

# AGENDA

Tuesday, July 10, 2012

3:00 PM

Prior Lake City Hall

## BOARD OF MANAGERS:

**Craig Gontarek, President; Bill Kallberg, Vice President; Bill Schmokel, Secretary; Greg Aamodt, Treasurer; Bruce Thorsen, 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.

3:00 – 3:05 PM **BOARD MEETING CALL TO ORDER AND ROLL CALL**

3:05 – 3:10 PM **PUBLIC COMMENT**

Anyone wishing to address the Board of Managers on an item not on the agenda or on the consent agenda may come forward at this time. Comments are limited to two minutes.

3:10 – 3:15 PM **APPROVAL OF AGENDA** (Additions/Corrections/Deletions)

3:15 – 3:30 PM **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.)

- Claims List
- Financial Report
- Meeting Minutes- June 12, 2012
- Blue Thumb Cost Share Reimbursement- Morris (tab A)

3:30 – 5:00 **OTHER OLD/NEW BUSINESS**

1. District Programs & Projects Update (tab B)
2. EOR Update (tab C)
3. Monitoring Equipment Purchase (Action) (tab D)
4. Rules Update (Discussion)
  - Rule F: Floodplain Alteration (tab E)
  - Rule G: Wetland Alteration (tab F)
  - Rule J: Buffers (tab G)
5. Administrator's Report
6. Administrative
7. Adjournment

## UPCOMING MEETING/EVENT SCHEDULE

Blue Thumb Intro Class // Tuesday July 10, 6:15pm // Prior Lake City Hall

Special Board Meeting // Tuesday July 17, 3:00pm // PLSLWD Office

Blue Thumb Rain Garden Design Class // Tuesday & Thursday July 17 & 19, 6:15pm // Prior Lake City Hall

Possible Special Board Meeting // Tuesday July 24, 3:00pm // PLSLWD Office

CAC Meeting // Thursday July 26, 6:30pm // Prior Lake City Hall

# PRIOR LAKE – SPRING LAKE

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## WATERSHED DISTRICT

*Tuesday, June 12, 2012*

*Prior Lake City Hall*

*3:00 PM*

Members Present: Craig Gontarek, Bill Schmokel, Bill Kallberg, Bruce Thorsen and Greg Aamodt

Members Absent: None.

Staff Present: Mike Kinney, District Administrator  
Nat Kale, Watershed Planner  
Emily Javens, Watershed Engineer  
Chuck Holtman, District Attorney, Smith Partners  
Carl Almer, District Engineer  
Shawn Tracy, PLSLWD

Others Present: None.

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE:** Meeting called to order by President Craig Gontarek at 3:02 PM.
2. **PUBLIC COMMENT:** None.
3. **APPROVAL OF AGENDA:** Mr. Kinney requested the removal District Programs & Projects Update. Manager Kallberg made a motion to approve the modification recommended. Second by Manager Aamodt. Upon vote, the motion carried, 5-0.
4. **CONSENT AGENDA:** Manager Kallberg changed under Meeting Minutes May “10” to May “8”. Mr. Almer changed in the Meeting Minutes under Alum Study Proposal “Carl Almer” to “Nat Kale”. Manager Kallberg made a motion to approve the Consent Agenda with the modifications recommended. Second by Manager Aamodt. Upon vote, the motion carried, 5-0.

### **DISTRICT PROGRAMS & PROJECTS UPDATE**

Removed from Agenda.

### **EOR UPDATE**

Carl Almer noted that PLSLWD Staff has already addressed all updates in previous topic discussions. Written information was also provided in Board packet showing projects, recent actions and next actions.

### **SCOTT WATER PLAN EXTENSION REQUEST**

Nat Kale presented the request from Scott County to extend their water plan update. Staff recommends the Board approve an extension of the water plan update deadline to January 7, 2013.

Manager Thorsen made a motion to approve the Scott Water Plan Extension Request with a deadline of January 7, 2013. Second by Manager Kallberg. Upon vote, the motion carried, 5-0.

### **FEMA FLOODPLAIN MODEL UPDATE**

Mr. Kale provided an update outlining the scope of work for revising the FEMA Regulatory Floodplain Elevation for Prior Lake recognizing discharge from the Prior Lake Outlet.

Manager Schmokel noted Army Corps regulations and questioned spending dollars on the project. Manager Thorsen noted the importance of affecting flood insurance. Mr. Kale agreed noting FEMA requirements, filtered thru the DNR, which need to be met to be eligible for federal flood insurance. The DNR laid out a series of ordinances on communities where and how they can build. Several houses in and under elevation are required to get insurance before a mortgager signs off.

Manager Thorsen questioned who initiated the project. Mr. Kale replied they noticed the discrepancy and notified Prior Lake; it is not driven by residents.

Mr. Kinney noted the study is in its initial process and assuming the city agrees, they will decide if they want to pursue further.

Manager Aamodt questioned if the city would split the total project cost. Mr. Kale replied they would and possibly any future costs.

Manager Kallberg noted the proposed model revision explaining the Corps model conservative flow is the same as proposed and questioned revising the FEMA model.

Mr. Kale replied the District created the XP-SWMM model and the floodplain needs updating to get the model to match conditions on the ground. Also, the XP-SWMM model is not approved by FEMA so the original HEC-1 model should be revised with outlet flow and used as an update to FEMA. Manager Kallberg questioned the HEC-1 model number versus the proposed. Mr. Kale replied he believes it will be similar.

Manager Schmokel explained the Corps' theoretical calculations used for solid basin run noting they didn't take into account basin outflow. Mr. Kale replied previous discharge was not allowed under certain conditions but now the District can discharge at certain elevation levels.

Manager Gontarek asked if there was any communication with the Corps. Mr. Kale replied the Corps acts as a contractor to FEMA. When FEMA looks to do an update for flood elevation they approach the community to create a model for approval or they directly contract to develop a model. FEMA suggested speaking with the DNR who does most of the reviewing within a state.

Manager Kallberg questioned, by lowering the floodplain elevation one foot, what number of houses it would bring out of the floodplain. Manager Thorsen replied 60 to 80 homes and asked if residents are concerned. Mr. Kale added since it's a federal mandate owners don't feel they can change.

Manager Aamodt requested staff model the number of houses that would be removed, the cost benefit analysis, and then to recalculate the storage gain or loss.

Manager Gontarek agreed and suggested tabling the item until information is received and reviewed.

Manager Schmokel requested technical staff have a discussion with the city, noting their regulations are not equivalent. Mr. Kale replied he will analyze and present the requested information and request a workshop with city staff.

#### **RULE F: FLOODPLAIN ALTERATION POLICY**

Nat Kale presented the proposed Rule F: Floodplain Alteration policy. Scenarios, based on four potential interpretations, were presented.

Manager Thorsen discussed using a case study first and then applying the policy moving forward. Mr. Kale replied the process is to establish policy and then apply systematically to all future applications. Mr. Holtman clarified the District's determination of standard needs to precede Board application for that rule to an applicant.

Mr. Kallberg noted Beach Street is a hypothetical property for calculation of the entire lake and the decrease of flood storage capacity. He explained wetland mitigation and questioned if floodplain alteration should meet the same requirements. Mr. Kale suggested a permit already before the Board is grandfathered under the old rules if new rules would now be put in place.

Manager Schmokel expressed concern of potential impact, if policy changes to 1-1 mitigation for fill it may be difficult for some homes to meet these requirements. He questioned what is an acceptable amount of fill.

Manager Thorsen stated floodplain should be the same as wetland. He suggested the case study permit be denied and to eliminate rules for encroachment. Mr. Kale replied there are grounds to deny the permit due to non-re-submittal and asked if managers could pass a conditional denial if the 60 day extension is not granted.

Mr. Holtman replied if there hasn't been an extension of period under the statute, managers have the right to deny.

Managers discussed the property and noted there has been no discussion between neighbors regarding the initial permit request and the permit has not been resubmitted; therefore, a new permit should be requested when it is workable.

Manager Aamodt requested the Board proceed the same with encroachments until committee resolution.

Mr. Kale expressed concern regarding a zero tolerance policy and suggested a workshop before moving forward.

Manager Gontarek made a motion to incorporate staff's interpretation of encroachment for Rule F: Floodplain Alteration as expressed by option #4 in the memorandum to the Board; the entire floodplain is filled to the same percentage of floodplain being filled on the lot. Second by Aamodt. Upon vote, the motion carried, 5-0.

#### **PERMIT 12.01: 5035 BEACH STREET**

Manager Gontarek stated that the proposed permit request would be in conflict with the floodplain motion just approved.

Manager Gontarek made a motion to deny Permit 12.01: 5035 Beach Street. Second by Manager Kallberg. Upon vote, the motion carried, 5-0.

#### **FERRIC CHLORIDE SYSTEM REDESIGN UPDATE**

Ms. Javens provided an update of the system redesign indicating they received a proposal for feasibility. Due to cost, staff questions if all steps need to be done and recommends further review.

