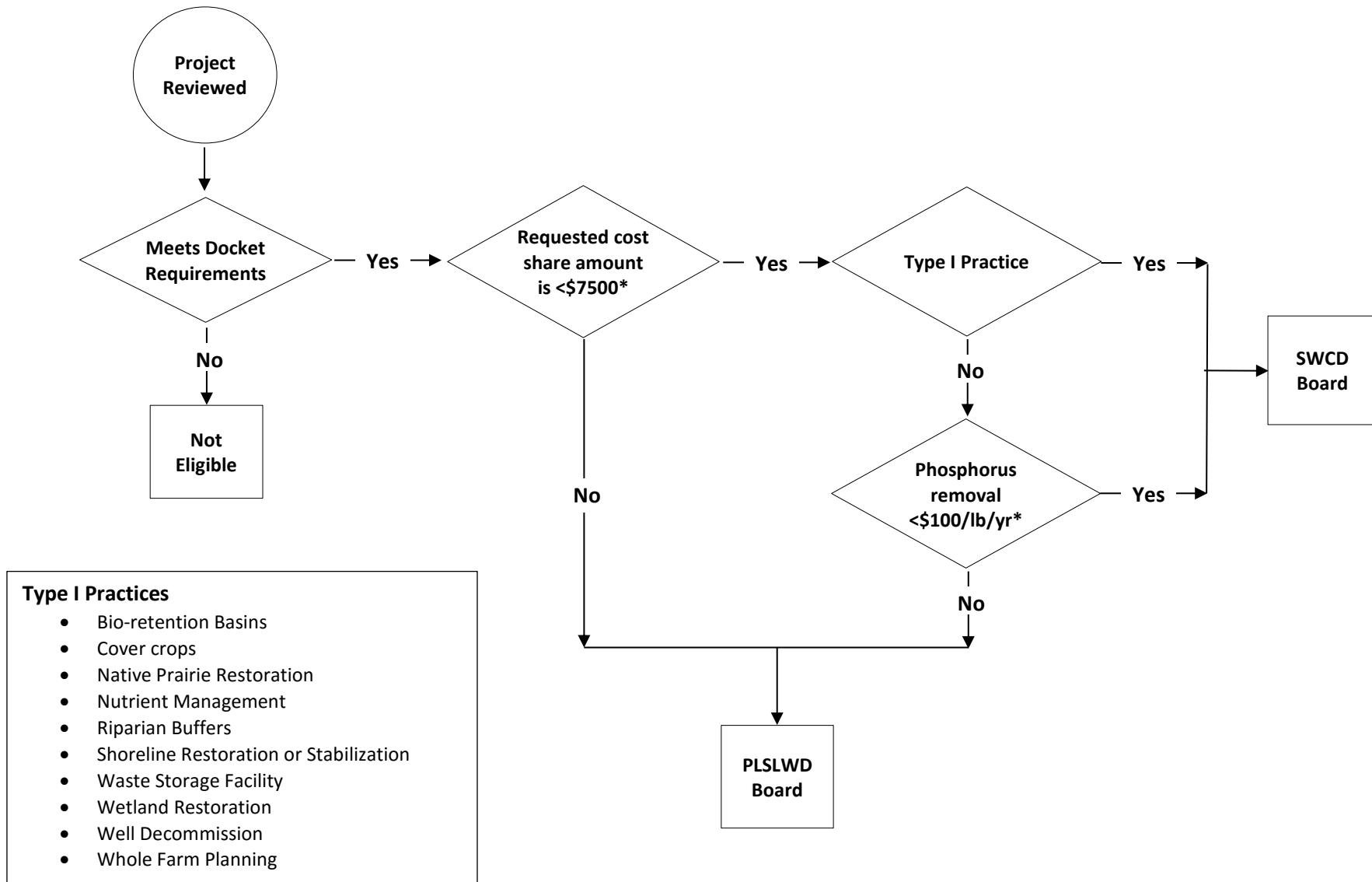
PRACTICE STANDARD – WHOLE FARM PLANNING

	NRCS Code	Incentive Payment		Cost Sharing	Lifespan
		Type	Amount \$	Maximum Eligible Cost Share Rate	
Whole Farm Planning		One time	\$5/acre		10 years

1. Maximum incentive amount shall be \$1000
2. This incentive is intended specifically to promote participation in the MN Agricultural Water Quality Certification Program (MAWQCP). To be eligible, the applicant must submit a completed MAWQCP application and complete an assessment following MAWQCP protocol.

PLSLWD COST SHARE PROGRAM

DECISION FLOW CHART FOR DETERMINING APPLICATION APPROVAL AUTHORITY



*PLSLWD funds only

PRIOR LAKE - SPRING LAKE
 WATERSHED DISTRICT

February 2017
Projects Update

PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
CR 12/17 Wetland Restoration <i>(Class 741) Project Lead: Maggie</i>		<ul style="list-style-type: none"> Move the large sign to a better viewpoint. Continue to work with County on resolving punchlist items. Prescribed burn in spring.
Lower Prior Lake Diagnostic Study Implementation <i>LPDS Grant (Class 743) Project Lead: Maggie</i>	<ul style="list-style-type: none"> Completed semi-annual grant progress report. Met with City and EOR to discuss enhancement of Fairlawn Shores project. 	<ul style="list-style-type: none"> Continue to explore a potential project at Sand Point Beach Park. Finalize plans for Fairlawn Shore project and bid out construction work.
Carp Management <i>In Lake Management (Class 611) Project Lead: Amy & Maggie Carp Management Project (Class 747) Project Lead: Maggie & Kathryn</i>	<ul style="list-style-type: none"> Tracked radio-tagged carp on Prior and Spring Lakes. Coordinated with Jeff Reidemann on potential Upper Prior Lake seine. A preparatory hole was cut in the ice, but the carp moved over to Mud Bay before the seine could be coordinated. Worked with WSB and Don Geyer to complete seine on Spring Lake. Removed over 34,000 pounds of carp from the lake. Submitted a DNR CPL grant application for innovative carp barrier at desilt pond and additional PIT tag receiver device at site. Received quote for yagi antennae so that staff has equipment to locate carp on lakes. Submitted semi-annual grant progress report. 	<ul style="list-style-type: none"> Purchase and install receivers for PIT tags. Coordinate additional winter seining efforts on Spring and Upper Prior Lake. WSB will continue to track the radio-tagged carp. Get easements and permits that are needed to install carp barriers this spring.
Clean Water Fund Grants: Fish Point Park <i>Fish Point Park (Class 745) Project Lead: Maggie</i>	<ul style="list-style-type: none"> Completed reporting for grant project close-out. 	<ul style="list-style-type: none"> Design, order and install educational signs for site. Bid out small vegetation maintenance contract work for site. Coordinate community event for summer with City.

PRIOR LAKE - SPRING LAKE
WATERSHED DISTRICT

February 2017
Projects Update

PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
H&H Study <i>Project Lead: Diane</i>	<ul style="list-style-type: none">Carl Almer will make adjustments to the model, as needed	<ul style="list-style-type: none">Final Draft of the Study on the District's website
Raymond Park Restoration Project <i>Project Lead: Kathryn</i>	<ul style="list-style-type: none">Completed paperwork and documents needed to proceed with grant agreement.Received DNR CPL grant agreement.Putting together agreements with City of PL and Great River Greening for project.	<ul style="list-style-type: none">Coordinate with Great River Greening and the City of Prior Lake to begin planning and scheduling for project.Restoration work is anticipated to begin this spring/summer.

PRIOR LAKE - SPRING LAKE
 WATERSHED DISTRICT

Operations Update

PROGRAM	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
Monitoring <i>Monitoring and Data Acquisition (Class 637)</i> <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> • Data management • Assist Houston w/report card 	<ul style="list-style-type: none"> • Data management • Finalize 2017 monitoring plan
Ferric Chloride System Operations <i>Ferric Chloride System (Class 611)</i> <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> • Completed monthly DMR report • Finished annual report • Level equipment installed in ferric tank 	<ul style="list-style-type: none"> • DMR Report • Get new equipment working
Permitting <i>Regulation (Class 648)</i> <i>Project Lead: Maggie & Kathryn</i>	<ul style="list-style-type: none"> • Reviewed upcoming projects in City of Prior Lake and Savage. • Corresponded with developer in City of Shakopee on potential project. • Responded to four inquiries on permitting requirements and process. 	<ul style="list-style-type: none"> • Continue to inspect, follow-up on and close remaining open permits.
BMP Inspections <i>Regulation (Class 648)</i> <i>Project Lead: Maggie & Kathryn</i>	<ul style="list-style-type: none"> • Discussed easement amendment process with A569827 easement holders. • Drafted potential internship posting. 	<ul style="list-style-type: none"> • Review amendment requests as they are received. • Create baseline documentation for each conservation easement property. • Work with landowners of A722055 to obtain necessary mortgage consents and to get both the Agreement & Easement signed and recorded.
Citizen Advisory Committee <i>Education and Outreach (Class 652)</i> <i>Project Lead: Diane</i>	<ul style="list-style-type: none"> • CAC will begin another round of the Water Quality Improvement Award • CAC is invited to regularly update the Board on their activities 	<ul style="list-style-type: none"> • Next CAC meeting is on February 23

PRIOR LAKE - SPRING LAKE
 WATERSHED DISTRICT

Operations Update

PROGRAM	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
Website and Media <i>Education and Outreach (Class 652)</i> <i>Project Lead: Diane</i>	<ul style="list-style-type: none"> Website articles posted— Carp seine, Flood study, Outlet structure story map, Native prairie plantings workshop Prior Lake American articles: Spring Lake seine; Flood Study key proposals; Submitted three articles for the Spring Lake Association newsletter. Facebook: Spring Lake Seine video and photos. We “boosted” the posts and the numbers will change; however, we reached 4003 people. 1390 saw the post on Twitter. Advertised the Planting Native Prairie workshop; reposts: FMR articles on Governor Dayton’s water protection goals; MCWD’s article on salt reduction; ; MPCA’s article on food waste and climate and natural shorelines and wetlands; DNR’s article on license plates. Twitter: re-tweets of FB articles; MPCA on electronics and landfills; public lands and Friends of the BWCAW Spring Lake Association newsletter: Carp, Alum, Flood study 	<ul style="list-style-type: none"> Continue writing posts and updates about projects Will tweet and/or update Facebook about projects & news.
Cost Share Program <i>Land Mgmt (Class 611)</i> <i>Project Lead: Diane</i>	<ul style="list-style-type: none"> Fourth Quarter cost shares include one natural shoreline restoration and two variable rate application cost shares 	<ul style="list-style-type: none"> Ongoing outreach to urban and rural landowners thru the SWCD

PRIOR LAKE - SPRING LAKE

 WATERSHED DISTRICT

Operations Update

PROGRAM	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
<i>Aquatic Vegetation Management and Surveys (Class 626 and 637) Project Lead: Jaime</i>	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • Create 2017 monitoring plan
<i>Planning (Class 626) and Admin (Class 405) Project Lead: Diane</i>	<ul style="list-style-type: none"> • Weekly Staff Meetings • Weekly One2One meetings with each staff member 	<ul style="list-style-type: none"> • Weekly Staff Meetings • One2One meetings with each staff member

