**BOARD OF MANAGERS:**

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

Note: Indicated times are estimates; actual times may vary considerably. Individuals with items on the agenda or who wish to speak to the Board are encouraged to be in attendance when the meeting is called to order.

**Board Workshop 4:00 PM – Wagon Bridge Conference Room (Downstairs)**
1. Meet with Dave Beer  
2. Meet with Troy Kuphal re. 2016 Contract Results and Cost Share Docket  
3. Board Priorities

<table>
<thead>
<tr>
<th>Time</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:00 – 6:05 PM</td>
<td><strong>1.0</strong> BOARD MEETING CALL TO ORDER &amp; PLEDGE OF ALLEGIANCE</td>
</tr>
<tr>
<td>6:05 – 6:25 PM</td>
<td><strong>2.0</strong> PUBLIC COMMENT</td>
</tr>
<tr>
<td></td>
<td>If anyone wishes to address the Board of Managers on an item not on the agenda or on the consent agenda please come forward at this time, turn on the microphone and state your name and address. (The Chair may limit your time for commenting.)</td>
</tr>
<tr>
<td>6:25 – 6:30 PM</td>
<td><strong>3.0</strong> APPROVAL OF AGENDA** (Additions/Corrections/Deletions)</td>
</tr>
<tr>
<td>6:30 – 7:45 PM</td>
<td><strong>4.0</strong> OTHER OLD/NEW BUSINESS</td>
</tr>
<tr>
<td>7:45 – 7:50 PM</td>
<td><strong>5.0</strong> CONSENT AGENDA</td>
</tr>
<tr>
<td></td>
<td>The consent agenda is considered as one item of business. It consists of routine administrative items or items not requiring discussion. Items can be removed from the consent agenda at the request of the Board member, staff member, or a member of the audience. Please state which item or items you wish to remove for separate discussion. Then, a vote will be taken.</td>
</tr>
</tbody>
</table>

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

Continued on Back
7:50—8:00 PM

6.0 Treaurer’s Report
6.1 Claims List (Vote) (1 attachment)
6.2 Cash & Investments (Discussion Only) (1 attachment)
6.3 Financial Report (Discussion Only) (1 attachment)
6.4 MOA Fund Transfer (Vote) (1 attachment)

8:00 PM

7.0 Upcoming Meeting/Event Schedule:

- CAC Meeting from 6:30-8:00 p.m. on Thursday, February 23
Cooperator & Location

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

Project Details

Practice

Well Decommissioning

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

Resource Protected

Groundwater

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

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Approval &amp; Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials/Labor</td>
<td>Federal $0.00</td>
<td>Approved Date 12/15/2015</td>
</tr>
<tr>
<td>Permit Fee</td>
<td>State $398.25</td>
<td>Target Project ✔️</td>
</tr>
<tr>
<td></td>
<td>SWCD $0.00</td>
<td>EPA-319 Funds ✔️</td>
</tr>
<tr>
<td></td>
<td>PLSLWD $398.25</td>
<td>Credit River Grant ✔️</td>
</tr>
<tr>
<td></td>
<td>Cooperator $153.50</td>
<td>Clean Water Fund ✔️</td>
</tr>
</tbody>
</table>

Total: $950.00
Harbor City Church Grade Stabilization Structure

Cooperator & Location

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

Project Details

Practice

Grade Stabilization Structure
Quantity: 1.0 Each Certified Complete: 12/21/2016

Resource Protected
Prior Lake

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

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Grant Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation: $12,260.00</td>
<td>Federal $0.00</td>
<td>EPA-319</td>
</tr>
<tr>
<td>Incentives: $0.00</td>
<td>State $0.00</td>
<td>CWF</td>
</tr>
<tr>
<td>Total: $12,260.00</td>
<td>SWCD $11,034.00</td>
<td>DRAP</td>
</tr>
<tr>
<td>Targeted Project</td>
<td>PLSLWD $0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cooperator $1,226.00</td>
<td>Approval Date 8/16/2016</td>
</tr>
</tbody>
</table>
Carl Hartell Filter Strip

Before Photo

After Photo

Cooperator & Location

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

Project Details

Practice

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

Resource Protected

Unnamed tributary flowing into Spring Lake

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

Environmental Benefits

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Before</th>
<th>After</th>
<th>Saved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Erosion (tons/yr)</td>
<td>0.9</td>
<td>0.0</td>
<td>0.9</td>
</tr>
<tr>
<td>Sediment Load (tons/yr)</td>
<td>3.0</td>
<td>0.9</td>
<td>2.1</td>
</tr>
<tr>
<td>Phosphorus Load (lbs/yr)</td>
<td>5.1</td>
<td>1.9</td>
<td>3.2</td>
</tr>
<tr>
<td>Runoff Reduction (acre ft)</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Approval &amp; Type</th>
<th>Unit Costs*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction/ Seeding:</td>
<td>Federal</td>
<td>Approved Date 5/19/2015</td>
<td>Sediment ($/ton)</td>
</tr>
<tr>
<td></td>
<td>State</td>
<td></td>
<td>Phos ($/Pound)</td>
</tr>
<tr>
<td>Incentives:</td>
<td>SWCD</td>
<td>Target Project</td>
<td>SWCD $46</td>
</tr>
<tr>
<td></td>
<td>PLSLWD</td>
<td>EPA-319 Funds</td>
<td>PLSLWD $15</td>
</tr>
<tr>
<td>Total:</td>
<td>Cooperator</td>
<td>Credit River Grant</td>
<td>All Sources $61</td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
<td>Clean Water Fund</td>
<td>$30</td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
<td></td>
<td>$10</td>
</tr>
<tr>
<td></td>
<td>$1,275.00</td>
<td></td>
<td>$40</td>
</tr>
</tbody>
</table>

*Over term of cost share contract
Cooperator & Location

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

Project Details

Practice
Filter Strip
Quantity: 0.7 Acres Certified Complete: 9/1/2015
Resource Protected
Unnamed tributary flowing into Spring Lake

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

Environmental Benefits

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Before</th>
<th>After</th>
<th>Saved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Erosion (tons/yr)</td>
<td>0.1</td>
<td>0.0</td>
<td>0.1</td>
</tr>
<tr>
<td>Sediment Load (tons/yr)</td>
<td>6.8</td>
<td>2.4</td>
<td>4.4</td>
</tr>
<tr>
<td>Phosphorus Load (lbs/yr)</td>
<td>12.5</td>
<td>5.3</td>
<td>7.2</td>
</tr>
<tr>
<td>Runoff Reduction (acre ft)</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Approval &amp; Type</th>
<th>Unit Costs*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction/Seeding: $0.00</td>
<td>Federal $0.00</td>
<td>Approved Date: 5/19/2015</td>
<td>SWCD $46</td>
</tr>
<tr>
<td>Incentives: $2,680.00</td>
<td>State $0.00</td>
<td>Target Project</td>
<td>PLSLWD $15</td>
</tr>
<tr>
<td>Total: $2,680.00</td>
<td>SWCD $2,010.00</td>
<td>EPA-319 Funds</td>
<td>All Sources $61</td>
</tr>
<tr>
<td></td>
<td>PLSLWD $670.00</td>
<td>Credit River Grant</td>
<td>Clean Water Fund</td>
</tr>
</tbody>
</table>

*Over term of cost share contract
Matt Johnson Well Decommissioning

Cooperator & Location

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

Project Details

Practice

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

Resource Protected

Groundwater

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

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Grant Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation:</td>
<td>Federal $0.00</td>
<td>EPA-319</td>
</tr>
<tr>
<td>Incentives:</td>
<td>State $900.00</td>
<td>CWF</td>
</tr>
<tr>
<td>Total:</td>
<td>SWCD $0.00</td>
<td>DRAP</td>
</tr>
<tr>
<td></td>
<td>PLSLWD $900.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cooperator $400.00</td>
<td></td>
</tr>
<tr>
<td>Targeted Project</td>
<td></td>
<td>Approval Date</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10/20/2015</td>
</tr>
</tbody>
</table>
Connie Kochlin Waterways, CAPs, Diversions & Lined Outlet