Manager Thorsen discussed complex projects and the process of submitting a timeline by path. Staff agreed to review and implement some of the tools, including for this project.

Mr. Almer explained this draft version reflects considerations to address discharge issues as well as possible other enhancements. Expected costs will be further known as staff input is received.

Manager Thorsen questioned ambiguity in the compliance language and why the design is being developed without initial PCA involvement. Mr. Kale clarified PCA input has been received throughout the process. Mr. Kinney added staff can forward to PCA and will schedule a special meeting for June 26<sup>th</sup> at 3:00 PM where at that time they will have a revised scope from EOR and budget process information.

Manager Aamodt questioned proposed expenses on the jar tests. Mr. Almer explained it is due to the original chart tests and phosphorus in the water today versus historical as well as they are dialing in a new number of flow range routing through the pond.

Manager Kallberg questioned which enhancements could bring down the project cost. Mr. Almer noted the tasks that could potentially be removed.

Manager Thorsen requested a development timeline at the meeting on June 26<sup>th</sup>. Mr. Kinney replied staff will provide along with PCA feedback.

Manager Aamodt questioned if they have exhausted the variance. Mr. Kale explained they can exhaust to the fullest extent but in the initial pass through of the variance submitted there was not enough hardship detail and others used consulting firms, which the Board was not going to approve.

Manager Aamodt stated he felt it needs to be exhausted because the plan needs to be updated to work in the same capacity as previous. Mr. Kinney requested staff direction, if proceeding with this in conjunction with design. Manager Aamodt suggested dual paths – to get a new scope and go before their Board to speak informally, without an economic analysis from a consulting firm. Mr. Kale indicated he will review the process.

#### **ADMINISTRATIVE REPORT**

Written report provided in Board material.

- Agenda for Summer Tour is in the packet.
- Scott County Conservation Celebration, June 28<sup>th</sup>.

Ms. Javens stated that there should be a correction to the claims list for the septic fields inspection contract work completed by Bohn Well Drilling with the reimbursement going to Spring Lake Township and not Bohn.

Manager Aamodt asked for a follow up regarding splitting the county road wetland restoration project by thirds. Ms. Javens replied the city and county are supportive.

Manager Thorsen requested status of the dosing study. Mr. Kale replied they are acquiring core sample supplies and are on schedule.

Manager Kallberg asked results status of the aquatic survey. Mr. Kinney replied final versions of the reports take some time to receive but he will follow up and advise.

#### **ADJOURNMENT**

Manager Kallberg motioned to adjourn the meeting at 5:10 PM. Second by Manager Gontarek. Upon vote, the motion carried, 5-0.

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Bill Schmokel, Secretary

# BLUE THUMB GRANTS PROGRAM APPLICATION FORM



## 1. Applicant Name/Contact

Name: RICHARD (JEFF) + PAT MORRIS  
Address: 15987 ISLAND VIEW ROAD  
Phone: 952-440-2878 HOME, 952-210-2745 CELL  
Email: JEFFMORRIS@INTEGRA-NET

2. Project Type:  Raingarden  Shoreline Stabilization with Native Plants

3. Source of Runoff:  Roof  Lawn  Street/Driveway

4. Public Outreach: Are you willing to allow a small sign to be placed near the project for recognition as a demonstration project? Note: Citizens will be directed to look for "Lake Friendly" signs in your neighborhood to review example projects.  Yes  No

I hereby request funding through the Blue Thumb Program for the above indicated project types. I, furthermore, understand and agree to the terms and conditions listed below.

  
Signature of Applicant/Contact

4-19-2012  
Date

## Terms and Conditions

1. Eligible project types are limited to raingardens and shoreline stabilizations with native plants that demonstrate compliance with Blue Thumb technical recommendations.
2. Grant applicants must successfully complete a Blue Thumb design workshop and submit a grant application, project plan and cost estimate for District review and approval prior to beginning installation (Grant is not retroactive).
3. District staff will review applications, select grant recipients, verify completed projects and distribute grants in accordance to program policy.
4. Applications must be received by September 1<sup>st</sup>. The number of grants awarded shall be limited by the amount of funding available and the amount of District staff time available to provide technical assistance.
5. The Blue Thumb grant amount is limited to \$250.00 per approved application for raingardens and at least \$500.00 per approved application for shoreline stabilizations. Only one project allowed per applicant per year.
6. District staff will prioritize projects based on watershed location and proximity to water resources.

## Blue Thumb Grants Process

1. Attend Blue Thumb workshop series and develop site-specific project plans.
2. Submit application, project plans and cost estimate to Prior Lake – Spring Lake Watershed District (PLSLWD) staff for approval prior to beginning installation
3. Schedule an on-site meeting with PLSLWD staff prior to beginning installation. Call Gopher State One Call (800-252-1166) to have utilities located before the on-site meeting.
4. Install Blue Thumb project and then contact PLSLWD staff to verify completed project.
5. Receive grant money from Scott SWCD.
6. Project must be complete by October 1<sup>st</sup> to qualify for the Blue Thumb Grants.

I certify that the above mentioned Blue Thumb project is complete, installed and eligible for financial assistance.

  
Signature of Scott SWCD Staff

7-6-2012  
Date

# PRIOR LAKE – SPRING LAKE

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## WATERSHED DISTRICT

### Projects and Programs Update July 2012

PROJECT	CURRENT PROGRESS	IMPENDING ACTIONS
<b><i>In-Lake Management</i></b> <i>(Class 617)</i>	<ul style="list-style-type: none"> <li>• Sediment cores in Spring Lake taken by Barr</li> <li>• Carp tracking continuing. Tagged carp spotted in the Outlet Channel.</li> </ul>	<ul style="list-style-type: none"> <li>• Spring Lake sediment core results anticipated by end of July</li> <li>• Attempting to acquire data from City of Prior Lake for FEMA floodplain update scope of work</li> </ul>
<b><i>FeCl Operations</i></b> <i>(Class 620)</i>	<ul style="list-style-type: none"> <li>• Request for additional proposals has been sent out</li> <li>• Continued water quality monitoring of the system 3x/month</li> </ul>	<ul style="list-style-type: none"> <li>• Select consultant for the work. General timeline is to finish feasibility in the summer, final design and permitting in the fall, construction in the winter</li> </ul>
<b><i>Cost Share Projects</i></b> <i>(Class 630)</i>	<ul style="list-style-type: none"> <li>• Morris site completed and checked out (in consent agenda for payment approval)</li> </ul>	<ul style="list-style-type: none"> <li>• Checkout for remaining raingardens</li> <li>• Design for lakeshore in July</li> </ul>
<b><i>Subwatershed Assessments</i></b> <i>(Class 630)</i>	<ul style="list-style-type: none"> <li>• <i>Agricultural assessment methodology:</i> GIS data for HydroCAD analysis</li> </ul>	<ul style="list-style-type: none"> <li>• <i>Agricultural assessment methodology:</i> HydroCAD analysis of Flow:Volume isolated basins test</li> <li>• <i>Agricultural assessment:</i> regression analysis of flow:basin to HydroCad (storm-event fit)</li> </ul>
<b><i>Education and Outreach</i></b> <i>(Class 640)</i>	<ul style="list-style-type: none"> <li>• Hosted successful MAWD Summer Tour</li> <li>• Held Thank You event for conservation partners</li> </ul>	<ul style="list-style-type: none"> <li>• Next CAC meeting is on July 26<sup>th</sup></li> <li>• PLSLWD documentary final footage has been gathered, now begins the heavy editing for final product</li> <li>• Update website with FAQ section</li> <li>• Intro to Blue Thumb July 10<sup>th</sup>, design workshop on 17<sup>th</sup>, 19<sup>th</sup></li> </ul>
<b><i>Innovative Water Management</i></b> <i>(Class 650)</i>	<ul style="list-style-type: none"> <li>• TEP meeting held for potential Buck Lake chemical system</li> </ul>	<ul style="list-style-type: none"> <li>• Include project in the CIP</li> </ul>
<b><i>Monitoring</i></b> <i>(Class 655)</i>	<ul style="list-style-type: none"> <li>• Implementation of volunteer and contracted lake monitoring in full swing</li> <li>• Stream monitoring wrapped up for the year</li> </ul>	<ul style="list-style-type: none"> <li>• Continue to implement and adjust monitoring schedule relative to rainfall and flows</li> <li>• Plan for 2013 monitoring concurrent with budgeting process</li> </ul>