PRIOR LAKE - SPRING LAKE

WATERSHED DISTRICT

Outlet Structure and Channel

ACTIVITY	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
Prior Lake Outlet Channel <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> Maintained and downloaded auto level logger Conducted channel Inspections • 	<ul style="list-style-type: none"> Channel Inspections Maintain and download auto level logger Fill sand at outlet structure in pine trees next spring Repair boat launch gravel next spring Annual report due in February
Gonyea Culvert, Kes Field Crossing and Pike Lake Park (FEMA) <i>Project Lead: Maggie</i>	<ul style="list-style-type: none"> Construction work is complete at all three sites. 	<ul style="list-style-type: none"> Monitor sites to ensure vegetation gets fully established. Note: <i>Contract is in force until June 15, 2017 to allow time to vegetation to get properly established.</i>
Channel Bank Erosion (FEMA) <i>Project Lead: Maggie</i>	<ul style="list-style-type: none"> Sent information to Barr to begin engineering work. Coordinated upcoming meetings. Developed potential access maps for construction. 	<ul style="list-style-type: none"> Receive and review concept plans for project. Meet with PLOC TAC in March. Anticipate bidding out construction work this summer.
Downed Trees & Sediment Delta (FEMA) <i>Project Lead: Maggie</i>	<ul style="list-style-type: none"> Received confirmation from HSEM/FEMA that soil quantities can vary per site and began moving forward with contract. Executed contract documents. Setting up next steps before issuing notice to proceed. 	<ul style="list-style-type: none"> Acquire necessary grading and right-of-way permits. Coordinate with the City of Shakopee prior to construction. Construction work for the project to be completed by the end of March.
JPA/MOA & TAC Meetings & Admin <i>Project Lead: Diane & Jaime</i>	<ul style="list-style-type: none"> First draft of revised MOA will be discussed at the TAC meeting TAC will meet with Barr Engineering to discuss bank erosion work 	<ul style="list-style-type: none"> TAC Meeting March 1 Cooperators Meeting April 13
Invasive Species Removal <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> Met with Contractor AES and EOR to set plan for 2017 	

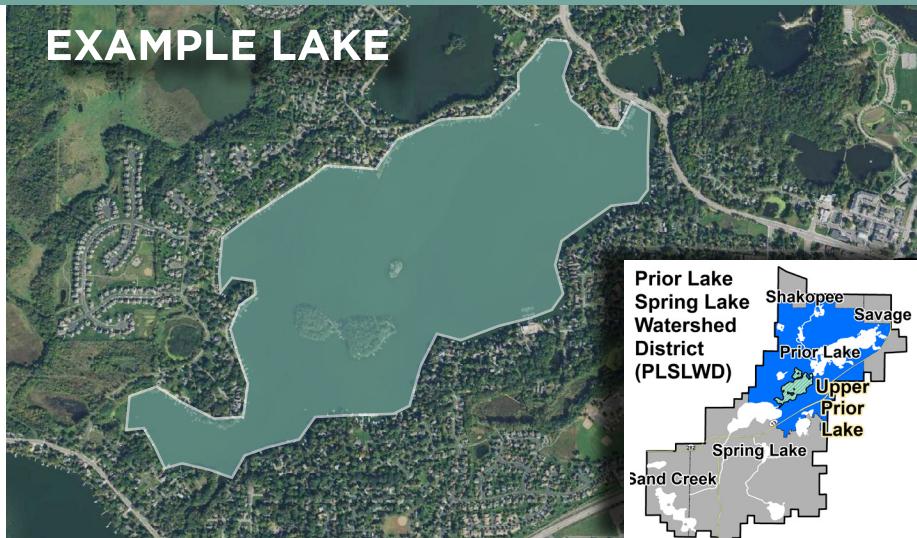
PRIOR LAKE - SPRING LAKE
 WATERSHED DISTRICT

Outlet Structure and Channel

ACTIVITY	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
MS4 Permit <i>Project Lead: Diane</i>		<ul style="list-style-type: none"> MS4 procedures will be finalized with assistance from WSB
PLOC Easements <i>Project Lead: Maggie & Diane</i>	<ul style="list-style-type: none"> Completed and signed an easement amendment in Segment 1 which was in coordination with the Maple Park Shore Acres development project with the City of Prior Lake. The mortgage consent and easement document were recorded in the County Recorder's Office. This easement provided the District with additional easement acreage with no purchase cost. Met with Reed Beckler. He is awaiting news on the final payment amount on the MetCouncil easement before negotiating the easement with the District. Reviewed and accepted diversion plans for Blue Lake Interceptor project in Segment 7. Site visit to project location and follow-up with MetCouncil and contractor. 	<ul style="list-style-type: none"> Continue negotiations with Beckler and Muhlenhardt. Continue to conduct site visits to Blue Lake Interceptor project site in Segment 7. Continue to communicate MOA interests with the developer in Segment 5 as the Eagle Creek Development gets further along in the design phase.

Water Quality Report Card

DRAFT



Quick Facts

DNR Lake Number: 70007200*

Surface Area: 416 acres

Average Depth: 10 feet

Maximum Depth: 43 feet

Watershed Area: 16,038 acres

Ordinary High Water Level: 904.0 feet above sea level

Connectivity to other waterbodies: Water flows into Upper Prior from Spring Lake through the Spring Lake channel and out of Upper Prior into Lower Prior Lake.

Public Boat Access: Located on the southern end of Upper Prior off of Dewitt Ave.

Impairment Status: The lake is "impaired" for excess nutrients (learn more on back page).

Grading System

Since 2007, the District has monitored lake water quality indicators that relate to public use of the lake. Five of these are shown in the table below, along with the public benefit realized when standards are achieved. To assess the current lake quality on Upper Prior, a letter grade was assigned for each water quality indicator based on how well the parameters met state water quality standards. Also shown is whether water quality is improving or declining (i.e. the trend), to help determine how well we're doing at improving our lake quality. More information on how these grades and trends were developed can be found on our website: www.PLSLWD.org

Water Quality Indicator	Parameter Measured	Benefit Threatened	Reason For Threat	2016 Letter Grade	Trends		Summary
					5-year (2012-2016)	10-year (2007-2016)	
P	PHOSPHORUS	Total Phosphorus	• Recreation • Aquatic Life	<i>Needed by plants and animals to survive, but can cause algae blooms if too much is available.</i>	C	3.4%	6.2% 85% of 2016 samples did meet the standard, with conditions improving since 2007.
Algae	ALGAE BLOOMS	Chlorophyll-a	• Recreation • Aquatic Life	<i>Makes lakes unswimmable. Some algae can produce dangerous toxins. Decomposition uses oxygen that would be used by organisms.</i>	D	12.4%	4.5% 70% of 2016 samples did meet standard—with conditions improving since 2007.
Clarity	CLARITY	Secchi Depth	• Recreation • Aquatic Life	<i>Low clarity means water is more "cloudy". Less light available for aquatic plants to grow. Nuisance to swimmers.</i>	C	3.4%	No Trend 95% of 2016 samples met standard. Lake trends have been mixed since 2007.
Chloride	CHLORIDE	Chloride	• Aquatic Life	<i>Large amounts of salt in the water can adversely affect fish and other aquatic organisms.</i>	C	12.0%	6.5% 97% of 2016 samples met the standard, demonstrating that conditions are improving.
Bacteria	BACTERIA	E. coli	• Recreation • Drinking Water	<i>Excrement can make lakes unswimmable and drinking water wells undrinkable.</i>	B	6.8%	10.1% 98% of 2016 samples met standards and conditions are improving.

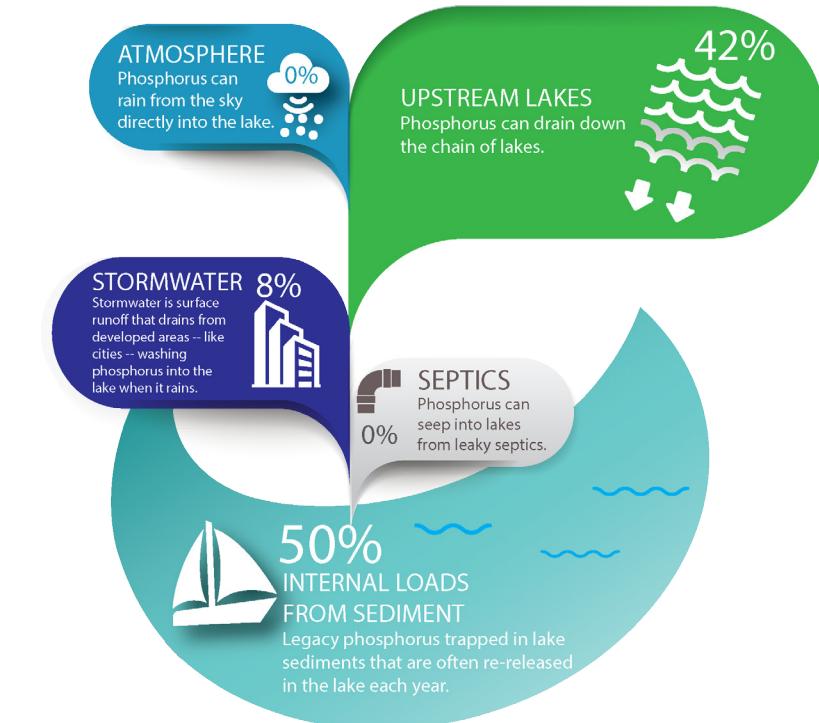
Overall Grade:	Why?	Grading Scale:					PRIOR LAKE - SPRING LAKE WATERSHED DISTRICT
		Excellent	Good	Average	Marginal	Poor	
C	The lake has a fair water quality index, largely caused by excess phosphorus and algae blooms.	A All or most indicators meet desired levels.	B Most indicators meet desired levels.	C Some but not all indicators meet desired levels.	D Many indicators below desired levels.	F Most or all indicators below desired levels.	

Upper Prior Lake

Tracking Phosphorus in Upper Prior Lake

RESULTS FROM A TMDL STUDY (SOURCE: MPCA)

Total phosphorus is a contributor to pollution in Upper Prior. A Total Maximum Daily Load (TMDL) study can be considered a POLLUTION DIET for the lake as it determines the amount of pollution that can come from various sources. The amounts that are currently impacting Upper Prior are shown below.



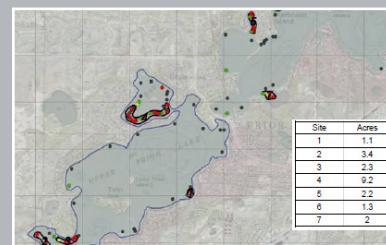
Existing (pounds per year)	2,600	2,200	420
Reduction to Reach Goal (pounds per year)	-600	-1600	-0
Goal (pounds per year)	2,000	600	420

Reducing Pollutants to Reach Goals

The diet prescribed by the TMDL is shown on the left. This diet is needed to ensure a healthy balance of phosphorus available for aquatic life to thrive, but not too much that might threaten water quality.

As you can see, upstream lakes (phosphorus sources from other lakes in the chain) will need to be reduced the most.

What is being done to reach the goal?



Map showing areas (in black) for curly-leaf pondweed herbicide treatment



Invasive plants can threaten water quality.



Radio tagging carp.

REDUCING UPSTREAM PHOSPHORUS LOADS

Spring Lake has been continually plagued with poor water quality, due to both upstream pollutant loads from the landscape and internal loads from lake sediments that are recycled each year. An Alum treatment began in 2013 with a 10-year plan to improve water quality and monitor success. Alum helps to better bind phosphorus to the lake sediments, reducing the amount that becomes available to algae. This helps downstream lakes too, including Upper Prior, by introducing less phosphorus into the lake.

MANAGING AQUATIC INVASIVES

Excessive growth of curly-leaf pond, Eurasian Milfoil, and other aquatic invasive plants can overwhelm and displace the local plant communities from lakes. Herbicide treatments to reduce aquatic invasives have been ongoing for many years. Most recently, a herbicide treatment was conducted on Upper and Lower Prior Lakes in the spring of 2015 to remove curly-leaf pondweed. Overabundance of these plants are usually a sign of excessive nutrients, and mitigation efforts should go hand-in-hand with other efforts to improve water quality and the recreational benefit of our local lakes.

REMOVING CARP FROM THE LAKE

Common Carp, an invasive species in Minnesota, have become very common in Prior Lake and Spring Lake. These fish adversely impact water quality by uprooting aquatic plants and stirring up sediment from the lake bottom. They can also cause a release in phosphorus, both from themselves and lake sediments, which can lead to greater algae abundance. PLSLWD has been radio-tagging these carp to monitor areas they congregate and spawn and have now begun actively removing the carp. In late 2016 alone, over 400 carp were captured and permanently removed from the lakes. Ongoing efforts to limit carp migration include temporary carp barriers to limit access to spawning locations. These efforts will improve both the aquatic ecosystem for wildlife as well as water quality in both Upper and Lower Prior Lakes.