Cooperator & Location

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

Aerial View of Project Site

Project Details

**Practice**

**Waterways, CAPs, Diversions & Lined Outlet**

**Quantity/Units:** 2,320.0 Lin Ft  
**Projected Installation:** Fall 2016

**Resource Protected**

Sutton Lake

**Project Description**

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

**Environmental Benefits**

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Before</th>
<th>After</th>
<th>Saved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Erosion (tons/yr)</td>
<td>75.6</td>
<td>0.0</td>
<td>75.6</td>
</tr>
<tr>
<td>Sediment Load (tons/yr)</td>
<td>75.6</td>
<td>0.0</td>
<td>75.6</td>
</tr>
<tr>
<td>Phosphorus Load (lbs/yr)</td>
<td>75.6</td>
<td>0.0</td>
<td>75.6</td>
</tr>
<tr>
<td>Runoff Reduction (acre ft)</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Approvals/Type</th>
<th>Unit Costs*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction/Seeding:</strong> $37,020.00</td>
<td><strong>Federal</strong> $12,384.00</td>
<td><strong>Approval Date</strong> 10/18/2016</td>
<td><strong>Sediment ($/Ton)</strong> SWCD $28</td>
</tr>
<tr>
<td><strong>Incentives:</strong> $0.00</td>
<td><strong>State</strong> $0.00</td>
<td><strong>Target Project</strong></td>
<td><strong>Phos ($/Pound)</strong> PLSLWD $0</td>
</tr>
<tr>
<td><strong>Total:</strong> $37,020.00</td>
<td><strong>SWCD</strong> $20,934.00</td>
<td><strong>EPA-319 Funds</strong></td>
<td><strong>All Sources</strong> $49</td>
</tr>
<tr>
<td></td>
<td><strong>PLSLWD</strong> $0.00</td>
<td><strong>Credit River Grant</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Cooperator</strong> $3,702.00</td>
<td><strong>Clean Water Fund</strong></td>
<td></td>
</tr>
</tbody>
</table>

*Over term of cost share contract
Cooperator & Location

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

Project Details

Practice

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

Resource Protected
Unnamed tributary flowing into Spring Lake.

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

Environmental Benefits:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Before</th>
<th>After</th>
<th>Saved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Erosion (tons/yr)</td>
<td>0.1</td>
<td>0.0</td>
<td>0.1</td>
</tr>
<tr>
<td>Sediment Load (tons/yr)</td>
<td>13.8</td>
<td>4.8</td>
<td>9.0</td>
</tr>
<tr>
<td>Phosphorus Load (lbs/yr)</td>
<td>24.7</td>
<td>10.5</td>
<td>14.2</td>
</tr>
<tr>
<td>Runoff Reduction (acre ft)</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Approval &amp; Type</th>
<th>Unit Costs*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction/Seeding: $0.00</td>
<td>Federal: $0.00</td>
<td>Approved Date: 5/19/2015</td>
<td>Sediment ($/ton)</td>
</tr>
<tr>
<td>Incentives: $5,615.00</td>
<td>State: $0.00</td>
<td>Target Project:</td>
<td>Phos ($/Pound)</td>
</tr>
<tr>
<td>Total: $5,615.00</td>
<td>SWCD: $4,211.25</td>
<td>EPA-319 Funds:</td>
<td>All Sources: $62</td>
</tr>
<tr>
<td></td>
<td>PLSLWD: $1,403.75</td>
<td>Credit River Grant:</td>
<td>$40</td>
</tr>
<tr>
<td></td>
<td>Cooperator: $0.00</td>
<td>Clean Water Fund:</td>
<td>*Over term of cost share contract</td>
</tr>
</tbody>
</table>
Debra Larson Grassed Waterway

Cooperator & Location

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

Project Details

Practice

Grassed Waterway
Quantity: 170.0 Lin Ft  
Certified Complete: 5/8/2016

Resource Protected

Type II Wetland

Project Description

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

Environmental Benefits

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Before</th>
<th>After</th>
<th>Saved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Erosion (tons/yr)</td>
<td>8.9</td>
<td>0.0</td>
<td>8.9</td>
</tr>
<tr>
<td>Sediment Load (tons/yr)</td>
<td>2.6</td>
<td>0.0</td>
<td>2.6</td>
</tr>
<tr>
<td>Phosphorus Load (lbs/yr)</td>
<td>2.6</td>
<td>0.0</td>
<td>2.6</td>
</tr>
<tr>
<td>Runoff Reduction (acre ft)</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Approval &amp; Type</th>
<th>Unit Costs*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction/Seeding</td>
<td>Federal</td>
<td>Approved Date</td>
<td>Sediment ($/ton)</td>
</tr>
<tr>
<td></td>
<td>State</td>
<td>5/17/2016</td>
<td>Phos ($/Pound)</td>
</tr>
<tr>
<td></td>
<td>SWCD</td>
<td>Target Project</td>
<td>SWCD</td>
</tr>
<tr>
<td></td>
<td>PDSLWD</td>
<td>EPA-319 Funds</td>
<td>PDSLWD</td>
</tr>
<tr>
<td></td>
<td>Cooperator</td>
<td>Credit River Grant</td>
<td>All Sources</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Clean Water Fund</td>
<td></td>
</tr>
<tr>
<td>Incentives:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total: $4,200.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Over term of cost share contract
Ernest & Denise Moen Raingarden

Cooperator & Location

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

Project Details

Practice

Raingarden

Resource Protected

Groundwater

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

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Approval &amp; Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction/Seeding</td>
<td>Federal $0.00</td>
<td>Approved Date</td>
</tr>
<tr>
<td>Incentives: $500.00</td>
<td>State $0.00</td>
<td>6/21/2016</td>
</tr>
<tr>
<td>Total: $500.00</td>
<td>SWCD $0.00</td>
<td>Target Project</td>
</tr>
<tr>
<td></td>
<td>PLSLWD $500.00</td>
<td>EPA-319 Funds</td>
</tr>
<tr>
<td></td>
<td>Cooperator $0.00</td>
<td>Credit River Grant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Clean Water Fund</td>
</tr>
</tbody>
</table>
Anthony (Josh) Risberg Well Decommissioning

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

Project Details
Practice
Well Decommissioning
Quantity: 1.0  Each  Certified Complete: 5/20/2016

Resource Protected
Groundwater

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

Before Photo

After Photo

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Approval &amp; Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Approved Date</td>
</tr>
<tr>
<td>$1,750.00</td>
<td>Federal $0.00</td>
<td>3/15/2016</td>
</tr>
<tr>
<td></td>
<td>State $631.87</td>
<td>Target Project</td>
</tr>
<tr>
<td></td>
<td>SWCD $0.00</td>
<td>EPA-319 Funds</td>
</tr>
<tr>
<td></td>
<td>PLSLWD $631.88</td>
<td>Credit River Grant</td>
</tr>
<tr>
<td></td>
<td>Cooperator $486.25</td>
<td>Clean Water Fund</td>
</tr>
</tbody>
</table>
Cooperator & Location