# PRIOR LAKE – SPRING LAKE

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## WATERSHED DISTRICT

### Projects and Programs Update July 2012

PROJECT	CURRENT PROGRESS	IMPENDING ACTIONS
<b><i>Rules and Standards Revisions</i></b> <b><i>(Class 660)</i></b>	<ul style="list-style-type: none"> <li>• TAC has discussed Rules E, F, G, H, I,J, and K.</li> </ul>	<ul style="list-style-type: none"> <li>• Next TAC meeting likely July 27th. Rules F: Floodplain and D: Stormwater.</li> </ul>
<b><i>Permitting and Inspection</i></b> <b><i>(Class 660)</i></b>	<ul style="list-style-type: none"> <li>• 25 ESC inspections completed in June</li> <li>• 16 Buffer/Easement inspections completed in June</li> <li>• New ESC and Buffer inspection forms completed</li> </ul>	<ul style="list-style-type: none"> <li>• Return remaining Permit Fee Deposit for 5035 Beach Street</li> <li>• Begin correlating MPCA online permit data with PLSLWD internal permit data</li> </ul>
<b><i>WREP / Upper Watershed Volume Reduction Grant</i></b> <b><i>(Class 741)</i></b>	<ul style="list-style-type: none"> <li>• Final design moving forward on the CR 12/17 wetland restoration project</li> </ul>	<ul style="list-style-type: none"> <li>• Land acquisition to be completed by County</li> </ul>
<b><i>Upper Prior Lake Stormwater BMP Retrofit &amp; Enhancement</i></b> <b><i>(Class 742)</i></b>	<ul style="list-style-type: none"> <li>• Designs completed for two sites</li> <li>• Bid packet assembly</li> </ul>	<ul style="list-style-type: none"> <li>• Bid packets sent to contractors</li> </ul>
<b><i>Lower Prior Lake Diagnostic Study</i></b> <b><i>(Class 743)</i></b>	<ul style="list-style-type: none"> <li>• Second scoping meeting with EOR completed</li> <li>• Modeling meeting with EOR completed</li> <li>• Base GIS model developed for directly-connected</li> </ul>	<ul style="list-style-type: none"> <li>• PLSWLD Tasks: P8 models constructed and field recon</li> <li>• Second public meeting</li> </ul>
<b><i>Prior Lake Outlet Channel (PLOC) Operations</i></b> <b><i>(Class 830-839)</i></b>	<ul style="list-style-type: none"> <li>• Outlet Structure began flowing May 24<sup>th</sup>. Inspections have been ongoing.</li> <li>• Internet-connected level logger tested at outlet structure</li> <li>• Vegetation sampling of channel completed</li> </ul>	<ul style="list-style-type: none"> <li>• Secure easements on Jackson Trail culvert</li> <li>• EOR to finish XP-SWMM model update (Fall)</li> <li>• JPA-MOA TAC meeting July 13<sup>th</sup></li> </ul>

**Date** | July 5, 2012  
**To** | PLSLWD Board of Managers  
**cc** | Mike Kinney, District Administrator  
**From** | Carl K. Almer  
**Regarding** | Project Status Update

The purpose of this memorandum is to brief the Board on the ongoing District projects and programs. The table below itemizes recent and future actions for each project and highlights specific efforts for the programs.

Project	Recent Action(s)	Next Action(s)
<b>Rules &amp; Standards Revisions</b>	<ul style="list-style-type: none"> <li>Collaborated with District Staff to revise Rule F (Floodplain Alteration) and draft Rule J (Buffers)</li> <li>Attended June 29<sup>th</sup> TAC meeting regarding Rules F &amp; J</li> </ul>	<ul style="list-style-type: none"> <li>Staff level discussions regarding potential revisions to Rule D</li> <li>Ongoing Staff assistance with Rule revisions</li> </ul>
<b>Lower Prior Lake Diagnostic Study</b>	<ul style="list-style-type: none"> <li>Received comments from Staff on Implementation Plan outline</li> <li>Held conference call with Staff to coordinate BMP identification work in July</li> </ul>	<ul style="list-style-type: none"> <li>Identification of retrofit stormwater BMPs</li> <li>Draft the Implementation Plan</li> </ul>
<b>Upper Prior Lake Stormwater BMP Retrofits &amp; Enhancements</b>	<ul style="list-style-type: none"> <li>No recent action by EOR</li> </ul>	<ul style="list-style-type: none"> <li>Assist District staff as requested</li> </ul>
<b>Upper Watershed Stormwater Runoff Volume Reduction</b>	<ul style="list-style-type: none"> <li>No recent action by EOR</li> </ul>	<ul style="list-style-type: none"> <li>Assist District staff as requested</li> </ul>
<b>Desiltation Pond Maintenance</b>	<ul style="list-style-type: none"> <li>No recent action by EOR</li> </ul>	<ul style="list-style-type: none"> <li>Project Complete</li> </ul>
<b>PLOC XP-SWMM Model Update</b>	<ul style="list-style-type: none"> <li>Ongoing flow data collection for calibration purposes</li> </ul>	<ul style="list-style-type: none"> <li>Incorporate minor local revisions per additional information from the SMSC consultant (yet to be received)</li> <li>Develop future conditions model</li> </ul>
<b>FeCl<sub>3</sub> System Modifications Feasibility Study</b>	<ul style="list-style-type: none"> <li>Revised scope of work per District Staff comment</li> </ul>	<ul style="list-style-type: none"> <li>Initiate project, if awarded</li> </ul>

Program	Recent Action(s)	Next Action(s)
<b>Permit &amp; Plan Review</b>	<ul style="list-style-type: none"> <li>• Input on issues related to Permit Application 12.01</li> </ul>	<ul style="list-style-type: none"> <li>• Assist District Staff as requested</li> </ul>
<b>General Engineering</b>	<ul style="list-style-type: none"> <li>• Project coordination with District Planner</li> <li>• Installed demo telemetry logger within the Prior Lake outlet</li> <li>• Prepared Prior Lake FEMA RFPE Update modeling scope of work</li> <li>• Assessed feasibility and cost associated with installing 2<sup>nd</sup> telemetry logger outside of the Prior Lake outlet</li> </ul>	<ul style="list-style-type: none"> <li>• Revise FEMA RFPE Update scope of work per City comment</li> <li>• Assist District Staff as requested</li> </ul>
<b>Stream Monitoring Assistance</b>	<ul style="list-style-type: none"> <li>• Flow gauging and monitoring site maintenance</li> </ul>	<ul style="list-style-type: none"> <li>• Ongoing flow gauging and monitoring site maintenance</li> </ul>
<b>PLOC Vegetation Monitoring</b>	<ul style="list-style-type: none"> <li>• Completed spring monitoring report and submit to JPA/MOU Board</li> <li>• Attended June 12 JPA/MOU Board meeting</li> </ul>	<ul style="list-style-type: none"> <li>• Provide maintenance assistance as requested</li> </ul>



Prior Lake Spring Lake Watershed District  
**Engineering Budget / Expenses Update**

<b>Project</b>	<b>Budget</b>	<b>Cost to Date*</b>	<b>Remaining Budget</b>
Rule Revisions	---	29,161.55	---
Infiltration Evaluation Pilot FS	10,000	4,802.15	5,197.85
Lower Prior Lake Diagnostic Study (MPCA Grant)	87,193	56,988.92	30,203.88
Upper Watershed Volume Reduction (BWSR Grant)	71,800	30,042.90	41,757.10
Upper Prior BMP Retrofits (BWSR Grant)	8,112	1,088.37	7,023.63
2011 Monitoring Assistance	21,331	16,817.41	4,513.59
Desilt Pond Plans, Permitting, Contract Mgmt.	34,772	34,770.17	1.83
PLOC XP-SWMM Model Update	28,803	22,503.99	6,299.01
2012 Monitoring Assistance	23,045	5,179.61	17,865.39

<b>Annual Program</b>	<b>Last Invoice</b>	<b>Cost to Date*</b>
2012 General Engineering**	2,358.25	19,333.26
2012 Permit & Plan Review	32.00	160.00
2012 PLOC JPA/MOA	379.50	1,906.37

\* Summary of expenses through June 30, 2012

\*\* Includes carp management activities



**Hydromet**

**Quote Number:** 04L061200788  
**Quote Date:** 06/25/2012  
**Quote Valid Until:** 07/25/2012

Hach Hydromet  
5600 Lindbergh Drive  
Loveland, CO 80539-0608  
Phone: (970) 669-3050  
Fax: (970) 461-3921  
Email: Sales@HachHydromet.com  
Web: www.HachHydromet.com



**Quote For:**  
Prior Lake - Spring Lake W'shed District

**Account Manager:**  
Dave Kamps

**Quoted By:**  
Dave Kamps

Loveland, CO

ATTN: Nat Kale  
14070 Commerce Ave. NE  
Suite 300  
Prior Lake, MN 55372  
USA  
Phone: (952) 378-2167  
Fax: (952) 447-4167  
Email: nkale@plslwd.org

**Quote Reference:**

**Comments:**

Shipping fee eliminated. Unit is installed at customer's monitoring location.

<u>Part Number</u>	<u>Item Name</u> <u>Item Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Discount</u>	<u>Ext. Price</u>
ECOLOG500.13004	OTT ECOLOG 500, 13 Ahr LITH, 4M	1	\$1,725.00	4 %	\$1,656.00
SYSENGTH	Orpheus Mini/OTT CTD Cable/ECOLOG500 System length - price per meter	6	\$5.00	4 %	\$28.80
55.520.026.9.2	OTT IrDA-Link USB Infrared communication device for use with the OTT Orpheus Mini, CTD, LogoSens, and Thalimedes	1	\$309.60	4 %	\$297.22
27	Shipping	1	\$0.00		\$0.00

**Quote Total: \$1,982.02**

Thank you for the opportunity to provide this quotation, Please do not hesitate to contact us if you have any questions or need additional information regarding this quotation.