Get Involved!

Want to help improve water quality in your nearby lakes and streams? Learn how today!

Prior Lake Spring Lake Watershed District: 952-447-4266

www.plslwd.org

Agreement for Water Quality Project

This Agreement ("Agreement") is made on the _____ day of _____, 2017, between the City of Prior Lake, a Minnesota municipal corporation (hereinafter "City"), and the Prior Lake Spring Lake Watershed District, a Minnesota watershed district under the laws of the State of Minnesota (hereinafter "PLSLWD"), with the City and PSLWD collectively hereinafter referred to as the "Parties".

WHEREAS, the City owns property located at Plat 11011-Sunrise Island, Lots 1-13 in Spring Lake Township, Minnesota, commonly referred to as Raymond Park ("Property");

WHEREAS, PSLWD has received a grant from the Minnesota Department of Natural Resources ("DNR") to complete a water quality project ("Project") on the Property;

WHEREAS, PSLWD has entered into that certain Grant Agreement #120724 with DNR dated February 8, 2017 ("Grant Agreement") setting forth the terms of the grant;

WHEREAS, the Parties desire to enter into this Agreement to grant PSLWD the right to enter upon the Property to complete the Project and to set forth the terms and obligations of the Parties in regards to the Project.

NOW THEREFORE, in consideration of the promises and obligations set forth in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Right of Entry. The City hereby grants PSLWD the right to enter upon the Property to complete and maintain the Project ("Work") pursuant to the terms and conditions of this Agreement and for the duration of maintenance required by the Grant Agreement. The City may, but is not obligated to, inspect the Project.
2. Scope of Work. PSLWD shall complete the Project according to the plans as reviewed and approved by the City and any adjustments to the plans that are approved by the City and conform to the Grant Agreement. PSLWD shall have full control over the Work and the contractor. PSLWD shall comply with all applicable federal, state and local laws, rules and regulations in performing the Work. PSLWD shall be responsible for all costs and expenses related to the Work.
3. Independent Relationship; Indemnification. This Agreement is not a joint powers agreement under Minnesota Statutes section 471.59. PSLWD acts independently and selects the means, method and manner of constructing the Project. No employee, representative, contractor or consultant of any party to this Agreement has acted or may act in any respect as the agent or representative of the other party. PSLWD is not the agent, representative, employee or contractor of the City. PSLWD will hold the City, its officers, council members, employees and agents harmless, and will defend and indemnify the City, with respect to all actions, costs, damages and liabilities of any nature to the extent of: (a) PSLWD's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a negligent or otherwise wrongful act or

omission, or breach of a specific contractual duty owed by PSLWD to City, by a contractor or subcontractor of the PSLWD. No action or inaction of the City or PSLWD under this Agreement creates a duty of care on the part of the City or PSLWD for the benefit of any third party.

4. Maintenance. PSLWD shall be responsible for maintenance of the Project and all costs and expenses of such maintenance for two years from the date of completion of the Project. Upon expiration of the two-year period the PSLWD shall submit the Project to the City for acceptance. If the City accepts the Project in writing, the City shall assume maintenance obligations for the Project in accordance with DNR rules. If the City does not accept the Project, the City shall provide notice in writing to the PSLWD setting forth the reasons the Project was not accepted. PSLWD may resubmit the Project for acceptance to the City at any time. The City shall not be responsible for maintenance of the Project until the City has accepted the Project in writing.

5. Remedies; Immunities. Notwithstanding any other term of this Agreement, the City and PSLWD waive no immunities in tort. This Agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

6. Effective Date. This Agreement is effective when fully executed by both Parties and expires upon completion of the Work by PSLWD and acceptance of the Project in writing by the City.

7. Termination. The City retains the right to terminate this Agreement if construction of the Project is not certified as substantially complete by December 31, 2017; if the grant is revoked or not received for any reason; or if PSLWD, after notice and opportunity to cure, fails to comply with the terms of this Agreement or the Grant Agreement. The City may grant a request to extend the construction-completion period based on satisfactory explanation and documentation of the need for an extension. Upon termination of this Agreement for any reason PSLWD shall restore the Property to a condition substantially similar to the condition prior to commencement of the Work as determined by the City or as the Parties otherwise may agree.

8. Waiver. City's failure to insist on the performance of any obligation under this Agreement does not waive its right in the future to insist on strict performance of that or any other obligation.

9. Venue and Jurisdiction. The Agreement will be construed under and governed by the laws of the State of Minnesota. The appropriate venue and jurisdiction for any legal action hereunder will be Scott County, Minnesota.

10. Grant Agreement. PSLWD shall comply with all terms of the Grant Agreement in relation to the Project and Work.

Executed as of the day and year first written above.

(signatures on following pages)

CITY OF PRIOR LAKE

Mayor

City Manager

PLSLWD

By: _____

Its: _____

NOAH & ASSOCIATES, INC.
8117 Telegraph Road
Bloomington, MN 55438
Tel. (952) 920-2240

February 8, 2017

Ms. Diane Lynch
District Administrator
Prior Lake/Spring lake Watershed District
4646 Dakota Street NE
Prior Lake MN 55372

Dear Diane:

Thank you for contacting me regarding the proposed project to update your compensation program. Your organization has gone through a number of changes since the program was previously updated in 2013. As we discussed, I have prepared the following brief outline of proposed project steps, timing and estimated fees to complete the work.

Project Objective

To update the salary administration program with salary ranges for the various classifications and levels as identified. From our discussion, I am assuming that we will gather salary data for a variety of classifications and levels that represent the current staff positions as well as potential future positions and levels.

Proposed Project Outline

Step 1 – Discussion with you about job descriptions, current incumbent salaries, org charts, etc. We will also discuss the organization's compensation philosophy with regard to the inclusion of public sector and private sector data where appropriate.

Step 2 – Upon receipt of the required information we will collect salary survey information from various published survey sources that are appropriate for the classifications and responsibility levels established. We will then analyze the salary information and develop recommendations regarding a proposed salary structure (with salary zones) for each level. For purposes of this proposal we have assumed 10 classes will be included (e.g. 2 or 3 levels of each job family referenced on page three).

Step 3 - Upon completion of the first draft salary analysis, a meeting will be scheduled with you to discuss the proposed salary structure and determine if modifications are necessary. We estimate that the first draft of the salary analysis will be completed in approximately six weeks after receiving all the information we need from you (current job descriptions, current salaries and the class levels you currently have employees/titles assigned to, etc.).

Step 4 - If appropriate, a second draft with revisions will be prepared and reviewed with you.

Timing and Fee Estimate

Based on the outline above, Noah & Associates, Inc. estimates that it will take approximately two to three months to complete the entire project. Fees are based on the amount of consultant time estimated as necessary to complete these steps. If the scope is altered, a new timing and fee estimate will be necessary.

These costs are estimates and the actual costs will reflect actual time worked by Noah & Associates, Inc. plus any out-of-pocket costs incurred while working on the project (e.g. mileage, postage, report production costs, etc.).

<u>Activity</u>	<u>Estimated Fees</u>
Step 1 – Discussion about job descriptions, levels, etc.	\$ 375 - \$ 500
Step 2 – Conduct salary data collection and analysis	1,875 – 2,400
Step 3 – Meeting/discussion to review 1 st draft	250 - 375
Step 4 – Prepare final report with modifications if needed	(to be determined)
<hr/>	
Total Estimated Fees :	\$2,500 - \$3,275

Diane, I hope that this brief project outline meets your needs at this time. Please let me know if you have any further questions about the project plan. I have included a list of the job classifications we discussed previously. We will begin on data collection as soon as we have discussed the various parameters mentioned and we have received all of the job descriptions, current salaries and assigned classes for your employees. I look forward to the opportunity to work with Prior Lake/Spring Lake Watershed District again.

Best Regards,

Sara Noah, President Noah & Associates, Inc.

Proposed Job Classifications

District Administrator

Project Manager II

Project Manager I

Water Resource Specialist III

Water Resource Specialist II

Water Resource Specialist I

Education, Communication, Outreach Coordinator II

Education, Communication, Outreach Coordinator I

Administrative Assistant II

Administrative Assistant I

BIOGRAPHY - Sara L. Noah

Sara Noah is President of *Noah & Associates, Inc.*, a Minneapolis based consulting firm. She has extensive experience in the Human Resources field both as a corporate practitioner and as a consultant. Prior to establishing *Noah & Associates, Inc.*, in 1991, Ms. Noah worked with William M. Mercer, Inc. the international compensation and benefits consulting firm, as Compensation Practice Leader and Senior Consultant and previously with the DCA Stanton Group, a Minneapolis based consulting firm, as Managing Director and Principal.

Her previous corporate work experience includes the General Motors Corporation in Detroit, where she was assigned to the Executive Compensation and Development staff and Dayton Hudson Corporation where she was the Director of Compensation and Benefits at Dayton's and B. Dalton Booksellers.

Ms. Noah has worked in a wide variety of Human Resources areas including compensation and benefits, staff assessment and development, staffing, training and human resource information systems. In the field of compensation she has extensive experience with all aspects of salary program design and development including job descriptions, job evaluation, performance appraisal, market pricing, individual and group incentive design and supervisory training.

CONSULTING SERVICES

Noah & Associates, Inc. is focused on providing consulting services to employers in the area of human resources. Our services include all aspects of salary and incentive program design, job analysis and descriptions, job evaluation, market pricing, performance appraisal and supervisory training. In addition, special services in organizational development areas such as individual style analysis, development of employee opinion surveys, human resource policy and procedure manuals and assistance with staffing for key positions.



February 9, 2017

Diane Lynch
Administrator
Prior Lake-Spring Lake Watershed District
4646 Dakota Street SE
Prior Lake, MN 55372

Dear Diane:

Thank you for the phone conversation regarding the review and update for the compensation program at Prior Lake/Spring Lake Watershed District (PLSLWD). I appreciate your sending the current salary grade structure; which is very helpful. This letter of understanding outlines the scope of services we discussed and provides a budget estimate for delivering these services.

BACKGROUND AND SCOPE

PLSLWD has a compensation program that was last reviewed in 2012. The organization has five jobs and is currently using an open range salary structure with seven grades. Each grade has a minimum rate, midpoint, and a maximum. You would like to review the current job descriptions, collect market data from a select peer group, evaluate jobs for internal equity, and update the current salary ranges so they are competitive with the market.

STEPS FOR COMPLETING THIS STUDY

1. Review job descriptions to ensure completeness and conduct in-person interviews with two jobholders to confirm job contents with the incumbents.
2. Evaluate 5 jobs using the Keystone Job Leveling System and assign each job to a grade.
3. Collect compensation market data on five jobs from 5-8 comparable agencies. This step would include creating a survey questionnaire to provide a brief summary for each job along with the instructions to help participants match their jobs correctly. This survey effort would be collaborative between Keystone and PSLWD Administrator. Keystone would prepare the survey instrument to collect and analyze the data, the Administrator's involvement in selecting participants and securing their commitment to submit their data is critical. Keystone would make follow up calls to participants to verify quality of their job matches the data they submitted.
4. Use market data and job evaluation grades to revise and update the current salary ranges.
5. Compare current employees' actual pay with the market and with the new ranges to evaluate level of pay competitiveness.
6. Prepare a summary to outline the methodology used, key observations, and recommendations.

BUDGET ESTIMATE AND TIMELINE

This agreement is prepared based on our understanding of the scope of this project and the anticipated consulting services required for completing the following steps:

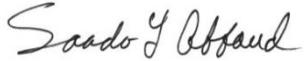
Step I: Project planning, two job interviews, and job descriptions review	\$475
Step II: Evaluate and grade five jobs and collect market data	\$875
Step III: Summarize survey data, update ranges, and competitiveness analysis	\$525
Step IV: Prepare study summary recommendations	\$450
Total for Parts I to IV	\$2,325

The timeline for this study would be determined based on the date of project approval and the level of cooperation from survey participants to collect sufficient market data. We could start this project within two weeks of receiving approval.