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

Project Details

Practice
Grassed Waterway
Quantity: 770.0 Lin Ft
Certified Complete: 5/10/2016

Resource Protected
Type III Cattail Wetland

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

Environmental Benefits

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Before</th>
<th>After</th>
<th>Saved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Erosion (tons/yr)</td>
<td>31.9</td>
<td>0.0</td>
<td>31.9</td>
</tr>
<tr>
<td>Sediment Load (tons/yr)</td>
<td>31.9</td>
<td>0.0</td>
<td>31.9</td>
</tr>
<tr>
<td>Phosphorus Load (lbs/yr)</td>
<td>31.9</td>
<td>0.0</td>
<td>31.9</td>
</tr>
<tr>
<td>Runoff Reduction (acre ft)</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction/Seeding: $6,030.00</td>
</tr>
<tr>
<td>Incentives: $0.00</td>
</tr>
<tr>
<td>Total: $6,030.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding by Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal $1,253.25</td>
</tr>
<tr>
<td>State $0.00</td>
</tr>
<tr>
<td>SWCD $0.00</td>
</tr>
<tr>
<td>PLSLWD $3,269.25</td>
</tr>
<tr>
<td>Cooperator $1,507.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approval &amp; Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved Date: 4/21/2015</td>
</tr>
<tr>
<td>Target Project:</td>
</tr>
<tr>
<td>EPA-319 Funds:</td>
</tr>
<tr>
<td>Credit River Grant:</td>
</tr>
<tr>
<td>Clean Water Fund:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit Costs*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sediment ($/Ton)</td>
</tr>
<tr>
<td>Phos ($/Pound)</td>
</tr>
<tr>
<td>SWCD $0 $0</td>
</tr>
<tr>
<td>PLSLWD $10 $10</td>
</tr>
<tr>
<td>All Sources $19 $19</td>
</tr>
</tbody>
</table>

*Over term of cost share contract
Jerome Roach Water and Sediment Control Basin

Cooperator & Location

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

Project Details

Practice

Water and Sediment Control Basin
Quantity: 1.0 Each  Certified Complete: 12/30/2015

Resource Protected

Type III Restored Wetland

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

Environmental Benefits

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Before</th>
<th>After</th>
<th>Saved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Erosion (tons/yr)</td>
<td>40.8</td>
<td>0.0</td>
<td>40.8</td>
</tr>
<tr>
<td>Sediment Load (tons/yr)</td>
<td>11.1</td>
<td>0.0</td>
<td>11.1</td>
</tr>
<tr>
<td>Phosphorus Load (lbs/yr)</td>
<td>11.1</td>
<td>0.0</td>
<td>11.1</td>
</tr>
<tr>
<td>Runoff Reduction (acre ft)</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Approval &amp; Type</th>
<th>Unit Costs*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Earthwork</td>
<td>Federal</td>
<td>Approved Date</td>
<td>Sediment</td>
</tr>
<tr>
<td>$2,720.00</td>
<td>$3,494.67</td>
<td>4/21/2015</td>
<td>($/Ton)</td>
</tr>
<tr>
<td>Materials/Labor</td>
<td>State</td>
<td>Target Project</td>
<td>SWCD</td>
</tr>
<tr>
<td>$3,990.00</td>
<td>$0.00</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Stabilization</td>
<td>SWCD</td>
<td>EPA-319 Funds</td>
<td>PLSLWD</td>
</tr>
<tr>
<td>$250.00</td>
<td>$0.00</td>
<td>$16</td>
<td>$16</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>PLSLWD</td>
<td>Credit River Grant</td>
<td>All Sources</td>
</tr>
<tr>
<td>$6,960.00</td>
<td>$1,725.33</td>
<td></td>
<td>$63</td>
</tr>
<tr>
<td></td>
<td>Cooperator</td>
<td>Clean Water Fund</td>
<td>$63</td>
</tr>
<tr>
<td></td>
<td>$1,740.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Over term of cost share contract

Before Photo

After Photo
Cooperator & Location

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

Project Details

Practice
Well Decommissioning
Quantity: 1.0 Each Certified Complete: 3/25/2016

Resource Protected
Groundwater

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

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Approval &amp; Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials/Labor</td>
<td>Federal $0.00</td>
<td>Approved Date 9/15/2015</td>
</tr>
<tr>
<td>Permit Fee</td>
<td>State $857.25</td>
<td>Target Project</td>
</tr>
<tr>
<td></td>
<td>SWCD $0.00</td>
<td>EPA-319 Funds</td>
</tr>
<tr>
<td></td>
<td>PLSLWD $857.25</td>
<td>Credit River Grant</td>
</tr>
<tr>
<td></td>
<td>Cooperator $290.50</td>
<td>Clean Water Fund</td>
</tr>
</tbody>
</table>

Total: $2,005.00
Cooperator & Location

Applicant(s): Cindy Sellin
Address: 4221 Grainwood Circle NE, Prior Lake
Location: Township: 11S Range: 22W Sect: 35
City/Town: City of Prior Lake
Watershed: 33122 Project ID: CP-16-167

Project Details

Practice

Shoreline Protection
Quantity/Units: 72.0 lin ft Projected Installation: November 2016

Resource Protected

Prior Lake

Project Description

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

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Approvals/Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction/Seeding</td>
<td>Federal $0.00</td>
<td>Approval Date</td>
</tr>
<tr>
<td></td>
<td>State $0.00</td>
<td>8/16/2016</td>
</tr>
<tr>
<td>Incentives:</td>
<td>SWCD $0.00</td>
<td>Target Project</td>
</tr>
<tr>
<td>Total: $1,222.60</td>
<td>PLSLWD $611.30</td>
<td>EPA-319 Funds</td>
</tr>
<tr>
<td></td>
<td>Cooperator $611.30</td>
<td>Credit River Grant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Clean Water Fund</td>
</tr>
</tbody>
</table>

Aerial View of Project Site

Photo of Current Project Site
Cooperator & Location

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

Project Details

Practice

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

Resource Protected

Groundwater

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

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Approval &amp; Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction/Seeding: $1,820.00</td>
<td>Federal: $0.00</td>
<td>Approved Date: 4/19/2016</td>
</tr>
<tr>
<td>Incentives: $0.00</td>
<td>State: $200.00</td>
<td>Target Project: ☐</td>
</tr>
<tr>
<td>Total: $1,820.00</td>
<td>SWCD: $0.00</td>
<td>EPA-319 Funds: ☐</td>
</tr>
<tr>
<td></td>
<td>PLSLWD: $200.00</td>
<td>Credit River Grant: ☐</td>
</tr>
<tr>
<td></td>
<td>Cooperator: $1,420.00</td>
<td>Clean Water Fund: ☐</td>
</tr>
</tbody>
</table>
Cooperator & Location

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

Project Details

Practice

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

Resource Protected

Prior Lake

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

Cost Analysis

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Funding by Source</th>
<th>Approval &amp; Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction/Seeding: $403.11</td>
<td>Federal: $0.00</td>
<td>Approved Date: 5/17/2016</td>
</tr>
<tr>
<td>Incentives: $750.00</td>
<td>State: $0.00</td>
<td>Target Project: neither</td>
</tr>
<tr>
<td>Total: $1,153.11</td>
<td>SWCD: $0.00</td>
<td>EPA-319 Funds: neither</td>
</tr>
<tr>
<td></td>
<td>PLSLWD: $750.00</td>
<td>Credit River Grant: neither</td>
</tr>
<tr>
<td></td>
<td>Cooperator: $403.11</td>
<td>Clean Water Fund: neither</td>
</tr>
</tbody>
</table>
2016 ACCOMPLISHMENT REPORT
Scott Soil and Water Conservation District

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

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

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

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

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

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

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

Results
West Upper Watershed - Spring Lake Subwatershed Analysis
- 24 priority sites were identified in the SWA (55 potential practices) on land controlled by 17 landowners
Of the 55 potential practices, 5 were already planned and are ready for construction in 2017
Sent personalized letter; followed up with calls and door-to-door visits
To date 4 landowners have responded with interest, but we haven’t yet touched base with everyone
Some identified sites may no longer be a concern or were the result of a single large storm event
Other areas of concern/practices may be revealed as on-site visits are made