Please send confirming purchase orders to the address or fax number above.

**Payment Terms:** Subject to credit review  
**Delivery ARO:** Within 30 Days  
**FOB:** ORIGIN

All purchases of Hach Hydromet (a division of Hach Company) products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or

**ORDER TERMS:**

- \* Please reference the quotation number on your purchase order.
- \* Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a valid resale/exemption certificate.
- \* Shipments will be prepaid and added to invoices unless otherwise specified.
- \* Pricing included in this quotation applies to domestic sales only. Equipment quoted operates with standard U.S. supply voltage.
- \* Hach standard terms and conditions apply to all sales.
- \* Freight Charge Schedule Attached.
- \* Send confirming purchase order for orders \$25,000 or more to address or fax number above.



**HACH COMPANY**

**Headquarters**  
 P.O. Box 389  
 5600 Lindbergh Drive  
 Loveland, CO 80539-0389

**Purchase Orders**  
 PO Box 608  
 Loveland, CO 80539-0608

**Web Site:** www.hach.com

**U.S.A.**  
 Phone: 800-227-4224  
 Fax: 970-669-2932  
 E-Mail: orders@hach.com  
 quotes@hach.com  
 techhelp@hach.com

**Export**  
 Phone: 970-669-3050  
 Fax: 970-461-3939  
 Email: intl@hach.com

**Remittance**  
 2207 Collections Center Drive  
 Chicago, IL 60693

**Wire Transfers**  
 Bank of America  
 231 S. LaSalle St.  
 Chicago, IL 60604  
 Account: 8765602385  
 Routing (ABA): 071000039

Quotation Addendum

**ADVANTAGES OF WORKING WITH HACH**

<b>Technical Support</b>	<b>Reagent Delivery Program</b>	<b>Hach WarrantyPlus™ Upgrade</b>
<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: techhelp@hach.com</li> </ul> <p>www.Hach.com</p>	<p><i>Offers uninterrupted supply of reagents on hand</i></p> <ul style="list-style-type: none"> <li>✓ Lower inventory costs and fresh supplies</li> <li>✓ Reduced paperwork – one purchase order for the entire year</li> <li>✓ Automatic shipments on your schedule</li> <li>✓ Easier budgeting</li> </ul> <p>www.Hach.com/support</p>	<p><i>Instrument Protection and Service</i></p> <ul style="list-style-type: none"> <li>✓ Savings of more than 20% versus a "pay as you go" approach</li> <li>✓ Freedom from maintenance</li> <li>✓ Worry-free compliance with Hach's certification</li> <li>✓ Fixed maintenance budget for the entire year</li> </ul> <p>www.Hach.com/warrantyplus</p>

**ADVANTAGES OF SIMPLIFIED FREIGHT**

<b>Safe &amp; Fast Delivery</b>	<b>Save Time – Less Hassle</b>	<b>Save Money</b>
<ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships simplified freight orders as the product is available at no additional cost</li> </ul>	<ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>

**STANDARD FREIGHT CHARGES<sup>2,3</sup>**

Pricing Effective 6/4/2011

Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)
\$0.00 - \$49.99	\$12.95	\$30.95	\$58.95	\$44.95	\$89.95
\$50.00 - \$199.99	\$15.95	\$49.95	\$94.95	\$66.95	\$133.95
\$200.00 - \$449.99	\$27.95	\$71.95	\$149.95	\$91.95	\$178.95
\$450.00 - \$749.99	\$37.95	\$99.95	\$199.95	\$124.95	\$241.95
\$750.00 - \$999.99	\$47.95	\$104.95	\$221.95	\$129.95	\$244.95
\$1,000.00 - \$2,249.99	\$59.95	\$119.95	\$233.95	\$141.95	\$281.95
\$2,250.00 - \$4,999.99	\$69.95	\$159.95	\$269.95	\$166.95	\$308.95
\$5,000.00 - \$9,999.99	\$99.95	\$184.95	\$310.95	\$195.95	\$334.95
Over \$10,000	2% of Net Order Value	4% of Net Order Value	6% of Net Order Value	4% of Net Order Value	6% of Net Order Value

1 Freight charges shown are only applicable to order billing and shipping to U.S. destinations. Freight charges will be prepaid and added to invoice. Freight for the Reagent Delivery Program is charged on each shipment release and is based on the total price of each shipment release. Freight charges are subject to change without notice.  
 2 Additional freight charges will be applied to orders containing bulky and/or especially heavy orders.  
 3 Orders shipping to Alaska or Hawaii. Additional freight charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

**COLLECT HANDLING FEE**

Hach Company will assess a collect handling fee on orders with collect freight terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments. As noted on below table; (Updated November 7, 2011)

Amount of Order	Handling Fee
\$0.00- \$499.99	\$4.99
\$50.00- \$199.99	\$4.99
\$200.00- \$449.99	\$5.99
\$450.00- \$749.99	\$5.99
\$750.00- \$999.99	\$7.99
\$1,000.00- \$2,249.99	\$7.99
\$2,250.00 - \$4,999.99	\$9.99
\$5,000.00- \$9,999.99	\$15.00
Over \$10,000.00	\$25.00

**SALES TAX**

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

## Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitute an acceptance of Hach's offer and not a counteroffer and create a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice, and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; value added taxes; income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or similar charges imposed upon the production, sale, distribution, or delivery of Products hereunder. Buyer will either pay any and all such taxes and charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and in the manner set forth at [www.hach.com](http://www.hach.com). Invoices for all other orders are due and payable (1) NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or (2) for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (1) declare Buyer's performance in breach and terminate this Contract for default; (2) withhold future shipments until delinquent payments are made; (3) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (4) charge interest on the delinquency at a rate of 1 - 1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (5) repossess the Products for which payment has not been made; (6) recover a full costs of collection including reasonable attorney's fees; or (7) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer

fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitute a default under this Contract and afford Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either expressed or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION** Indemnification applies to a party and to such party's successors in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. **PATENT PROTECTIONS** subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks or nameplates or cast, molded or machined components.

11. **SOFTWARE.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for buyer to enjoy the benefit of the product. A portion of the software

may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. **NONDISCLOSURE AND NONUSE OF HACH'S PROPRIETARY INFORMATION:** Hach may disclose PROPRIETARY Information during the performance or fulfillment of this Contract. "Proprietary Information" means any information, technical data or know-how in whatever form, including but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which Hach considers proprietary or Proprietary, including but not limited to Hach's service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it without Hach's prior written consent. All Proprietary Information obtained from or through Hach remains property of Hach. No right or license is granted hereby to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of Hach, except for the limited use licenses implied by law.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make changes in design or additions or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes, additions or improvements to Products ordered by Buyer unless specifically agreed upon in writing reasonably in advance of such Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; or (e) services outside standard business hours.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those parts of the premises where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any wastes, including without limitation hazardous wastes, resulting from such services, repair and maintenance. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than that identified in Hach's catalogs and literature as the intended use. Unless Hach has otherwise advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, whether for humans or animals. In no event will Buyer use in a manufacturing process or in manufactured products any Products stipulated by Hach as intended for research and development. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation, use, or export and import of all Products, including applicable export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of

money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract.

17. **FORCE MAJEURE:** Hach is excused from delays in delivery and performance of other contractual obligations under this Contract caused by acts or omissions that are beyond the control of Hach, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. Buyer and Hach expressly exclude from this Contract the U.N. Convention on Contracts for the International Sale of Goods, 1980, and any successors thereto. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

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PRIOR LAKE - SPRING LAKE  
WATERSHED DISTRICT

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**MEMORANDUM**

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**TO:** PLSLWD BOARD OF MANAGERS  
**FROM:** NAT KALE, WATERSHED PLANNER  
**SUBJECT:** PLSLWD RULE F: FLOODPLAIN ALTERATION  
**DATE:** JULY 10, 2012

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In late 2011, the Board of Managers approved a process for updating Watershed District rules. In early 2012, Staff and the District Engineer began meeting regularly with representatives of Scott County, the City of Prior Lake, Spring Lake Township, the MPCA, BWSR, and others (the Technical Advisory Committee, or TAC) to craft updates. Thus far the working group has addressed rules E: Erosion Control; F: Floodplain; G: Wetland Alteration; H: Bridge and Culvert Crossings; I: Drainage Alterations; J: Buffers; and K: Illicit Discharge. Staff would like feedback from the Board on Rule F.