Additional work outside the scope of this agreement would be quoted separately upon request.

Diane, I look forward to assisting you with this project. Please call me at: 612.810.3522 or email me at: sabboud@keystonecomp.net with any questions.

Sincerely,



Saado Abboud, Ph.D.
Principal Consultant
Keystone Compensation Group LLC

February 9, 2017

Prior Lake/Spring Lake Compensation Review

APPROVAL

This letter sets forth the understanding of the scope of services provided and professional fees for this agreement between PSLWD and Keystone Compensation Group, LLC. If you approve this agreement, please sign and return a copy to Keystone at: sabboud@keystonecomp.net

Signature:

Diane Lynch

Administrator

Approved by

Title

Date



Saado Y. Abboud, Ph.D.

**Keystone Compensation Group, LLC
Principal Consultant**

3316 Ensign Ave North
Minneapolis MN 55427

Tel: 612.810.3522

Sabboud@keystonecomp.net
www.keystonecomp.net

Saado is the founding partner of Keystone Compensation Group LLC with over twenty five years of experience in the field of compensation. His experience involves all phases of compensation program development, strategy, design and management. His clients include organizations in the private, public, and nonprofit sectors. He consults with top executives and board of directors on executive compensation programs design and management. His combined experience in managing compensation programs as a corporate manager and as a professional consultant gives him a balanced view for solving compensation issues.

Most recently Saado served as Vice President, Compensation Practice for Stanton Group, a regional consulting and survey research firm in Minneapolis. He worked closely with business and HR leaders as well as Boards of Directors to develop rewards programs for executives, middle management, and other employees. Saado's compensation experience includes developing base pay, short-term, and long-term incentive programs to attract and motivate employees. He also helps his clients with communicating their reward programs.

Prior to joining Stanton Group, Saado spent several years in a senior leadership position at Best Buy Co. with responsibilities over corporate compensation programs as well as executive compensation. Among his other accomplishments was taking a key role in restructuring the HR function and leading several HR technology initiatives to support business growth. He contributed articles and interviews to several trade publications, including Workspan, a monthly journal for total rewards professionals, Star Tribune, and the Twin Cities Business Journal.

Early in his career, Saado taught at the college and graduate school levels, domestically and abroad. He has a doctorate and master's degrees from the University of Minnesota in Quantitative Analysis. He also received an MBA degree in Corporate Finance from the University of St. Thomas in Minnesota. Saado is a certified compensation professional (CCP), a member of WorldatWork, and past Chairman of the Local Network Advisory Board for WorldatWork. Saado also served as the Chair of the Twin Cities Compensation Network Board of Directors.



EARNEST MONEY RECEIPT

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1. Date 01/27/17
2. Time _____

3. Buyer's licensee representing or assisting Buyer represents that he/she has in his/her possession earnest money in
 4. the amount of \$ 1,000.00, check number _____,
 5. related to the Purchase Agreement dated January 27th, 20 17, for the property located at
 6. Section 09 Township 114 Range 022 SE1/4 SW1/4 W 10A EX .58A HWY
 (Street)
7. Town of Spring Lake
 (City)
8. Buyer's licensee representing or assisting Buyer will deliver the earnest money pursuant to the above-referenced
 9. Purchase Agreement, but to be returned to Buyer if Purchase Agreement is not accepted by Seller.

10. Buyer and Licensee Representing or Assisting Buyer Information:

11. _____
 (Buyer's Name(s))
12. _____
 (Buyer's Licensee Representing or Assisting Buyer)

MN:EMR (8/14)



PURCHASE AGREEMENT: LAND (NON-RESIDENTIAL)

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which disclaims any liability arising out of use or misuse of this form.
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1. Date 01/27/2017

2. Page 1 of _____

3. BUYER (S): Prior Lake - Spring Lake Watershed District, a political subdivision of the
State of Minnesota

5. Buyer's earnest money in the amount of One Thousand

6. Dollars (\$ 1,000.00) shall
7. be delivered to listing broker no later than two (2) Business Days after Final Acceptance Date of this Purchase
8. Agreement. Buyer and Seller Agree that listing broker shall deposit any earnest money in the listing broker's trust
9. account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase
10. Agreement, whichever is later.

11. Said earnest money is part payment for the purchase of the property legally described as

12. Section/Township/Range Section 09, Township 114, Range 022, SE 1/4 SW 1/4 W 10A EX .58A HWY

13. _____

14. Street Address (see legal description)

15. PID # (s) 119090280

16. _____, City of Town of Spring Lake

17. County of Scott State of Minnesota, including all fixtures, if any,

18. **INCLUDING** **EXCLUDING** all emblems within the Property at the time of this Purchase Agreement, if any,
(Check one.)

19. (collectively the "Property") and **INCLUDING** **EXCLUDING** the following personal property, if any, which shall
(Check one.)

20. be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

21. _____

22. _____

23. _____ ,

24. all of which Property Seller has this day agreed to sell to Buyer for the sum of (\$ 5,000.00)
Five Thousand

26. _____ Dollars,

27. which Buyer agrees to pay in the following manner:

28. **CASH** of \$ 1,000.00 or more in Buyer's sole discretion, which includes the earnest
29. money and the balance to be paid at the time of closing.

30. The date of closing shall be Mar 31, 20 17.

31. **DUE DILIGENCE:** This Purchase Agreement **IS** **IS NOT** subject to a due diligence contingency. (If answer is
(Check one.)

32. **IS**, see attached *Addendum to Commercial Purchase Agreement: Due Diligence.*)

33. This Purchase Agreement **IS** **IS NOT** subject to cancellation of a previously written purchase agreement dated
(Check one.)

34. _____, 20 _____. (If answer is **IS**, said cancellation shall be obtained

35. no later than _____, 20 _____.

36. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall
37. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money
38. paid here to be refunded to Buyer.)



**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

39. Page 2 Date 01/27/201740. Property located at _____ (see legal description) _____ Town of Spring Lake MN _____.41. **OTHER CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if
42. the checked contingencies specified below, if any, are not satisfied or waived, in writing, by Buyer by43. _____, 20_____, this Purchase Agreement is canceled as of said date. Buyer and Seller
44. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
45. money paid here to be refunded to Buyer. (*Check all that apply*)46. **FINANCING CONTINGENCY:** Buyer shall provide Seller, or licensee representing or assisting Seller, with the
47. Written Statement, on or before the date specified on line 43.48. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's
49. mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s)
50. specified in this Purchase Agreement, including both the first mortgage and any subordinate financing, if any,
51. and stating that an appraisal, satisfactory to the lender(s), has been completed and stating conditions required
52. by lender(s) to close the loan.53. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the responsibility
54. for satisfying all conditions, except work orders, required by mortgage originator(s) or lender(s) are deemed
55. accepted by Buyer. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the
56. stated closing date for ANY REASON relating to financing, other than Seller's failure to complete work orders
57. to the extent required by this Purchase Agreement, including but not limited to interest rate and discount points,
58. if any, Seller may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase
59. Agreement is canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall
60. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
61. money paid here to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other
62. remedies allowed by law.63. If the Written Statement is not provided by the date specified on line 43, Seller may, at Seller's option, declare
64. this Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written
65. Statement, in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase
66. Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*
67. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.68. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
69. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and
70. Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing
71. all earnest money paid here to be refunded to Buyer.72. **OTHER CONTINGENCIES:** _____

73. _____

74. _____

75. _____

76. _____

77. _____

78. _____

79. _____

80. _____

81. _____

82. _____

83. Seller's expenses for these contingencies, if any, shall not exceed \$ _____.



**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

84. Page 3 Date 01/27/2017

85. Property located at _____ (see legal description) Town of Spring Lake MN .
86. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)
87. **Warranty Deed**, **Personal Representative's Deed**, **Contract for Deed**, **Trustee's Deed**, or
88. **Other:** _____ **Deed** joined in by spouse, if any, conveying marketable title, subject to
89. (a) building and zoning laws, ordinances, state and federal regulations;
90. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
91. (c) reservation of any mineral rights by the State of Minnesota;
92. (d) utility and drainage easements which do not interfere with existing improvements; and
93. (e) others (must be specified in writing): _____
94. _____
95. **TENANTS/LEASES:** Property **IS** **IS NOT** subject to rights of tenants (if answer is **IS**, see attached *Addendum* (Check one).)
96. *to Commercial Purchase Agreement: Due Diligence.*
97. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease
98. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be
99. provided to Seller within _____ days of Seller's written request. Said consent
100. shall not be unreasonably withheld.
101. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
102. including all penalties and interest.
103. Buyer shall pay **PRORATED FROM DAY OF CLOSING** _____ **12ths OF** **ALL** **NO** real estate
(Check one.)
104. taxes due and payable in the year 20 17 .
105. Seller shall pay, **PRORATED TO DAY OF CLOSING** _____ **12ths OF** **ALL** **NO** real estate taxes
(Check one.)
106. due and payable in the year 20 17 . If the closing date is changed, the real estate taxes paid shall, if prorated,
107. be adjusted to the new closing date.
108. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
109. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate
110. taxes.
111. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**
112. **BUYER SHALL PAY** **SELLER SHALL PAY** on date of closing any deferred real estate taxes
(Check one.)
113. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.
114. **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** **SELLER SHALL PAY ON**
(Check one.)
115. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
116. payable in the year or closing.
117. **BUYER SHALL ASSUME** **SELLER SHALL PAY** on date of closing all other special assessments levied as
(Check one.)
118. of the date of this Purchase Agreement.
119. **BUYER SHALL ASSUME** **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
(Check one.)
120. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
121. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
122. assessments or less, as required by Buyer's lender.)
123. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
124. which is not otherwise here provided.



PURCHASE AGREEMENT: LAND (NON-RESIDENTIAL)

125. Page 4 Date 01/27/2017

126. Property located at _____ (see legal description) Town of Spring Lake MN

127. As of the date of this Purchase Agreement, Seller represents that Seller **HAS** **HAS NOT** received a notice
(Check one.)

128. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
129. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before
130. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and
131. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
132. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
133. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
134. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
135. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
136. directing all earnest money paid here to be refunded to Buyer.

137. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)

138. **IMMEDIATELY AFTER CLOSING;** or

139. **OTHER:** _____

140. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
141. by possession date.

142. **PORATIONS:** All interest and rents shall be prorated between the parties as of date of closing, unless otherwise
143. agreed to in writing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid petroleum gas on the day of closing,
144. at the rate of the last bill by Seller.

145. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date of this Purchase Agreement,
146. Seller shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches
147. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer
148. or Buyer's designated title service provider:

149. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
150. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
151. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
152. insurance policy(ies), including but not limited to the premium(s), Buyer's name search, and plat drawing, if
153. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,
154. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
155. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting
156. Seller, upon cancellation of this Purchase Agreement.

157. (b) An abstract of title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date
158. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for
159. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract
160. shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of this
161. Purchase Agreement. If Property is abstract and Seller does not have an abstract of title, Option (1) will
162. automatically apply.

163. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
164. provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in
165. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer
166. and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party may declare
167. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
168. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
169. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
170. directing all earnest money paid here to be refunded to Buyer.

171. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
172. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
173. warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of
174. the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

175. Page 5 Date 01/27/2017

176. Property located at _____ (see legal description) Town of Spring Lake MN .

177. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any structure on, or improvement to, the Property.

180. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately.

184. **DIMENSIONS:** Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

187. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys, inspections, or tests as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any restoration costs.

190. **RISK OF LOSS:** If there is any loss or damage to the Property between the Final Acceptance Date and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

196. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

197. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified) following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified) ending at 11:59 P.M. on the last day.

200. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless stated elsewhere by the parties in writing.

202. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller shall affirm the same by a written cancellation agreement.

205. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions of MN Statute 559.21.

207. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of action arises.

210. METHAMPHETAMINE PRODUCTION DISCLOSURE:

211. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

212. Seller is not aware of any methamphetamine production that has occurred on the Property.

213. Seller is aware that methamphetamine production has occurred on the Property.

214. (See Disclosure Statement: *Methamphetamine Production*.)

215. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are filed with the county recorder in each county where the zoned area is located. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

219. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at www.corr.state.mn.us.

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

224. Page 6 Date 01/27/2017

225. Property located at _____ (see legal description) _____ Town of Spring Lake MN _____.

226. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS PURCHASE AGREEMENT.**

229. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

230. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this

231. Purchase Agreement consists of approximately 10 acres and is currently zoned
vacant land

232. _____

233. _____

234. _____

235. Seller discloses, to the best of Seller's knowledge, that the Property **IS** **IS NOT** in a designated flood plain
(Check one.)-----

236. area.

237. Seller discloses, to the best of Seller's knowledge, that the Property **DOES** **DOES NOT** currently receive
(Check one.)-----

238. preferential tax treatment (e.g. Green Acres).

239. Seller discloses, to the best of Seller's knowledge, that the Property **IS** **IS NOT** enrolled in any Federal, State, or
(Check one.)-----

240. local governmental programs (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers, Sustainable
241. Forest Incentive Act, etc.).

242. **ENVIRONMENTAL CONCERNs:** To the best of the Seller's knowledge there are no hazardous substances or
243. underground storage tanks, except where noted here:

244. _____

245. _____

246. _____

247. **(Check appropriate boxes.)**

248. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

249. **CITY SEWER** **YES** **NO** / **CITY WATER** **YES** **NO**

250. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

251. SELLER **DOES** **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING
(Check one.)-----

252. **THE PROPERTY.** (If answer is **DOES**, and the system does not require a state permit, see *Subsurface Sewage
Treatment System Disclosure Statement*.)

254. **PRIVATE WELL**

255. SELLER **DOES** **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well
(Check one.)-----

256. is located on the Property, see *Well Disclosure Statement*.)

257. THIS PURCHASE AGREEMENT **IS** **IS NOT** SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:
(Check one.)-----

258. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**

259. (If answer is **IS**, see attached Addendum.)

260. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**

261. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT : SUBSURFACE
SEWAGE TREATMENT SYSTEM .**

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

263. Page 7 Date 01/27/2017

264. Property located at _____ (see legal description) _____ Town of Spring Lake MN _____.

265.

NOTICE

266. Ryan O'Neill
 (Licensee)

is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Check one.)

267. RE/MAX Advantage Plus
 (Real Estate Company Name)

268. _____
 (Licensee)

is Seller's Agent Buyer's Agent Dual Agent Facilitator.
(Check one.)

269. _____
 (Real Estate Company Name)

270. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

278. **CONSENT TO DUAL AGENCY**

279. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both parties. Both parties acknowledge that

283. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will be shared;

286. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

287. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the sale.

289. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

291. **SELLER:** _____

292. _____
 (Date)

293. **SELLER:** _____

294. _____
 (Date)

BUYER: _____

 (Date)

BUYER: _____

 (Date)

295. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the cash outlay at closing or reduce the proceeds from the sale.

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

297. Page 8 Date 01/27/2017

298. Property located at _____ (see legal description) _____ Town of Spring Lake MN _____.

299. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.
300. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed.
301. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security numbers.
302. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to assure either party whether the transaction is exempt from FIRPTA withholding requirements.**
303. **NOTE:** MN Statute 500.21 establishes certain restrictions on the acquisition of title to agricultural land by aliens and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the sale of agricultural land and Buyer is a foreign person.
304. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase Agreement.
305. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.
306. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.
307. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract for deed.

308. **OTHER:** _____

309. _____

310. _____

311. _____

312. _____

313. _____

314. _____

315. _____

316. _____

317. _____

318. _____

319. _____

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

338. Page 9 Date 01/27/2017

339. Property located at _____ (see legal description) Town of Spring Lake MN .

340. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.

341. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).

342. **NOTE: Disclosures and optional Arbitration Agreement** are not part of this Purchase Agreement and should

343. not be part of the page numbering.

344. I, the owner of the Property, accept this Purchase

345. Agreement and authorize the listing broker to withdraw

346. said Property from the market, unless instructed otherwise

347. in writing.

348. **I have reviewed all pages of this Purchase Agreement.**

349. If checked, this Agreement is subject to attached

350. **Addendum to Purchase Agreement: Counteroffer.**

351. **FIRPTA:** Seller represents and warrants, under penalty

352. of perjury, that Seller IS IS NOT a foreign person (i.e., a
 _____(Check one.)_____

353. non-resident alien individual, foreign corporation, foreign
 354. partnership, foreign trust, or foreign estate for purposes of
 355. income taxation. (See lines 299-315.) This representation
 356. and warranty shall survive the closing of the transaction
 357. and the delivery of the deed.

358. SELLER


 1/27/2017 4:33:47 PM CST


 Mary Zard
 1/27/2017 3:23:33 PM CST

360. By: Joan Goggins and Mary Zard

361. Its: _____ Owner
 (Title)

362. 01/27/2017
 (Date)

363. SELLER


 1/27/2017 4:33:13 PM CST


 1/30/2017 1:56:51 PM CST

365. By: Nancy Kathleen O'Neill and Sharon Traxler

366. Its: _____ Owner
 (Title)

367. 01/27/2017
 (Date)

368. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date

369. is the date on which the fully executed Purchase Agreement is delivered.

370. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
 371. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN:PA:L-9 (8/16)

I agree to purchase the Property for the price and on
 the terms and conditions set forth above.

**I have reviewed all pages of this Purchase
Agreement.**

BUYER

By: _____

Its: _____
 (Title)

(Date)

BUYER

By: _____

Its: _____
 (Title)

(Date)



DISCLOSURE STATEMENT: VACANT LAND

This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
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1. Date 01/27/2017
2. Page 1 of 10 pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED HERETO AND
4. MADE A PART HEREOF

5. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

6. **NOTICE:** This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.
7. Under Minnesota law, Sellers of residential property, with limited exceptions listed on page nine (9), are obligated to disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.
8. MN Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event before closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing, of any facts disclosed herein (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.
9. Seller has disclosure alternatives allowed by MN Statutes. See *Seller's Disclosure Alternatives* form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the transaction.
10. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:
11. "Residential real property" or "residential real estate" means property occupied as, or *intended to be occupied* as, a single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause (10), regardless of whether the unit is in a common interest community not subject to Chapter 515B.
12. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any other option.
13. **INSTRUCTIONS TO BUYER:** Buyers are encouraged to thoroughly inspect the land personally or have it inspected by a third party, and to inquire about any specific areas of concern. **NOTE:** If Seller answers "NO" to any of the questions listed below, it does not necessarily mean that it does not exist on the land, did not occur, or does not apply. NO may mean that Seller is unaware.
14. **INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or inspection report(s) when completing this form. (3) Describe conditions affecting the land to the best of your knowledge. (4) Attach additional pages with your signature if additional space is required. (5) Answer all questions. (6) If any items do not apply, write "NA" (not applicable).

32. Land location or identification see legal description,
(Address/Section/Township/Range)

33. PID # 119090280, Legal Description Section 09, Township 114, Range 022, SE 1/4 SW 1/4 W 10A EX .58A HWY,

34. City or Township of Town of Spring Lake, County of Scott, State of Minnesota.

35. A. GENERAL INFORMATION: The following questions are to be answered to the best of Seller's knowledge.

36. (1) What date 1980 did you acquire the land?
37. (2) Type of title evidence: Abstract Registered (Torrens) Unknown
38. Location of Abstract: _____
39. Is there an existing Owner's Title Insurance Policy? Yes No
40. (3) Are you in possession of prior vacant land disclosure statement(s)?
(If "Yes," please attach if in your possession.) Yes No
41. (4) Are there any current or past Phase I, Phase II or Phase III Environmental Site Assessment(s)? (If "Yes," please attach if in your possession.) Yes No
42. (5) Access (where/type): _____
43. Is access (legal and physical) other than by direct frontage on a public road? Yes No


**DISCLOSURE STATEMENT:
VACANT LAND**

46. Page 2

47. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

48. Property located at _____	<u>see legal description</u>	Town of Spring Lake	MN
49. (6) Has the land been surveyed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
50. Year surveyed: _____			
51. What company/person performed the survey? _____			
52. Name: _____ Address: _____ Phone: _____			
53. (7) Is this platted land?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
54. If "Yes,"			
55. has the plat been recorded?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
56. do you have a certificate of survey in your possession?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
57. If "Yes," who completed the survey? _____ When? _____			
58. (8) Are there any property markers on the land?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
59. If "Yes," give details: _____			
60. _____			
61. (9) Is the land located on a public or private road?	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private	<input type="checkbox"/> Public: no maintenance
62. (10) Are there any private or non-dedicated roadways that you are responsible for?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
63. (11) Are there any rivers, lakes, ponds, creeks, streams or springs running			
64. through the land or along a boundary line?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
65. (12) <u>Flood Insurance:</u> All properties in the state of Minnesota have been assigned a flood zone designation.			
66. Some flood zones may require flood insurance.			
67. (a) Do you know which zone the property is located in?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
68. If "Yes," which zone? _____			
69. (b) Have you ever had a flood insurance policy?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
70. If "Yes," is the policy in force?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
71. If "Yes," what is the annual premium? \$ _____			
72. If "Yes," who is the insurance carrier? _____			
73. (c) Have you ever had a claim with a flood insurance carrier or FEMA?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
74. If "Yes," please explain: _____			
75. _____			
76. NOTE: Whether or not Seller currently carries flood insurance, it may be required in the future. Flood			
77. insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums			
78. previously charged for flood insurance for the property. As a result, Buyer should not rely on the premiums			
79. paid for flood insurance on this property previously as an indication of the premiums that will apply after			
80. Buyer completes their purchase.			
81. (13) Is the land located in a drainage district, County or Judicial Drainage System?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
82. (14) Is the land drain tiled?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
83. (15) Is there a private drainage system on the land?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
84. (16) Is the land located within a government designated disaster evacuation zone (e.g., nuclear facility, hazardous chemical facility, hazardous waste facility)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		


**DISCLOSURE STATEMENT:
VACANT LAND**

86. Page 3

87. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.
88. Property located at see legal description Town of Spring Lake MN.89. (17) Are there encroachments? Yes No

90. (18) Please provide clarification or further explanation for all applicable "Yes" responses in Section A:

91. _____

92. _____

93. **B. GENERAL CONDITION:** The following questions are to be answered to the best of Seller's knowledge.94. (1) Are there any structures, improvements or emblements (e.g., crops) included in the sale? Yes No

95. If "Yes," list all items: _____

96. _____

97. _____

98. _____

99. _____

100. (2) Are there any abandoned or junk motor vehicles, equipment of any kind, or debris included in the sale? Yes No

101. If "Yes," list all items: _____

102. _____

103. _____

104. (3) Are there any drainage issues, flooding or conditions conducive to flooding? Yes No105. (4) Has there been any damage by wind, fire, flood, hail or other cause(s)? Yes No

106. If "Yes," give details of what happened and when: _____

107. _____

108. (5) Were there any previous structures on the land? Yes No109. (6) Are there any settling, erosion or soil movement problems on or affecting the land? Yes No110. (7) Are there any gravel pits, caves, sink holes, or mineshafts on or affecting the land? Yes No

111. (8) For any questions in Section B answered "Yes," please explain: _____

112. _____

113. _____

114. **C. USE RESTRICTIONS:** The following questions are to be answered to the best of Seller's knowledge.

115. (1) Do any of the following types of covenants, conditions, reservations of rights or use, or restrictions affect the use or future resale of the land?