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

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

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

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

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

<table>
<thead>
<tr>
<th>Interest/Concern</th>
<th>Requests</th>
<th>Completed Project</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Crops/Soil Health</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Cropland erosion</td>
<td>2</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Filters/Riparian Buffers</td>
<td>3</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Flooding/Drainage</td>
<td>1</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Flood Damage 2014 Disaster</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Lakeshore Erosion/Restoration</td>
<td>8</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>Native Prairie Restoration</td>
<td>3</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Non-cropland Erosion</td>
<td>1</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Nutrient Management</td>
<td>4</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Planning/Certification</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Raingarden</td>
<td>7</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Well Abandonment</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>34</strong></td>
<td><strong>15 (44%)</strong></td>
<td><strong>4 (12%)</strong></td>
</tr>
</tbody>
</table>


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

**Results**
The SWCD assisted 6 producers, as listed below.

<table>
<thead>
<tr>
<th>Type of assistance</th>
<th>Producers assisted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment rental services</td>
<td>3</td>
</tr>
<tr>
<td>Animal waste management planning</td>
<td>1</td>
</tr>
<tr>
<td>Livestock facility/farmstead planning</td>
<td>1</td>
</tr>
<tr>
<td>Regulatory Investigations/Support</td>
<td>1</td>
</tr>
</tbody>
</table>

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

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

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

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

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

<table>
<thead>
<tr>
<th>Cooperator</th>
<th>Practice</th>
<th>Date Installed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asdel, Rich &amp; Cathy</td>
<td>Shoreline Protection</td>
<td>2015</td>
</tr>
<tr>
<td>Carlson, Cathy</td>
<td>Shoreline Protection</td>
<td>2015</td>
</tr>
<tr>
<td>Harbor City Church</td>
<td>Grade Stabilization</td>
<td>2011</td>
</tr>
<tr>
<td>Hartell, Carl</td>
<td>Filter Strip</td>
<td>2015</td>
</tr>
<tr>
<td>Hauer, Gene and Virginia</td>
<td>Filter Strip</td>
<td>2007</td>
</tr>
<tr>
<td>Hylland, Jeff</td>
<td>Filter Strip</td>
<td>2015</td>
</tr>
<tr>
<td>Klehr, Richard</td>
<td>Grassed Waterway</td>
<td>2015</td>
</tr>
<tr>
<td>Krueger, Tim</td>
<td>Filter Strip</td>
<td>2015</td>
</tr>
<tr>
<td>Kubat, Mary Kay</td>
<td>Shoreline Protection</td>
<td>2015</td>
</tr>
<tr>
<td>Roach, Jerome</td>
<td>Wetland Restoration</td>
<td>2011</td>
</tr>
<tr>
<td>Roach, Jerome</td>
<td>Water and Sediment Basin</td>
<td>2015</td>
</tr>
<tr>
<td>Schindeldecker, Eric</td>
<td>Native Prairie Restoration</td>
<td>2011</td>
</tr>
<tr>
<td>Schoot, Art</td>
<td>Shoreline Protection</td>
<td>2011</td>
</tr>
</tbody>
</table>
The result of our status reviews revealed that all practices are being satisfactorily maintained.

**TASK II. Farmer-Led Council**

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

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

**TASK III. Monitoring and Data Collection**

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

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

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

**TASK IV. Other Technical/Field Services**

The SWCD provides various technical services on an as-requested basis, including but not limited to:
- Surveying
- Mapping/GIS analysis
- Signage
- Resource concern investigations
- Erosion and sediment control inspections

**Results**
Completed topographic survey for Robling wetland site

TASK V. EDUCATION PROGRAMMING

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

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

**Approved**

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

**Subject to request**

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Amount</th>
<th>Invoiced</th>
</tr>
</thead>
<tbody>
<tr>
<td>III</td>
<td>Misc. data collection and monitoring</td>
<td>$3,400</td>
<td>$3,244</td>
</tr>
<tr>
<td>IV</td>
<td>Other Technical/Field Services</td>
<td>$10,000</td>
<td>$1,955</td>
</tr>
<tr>
<td>V</td>
<td>Education supplies</td>
<td>$2,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$15,400</strong></td>
<td><strong>$5,199</strong></td>
</tr>
</tbody>
</table>

**Grand Total**

|                  | **$114,700** | **$75,590** |
## Exhibit A
### Summary of Cost Share Projects Completed in 2016