**RULE F: FLOODPLAIN ALTERATION**

The current District rule states that the District prohibits filling in the floodplain of a lake, unless either A) compensatory storage (excavation) is provided, or B) the applicant can show that their fill, along with equivalent fill around the lake, would not increase flood elevations around the lake. The revised rule preserves that structure, with two modifications:

1. The idea in the memorandum that the Board approved at the June 2012 regular meeting is incorporated to address B) above, and
2. There is a provision to exempt certain projects from permit requirements a plan, submitted by a municipality, has been approved by the District that adequately addresses the issues surrounding projects that raise buildings and infrastructure above the floodplain elevation.

Item 2 is intended both to address concerns expressed by Board Managers about raising houses out of the floodplain without providing non-flooded driveways, and municipal concerns about the property rights of owners of structures (primarily houses) that are currently under the flood elevation, and the difficulty of providing compensatory storage to raise those structures.

Staff recommends addressing some concerns regarding this rule that were brought up at the most recent TAC meeting, such as potential overlap or conflict with the DNR model shoreline ordinance, and bringing the rule back to the TAC for additional comment.

## **RULE F - FLOODPLAIN ALTERATION**

1. **POLICY.** It is the policy of the managers to:
  - (a) Preserve existing water storage capacity below the 100-year critical flood elevation on all waterbodies in the District to minimize the frequency and severity of high water.
  - (b) Minimize development in the floodplain which will unduly restrict flood flows or aggravate known high water problems.
  - (c) Require compensatory storage for unavoidable floodplain fill.
2. **REGULATION.** No person or political subdivision shall alter or fill land below the 100-year critical flood elevation of any public waters, public waters wetland or other wetland without first obtaining a permit from the District.
3. **CRITERIA.**
  - (a) Floodplain alteration or filling shall not cause a net decrease in flood storage capacity below the projected 100-year critical flood elevation unless it is shown that the proposed alteration or filling, together with the alteration or filling of all other land on the affected reach of the waterbody to the same degree of encroachment as proposed by the applicant, will not cause high water or aggravate flooding on other land and will not unduly restrict flood flows.
  - (b) All new structures shall be constructed with the low floor at a minimum of two feet above the 100-year critical flood elevation.
  - (c) A land disturbing activity within a floodplain may require a District permit under Rules D and E.
  - (d) An activity that alters or fills a wetland within a floodplain may require a permit under Rule G.
4. **EXHIBITS.** The following exhibits shall accompany the permit application (one set full size, and two sets reduced to a maximum size of 11" x 17"):
  - (a) Site plan showing boundary lines, delineation and existing elevation contours of the work area, ordinary high water level, and 100-year critical flood

elevation. All elevations shall be referenced to NGVD, 1929 datum.

- (b) Grading plan showing any proposed elevation changes.
- (c) Preliminary plat of any proposed subdivision.
- (d) Determination by a registered professional engineer of the 100-year critical flood elevation before and after the proposed activity.
- (e) Computation of the change in flood storage capacity as a result of the proposed alteration or fill.
- (f) Erosion control and sediment plan which complies with Rule E.
- (g) Soil boring results if available.

5. **EXCEPTIONS.** If a municipality or county has adopted a floodplain ordinance which prescribes an allowable degree of floodplain encroachment, the applicable ordinance shall govern the allowable degree of encroachment and no permit will be required under this Rule F.

## **RULE F - FLOODPLAIN ALTERATION**

1. **POLICY.** It is the policy of the managers to:
  - (a) Preserve existing water storage capacity below the 100-year critical flood elevation on all waterbodies in the District to minimize the frequency and severity of high water.
  - (b) Minimize the risk to structures and property from damage during high waters.
  - (c) Preserve and enhance the unique capacity of floodplain areas to provide water quality treatment, groundwater recharge, and habitat for vegetation, fish, and wildlife.
2. **REGULATION.** No person or political subdivision shall alter or fill land below the 100-year critical flood elevation of any waterbody or landlocked basin, unless specifically exempted by Paragraph 3 below, without first obtaining a floodplain alteration permit from the District.
3. **EXCEPTIONS.** The following land disturbing activities shall be required to conform to Rule C, but not to obtain a permit under this Rule:
  - (a) Installation of a shoreline stabilization practice that follows MN DNR typical design specifications.
  - (b) Activities approved under a District-approved municipal plan for floodplain management and improvement.
4. **SUBMITTALS.** The following items shall accompany the permit application (in PDF or other generally accessible electronic format, where applicable, with additional full or reduced physical copies if requested by the District):
  - (a) Completed Permit Application Form.
  - (b) Construction plans and specifications, including but not limited to:
    - i. Submittals as required by Rule E.
    - ii. Site topography, including the normal water, ordinary high, and 100-year flood elevations for affected waterbodies.

- iii. Volume of existing floodplain storage on the affected parcel(s).
- iv. Volume of proposed net change (fill less excavation) in floodplain storage on the affected parcel(s).

5. CRITERIA. Submittals per Section 4 of this rule shall meet the following criteria before the District will issue a permit:

- (a) Floodplain alteration or filling shall not cause a net decrease in flood storage capacity below the projected 100-year critical flood elevation.
  - i. Activities may demonstrate no net decrease of floodplain storage capacity through creation of floodplain storage capacity that offsets any fill. Excavation of storage must occur within the floodplain of the same waterbody, and prior to or concurrent with placement of fill. If offsetting storage capacity will be provided off site, it shall be created before any floodplain filling by the applicant will be allowed.
  - ii. Activities may demonstrate no net decrease of lake floodplain storage capacity by showing that filling the floodplain of the entire lake to the same percentage that the applicant proposes to fill the floodplain of the affected parcel(s) will have an impact less than the resolution of current District hydrologic modeling. Any fill approved on the affected parcel(s) under a previous District permit will be included in the calculations as part of the proposed fill.
- (b) Structures and facilities subject to flood damage built within the 100-year floodplain will have two feet of freeboard between the lowest floor and the 100-year flood profile.
- (c) Any project determined to require a permit for Floodplain Alteration under this rule must also comply with the requirements of Rule E: Erosion and Sediment Control.
- (d) To protect water quality and the conveyance capacity of the floodplain, the District will not permit site development that would involve the outside storage of soluble, toxic, or buoyant materials.

PRIOR LAKE - SPRING LAKE  
WATERSHED DISTRICT

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**MEMORANDUM**

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**TO:** PLSLWD BOARD OF MANAGERS  
**FROM:** NAT KALE, WATERSHED PLANNER  
**SUBJECT:** PLSLWD RULE G: WETLAND ALTERATION  
**DATE:** JULY 10, 2012

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**RULE G: WETLAND ALTERATION**

Rule G has been substantially altered in the 2012 rule update process, from a rule that did little more than reiterate the Wetland Conservation Act (WCA) and generally prohibit wetland degradation, to a rule that implements most of the concepts in the Wetland Management Plan approved by the Board in April of 2012. Some of the more significant changes are as follows:

1. Activities that trigger WCA also trigger Rule G; however Rule G also applies to filling in all types of wetlands, whereas WCA only applies to the filling of certain types of wetlands.
2. Wetland functions identified as important in our Wetland Plan must be replaced as close to the location of impact as possible, and may not be replaced outside of the District.
3. Hydrologic standards are established for the separate classes of wetland established in the Wetland Plan (Hydrology, Natural Areas, Restoration/Enhancement, Basic).

The Rules TAC seems to be generally of the opinion that rules protecting wetlands above and beyond WCA are unnecessary. Staff has been given the impression that the members of the TAC would prefer not to change this rule.

As the Board (with guidance from Staff and BWSR) has elected not to pursue a Comprehensive Wetland Protection and Management Plan, District Rules are the primary avenue left to implement the standards identified in the wetland plan. A potential outcome of this approach is that municipalities elect not to continue with the equivalency approach, leaving to the District the enforcement of rules and issuance of permits.

Staff is seeking input from the Board on A) whether the new conditions in Rule G reflect the Board's goals with respect to wetlands, and B) whether the Board is willing to adopt the rule with the understanding that it may fall to the District to implement it (issue permits, conduct inspections, etc.). Staff recommendation is to forward the rule as written to legal counsel for review, then to seek formal comment.

## **RULE G – Wetland Alteration**

1. **POLICY.** It is the policy of the managers to:
  - (a) Achieve no net loss in the quantity, quality and biological diversity of wetlands in the District.
  - (b) Increase the quantity, quality and biological diversity of wetlands in the District by restoring or enhancing diminished or drained wetlands.
  - (c) Avoid direct or indirect impacts from activities that destroy or diminish the quantity, quality and biological diversity of District wetlands as determined using the Minnesota Routine Assessment Method (MnRam) for Evaluating Wetland Functions Version 2.0.
  - (d) Replace affected wetlands where avoidance is not feasible and prudent.
2. **REGULATION.** No person or political subdivision shall drain, fill, excavate or otherwise alter a wetland without first obtaining the approval of a wetland replacement plan from the local government unit with jurisdiction over the activity.
3. **CRITERIA.**
  - (a) Any drainage, filling, excavation or other alteration of a wetland shall be conducted in compliance with Minnesota Statutes, section 103G.245, the wetland conservation act, and regulations adopted thereunder.
  - (b) A wetland may be used for stormwater storage and treatment only if the use will not adversely affect the function and public value of the wetland as determined by the local government unit.
  - (c) Other activities which would change the character of a wetland shall not diminish the quantity, quality or biological diversity of the wetland.
  - (d) A land disturbing activity within a wetland may require a District permit under Rules D and E.
  - (e) An activity within a wetland that alters or fills a floodplain may require a District permit under Rule F.
4. **LOCAL GOVERNMENT UNIT.** The District intends to serve as the local

government unit for administration of the wetland conservation act, unless a particular municipality in the District has elected to assume that role in its jurisdictional area.