117. (a) Are there easements, other than utility or drainage easements? Yes No118. (b) Are there any public or private use paths or roadway rights of way/easement(s)? Yes No120. (c) Are there any ongoing financial maintenance or other obligations related to the land that the buyer will be responsible for? Yes No122. (d) Are there any communication, power, wind, pipeline (utility or drainage) or other utility rights of way/easement(s)? Yes No134. (e) Are there any railroad or other transportation rights of way/easement(s)? Yes No135. (f) Is there subdivision or other recorded covenants, conditions or restrictions? Yes No


**DISCLOSURE STATEMENT:
VACANT LAND**

136. Page 4

137. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

138. Property located at _____	see legal description	Town of Spring Lake	MN
139. (g) Are there association requirements or restrictions?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
140. (h) Is there a right of first refusal to purchase?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
141. (i) Is the land within the boundaries of a Native American reservation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
142. (j) Are there any Department of Natural Resources restrictions?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
143. (k) Is the land located in a watershed district?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
144. (l) Is the land enrolled in any Federal, State, or local governmental programs (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers, Sustainable Forest Incentive Act, etc.)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
145. (m) Are there any USDA Wetland Determinations?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
146. (n) Are there any USDA Highly Erodible Land Determinations?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
147. (o) Are there any conservation practices installed (e.g., terracing, waterways, control structures)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
148. (p) Are there any Federal or State listed species? <input type="checkbox"/> Plants <input type="checkbox"/> Animals	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
149. (q) Are there any third parties which have an interest in the mineral rights?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
150. (r) Is there any forfeiture or transfer of rights (e.g., mineral, timber, development, etc.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
151. (s) Are there any historical registry restrictions?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
152. (t) If any of the questions in Section C(1) are answered "Yes," please provide written copies of these covenants, conditions, reservations or restrictions if in your possession: _____			
153. _____			
154. _____			
155. _____			
156. _____			
157. _____			
158. _____			
159. _____			
160. (2) Have you ever received notice from any person or authority as to any breach of any of these covenants, conditions, reservations or restrictions?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
161. If "Yes," please explain: _____			
162. _____			
163. _____			
164. _____			
165. (3) Is the land currently rented?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
166. If "Yes," is there a written lease?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
167. If "Yes," please provide a copy of the lease if in your possession or provide information:			
168. Lease start date: _____			
169. Lease end date: _____			
170. Number of acres leased: _____			
171. Price/acre: _____			
172. Terms of lease: _____			
173. Renter's name: _____	Phone number: _____		
174. May the renter be contacted for information on the land?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
175. (4) Is woodland leased for recreational purposes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
176. (5) Has a timber cruise been completed on woodland?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		


**DISCLOSURE STATEMENT:
VACANT LAND**

177. Page 5

178. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

179. Property located at _____	<u>see legal description</u>	Town of Spring Lake	MN
180. (6) Has timber been harvested in past 25 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
181. If "Yes," what species was harvested? _____			
182. Was harvest monitored by a registered forester? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
183. (7) Are there plans for a new road, expansion of an existing road, airport, trail, affect by railroad or other improvement that may affect this land?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
184. If "Yes," please explain: _____			
185. _____			
186. _____			
187. (8) Are there any zoning violations, nonconforming uses or unusual restrictions on the land that would affect future construction or remodeling?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
188. D. UTILITIES: The following questions are to be answered to the best of Seller's knowledge.			
190. (1) Have any percolation tests been performed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
191. When? _____ By whom? _____			
192. Attach copies of results, if in your possession.			
193. (2) Subsurface Sewage Treatment System Disclosure: (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)			
194. Seller certifies that Seller <input type="checkbox"/> DOES <input checked="" type="checkbox"/> DOES NOT know of a subsurface sewage treatment system on or serving _____ <i>(Check one.)</i>			
195. the above-described real property. (If answer is DOES, and the system does not require a state permit, see Disclosure Statement: Subsurface Sewage Treatment System.)			
196. <input type="checkbox"/> There is an abandoned subsurface sewage treatment system on the above-described real property. <i>(See Disclosure Statement: Subsurface Sewage Treatment System.)</i>			
197. (3) Private Well Disclosure: (A well disclosure and Certificate are required by MN Statute 103I.235.) <i>(Check appropriate box.)</i>			
198. <input checked="" type="checkbox"/> Seller certifies that Seller does not know of any wells on the above-described real property.			
199. <input type="checkbox"/> Seller certifies there are one or more wells located on the above-described real property. <i>(See Disclosure Statement: Well.)</i>			
200. Are there any wells serving the above-described property that are not located on the land? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
201. If "Yes":			
202. (1) How many properties or residences does the shared well serve? _____			
203. (2) Is there a maintenance agreement for the shared well? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
204. If "Yes," what is the annual maintenance fee? \$_____			
205. Is the land in a Special Well Construction Area? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
206. (4) Are any of the following presently existing <u>within</u> the land:			
207. (a) connection to public water? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
208. (b) connection to public sewer? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
209. (c) connection to private water system off-property? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
210. (d) connection to electric utility? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
211. (e) connection to pipelines (natural gas, petroleum, other)? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
212. (f) connection to communication, power or utility lines? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
213. (g) connection to telephone? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
214. (h) connection to fiber optic? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
215. (i) connection to cable? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		


**DISCLOSURE STATEMENT:
VACANT LAND**

222. Page 6

223. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

224. Property located at _____ see legal description Town of Spring Lake MN _____.

225. (5) Are any of the following existing at the boundary of the land:

- | | | |
|---|---|--|
| 226. (a) public water system access? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 227. (b) private water system access? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 228. (c) co-op water system access? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 229. (d) shared water system access? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 230. (e) electric service access? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 231. (f) pipeline (natural gas, petroleum, other) access? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 232. (g) communication, power or utility line access? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 233. (h) telephone access? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 234. (i) fiber optic access? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 235. (j) cable access? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

236. E. ENVIRONMENTAL CONCERNS: The following questions are to be answered to the best of Seller's knowledge.

237. (1) Are there any buried storage tanks or buried debris or waste on the land? Yes No

238. If "Yes," give details: _____

239. _____

240. (2) Are there any hazardous or toxic substances or wastes in, on, or affecting the land? Yes No

241. If "Yes," give details: _____

242. _____

243. (3) Have any soil tests been performed? Yes No

244. When? _____ By whom? _____

245. Attach copies of results if in your possession.

246. (4) Are there any soil problems? Yes No

247. If "Yes," give details: _____

248. _____

249. (5) Are there any dead or diseased trees? Yes No

250. If "Yes," give details: _____

251. (6) Are there any insect/animal/pest infestations? Yes No

252. If "Yes," give details: _____

253. _____

254. (7) Are there any animal burial pits? Yes No

255. If "Yes," give details: _____

256. (8) Are there any unused wells or other potential environmental hazards (e.g., fuel or
257. chemical storage tanks, contaminated soil or water) on the land? Yes No

258. If "Yes," give details: _____

259. _____

260. (9) Did the land at one time abut or was located in close proximity to a gas station, refuse
261. disposal site, toxic substance storage site, junk yard or other pollution situation? Yes No

262. If "Yes," give details: _____

263. _____


**DISCLOSURE STATEMENT:
VACANT LAND**

264. Page 7

265. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

266. Property located at _____	<u>see legal description</u>	<u>Town of Spring Lake</u>	<u>MN</u>
267. (10) Is the land located in or near an agricultural zone? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
268. If "Yes," the land may be subjected to normal and accepted agricultural practices and operations including, but not limited to noise; dust; day and nighttime operation of farm machinery; the raising and keeping of livestock; and the storage and application of manure, fertilizers, soil amendments, herbicides and pesticides associated with normal agricultural operations.			
272. Gardens and new tree plantings will be at least 30 feet from all surrounding property lines bordering any agricultural field.			
274. (11) Are there any landfills or waste disposal sites within two (2) miles of the land? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
275. If "Yes," give details: _____			
276. _____			
277. (12) Is there any government sponsored clean-up of the land? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
278. If "Yes," give details: _____			
279. _____			
280. (13) Are there currently, or have previously been, any orders issued on the land by any governmental authority ordering the remediation of a public health nuisance on the land? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
283. If "Yes," Seller certifies that all orders <input type="checkbox"/> HAVE <input type="checkbox"/> HAVE NOT been vacated. <small>(Check one.)-----</small>			
284. (14) Other: _____			
285. _____			
286. _____			
287. F. PREFERENTIAL PROPERTY TAX TREATMENT: Is the land subject to any preferential property tax status or any other credits affecting the land (e.g., Disability, Green Acres, Rural Preserve, Exclusive Ag Covenant)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
290. If "Yes," would these terminate upon the sale of the land? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
291. Explain: _____			
292. _____			
293. G. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply.			
296. Seller represents that Seller <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, <small>(Check one.)-----</small> foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall survive the closing of any transaction involving the property described herein.			
299. NOTE: If the above answer is "IS," Buyer may be subject to income tax withholding in connection with the transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.			
302. If the above answer is "IS NOT," Buyer may wish to obtain specific documentation from Seller ensuring Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal Revenue Code.			
305. Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer's responsibility for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to assure either party whether the transaction is exempt from the FIRPTA withholding requirements.			


**DISCLOSURE STATEMENT:
VACANT LAND**

309. Page 8

310. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

311. Property located at _____ see legal description Town of Spring Lake MN .

312. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:

(A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

314. Seller is not aware of any methamphetamine production that has occurred on the land.315. Seller is aware that methamphetamine production has occurred on the land.

316. (See Disclosure Statement: Methamphetamine Production.)

317. **I. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The land may be in or near an airport safety zone with zoning regulations adopted by the governing body that may affect the land. Such zoning regulations are filed with the county recorder in each county where the zoned area is located. If you would like to determine if such zoning regulations affect the land, you should contact the county recorder where the zoned area is located.

321. **J. CEMETERY ACT:** MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs or removes human skeletal remains or human burial grounds is guilty of a felony.

324. To your knowledge, are you aware of any human remains, burials or cemeteries located on the land? Yes No

326. If "Yes," please explain: _____

327. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN Statute 307.08, Subd. 7.

331. **K. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry and person registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the land is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at www.corr.state.mn.us.

336. **L. NOTICES/OTHER DEFECTS/MATERIAL FACTS:** The following questions are to be answered to the best of Seller's knowledge.

338. **Notices:** Seller HAS HAS NOT received a notice regarding any proposed improvement project from any assessing authorities, the costs of which project may be assessed against the property. If "HAS," please attach and/or explain : _____

341. _____

342. **Other Defects/Material Facts:** Are there any other material facts that could adversely and significantly affect an ordinary buyer's use or enjoyment of the land or any intended use of the land? Yes No

344. If "Yes," explain: _____

345. _____

346. M. ADDITIONAL COMMENTS:

347. _____

348. _____

349. _____

350. _____

351. _____

352. _____



**DISCLOSURE STATEMENT:
VACANT LAND**

353. Page 9

354.	THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.
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355. Property located at _____ see legal description Town of Spring Lake MN .

356. N. MN STATUTES 513.52 THROUGH 513.60:

357. Exceptions

The seller disclosure requirements of MN Statutes 513.52 through 513.60 **DO NOT** apply to

- 359. (1) real property that is not residential real property;
- 360. (2) a gratuitous transfer;
- 361. (3) a transfer pursuant to a court order;
- 362. (4) a transfer to a government or governmental agency;
- 363. (5) a transfer by foreclosure or deed in lieu of foreclosure;
- 364. (6) a transfer to heirs or devisees of a decedent;
- 365. (7) a transfer from a cotenant to one or more other co-tenants;
- 366. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;
- 367. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;
- 369. (10) a transfer of newly constructed residential property that has not been inhabited;
- 370. (11) an option to purchase a unit in a common interest community, until exercised;
- 371. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
- 373. (13) a transfer to a tenant who is in possession of the residential real property; or
- 374. (14) a transfer of special declarant rights under section 515B.3-104.

375. Waiver

The written disclosure required under sections 513.52 to 513.60 may be waived if Seller and the prospective Buyer agree in writing. Waiver of the disclosure required under sections 513.52 to 513.60 does not waive, limit or abridge any obligation for seller disclosure created by any other law.