<table>
<thead>
<tr>
<th>Landowner*</th>
<th>Practice</th>
<th>Qty</th>
<th>Units</th>
<th>P**</th>
<th>Source</th>
<th>Amount</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COMPLETED IN 2016</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beman, Brian*</td>
<td>Well Decommission</td>
<td>1</td>
<td>Each</td>
<td>-</td>
<td>PSLL General CS</td>
<td>$398</td>
<td>Issued final payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD State CS</td>
<td>$398</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Landowner</td>
<td>$153</td>
<td></td>
</tr>
<tr>
<td>Fahrenkamp, Hazel</td>
<td>Filter Strip</td>
<td>0.6</td>
<td>Acres</td>
<td>2.7</td>
<td>SWCD CWF Grant</td>
<td>$1,800</td>
<td>Issued first half payment</td>
</tr>
<tr>
<td>Fahrenkamp, Hazel</td>
<td>Filter Strip</td>
<td>2</td>
<td>Acres</td>
<td>26.3</td>
<td>SWCD CWF Grant</td>
<td>$6,000</td>
<td>Issued first half payment</td>
</tr>
<tr>
<td>Harbor City Church*</td>
<td>Grade Stab. Structure (repair)</td>
<td>1</td>
<td>Each</td>
<td>0</td>
<td>SWCD Flood CS</td>
<td>$11,034</td>
<td>Issued final payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Landowner</td>
<td>$1,226</td>
<td></td>
</tr>
<tr>
<td>Hartell, Carl*</td>
<td>Filter Strip</td>
<td>0.46</td>
<td>Acres</td>
<td>3.2</td>
<td>PSLL General CS</td>
<td>$319</td>
<td>Issued final payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD CWF Grant</td>
<td>$956</td>
<td></td>
</tr>
<tr>
<td>Hentges, Joe</td>
<td>Variable Rate Application</td>
<td>239.4</td>
<td>Acres</td>
<td>-</td>
<td>Farmer-Led Council CS</td>
<td>$2,394</td>
<td>Issued final payment</td>
</tr>
<tr>
<td>Hentges, Joe</td>
<td>Cover Crop</td>
<td>36.9</td>
<td>Acres</td>
<td>26.3</td>
<td>SWCD CWF Grant</td>
<td>$3,321</td>
<td>Processing payment</td>
</tr>
<tr>
<td>Hylland, Jeff*</td>
<td>Filter Strip</td>
<td>0.67</td>
<td>Acres</td>
<td>7.2</td>
<td>PSLL General CS</td>
<td>$670</td>
<td>Issued final payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD CWF Grant</td>
<td>$2,680</td>
<td></td>
</tr>
<tr>
<td>Johnson, Matt*</td>
<td>Well Decommission</td>
<td>1</td>
<td>Each</td>
<td>-</td>
<td>PSLL General CS</td>
<td>$900</td>
<td>Issued final payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD State CS</td>
<td>$900</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Landowner</td>
<td>$400</td>
<td></td>
</tr>
<tr>
<td>Klingberg, Jim</td>
<td>Variable Rate Application</td>
<td>26.7</td>
<td>Acres</td>
<td>-</td>
<td>Farmer-Led Council CS</td>
<td>$267</td>
<td>Processing payment</td>
</tr>
<tr>
<td>Krueger, Tim*</td>
<td>Filter Strip</td>
<td>1.66</td>
<td>Acres</td>
<td>14.2</td>
<td>PSLL General CS</td>
<td>$1,404</td>
<td>Issued final payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD CWF Grant</td>
<td>$4,211</td>
<td></td>
</tr>
<tr>
<td>Larson, Debra*</td>
<td>Grassed Waterway</td>
<td>170</td>
<td>Lin Ft</td>
<td>2.6</td>
<td>SWCD State CS</td>
<td>$750</td>
<td>Issued final payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD CWF Grant</td>
<td>$2,400</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Landowner</td>
<td>$1,050</td>
<td></td>
</tr>
<tr>
<td>Lydia Zion Church</td>
<td>Native Prairie Restoration</td>
<td>2.6</td>
<td>Acres</td>
<td>2.1</td>
<td>PSLL General CS</td>
<td>$1,445</td>
<td>Issued first half payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD CWF Grant</td>
<td>$4,334</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Landowner</td>
<td>$579</td>
<td></td>
</tr>
<tr>
<td>Moen, Ernest &amp; Denise*</td>
<td>Raingarden</td>
<td>2</td>
<td>Each</td>
<td>-</td>
<td>PSLL General CS</td>
<td>$500</td>
<td>Issued final payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Landowner</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>O'Loughlin, Tim</td>
<td>Variable Rate Application</td>
<td>280</td>
<td>Acres</td>
<td>-</td>
<td>Farmer-Led Council CS</td>
<td>$2,800</td>
<td>Processing payment</td>
</tr>
<tr>
<td>R &amp; S Farms*</td>
<td>Variable Rate Application</td>
<td>30.5</td>
<td>Acres</td>
<td>-</td>
<td>Farmer-Led Council CS</td>
<td>$305</td>
<td>Issued final payment</td>
</tr>
<tr>
<td>Risberg, Tony*</td>
<td>Well Decommission</td>
<td>1</td>
<td>Each</td>
<td>-</td>
<td>PSLL General CS</td>
<td>$632</td>
<td>Issued final payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD State CS</td>
<td>$632</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Landowner</td>
<td>$486</td>
<td></td>
</tr>
<tr>
<td>Roach, Jerome*</td>
<td>Water and Sediment Basin</td>
<td>1</td>
<td>Each</td>
<td>11.1</td>
<td>NRCS EQIP</td>
<td>$3,495</td>
<td>Issued final payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PSLL General CS</td>
<td>$1,725</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Landowner</td>
<td>$1,740</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Project</td>
<td>Units</td>
<td>Description</td>
<td>Source</td>
<td>Funds</td>
<td>Notes</td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
<td>-------------------------------------</td>
<td>-------</td>
<td>-------------</td>
<td>---------------------------------</td>
<td>-------</td>
<td>------------------</td>
<td></td>
</tr>
<tr>
<td>Roach, Jerome*</td>
<td>Grassed Waterway</td>
<td>770</td>
<td>Lin Ft</td>
<td>NRCS EQIP</td>
<td>$1,253</td>
<td>Issued final payment</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PLSL General CS</td>
<td>$3,269</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Landowner</td>
<td>$1,507</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rockwell, James* D.</td>
<td>Well Decommission</td>
<td>1</td>
<td>Each</td>
<td>PLSL General CS</td>
<td>$857</td>
<td>Issued final payment</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD State CS</td>
<td>$857</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Landowner</td>
<td>$290</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sellin, Cindy*</td>
<td>Natural Shoreline Restoration</td>
<td>72</td>
<td>Lin Ft</td>
<td>PLSL General CS</td>
<td>$611</td>
<td>Issued final payment</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD State CS</td>
<td>$611</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stocke, Kevin*</td>
<td>Well Decommission</td>
<td>1</td>
<td>Each</td>
<td>PLSL General CS</td>
<td>$200</td>
<td>Issued final payment</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD State CS</td>
<td>$200</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Landowner</td>
<td>$1,420</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vierling, Mike</td>
<td>Variable Rate Application</td>
<td>146.1</td>
<td>Acres</td>
<td>Farmer-Led Council CS</td>
<td>$1,461</td>
<td>Processing payment</td>
<td></td>
</tr>
<tr>
<td>Wiecher, Linda*</td>
<td>Raingarden</td>
<td>3</td>
<td>Each</td>
<td>PLSL General CS</td>
<td>$750</td>
<td>Issued final payment</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD State CS</td>
<td>$403</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$74,098</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kochlin, Connie*</td>
<td>Grassed Waterway</td>
<td>1300</td>
<td>Lin Ft</td>
<td>NRCS EQIP</td>
<td>$12,384</td>
<td>Ready for construction</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD CWF Grant</td>
<td>$20,934</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Landowner</td>
<td>$3,702</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweet, Karen</td>
<td>Natural Shoreline Restoration</td>
<td>150</td>
<td>Lin Ft</td>
<td>PLSL General CS</td>
<td>$535</td>
<td>Ready for construction</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SWCD State CS</td>
<td>$535</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

** Summary by Source**

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

**Total:** $74,098

*Some project funds encumbered in prior years
Exhibit B
Summary Report of Monitoring Activities performed for PLSLWD in 2016

**Water Quality sampling/measuring**

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

**Flow measurements**

Flow measurements in 2016 totaled 17.
- 8 flows taken at prior lake outlet structure.
- 3 flows taken at ST_5B
- 2 flows taken at FC_CD1
- 1 flow taken at ST_5E
- 1 flow taken at ST_14
- 1 flow taken at ST_19
- 1 flow taken at ST_21

**Data management**

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

**Other work**

- Assisted in mounting of a staff gage to inside of concrete box culvert at fish lake outlet.
- Surveyed culvert elevation on south east side of Crystal Lake to use as lake level reference point.
- Assisted with culvert clean out near ditch monitoring site by county highway department.
- Greased and exercised prior lake outlet structure control gates as part of annual maintenance.
2017 PRIOR LAKE SPRING LAKE COST SHARE PROGRAM
CONSERVATION PRACTICE PAYMENT DOCKET

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

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

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

ELIGIBILITY:
1. PSLWD Cost Share Program payments are only authorized for practices listed in the docket. Non-docket practices required for the implementation of a docket practice shall be considered components of and subsidiary to the docket practice. Conservation payments for components will be included with the docket practice.

2. Cost share assistance is authorized for conservation practices that:
   b. Meet the general and specific conservation practice provisions for each practice included in the docket.
   c. Provide documentable environmental benefits, including but not limited to nutrient, sediment and runoff volume reductions, from the benchmark condition.
   d. Do not address erosion resulting from the direct impacts of development, unless the development occurred prior to applicable standards, such as NPDES permitting.

3. Cost share assistance may be authorized for repairs to existing practices if:
   a. The practice was not previously cost shared, or was cost shared but is beyond the contract term and the risk of failure poses significant threat to water quality or infrastructure; or
   b. The practice was cost shared and is within the contract term, but damage was caused by an act of God and the risk of failure poses significant threat to water quality or infrastructure.

4. A cost share agreement may be amended to cover costs associated with re-grading, re-seeding and re-mulching cost share projects that have experienced erosion prior to final certification, as determined reasonable and necessary by the authorized Technical Representative. The cost share rate shall not exceed the rate set in the approved contract.
   a. Amendments of greater than 10% of the original cost share amount shall be approved by the PSLWD if the amendment causes the project to exceed $100/Lb. of Phosphorus and/or to exceed $7,500 in total PSLWD cost share. Amendments of 10% or less than the original cost share amount may be approved by the SWCD.

5. Cost share may be authorized for costs associated with installation of more durable erosion control measures, including but not limited to substituting crimped mulch with erosion control blanket, as determined reasonable and cost effective by the authorized Technical Representative. This applies to projects that are cost shared through the PSLWD and/or another funding source.