## **RULE G – Wetland Alteration**

1. **POLICY.** It is the policy of the managers to:
  - (a) Maintain no net loss of the hydraulic and ecological functions identified as priorities by citizens in the Watershed.
  - (b) Encourage functional replacement of wetland impacts as close to the impact site as practicable.
2. **REGULATION.** The District does not serve as the Local Government Unit for administration of the Minnesota Wetland Conservation Act (WCA) for any of its member communities. No person or political subdivision shall commence wetland-altering activities regulated by WCA pursuant to subparagraph (a), or wetland-altering activities not regulated by WCA pursuant to subparagraph (b), unless specifically exempted by Paragraph 3 below.
  - (a) **WCA Regulated Activities.** No person or political subdivision shall drain or fill, wholly or partially, or excavate in the permanently or semi-permanently flooded areas of Type 3, 4 or 5 wetlands, or excavate in any wetland type if the excavation results in filling, draining or conversion to nonwetland.
  - (b) **District Regulated Activities.** No person or political subdivision shall excavate in Type 1, 2, 6, 7 or 8 wetlands.
3. **EXCEPTIONS.** The following wetland impacts shall be required to conform to Rule C: General Standards, and a notification of such impacts must be sent to the District, but no permit shall be required under this Rule for:
  - (a) Impacts that qualify for any one of the exemptions set forth in Minnesota Rules Chapter 8420.0420 and no-loss provisions under 8420.0415, as amended.
  - (b) Clearing of vegetation, plowing or pasturing in a wetland as part of an existing and ongoing farming operation is not subject to this rule unless the activity results in draining or filling the wetland.
4. **SUBMITTALS.** The following items shall accompany the permit application (in PDF or other generally accessible electronic format, where applicable, with additional full or reduced physical copies if requested by the District):

- (a) Completed Permit Application Form.
- (b) Delineation of all wetlands in the project area shall be performed by a wetland professional certified under the University of Minnesota's Wetland Delineator Certification Program as long as it is in existence, or similar wetland delineation certification program.
- (c) Pre-project functions assessment and determination of District wetland management class for all wetlands in the project area, utilizing the Minnesota Routine Assessment Method (MnRAM) as updated and revised. If the District, County, or local municipality has conducted a MnRAM assessment within the past 3 years, these results may serve to meet this requirement.
- (d) Anticipated post-project functions assessment for all wetlands in the project area, utilizing MnRAM as updated and revised.
- (e) Analysis demonstrating post-project wetland functional capacity for Downstream Water Quality, Groundwater Interaction, Vegetative Structure/Integrity, and Wildlife Habitat Structure utilizing MnRAM as updated and revised; and plan drawings illustrating Wetland Functional Replacement Practices described in 5(i) if applicable.
- (f) Hydrologic analysis showing the effect of the project on the storm bounce and inundation period of existing and proposed wetlands.
- (g) Fees and Securities, as required by Rules K and L.

## 5. CRITERIA.

- (a) The WCA criteria as set forth in Minnesota Rules Chapter 8420, as amended, are incorporated as part of this rule.
- (b) The District recognizes local wetland standards as adopted in local and state approved wetland plans that may overlap with District boundaries. In such cases an equivalency determination will be made at the time of permit application to determine if the locally adopted standards meet the intent of this Rule.
- (c) Alteration of existing wetland areas must meet the impact sequencing requirements set forth in Minnesota Rules 8420.0520. In addition, applicants must adequately explain and justify each individual area of

wetland alteration in terms of impact avoidance and minimization alternatives considered.

- (d) A wetland alteration that does not decrease the Downstream Water Quality, Groundwater Interaction, Vegetative Structure/Integrity, and Wildlife Habitat Structure functions per MnRAM is exempt from the requirements listed in subparts (e), (f), (g), (h), (i), and (j) below.
- (e) Siting of wetland replacement must follow this priority order in the absence of an established wetland bank within the District:
  - i. in the same District subwatershed as the affected wetland;
  - ii. in the District hydrologic boundary;
  - iii. outside the District hydrologic boundary.
- (f) Siting of Wetland Functional Replacement Practices as described in 5(j) must follow this priority order:
  - i. onsite;
  - ii. in the same District subwatershed as the affected wetland;
  - iii. in the District hydrologic boundary.
- (g) Wetland buffers must be established for all wetlands within the permitted project area. The buffers shall be protected by a suitable easement and must consist of unmowed grassland or woodland species optimal for maximizing roughness. The following Wetland Buffer Standards shall apply:
  - i. For Hydrology Management Class wetlands the buffer shall be a minimum width of 25 feet and an average width of 50 feet. Stormwater features adjacent to wetlands may be included in the buffer width calculations.
  - ii. For Natural Areas Management Class wetlands the buffer shall be a minimum width of 50 feet and an average width of 75 feet. Stormwater features may not be included in the buffer width calculations.
  - iii. For Restoration/Enhancement Management Class wetlands and Basic Management Class wetlands the buffer shall be a minimum width of 16.5 feet and an average width of 25 feet. Stormwater features may be included in the buffer width calculations.
- (h) Post-project hydrology and hydraulics must meet the following Wetland Bounce, Inundation and Outlet Standards:
  - i. For Hydrology Management Class wetlands:
    - 1. Bounce may increase 0.5 feet from existing conditions for the two (2) year, 24-hour rainfall event.

2. Inundation under the two (2) year, 24-hour rainfall event may increase in duration by one (1) day.
  3. Inundation under the ten (10) year, 24-hour rainfall event may increase in duration by seven (7) days.
- ii. For Natural Areas Management Class wetlands:
    1. Bounce may not increase from existing conditions for the two (2) year, 24-hour rainfall event.
    2. Inundation under the two (2) year, 24-hour rainfall event may not increase in duration.
    3. Inundation under the ten (10) year, 24-hour rainfall event may not increase in duration.
    4. The elevation of the basin outlet may not be altered.
  - iii. For Basic Management Class permitted storm bounce:
    1. Bounce may increase 1.0 feet from existing conditions for the two (2) year, 24-hour rainfall event.
    2. Inundation under the two (2) year, 24-hour rain event may increase in duration by two (2) days.
    3. Inundation under the ten (10) year, 24-hour rain event may increase in duration by fourteen (14) days.
- (i) Wetland replacement within the District must meet or exceed the existing functions as defined in the Minnesota Routine Assessment Methodology for the impacted wetland as listed below for each respective management class:
- i. Hydrology Management Class - both Downstream Water Quality and Groundwater Interaction functions.
  - ii. Natural Areas Management Class - both Vegetative Structure/Integrity and Wildlife Habitat Structure functions.
  - iii. Restoration/Enhancement Management Class wetlands and Basic Management Class wetlands – The overall functions of Downstream Water Quality, Groundwater Interaction, Vegetative Structure/Integrity, and Wildlife Habitat Structure must not decrease. Any decrease in an individual function must have at least a corresponding increase in another function.
- (j) If wetland replacement is sited outside the District, the following Wetland Functional Replacement Practices must be incorporated within the District and above BMPs required by other District Rule.
- i. For Hydrology Management Class wetlands, the equivalent storage capacity of the impacted wetland must be replaced via stormwater retention, detention or infiltration practices.

- ii. For Natural Areas Management Class wetlands the equivalent areal extent of the impacted wetland must be replaced via the establishment or restoration of naturalized perennial ground cover.
  - iii. For Restoration/Enhancement Management Class and Basic Management Class wetlands the equivalent areal extent of the impacted wetland must be replaced via the establishment or restoration of naturalized perennial ground cover; or the equivalent storage capacity must be replaced via stormwater retention, detention or infiltration BMPs.
- (k) Creation of Wetland Functional Replacement Practices per section 5(j) must be verified post-construction by a suitable as-built survey documenting size and capacity of all practices constructed.
- (l) Any project determined to require a permit under this rule must also comply with the requirements of Rule E: Erosion and Sediment Control.

Definitions to add to Rule G:

Hydrology Management Class Wetland – a wetland scoring “exceptional” or “high” for one or both of the Downstream Water Quality or Groundwater Interaction MnRAM functions.

Natural Areas Management Class Wetland – a wetland scoring “exceptional” or “high” for one or both of the Vegetative Structure/Integrity or Wildlife Habitat Structure MnRAM functions.

Restoration/Enhancement Management Class Wetland – lands that currently lack natural wetland hydrology as a result of prior alteration and/or drainage.