379. No Duty to Disclose

- 380. A. There is no duty to disclose the fact that the property
 - 381. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;
 - 383. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or
 - 384. (3) is located in a neighborhood containing any adult family home, community-based residential facility or nursing home.
- 386. B. **Predatory Offenders.** There is no duty to disclose information regarding an offender who is required to register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely manner, provides a written notice that information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency where the property is located or the Department of Corrections.
- 391. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A and B for property that is not residential property.
- 393. D. **Inspections.**
 - 394. (1) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real property if a written report that discloses the information has been prepared by a qualified third party and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a federal, state or local governmental agency, or any person whom Seller or prospective buyer reasonably believes has the expertise necessary to meet the industry standards of practice for the type of inspection or investigation that has been conducted by the third party in order to prepare the written report.
 - 400. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information included in a written report under paragraph (i) if a copy of the report is provided to Seller.



DISCLOSURE STATEMENT: VACANT LAND

402. Page 10

403. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER'S KNOWLEDGE.

404. Property located at _____ see legal description _____ Town of Spring Lake MN _____.

405. O. SELLER'S STATEMENT:

(To be signed at time of listing.)

407. Seller(s) hereby states the facts as stated above are true and accurate and authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

415. **Seller is obligated to continue to notify Buyer in writing of any facts that differ from the facts disclosed herein (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.**

418. To disclose new or changed facts, please use the *Amendment to Disclosure Statement* form.

  01/27/2017
 419. 1/27/2017 4:22:58 PM CST (Seller) Sean Goggins / Sharon Traxler (Date)

  01/27/2017
 1/27/2017 4:22:58 PM CST (Buyer) Kathleen O'Neill / Mary Zard (Date)

420. P. BUYER'S ACKNOWLEDGEMENT:

(To be signed at time of purchase agreement.)

422. I/We, the Buyer(s) of the property, acknowledge receipt of this *Disclosure Statement: Vacant Land* and agree that no representations regarding facts have been made other than those made above. This Disclosure Statement is not a warranty or guarantee of any kind by Seller or licensee representing or assisting any party in the transaction and is not a substitute for any inspections or warranties the party(ies) may wish to obtain.

426. The information disclosed is given to the best of Seller's knowledge.

427. _____ (Buyer) _____ (Date) _____ (Buyer) _____ (Date)

428. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE
429. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**



DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.

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1. Page 1

2.

ARBITRATION DISCLOSURE

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use
4. or enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing
5. to binding arbitration, **you give up your right to go to court**. By signing the RESIDENTIAL REAL PROPERTY
6. ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on page two (2), you agree to binding arbitration under the
7. Residential Real Property Arbitration System ("Arbitration System") administered by National Center for Dispute Settlement
8. ("NCDS") and endorsed by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is
9. enforceable only if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers.
10. The ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. Your *Purchase Agreement* will still be
11. valid whether or not you sign the ARBITRATION AGREEMENT.

12. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It
13. is not government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS
14. and the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of
15. NCDS.

16. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding
17. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims
18. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under
19. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to
20. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that
21. regulates the real estate profession, about licensee compliance with state law.

22. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more
23. than initial court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed
24. in conciliation court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive
25. to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The
26. right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

27. **A request for arbitration must be filed within 24 months of the date of the closing on the property or
else the claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month
limitation period provided herein.**

30. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with
31. NCDS. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator
32. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request
33. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,
34. architecture, engineering, construction or other related fields.

35. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days
36. in advance. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five
37. (5) days advance notice to the other party and to NCDS. Each party may present evidence, including documents or
38. testimony by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must
39. be in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the
40. parties' agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying
41. an award. The arbitrator may require the party who does not prevail to pay the administrative fee.

42. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general
overview of the Arbitration System rules.** For specific information regarding the administrative fee, please see the
43. Fee Schedule located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling
44. (800) 777-8119 or (866) 727-8119 or on the Web at www.ncdsusa.org or from your REALTOR®. If you have any questions
45. 46. about arbitration, call NCDS at (800) 777-8119 or (866) 727-8119 or consult a lawyer.



**DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT**

47. Page 2

48. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**
 49. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

51. For the property located at _____ (see legal description) .

52. City of Town of Spring Lake, County of Scott, State of Minnesota.

53. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or
 54. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*
 55. dated January 27th, 20 17, including claims of fraud, misrepresentation, warranty and
 56. negligence, shall be settled by binding arbitration. National Center for Dispute Settlement shall be the arbitration service
 57. provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of REALTORS®
 58. shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect at the time the
 59. Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one (1). This
 60. Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement is
 61. only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to
 62. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a
 63. broker shall bind the broker and all licensees of that broker.

64.  01/27/2017 (Seller's Signature) (Buyer's Signature) (Date)

65. Joan Goggins and Mary Zard (Seller's Printed Name) (Buyer's Printed Name) (Date)

66. _____ (Seller's Signature) (Buyer's Signature) (Date)

67. Nancy Kathleen O'Neill and Sharon Traxler (Seller's Printed Name) (Buyer's Printed Name) (Date)

68. Declined
 (Licensee Representing or Assisting Seller) (Date)
Ryan O'Neill (Buyer's Representative) (Date)

69. _____ (Company Name) RE/MAX Advantage Plus (Company Name) (Date)

70. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT
 71. BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

Radon in Real Estate Transactions

All Minnesota homes can have dangerous levels of radon gas. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the soil. When inhaled, it can damage the lungs. Long-term exposure to radon can lead to **lung cancer**. About 21,000 lung cancer deaths each year in the United States are caused by radon.

The only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates 2 in 5 homes exceed the 4.0 pCi/L action level. Whether a home is old or new, **any home can have high levels of radon**.

The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.

Disclosure Requirements



Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. **Before signing a purchase agreement to sell or transfer residential real property**, the seller shall provide this publication and shall disclose in writing to the buyer:

1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon levels, mitigation, or remediation;
4. information on the radon mitigation system, if a system was installed; and
5. a radon warning statement.

MDH Minnesota
Department of Health
INDOOR AIR UNIT

Radon Facts

How dangerous is radon? Radon is the number one cause of lung cancer in non-smokers, and the second leading cause overall. Your risk for lung cancer increases with higher levels of radon, prolonged exposure, and whether or not you are a current smoker or former smoker.

Where is your greatest exposure to radon? For most Minnesotans, your greatest exposure is at home where radon can concentrate indoors.

What is the recommended action based on my results? If the average radon in the home is at or above 4.0 pCi/L, the home's radon level should be reduced. Also, consider mitigating if radon levels are between 2.0 pCi/L and 3.9 pCi/L. Any amount of radon, even below the recommended action level, carries some risk.



MDH Radon Program
PO Box 64975
St Paul, MN 55164-0975
health.indoor@state.mn.us
www.health.state.mn.us/radon
651-201-4601
800-798-9050

Radon Testing

Any test lasting less than three months requires **closed-house conditions**. Keep all windows and doors closed, except for normal entry and exit.

Before testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During testing: Maintain closed-house conditions during the entire duration of the short-term test. Operate home heating or cooling systems normally during the test. Test for at least 48 hours.

Where should the test be conducted? Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. This is typically in the basement, whether finished or unfinished.

Place the test kit:

- twenty inches to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas or areas of high heat or humidity

Radon Mitigation

When elevated levels of radon are found, they can be easily reduced by a certified radon mitigation professional.

Radon mitigation is the process used to reduce radon concentrations in buildings. This is done by drawing soil gas from under the house and venting it above the roof. A quality mitigation system should reduce levels to below 4.0 pCi/L, if not lower.

After a radon mitigation system is installed perform an independent short-term test to ensure the reduction system is effective. Operate the radon system during the entire test. This test will confirm low levels in the home. Be sure to retest the house every two years to confirm continued radon reduction.

Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator."

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling".

How are radon tests conducted in real estate transactions? There are special protocols for radon testing. The two most common ways to test are either using a calibrated continuous radon monitor (CRM) or two-short term test kits used at the same time. The short-term test kits are placed 4 inches apart and the results are averaged.

Continuous Radon Monitor (CRM)

Fastest



Simultaneous Short-term Testing

Second Fastest



All radon tests should be conducted by a certified professional. This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon website. If the seller previously conducted testing in a property at or above 4 pCi/L, the home should be mitigated.

PRIOR LAKE - SPRING LAKE

WATERSHED DISTRICT

WORKSHOP MEETING MINUTES

Tuesday, January 10, 2017

Prior Lake City Hall

Members Present: Curt Hennes, Woody Spitzmueller, Charlie Howley, Fred Corrigan & Marianne Breitbach

Staff Present: Diane Lynch, District Administrator; Maggie Karschnia, Project Manager; Kathryn Keller-Miller, Water Resources Assistant and Jaime Rockney, Water Resources Specialist

Others Present: City Councilmembers: Mayor Kirt Briggs, Kevin Burkhardt, Zach Braid and Annette Thompson

The meeting was called to order by Curt Hennes, Board President, at 4:15 p.m.

Meeting with New City Councilmembers

Administrator Lynch reviewed a PowerPoint presentation and then Chair Hennes opened up the meeting for questions and comments. The Councilmembers left at 5:45 p.m. so that the Board could discuss Board appointments.

Board Appointments

Members discussed board officers.

The meeting adjourned at 5:55 p.m.

Charlie Howley, Secretary

PRIOR LAKE - SPRING LAKE

WATERSHED DISTRICT

REGULAR MEETING MINUTES

Tuesday, January 10, 2017

Prior Lake City Hall

6:00 PM

Members Present: Curt Hennes, Charlie Howley, Marianne Breitbach, Fred Corrigan & Woody Spitzmueller

Staff & Consultants Present: Diane Lynch, District Administrator
Maggie Karschnia, Water Resources Project Manager
Jaime Rockney, Water Resources Specialist
Carl Almer, EOR

Others Present: Dave Beer, Scott County Commissioner

- **CALL TO ORDER/PLEDGE OF ALLEGIANCE:** Meeting called to order by President Hennes at 6:09 PM.
- **2.0 PUBLIC COMMENT:** None
- **3.0 APPROVAL OF AGENDA:**
Manager Howley moved to approve the agenda. Second by Manager Breitbach. All ayes. Motion passed 5-0.
- **4.0 CONSENT AGENDA:**
Manager Corrigan moved to approve the consent agenda. Second by Manager Breitbach. All ayes. Motion passed 5-0.
- **5.1 CLAIMS LIST:**
Manager Breitbach moved to approve the claims list. Second by Manager Spitzmueller. All ayes. Motion passed 5-0.
- **5.2 & 5.3 CASH & INVESTMENTS/FINANCIAL REPORT**
Manager Spitzmueller gave updates on financial statements, cash and investments.

OTHER OLD/NEW BUSINESS

- **6.1 MANAGER PRESENTATIONS**
Board of Managers gave brief comments about different liaison meetings they have attended in the last month.

- **6.2 PROGRAMS & PROJECTS UPDATE**

Staff gave verbal updates on current and future projects and activities.

- **6.3 ELECTION OF OFFICERS**

Manager Woody Spitzmueller moved to appoint Fred Corrigan as President.

Manager Woody Spitzmueller moved to reappoint Marianne Breitbach as Vice President.

Manager Fred Corrigan moved to reappoint Woody Spitzmueller as Treasurer.

Manager Woody Spitzmueller moved to reappoint Charlie Howley as Secretary.

All ayes. Motion passed 5-0.

No changes to meeting liaison assignments.

- **6.4 2017 BOARD MEETING SCHEDULE**

Manager Breitbach moved to approve the 2017 Board Meeting Schedule. Second by Manager Corrigan. All ayes. Motion passed 5-0.

- **6.5 DUCKS UNLIMITED WETLAND EXTENSION**

Manager Howley moved to approve the initial offer for an acquisition of the 10-acre parcel for \$5000. Staff will make an offer to the current owner of the property and would commence with due diligence on the title for the property. Second by Manager Corrigan. All ayes. Motion passed 5-0.

- **6.6 SCOTT SWCD THIRD QUARTER PROJECTS**

Discussion has had regarding the cost share and other projects the SWCD worked on for the District in the 3rd Quarter of 2016. No vote was taken.

- **7.0 UPCOMING MEETINGS/EVENT SCHEDULE**

○ CAC MEETING, 6:30-8:00 PM, THURSDAY, JANUARY 26TH

ADJOURNMENT

Manager Howley moved to adjourn meeting. Second by Manager Spitzmueller. Meeting adjourned at 7:10 PM.