6. Applicants who start a practice before a contract is officially approved do so at their own risk and are not guaranteed funding. Any work that starts before the applicant signs the contract is ineligible for PSLWD financial assistance for that practice. Work that starts after the application is signed but before it is officially approved is eligible for reimbursement provided: a) an official waiver form is signed by the applicant before any work commences; and b) the contract is officially approved.
7. The PLSLWD may require a cooperator to implement additional practices as a condition of cost share approval if the additional practice or practices are vital to ensuring the integrity and/or benefit of the original practice. The PLSLWD may deny cost share for projects on parcels that are not compliant with federal, state or local rules or regulations.

PAYMENT METHODS:
8. Two types of payment methods are used in this program: incentive payments and cost sharing.
   a. Incentive Payments:
      1. One Time Incentive Payment – Payment is made upon certification of practice implementation.
      2. Annual Incentive Payment – Payment is calculated for a specified number of years. Payment is made in two to four installments, of which the first installment shall be made upon certification of installation and the second and any subsequent installments shall be upon certification of establishment. A single payment may be authorized for annual incentive projects if the site is already established, as certified by the technical representative
   b. Cost Sharing Payments: Cost sharing is reimbursement to a participant to help offset the construction costs associated with implementing a practice. The maximum cost share rate for 2015 PLSLWD contracts with private landowners or land occupiers is listed for each practice and shall be considered the maximum rate of actual construction costs or the estimated cost (whichever is less) of implementing the practice.
      1. The maximum cost share rate for municipalities may not exceed 50%.
      2. Individuals with the appropriate technical approval authority must be involved in the preparation of cost estimates, either as preparer or reviewer.

9. The maximum rates listed in this docket are not guaranteed rates. The Board may reduce the maximum rate depending on the public benefit.

10. Other sources of cost share, including state and federal, shall be used whenever possible before, either solely or in conjunction with PLSLWD funds. The total payment to the landowner shall not, however, exceed the maximum cost share or incentive rate listed in the PLSLWD Cost Share Docket. Other program rules regarding maximum payment rates and other limitations shall be observed.

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

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

12. Practices that cost share on seeding will include all associated costs needed to implement the seeding plan.
APPROVAL PROCESS:
13. Applications for funding will be considered after completed applications are received. Applications for cost share and/or incentive totaling $7,500 or more in PLSLWD funding shall be considered by the PLSLWD Board. Applications for projects exceeding $100/pound of phosphorus removed (calculated on an annual basis) shall also be approved by PLSLWD Board, except for the following practices when the total PLSLWD funding amount is less than $7,500: bio-retention basins, cover crops, shoreline restoration or stabilization, nutrient management, waste storage facility, wetland restoration, well decommission, and riparian buffers. Applications not requiring PLSLWD Board consideration may be approved by the SWCD Board, subject to available funds and compliance with this docket and other applicable PLSLWD policies.

14. Approvals of applications for cost share are subject to the availability of funding.

15. The SWCD shall send a letter notifying applicants of action taken by the approving authority. The letter shall, at a minimum, include a copy of the signed and dated contract and explain the next steps. Letters shall also be sent when any Board of administrative action is taken to cancel a contract. A letter is not required for contract amendments.

16. Contracts (i.e. approved applications) exceeding $20,000 total PLSLWD funds shall be recorded on the property title at the county recorder’s office. Recording of the contract notifies subsequent buyers of the existence of the practice or practices on the property and their obligation to maintain these practice(s) during the effective life. Procedures for recording shall follow guidance developed by the Board of Soil and Water Resources for the recording conservation practices.

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

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

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

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

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

**GENERAL CONSERVATION PRACTICE PROVISIONS**

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

1) **Soil Testing:** A soil test may be required for any practice that targets the reduction of phosphorus. The purpose of the soil test is to determine nutrient content of the soil so that more accurate estimates of phosphorus loading and reductions can be made. A soil test shall be performed for any practice requiring seeding of cool season, non-native grasses if the cooperator or contractor applies fertilizer in excess of the following rate per acre: Nitrogen (N) 80 lbs, Phosphoric Acid (P2O5) 80 lbs, and Potash (K2O) 80 lbs. All soil tests shall be from a soil testing laboratory shown on the Minnesota Department of Agriculture’s list of approved Soil Testing Laboratories. Application rates of lime, commercial fertilizer, and manure shall be based on University of Minnesota recommendations, or from North Dakota’s or South Dakota’s Land Grant University. Soil testing requirements may be waived if acceptable soil tests from the site were taken within the previous three years.

2) **Wetland Protection:** NRCS Wetland Policy as found in the General Manual 190, Part 410 must be followed. This policy provides direction to the agency for compliance with the National Environmental Policy Act (NEPA). This policy prohibits NRCS from providing technical or financial assistance to participants that will adversely affect wetlands, unless the lost functions are fully mitigated.

3) **Upland Treatment:** As a requirement of eligibility, participants are required to perform upland treatment actions, through a conservation plan, according to Minnesota Conservation Planning Policy, and adequately address potential adverse impacts to conservation practices. Adverse impacts to conservation practices include, but are not limited to, increased sediment deposition from upland erosion, excessive runoff, degradation of vegetation practice components by pesticides transported in runoff, and degradation of wildlife habitat. Upland treatment shall, at a minimum, include controlling sheet and rill erosion to “T” and controlling all ephemeral gully erosion within the drainage area of the practice.

4) **Materials:** New materials must be utilized in the construction of practices, unless approved by a technical representative with appropriate Technical Approval Authority or licensed Professional Engineer prior to installation.

5) **Land Rights:** Participants requesting cost share funds for practices on land they do not own are responsible for obtaining easements, permits, right-of-way, and other reasonable and customary permissions necessary to perform and maintain the practices. Expenses associated with these items are not cost shared. Permission by the land owner(s) is deemed granted by their signature on the cost share application.

6) **Permits:** The applicant is responsible for obtaining all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the project.

7) **Operation and Maintenance:** The applicant is responsible for the operation and maintenance of the conservation practice for the minimum lifespan listed in the specific provisions of this document.
8) **Compliance with State and Local Regulations**: Cost share may not be provided to an applicant that is in violation of any of the following

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

Regulatory compliance shall only apply to the following:

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

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

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

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

COST SHARE TIERS

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

Tier 1
- Max Rate: 50% of actual construction costs, not to exceed 50% of cost estimate
- Minimum Requirements:
  - If upland treatment is required, the landowner or occupier must sign and follow a conservation plan agreement that achieves upland treatment on any cropland that a) drains to the practice and b) they either own or occupy.

Tier 2
- Max Rate: 75% of actual construction costs, not to exceed 75% of cost estimate
- Minimum Requirements:
  - If upland treatment is required, the landowner or occupier must sign and follow a conservation plan agreement that achieves upland treatment on any cropland that a) drains to the practice and b) they either own or occupy.
  - Complete a Conservation Assessment on all cropland within the FSA Farm on which the practice is being applied, plus any contiguous FSA Farm. If no FSA Farm ID exists, then the assessment must include all cropland within the parcel on which the project will be installed, plus any contiguous parcels.

Tier 3
- Max Rate: 90% of actual construction costs, not to exceed 90% of cost estimate
- Minimum Requirements:
  - If upland treatment is required, the landowner or occupier must sign and follow a conservation plan agreement that achieves upland treatment on any cropland that a) drains to the practice and b) they either own or occupy.
  - Achieve a minimum of 30% residue cover, after planting, on any field that intersects the contributing drainage area for the proposed project. The minimum residue cover shall be achieved over the entire crop rotation. Residue cover may be from last-year’s crop, cover crops, and/or permanent vegetation; and
  - Complete a Conservation Assessment on all cropland within the FSA Farm on which the practice is being applied, plus any contiguous FSA Farm. If no FSA Farm ID exists, then the assessment must include all cropland within the parcel on which the project will be installed, plus any contiguous parcels.