Naturalized Perennial Ground Cover –

DRAFT

PRIOR LAKE - SPRING LAKE  
WATERSHED DISTRICT

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**MEMORANDUM**

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**TO:** PLSLWD BOARD OF MANAGERS  
**FROM:** NAT KALE, WATERSHED PLANNER  
**SUBJECT:** PLSLWD RULE J: BUFFERS  
**DATE:** JULY 10, 2012

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**RULE J: BUFFERS**

Staff made substantial changes to the structure of Rule J, making comparison between the original and the revised versions difficult. The most significant substantive changes are as follows:

1. Buffers will be required around lakes, in addition to the watercourse and wetland buffers that are required in the current rule.
2. Wetland buffer widths are based on the wetland plan.
3. The establishment period for new buffers is extended to 5 years, and establishment of a management plan and an escrow is required to ensure performance.

Staff recommendation is to incorporate some alterations (primarily an alternative buffer approach with equivalent water quality performance) as suggested by the TAC, then forward to legal counsel for review.

(c) All drainage alterations not required by this Rule to obtain a permit shall nevertheless be conducted in full compliance with Rule C.

## **RULE J - BUFFER STRIPS**

1. **POLICY:** Natural vegetation around watercourses and wetlands is integral to maintaining the water quality and ecological functions these resources provide. Vegetative buffers reduce the impact of surrounding development and land use on watercourse and wetland functions by stabilizing soil to prevent erosion, filtering sediment from runoff, and moderating water level fluctuations during storms. Buffers provide essential habitat for wildlife. Requiring buffers recognizes that watercourse and wetland quality and function are related to the surrounding upland.

2. **DEFINITIONS:** For the purposes of this Rule J, unless the context otherwise requires, the following words and terms shall have the meanings set forth below. Words and terms not defined in this Rule shall have the meanings set forth in Rule A.

Buffer Strip - an area of natural, unmaintained, vegetated ground cover abutting or surrounding a watercourse or wetland.

Watercourse - any natural or improved stream, river, creek, ditch (including Scott County Ditch 13), channel or other waterway with a tributary area in excess of 50 acres.

Wetland - any wetland as defined in Minnesota Statutes, section 103G.005, subdivision 19; and any public waters wetland as defined in Minnesota Statutes, section 103G.005, subdivision 15a.

### **3. GENERAL PROVISIONS:**

(a) This Rule shall apply to all lands containing watercourses or wetlands and lands within the buffer strips required by this Rule. Watercourses and wetlands shall be subject to the requirements established herein and other applicable federal, state and local ordinances and regulations.

(b) This Rule does not apply to any wetland with a surface area equal to or less than the area of wetland impact allowed without replacement as *de minimis* under the Wetland Conservation Act.

(c) An applicant shall determine whether any watercourse or wetland exists on land or within the applicable buffer strip on adjacent land, and shall delineate the boundary for any wetland on the land. An applicant shall not be required to delineate

wetlands on adjacent property, but must review available information to estimate the wetland boundary.

(d) Documentation identifying the presence of any watercourse or wetland on the applicant's land, including wetland delineation and buffer strip vegetation evaluation, must be provided to the District with a permit application.

(e) Wetland and buffer strip identifications and delineations shall be prepared in accordance with state and federal regulations.

4. STANDARDS: The following standards apply to all lands that contain or abut a watercourse or wetland:

(a) Best management practices shall be followed to avoid erosion and sedimentation during land disturbing activities.

(b) When a buffer strip is required the applicant shall, as a condition to issuance of a permit:

(i) Submit to the District for its approval a conservation easement for protection of approved buffer strips. The easement shall describe the boundaries of the watercourse or wetland and buffer strips, identify the monuments and monument locations, and prohibit any of the alterations set forth in Paragraph 5(e) below and the removal of the buffer strip monuments within the buffer strip or the watercourse or wetland;

(ii) File the approved easement for record and submit evidence thereof to the District; and

(iii) Install the wetland monumentation required by Paragraph 7 below.

(c) All open areas within the buffer strip shall be seeded or planted in accordance with Paragraph 8 below. All seeding or planting shall be completed prior to removal of any erosion and sediment control measures. If construction is completed after the end of the growing season, erosion and sediment control measures shall be left in place and all disturbed areas shall be mulched for protection over the winter season.

## 5. BUFFER STRIPS.

(a) For any parcel created or redeveloped after the effective date of this Rule J, a buffer strip shall be maintained around the perimeter of all watercourses or

wetlands. The buffer strip provisions of this Rule shall not apply to any parcel of record as of the date of this Rule until such parcel is subdivided or redeveloped. The District does, however, strongly encourage the use of buffer strips on all parcels in the District.

(b) Buffer strips shall be a minimum of 20 feet wide with an average width of 30 feet, measured from the ordinary high water level of the watercourse or wetland.

(c) Buffer strips shall apply whether or not the watercourse or wetland is on the same parcel as a proposed development.

(d) Buffer strip vegetation shall be established and maintained in accordance with Paragraph 8 below. Buffer strips shall be identified within each parcel by permanent monumentation in accordance with Paragraph 7 below.

(e) Subject to Paragraph 5(f) below, alterations including building, storage, paving, mowing, plowing, introduction of noxious vegetation, cutting, dredging, filling, mining, dumping, grazing livestock, agricultural production, yard waste disposal or fertilizer application, are prohibited within any buffer strip. Noxious vegetation, such as European buckthorn, purple loosestrife and reed canary grass, may be removed as long as the buffer strip is maintained to the standards required by the District. Alterations would not include plantings that enhance the natural vegetation or selective clearing or pruning of trees or vegetation that are dead, diseased or pose similar hazards.

(f) The following activities shall be permitted within any buffer strip, and shall not constitute prohibited alterations under Paragraph 5(e) above:

(i) Use and maintenance of an unimproved access strip through the buffer, not more than 20 feet in width, for recreational access to the watercourse or wetland and the exercise of riparian rights;

(ii) Placement, maintenance, repair or replacement of utility and drainage systems that exist on creation of the buffer strip or are required to comply with any subdivision approval or building permit obtained from the municipality or county, so long as any adverse impacts of utility or drainage systems on the function of the buffer strip have been avoided or minimized to the extent possible; and

(iii) Construction, maintenance, repair, reconstruction or replacement of existing and future public roads crossing the buffer strip, so long as any adverse impacts of the road on the function of the buffer strip have been avoided or minimized to the extent possible.

## 6. ALTERNATE BUFFER STRIPS.

(a) Because of unique physical characteristics of a specific parcel, narrower buffer strips may be necessary to allow a reasonable use of the parcel; and in combination with other best management practices may provide equivalent water quality treatment performance. The District will permit an alternative buffer width if any one or more of the following conditions is met:

(i) The proposed activity, development or redevelopment of land will not increase runoff volumes for the 5-year critical storm event, not including the 10-day snow melt event, that is discharged to the watercourse or wetland; or

(ii) The applicant demonstrates that a combination of best management practices to be incorporated with the proposed activity, development or redevelopment of land will provide storm water quality treatment performance equivalent to a 30-foot buffer; or

(iii) The dominant wetland type, as determined by methods acceptable under the Minnesota Wetland Conservation Act, is a low quality Type 1 or 2 Wet Meadow, where low quality is defined as having a highly impacted vegetative community such that reed canary grass comprises more than 40 percent cover, and/or European buckthorn, if present, comprises greater than 30 percent cover, and/or vegetation was frequently (at least three of the past five years) removed by cropping.

(b) The use of alternative buffer strips will be evaluated as part of the review of a stormwater management plan under Rule D. Where alternative buffer strip standards are approved, the width of the buffer strips shall be established by the managers based on a minimum width of 16 feet. Alternative buffer strips must be in keeping with the spirit and intent of this Rule. The District may require maintenance agreements, restrictive covenants or easements, in form acceptable to the District, to cover best management practices used to justify the alternative standard, to assure maintenance in perpetuity and that best management practices continue to function as originally designed.

7. MONUMENTATION: A monument shall be required at each parcel line where it crosses a buffer strip and shall have a maximum spacing of 200 feet along the edge of the buffer strip. Additional monuments shall be placed as necessary to accurately define the edge of the buffer strip. A monument shall consist of a post and a buffer strip sign. The signs shall be obtained from the District and include warnings about disturbing or developing the buffer strip. The signs shall be 5 inch wide x 7 inch vertical, have a brown field with white lettering, and shall be securely mounted on a post to a minimum height of 4 feet above grade.

8. VEGETATION:

(a) Where acceptable natural vegetation exists in buffer strip areas, the retention of such vegetation in an undisturbed state is required unless an applicant receives approval to replace such vegetation. A buffer strip has acceptable natural vegetation if it:

(i) Has a continuous, dense layer of perennial grasses that has been uncultivated or unbroken for at least 5 consecutive years; or

(ii) Has an overstory of trees and/or shrubs that has been uncultivated or unbroken for at least 5 consecutive years; or

(iii) Contains a mixture of the plant communities described in Subparagraphs 8(a)(i) and (ii) above that has been uncultivated or unbroken for at least 5 years.