Charlie Howley, Secretary

PRIOR LAKE - SPRING LAKE

WATERSHED DISTRICT

Prior Lake-Spring Lake Watershed District Citizen Advisory Committee

**Thursday Jan. 26, 2017
6:30 p.m.
Prior Lake City Hall**

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

The Prior Lake-Spring Lake Watershed District Citizen Advisory Committee (CAC) consists of residents who provide input and recommendations to the Board on projects, reports, prioritization and act as the primary interface for the Board to address the current issues of concern of the local citizens

CAC Members present: Steve Pany, Jim Weninger, Paul Krueger, Liz Schramm, Joe Schramm, Jodi See, Roger Wahl, Larry Rundell, Adam Fitzpatrick and Jim Goodchild

Others present: Diane Lynch, District Administrator; Curt Hennes, District Manager

- I. Meeting called to order at 6:30 pm
- II. Agenda approved
- III. Watershed District Projects updates/Discussion topics
 1. Review CAC Bylaws and last month's meeting notes – everyone please review them on your own and give your feedback at next month's meeting
 2. Nomination/Election of CAC officers.
 - i. Chair: Steve Pany, Vice-Chair: Liz Schramm, Secretary: Kim Silvernagle. Contingent upon the secretary casting a unanimous vote confirming the consensus of members present.
 3. Carp Seining
 - i. Will occur in the next two weeks.
 - ii. Jeff Reiderman will seine Prior Lake and Don Guyer will seine Spring Lake.
 - iii. WSB cut a square of ice out of Prior Lake for the seining net
 4. Carp Contest – should the watershed be involved? What can the CAC do to help?
 - i. Knotty Oar will host again. Thane Tandy would like to have a day and a night contest.
 - ii. CAC supports the publicity the contest generates even though the number of carp caught is not great, nor were the number of spectators or contestants.
 - iii. CAC supports minimizing watershed staff time spent on the contest (last year last minute tasks took too much time). Amy and Marianne will meet with Thane to discuss this year's tournament.
 - iv. Suggestion was made to invite Thane to a CAC meeting to discuss how we could help. Help is needed for fundraising and volunteers on the day including someone to take pictures. Inviting him to a meeting is contingent upon the meeting Marianne and Amy have with him.
 - v. Diane will send Steve the Clean Water Clean Up fund raising letter as an example, if the Tournament is scheduled.
 - vi. Timing is not yet set but will be after the Cedar Lake Association Carp Kabob which is the first Friday/Saturday after Memorial Day.

5. Water Quality Improvement Award 2017
 - i. CAC approved Jodi's suggestion to raise the amount of the prizes to a total of \$1,400 to increase participation. \$3,000 was approved by the board for this year (same amount as last year). Last year's total cost was \$1,935. The bulk of the cost was from staff time to create applications, fliers, etc., which can be updated for this year's program leaving extra money for prizes.
 - ii. Jodi and Liz will start working on getting the program started again.
6. Reviewed Steve's PowerPoint slides of suggestions to the public for better water quality.
 - i. Constructive suggestions were made for improvement: Add a map of the watershed district, add images of "good" aquatic plants, etc.
 - ii. Steve will present the slides at the Feb. 14 manager's meeting.
7. Process to request cost share contributions from the PLA (Prior Lake Association) and SLA (Spring Lake Association)?
 - i. Simply make the request. We can ask if they would like to contribute to the Carp Contest.
 - ii. The PLA is paying for the receiver and yaggi antenna to track the tagged fish. The SLA gave \$1,000 and it was used for signage on Spring Lake last year.
 - iii. Approximately 30% of residents on both Spring Lake and Prior Lake are members of their associations.
8. TMDL (Total Maximum Daily Load) Fish Lake and Pike Lake
 - i. The MPCA hired consultants to compile data on Fish and Pike Lakes and they are almost done. They are asking for the District's input. They have outlined the issues and suggested ways to address them (carp management, etc.)
 - ii. Diane noted that Dean Lake was downgraded to a wetland which means that TMDLs will not be required for the Prior Lake Outlet.
9. Next meeting February 23.

IV. Comments, suggestions, questions

1. Steve
 - i. Questioned the value of the carp PIT tag program whereby the carp are tagged and returned to the lakes. He is concerned about returning them to the lake to do more damage. Diane explained that this was a one-time tagging event of 150 carp (Nov. 30) and the purpose is to record their migration, identify where they spawn and create temporary barriers to prevent them from reaching these grounds and reproducing going forward. This program differs from the transmitter program where 25 carp were fitted with radio transmitters. Their movements are tracked constantly and help the seiners locate them. This information is on the watershed website.
 - ii. Wondered if there were any other lakes that could be utilized to ease stress of use on Prior Lake. Gave Quarry Lake (on 101/169 in Shakopee) as an example. The PSL water ski club has a license to use the surface. They have 250 members.
 - iii. The Polaris Viking Prior Lake winter fest is being held February 16-18
 - iv. Rates the performance of the 2016 CAC and the watershed management high. Great job!
2. Paul
 - i. Farmer-led Council will meet on Monday and will discuss lake friendly farms – how to be one, what the criteria is, etc.
 - ii. In January 2017, Governor Mark Dayton signed a \$500 million Minnesota Conservation Reserve Enhancement Program (CREP) Agreement with the United States Department of Agriculture. This federal, state, and local partnership will work with farmers and other landowners across 54 counties in southern and western Minnesota who choose to voluntarily implement conservation practices on up to 60,000 acres of land to restore and protect water quality and enhance habitat. This is accomplished through permanent

protection by establishing conservation practices via payments to farmers and agricultural land owners. CREP is implemented locally through Soil and Water Conservation Districts and many other partners.

- iii. He noted that many of the permanent easements are river bottoms.
- 3. Jim
 - i. Mentioned there was an article a few weeks ago in the Star Tribune about protecting the Minnesota River. There was significant money involved. Would Spring Lake and Prior Lake projects be affected? Could we work together? Diane will look into it.
 - ii. Asked how the flood plan impacts the control of the outlet on Spring Lake. Diane said the DNR asked the watershed to change the operating plans on controlling the low flood gate for Prior Lake so that it is not exclusively related to spring snow melt. Putting a water control structure on Spring Lake would need approval by all of the 245 Spring Lake property owners.
- 4. Diane reported that the District's Board meeting videos will be on the watershed's website. Also, that the new watershed chairman, Fred Corrigan, added a slot to their monthly manager's meeting for CAC comments.

V. Adjourned at 8:00 pm

PRIOR LAKE - SPRING LAKE
WATERSHED DISTRICT

Resolution 17-311

February 14, 2017

Katy Gehler, Public Works and Natural Resources Director's Resignation

WHEREAS the Prior Lake-Spring Lake Watershed District (PLSLWD) is a watershed management organization and political subdivision of the State of Minnesota established under and operating with powers and purposes set forth at Minnesota Statutes Chapters 103B and 103D;

WHEREAS the city of Prior Lake is contained almost entirely within the District; and

WHEREAS Katy Gehler and her staff have provided strong leadership on joint projects, such as Fish Point Park Retrofit, Lower Prior Retrofit Projects, 12 and 17 Wetland Enhancement Project and the operation of the Prior Lake Outlet Channel; and

WHEREAS Katy and her staff were strong partners in responding to the flood emergency in 2014;

THEREFORE, BE IT RESOLVED that the PSLWD Board of Managers thanks Katy for her leadership, support and partnership and wishes her the best in her next endeavors.

The question was on the adoption of the Resolution and there were __ yeas and __ nays as follows:

Yea Nay Absent

BREITBACH
CORRIGAN
HENNES
SPITZMUELLER
HOWLEY

Upon vote, the chair declared the resolution adopted.

Dated: _____, 2016

Charles Howley, Secretary

* * * * *

2/14/2017 CLAIMS LIST
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 Manager per diems have already been paid via ADP.

After the managers vote, two Managers will sign checks within three days of the meeting for approve claims.

Then, staff will US mail checks (written on the Klein Bank) to the claims list parties.

Staff will request that all vendors provide information on their invoices to fit into the categories below

UPDATED 2/09/2017

Vendor	Invoice	Description	Amount
<u>1. Watershed District Projects (excluding staff payroll)</u>			
Automatic Systems, Co.	200016	Data Logger	7,739.89
Barr Engineering	23701048.00-12	Flood Reduction Study	4,722.71
Barr Engineering	23701048.00-12B	PL Drawdown Permitting Assistance	759.50
Blue Water Science		Aquatic Plant Surveys	12,850.00
EOR	00758-0017	509 Implementation	1,312.00
EOR	00758-0107	2016 District Monitoring Program Assistance	737.50
EOR	00758-0096	Lower Prior Protection CWP Implementation	508.00
EOR	0075-0096	Public Infrastructure Project - Fairlawn Shores	553.00
EOR	00758-0113	2017 District Monitoring Program Assistance	855.50
Scott SWCD	2016-155	2016 4th Quarter	13,285.00
SMSC Enterprises	3363	Arctic Lake Project	42,513.00
State of MN Dept of Public Safety	700720020216	Hazardous Chemical Inventory Fee	25.00
WSB	03032-010 16	Carp Project	5,221.50
WSB	03032-030 1	PIT Tagging Study	1,502.50
Xcel	532980239	January Statement	12.62
			92,597.72
<u>2. Outlet Channel - JPA/MOA (excluding staff payroll)</u>			
City of Prior Lake	619	Outlet Channel Maintenance	610.44
EOR	00758-0111	PLOC FEMA Bank Repair Management	826.75
EOR	00758-0102	PLOC Seg 5 Sediment Removal	2,187.92
EOR	00758-0037	PLOC JPA Engineering Assistance	3,166.45
EOR	00758-0086	PLOC Vegetation Maintenance	632.80
Messerli & Schadow		January Statement	360.00
Smith Partners	38568	PLOC	253.20
			8,037.56
<u>3. Payroll, Office and Overhead</u>			
ADP Manager Per Diems		Already Paid	937.17
ADP Staff Payroll		Already Paid	15,260.62
ADP Taxes & Benefits		Already Paid	10,704.93
Blue Cross Blue Shield	170202309686	Health Insurance	2,358.18
Connexus Credit Union		Health Savings Account	115.38
H SA Bank		Health Savings Account	115.38
HealthPartners		Dental Insurance	278.70
Iceberg Web Design	17215	Website Hosting	19.99
Justin Sinkula	2017001	Onsite Computer Assistance	150.00
Messerli & Schadow		January Statement	1,555.00
NCPERS	9400217	Life Insurance	80.00
Northland Securities	4814	Annual Continuing Disclosure Report	435.00
Optum Bank	103745	Quarterly Fee	33.75
Scott County Treasurer	19471	2016 Audit Reporting	190.00
Smith Partners	38567	Contracts	296.12
Smith Partners	38566	General Admin & Legal Service	127.86
SW NewsMedia	100426	Legal	31.48
VISA		January Statement	991.53
			33,681.09
<u>4. Debt repayment and Interest</u>			
			0.00
			0.00

TOTAL

134,316.37

X_____

X_____

Larry E. Messerli, CPA
Chris M. Schadow, CPA

Andrea R. Kulig, CPA
Cora E. Leland, CPA
Kathrine S. Simonson, CPA



Suite 517
6550 York Avenue South
Minneapolis, MN 55435
Phone 952-927-8350
Fax 952-927-8489
larry@messerli-schadow.com
chris@messerli-schadow.com

January 10, 2017

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

Board of Managers:

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

BOARD RESOLUTION:

Action

The board approves a total transfer of \$123,098 from the Capital Projects fund to the JPA/MOA group of funds as explained below:

This is the District's commitment to the JPA/MOA agreement for 2017. The District's portion of the 2017 budgeted costs was \$179,247. However, there were unexpended funds from 2016 of \$56,149, so the net amount of \$123,098 is transferred to the JPA/MOA group of funds to fulfill the District's obligation to that agreement.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Chris Schadow".

Chris Schadow
District Accountant