Notwithstanding the above, the maximum cost share rate shall be seventy-five (75%) for the following:
- Non-agricultural practices, including but not limited to streambank stabilization; and
- Practices that are otherwise treating erosion for which the primary cause is not agricultural land use immediately above the site; and
- As pertaining to Tier 3, above, the field in which the project is located, or is immediately downstream of, is not in a cash crop or grain/forage rotation, or the cause of the resource concern is not directly attributable to agricultural land use.

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

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

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

The following specific provisions exist for each conservation practice as listed below:
### PRACTICE STANDARD 712 – BIORETENTION BASINS

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td>712</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bioretention Basin (Redevelopment/Community)</td>
<td>50% of actual construction costs, not to exceed 50% of cost estimate</td>
<td>10 years</td>
<td></td>
</tr>
<tr>
<td>Residential Rain Gardens (if identified in a Local Water Plan)</td>
<td>50% of actual construction costs, not to exceed 50% of cost estimate</td>
<td>10 years</td>
<td></td>
</tr>
<tr>
<td>Residential Rain Garden (other)</td>
<td>1 time, $250 - $750</td>
<td>10 years</td>
<td></td>
</tr>
</tbody>
</table>

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

### PRACTICE STANDARD 340 – CONTOUR BUFFER STRIPS

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td>332</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contour Buffer Strips – Non-harvestable</td>
<td>Annual Current CRP Rate, 50% of actual construction costs, not to exceed 50% of cost estimate</td>
<td>10 years</td>
<td></td>
</tr>
<tr>
<td>Contour Buffer Strips – Harvestable</td>
<td>Annual 75% of Current CRP Rate</td>
<td>10 years</td>
<td></td>
</tr>
</tbody>
</table>

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

### PRACTICE STANDARD 340 – CONTOUR FARMING

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td>332</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contour Farming</td>
<td>Annual $20/acre</td>
<td>10 years</td>
<td></td>
</tr>
</tbody>
</table>

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

### PRACTICE STANDARD 340 – COVER CROP

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td>340</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cover Crops – Multi-year</td>
<td>Annual $40/acre</td>
<td>3 Year</td>
<td></td>
</tr>
<tr>
<td>Cover Crops – Annual</td>
<td>One-time $20/acre</td>
<td>1 Year</td>
<td></td>
</tr>
</tbody>
</table>

1. Maximum payment for the multi-year incentive is $12,000 per applicant (100 acres x $40/acre x 3yrs)
2. Maximum payment under the annual incentive is $2,000.
3. To qualify for the multi-year incentive, cover crops must be planted on the same number of acres and the same fields for a minimum of 3 consecutive years.
4. Payment shall be issued each year after the technical representative has certified seeding.
4. An applicant may, after an initial contract for multi-year incentives has been completed in accordance with applicable terms and conditions, be eligible to apply for additional multi-year incentives

**PRACTICE STANDARD 342 – CRITICAL AREA PLANTING**

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type</td>
<td>Amount $</td>
</tr>
<tr>
<td>Critical Area Planting</td>
<td>342</td>
<td>Tier 1, 2 or 3</td>
</tr>
</tbody>
</table>

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

**PRACTICE STANDARD 362 – DIVERSION**

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type</td>
<td>Amount $</td>
</tr>
<tr>
<td>Diversion</td>
<td>362</td>
<td>Tier 1, 2 or 3</td>
</tr>
</tbody>
</table>

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

**PRACTICE STANDARD 393 (PS 393) – FILTER STRIP**

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type</td>
<td>Amount $</td>
</tr>
<tr>
<td>Voluntary, non-harvestable – new</td>
<td>393</td>
<td>Annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voluntary, harvestable – new</td>
<td>393</td>
<td>Annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voluntary, re-enroll</td>
<td>393</td>
<td>Annual</td>
</tr>
<tr>
<td>Mandatory – non-native</td>
<td>393</td>
<td>One-time</td>
</tr>
<tr>
<td>Mandatory – native</td>
<td>393</td>
<td>One-time</td>
</tr>
<tr>
<td>Sensitive Field Border (Harvestable)</td>
<td>393</td>
<td>Annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

2017 PSLWFD Cost Share Docket
DRAFT
Page 9 of 18
8. Sites where upland runoff does not flow through the filter strip due to the presence of a levee (e.g. spoil piles) or negative slope shall not be eligible under this practice. They may, however, be eligible under the riparian Buffer Practice.

9. The NRCS minimum shall be based on removal of sediment and sediment associated material removal, as set forth in Table 1 of Filter Strip Standard 393, except in cases where the local water plan identified soluble material and pathogen removal as a priority, in which case the minimum may be as specified under the soluble materials and pathogens section of Table 1 of the Standard.

10. Livestock grazing may be used for maintenance, provided it is performed in accordance with an approved grazing plan.

### PRACTICE STANDARD 410 – GRADE STABILIZATION STRUCTURE

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment Type</th>
<th>Cost Sharing Maximum Eligible Cost Share Rate</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade Stabilization</td>
<td>410</td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
</tbody>
</table>

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

### PRACTICE STANDARD 412 – GRASSED WATERWAY

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment Type</th>
<th>Cost Sharing Maximum Eligible Cost Share Rate</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grassed Waterway</td>
<td>412</td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
</tbody>
</table>

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

### PRACTICE STANDARD – INNOVATIVE PRACTICES

<table>
<thead>
<tr>
<th>Incentive Payment Type</th>
<th>Cost Sharing Maximum Eligible Cost Share Rate</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Innovative Practices (Redevelopment/Community)</td>
<td>50% of actual construction costs, not to exceed 50% of cost estimate</td>
<td>10 years</td>
</tr>
<tr>
<td>Innovative Practices (New Development)</td>
<td>50% of actual construction costs, not to exceed 50% of cost estimate</td>
<td>10 years</td>
</tr>
</tbody>
</table>

1. Initial interest for innovative practices is discussed with PLSLWD staff.
2. Applications are taken by Scott SWCD staff.
3. Applications move directly to the WPC and are not reviewed by the Screening Committee. The WPC makes a recommendation to the PLSLWD Board, who makes the final approval/disapproval decision.
4. Approved applications are assigned to Scott SWCD for technical assistance.
5. Eligible practices include regenerative dustless street sweepers, porous pavers, porous pavement, green roofs, and other practices determined on a case by case basis.
### PRACTICE STANDARD 643 and 645 – NATIVE GRASS

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type</td>
<td>Amount $</td>
<td>Maximum Eligible Cost Share Rate</td>
</tr>
<tr>
<td>Native Grass Planting – Cropland and Pastureland</td>
<td>Annual</td>
<td>$175-$225/ac</td>
<td>50% of actual construction costs, not to exceed 50% of cost estimate</td>
</tr>
<tr>
<td>Native Grass Planting - Other lands (Project size: &lt;2 acres)</td>
<td>1 Time</td>
<td>$500/ac (pro-rated)</td>
<td>50% of actual costs, not to exceed 50% of cost estimate</td>
</tr>
<tr>
<td>Maintenance (other than prescribed burn)</td>
<td>1 Time</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Cropland includes any land where grain, vegetable, and/or forage crops have been grown and harvested in each of the last 3 years, and in at least 8 of the last 10 years. Pastureland includes any land that has been actively pastured by livestock for the last 3 years, and for at least 8 of the last 10 years. To be eligible for the annual incentive, hayland must consist of at least 25% alfalfa and have been harvested at least once in each of the last 3 years, and in a minimum of 8 of the last 10 years.