(b) Notwithstanding the performance standards set forth in Paragraph 8(a), the managers may determine existing buffer strip vegetation to be unacceptable if:

(i) It is composed of undesirable plant species including but not limited to common buckthorn, purple loosestrife, leafy spurge or noxious weeds; or

(ii) It has topography that tends to channelize the flow of runoff; or

(iii) For some other reason it is unlikely to retain nutrients and sediment.

(c) Where buffer strips are not vegetated or have been cultivated or otherwise disturbed within 5 years of the permit application, such areas shall be replanted and maintained. The buffer strip plantings must be identified on the permit application. The buffer strip landscaping shall comply with the following standards:

(i) Buffer strips shall be planted with a seed mix approved by MnDOT, NRCS or SWCD, with the exception of a one-time planting with an annual nurse or cover crop such as oats or rye.

(ii) The seed mix shall be broadcast according to MnDOT, NRCS or SWCD specifications of the selected mix. The annual nurse or cover crop shall be applied at a minimum rate of 30 pounds per acre. The MnDOT or NRCS seed mix selected for permanent cover shall be appropriate for soil site conditions and free of invasive species. MnDOT, NRCS or SWCD approved mixtures appropriate for specific soil and moisture conditions can be used to meet these requirements.

(iii) Native shrubs may be substituted for native forbs. All substitutions must be approved by the District. Such shrubs may be bare root seedlings and shall be planted at a minimum rate of 60 plants per acre. Shrubs shall be distributed so as to provide a natural appearance and shall not be planted in rows.

(iv) Any groundcover or shrub plantings installed within the buffer strip are independent of any landscaping required elsewhere by the municipality or county.

(v) Grasses and forbs shall be seeded or planted by a qualified contractor. The method of application shall be approved by the District prior to planting or seeding.

(vi) No fertilizer shall be used in establishing new buffer strips, except on highly disturbed sites when necessary to establish acceptable buffer strip vegetation and then limited to amounts indicated by an accredited soil testing laboratory.

(vii) All seeded areas shall be mulched immediately with clean straw at a rate of 1.5 tons per acre. Mulch shall be anchored with a disk or tackifier.

(viii) Buffer strips (both natural and created) shall be protected by erosion and sediment control measures during construction in accordance with Rule E. The erosion and sediment control measures shall remain in place until the area crop is established.

(d) Buffer strip vegetation shall be established and maintained in accordance with the requirements found in this Paragraph 8. During the first two full growing seasons, the owner must replant any buffer strip vegetation that does not survive. The owner shall be responsible for reseeding and/or replanting if the buffer strip changes at any time through human intervention or activities. At a minimum the buffer strip must be maintained as a “no mow” area.

## **RULE K - FEES**

1. **POLICY.** The managers find that it is in the public interest to require applicants to pay the cost of administering and reviewing permit applications, and inspecting approved activities to assure compliance with these Rules, rather than using the District’s annual administrative levy for such purposes.

## **RULE J - BUFFERS**

1. **POLICY.** It is the policy of the managers to promote stormwater treatment, habitat preservation, bank stability, and generally maintain or enhance the functions of lakes, wetlands, and watercourses by requiring the preservation or creation of naturalized buffers.
2. **REGULATION.** No person or political subdivision shall commence the subdivision of land adjacent to a lake, wetland, or watercourse, unless specifically excepted by Paragraph 3 below, without obtaining a buffer permit from the District.
3. **EXCEPTIONS.**
4. **SUBMITTALS.** The following items shall accompany the permit application (in PDF or other generally accessible electronic format, where applicable, with additional full or reduced physical copies if requested by the District):
  - (a) Completed Permit Application Form.
  - (b) A site plan including:
    - (i) Delineation of wetland(s) per the requirements of Rule G. Wetlands not on the parcel being permitted, but within the maximum buffer distance on adjacent property, must be identified and located to the extent practicable without physically entering the adjacent property.
    - (ii) Identification of the centerline and banks of any watercourses. Watercourses not on the parcel being permitted, but within the maximum buffer distance on adjacent property, must be identified and located to the extent practicable without physically entering the adjacent property.
    - (iii) Identification of the Ordinary High Water elevation around any lakes. Lakes not on the parcel being permitted, but within the maximum buffer distance on adjacent property, must be identified and located to the extent practicable without physically entering the adjacent property.
    - (iv) Identification of the buffer areas.
    - (v) Evaluation and mapping of existing buffer vegetation species and density. Maps of existing vegetation must differentiate between agricultural areas, maintained vegetation such as sod, naturalized perennial vegetation, and densities of invasive species in each area.
    - (vi) Topography and surface runoff flow directions.

(vii) A plan for monumentation of the buffer area, per the requirements of Section 5 below.

(c) A buffer establishment plan, if there is a proposed alteration of the buffer area, or if existing buffer vegetation is deemed insufficient per Section 5 (d) below.

(d) A declaration or equivalent instrument for protection of approved buffers, per the requirements of Section 5 below.

## 5. CRITERIA.

(a) Buffers of naturalized perennial vegetation shall be required around all lakes, wetlands and watercourses.

(b) Buffers on lakes, as measured from the Ordinary High Water elevation, shall be a minimum of 15 feet wide, with an average width of 25 feet.

(c) Buffers on watercourses, as measured from the top of bank, shall be a minimum of 15 feet wide, with an average width of 25 feet.

(d) Buffers on wetlands, as measured from the delineated edge of the wetland, shall comply with the following minimums and averages:

<b>Management Class</b>	<b>Minimum Width [ft]</b>	<b>Average Width [ft]</b>
Natural Areas	50	75
Hydrology	25	50
Restoration/Enhancement & Basic	15	25

(e) Buffer areas of specific concern, including locations with significant flow accumulation, must be at least the average buffer width.

(f) Existing naturalized perennial vegetation may be counted as acceptable buffer vegetation and neither an establishment plan nor an escrow fund will be required for those areas of the buffer, unless the District determines that the existing vegetation provides insufficient stormwater filtering capacity.

(g) Buffer areas that are not counted as acceptable buffer vegetation per (e) above must have perennial native vegetation established per a District-approved vegetation establishment plan, and an escrow account must be created to ensure the successful establishment of perennial native vegetation.

(h) Buffers will not be required on areas occupied by a structure, road, or trail at the time of permit application, and these areas will not be factored

into buffer averaging (the occupied areas will be subtracted from the total required buffer aerial extent).

(i) Establishment plans must meet the following requirements:

(i) Establishment plans must propose plantings that provide significant filtration, infiltration, and transpiration benefits.

(ii) Establishment plans must extend for the period beginning at the time of planting and extending through the end of the fifth growing season.

(iii) Establishment plans must include an irrigation or watering plan for the period beginning at the time of planting and extending through the end of the first complete growing season.

(iv) Establishment plans must include a schedule for weeding throughout the duration of the plan.

(iv) Establishment plans must be approved by the District.

(j) An escrow account will be established in the amount of \$x.xx per square foot of established or re-established vegetation for the term of the establishment plan. At the end of the term of the establishment plan the balance of the account shall be returned to the permittee, less the amount required to complete the establishment of perennial native vegetation (if any).

(k) Monumentation must meet the following criteria:

(i) Monuments shall be required at each parcel line where it crosses a buffer and shall have a maximum spacing of 200 feet along the edge of the buffer.

(ii) Additional monuments shall be placed as necessary to accurately define the edge of the buffer.

(iii) A monument shall consist of a post and a buffer sign. The signs shall be obtained from the District and include warnings about disturbing or developing the buffer. The signs shall be 5 inch wide x 7 inch vertical, have a brown field with white lettering, and shall be securely mounted on a post to a minimum height of 4 feet above grade.

(iv) On public land or right-of-way the monument may consist of markers flush to the ground, breakaway markers of durable material, or other monumentation deemed acceptable by the District.

(l) The declaration or equivalent instrument shall prohibit activities that would diminish water quality or habitat benefits within the buffer area

without the prior written consent of the District, including but not limited to the following:

- (i) Removal or disturbance of vegetation not explicitly allowed under (m) below.
  - (ii) Filling, grading, excavation, or other land-disturbing activities.
  - (iii) Removal of buffer monumentation.
  - (vi) Construction of paved areas or structures.
  - (v) Installation of stormwater best management practices inconsistent with naturalized perennial vegetation, such as ponds.
- (m) The declaration or equivalent instrument shall permit, without the need to seek the District's prior consent, the following activities in the buffer area:
- (i) Removal of plants on the Minnesota and Federal Prohibited and Noxious Plants List.
  - (ii) Planting of species naturalized to Minnesota.
  - (iii) The creation and maintenance of a single unpaved and unimproved access strip of no greater than 20 feet.
  - (iv) Emergency activity required to prevent harm to humans or significant property damage.
  - (iv) Placement, maintenance, repair or replacement of utility and drainage systems within buffers, so long as any adverse impacts of utility or drainage systems on the function of the buffer have been avoided or minimized to the extent possible.