2. Maximum annual incentive rates shall be determined as follows: $275/acre for soils with D or greater slopes and for areas within 300’ of a protected water course, drainage ditch, Type III or greater wetland, intermittent stream as depicted on USGS quadrangle maps, or top of a bluff or ravine; $225/acre for soils with C slopes; $200/acre for soils with B slopes, and $175/acre for soils with A slopes.

3. Notwithstanding 2. above, payment shall be limited to a maximum amount such that the overall total cost benefit for volume reduction does not exceed $2,000 per acre foot of runoff.

4. Cost share for establishment may include site prep, seeding and first-year mowing.

5. Upland treatment is required.

6. The minimum project size for the one-time incentive payment is 1/2 acre. Payment for the one-time incentive is pro-rated based on actual size.

7. Land where the maintenance of permanent natural vegetation is required under Chapter 70a-8-11, Scott County Zoning Ordinance and/or MN Statute 103F.48, may only be eligible for the 1 time payment of $500/acre.

8. Application through CRP or related program is perquisite for projects over 10 acres, if the site meets program eligibility requirements. Payment rate is limited to the difference between the amount paid by CRP rate and the maximum amounts listed.

9. Maintenance under this practice may include mowing, disk or other method approved by the PLSLWD or its agent. Applications for maintenance must be made separate from applications for establishment and annual or one-time incentive payment. The intent is to provide funding assistance for maintenance in years 4 or 5 after establishment. Cost share for maintenance may not be provided more than one time per applicant, per ten years. Cost share for prescribed burn shall follow requirements under that practice standard (below)

10. Grazing is a permitted maintenance option. It must, however, be performed in accordance with an approved grazing plan and is not eligible for cost share.

11. A landowner may apply for funding for up to 10 additional years upon expiration of their original contract. The SWCD may, with approval of the PLSLWD Board, approve, approve with modification, or deny any such application, based on its determination of public benefit. Consideration of benefit shall be based cost compared to any or all of the following: potential threat to water quality should the land return to agricultural use, in whole or part; minimum acreage necessary to maintain comparable the water quality benefits as achieved with the original project; level of impairment of the receiving water body; and available funds.

### PRACTICE STANDARD – NATURAL SHORELINE RESTORATION and/or STABILIZATION

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type</td>
<td>Amount $</td>
<td>Maximum Eligible Cost Share Rate</td>
</tr>
<tr>
<td>Natural Shoreline Restoration</td>
<td></td>
<td></td>
<td>50% of actual construction costs, not to exceed 50% of cost estimate</td>
</tr>
<tr>
<td>Shoreline Stabilization</td>
<td>580</td>
<td></td>
<td>75% of actual construction costs, not to exceed 75% of cost estimate</td>
</tr>
<tr>
<td>Streambank Stabilization</td>
<td>580</td>
<td></td>
<td>50% to 75% of actual construction costs, not to exceed cost estimate</td>
</tr>
</tbody>
</table>

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

---

2017 PLSLWD Cost Share Docket
DRAFT
Page 11 of 18
2. Project designs shall meet the intent of restoring the shoreline to predominantly natural conditions, including but not limited to the use of natural and native vegetative buffers, limiting turf grass, and using bioengineering methods. Minimum specifications include a 10 feet wide seeded native vegetation buffer along no less than 50% of the total width of the lot, less the footage or shoreline having existing natural and desirable vegetation. Where agriculture is adjoining land use an area of unmaintained vegetation or conservation plan must be in place in accordance with County Shoreland Rules.

3. Funding for hard armor practices (e.g. rock riprap) are not eligible for funding unless bio-engineering methods are determined to be an insufficient means of needed stabilization.

4. Upland treatment is required. See General Conservation Practice Provision #3.

5. Shoreline stabilization projects are those that involve soft or hard armoring in order to remedy and/or prevent erosion due to wave action or upstream runoff.

### PRACTICE STANDARD – NUTRIENT MANAGEMENT

<table>
<thead>
<tr>
<th></th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NRCS Code</td>
<td>Incentive Payment Type</td>
<td>Amount $</td>
</tr>
<tr>
<td>Manure Testing</td>
<td>NA</td>
<td>100% of Actual Cost</td>
<td>1 year</td>
</tr>
<tr>
<td>Variable Rate Application</td>
<td>NA</td>
<td>1-time</td>
<td>$10/ac up to 400 acres</td>
</tr>
</tbody>
</table>

1. Manure testing is a practice pre-approved by the PLSLWD. An application does not need to be sent to the PLSLWD Board for approval. A voucher can be processed immediately and sent to the Scott SWCD Board for approval. Manure testing kits are available through Scott SWCD.

2. Eligibility is limited to a maximum of $2,000 per applicant, in either a single contract or contracts over multiple years. Payment may not be made more than one time on any given acre or field.

3. Funds for VRA shall be prioritized for producers that do not already use VRA as the primary means of fertilizer application for their operation.

4. Sheet and rill erosion shall be controlled to tolerable soil loss rates, and ephemeral gully erosion shall be controlled on all cropland covered under the VRA application, as determined by a conservation assessment. If current practices do not meet T or control ephemeral erosion, then the applicant may become eligible for VRA incentives by agreeing to follow a Conservation Plan.

5. Manure shall be credited and all fertilizer application rates shall be consistent with U of M recommendations.

6. Copies of paid invoices from the applicator (if not the applicant) and maps showing grid soil sampling results, organic matter, and prescription rates shall be submitted as a condition of payment. Grid soil samples must be no older than 2 years. The applicator shall attest that application was completed in accordance with the prescription map, by signing a form prepared by the SWCD.

7. The Technical Representative has discretion to withhold payment for acreage where sampling results and or application rates do not appear to be accurate or follow U of M recommendations.

### PRACTICE STANDARD 338 – PRESCRIBED BURNING

<table>
<thead>
<tr>
<th></th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NRCS Code</td>
<td>Incentive Payment Type</td>
<td>Amount $</td>
</tr>
<tr>
<td>Prescribed Burning</td>
<td>338</td>
<td>50% of actual construction costs, not to exceed 50% of cost estimate</td>
<td>5 years</td>
</tr>
</tbody>
</table>

1. A detailed burn plan describing the practice objective, species to control and species to be benefited, timing, weather conditions and management guidelines will be developed.

2. Technical assistance will be provided by a technically qualified and adequately insured individual.

3. All laws and regulations pertaining to burning will be followed.

4. The conservation plan must document that the landowner has been notified in writing that they are subject to all liability due to damages caused by fire.

5. It is the landowner’s responsibility to obtain all permits and to notify surrounding landowners that may be affected.

6. Cost share is eligible once every 5 years, at a minimum, and no more than twice on the same land per applicant.

7. Associated costs with obtaining and notification of neighbors, units of government, and agencies are entirely the landowner’s expense.
### PRACTICE STANDARD 390 and 391 – RIPARIAN BUFFER

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type</td>
<td>Amount $</td>
<td></td>
</tr>
<tr>
<td>391</td>
<td></td>
<td>Up to $1,000/acre for plants, seeds, labor and materials</td>
<td>15 years</td>
</tr>
<tr>
<td>390 or 391</td>
<td>Annual</td>
<td>$150/ac up to 50-foot width</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>75% of actual construction costs, not to exceed 75% of cost estimate</td>
<td></td>
</tr>
<tr>
<td>390 or 391</td>
<td>Annual</td>
<td>$150/ac up to 50-foot width</td>
<td></td>
</tr>
</tbody>
</table>

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

### PRACTICE STANDARD 600 – TERRACE

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type</td>
<td>Amount $</td>
<td></td>
</tr>
<tr>
<td>600</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

### PRACTICE STANDARD 620 – UNDERGROUND OUTLET

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type</td>
<td>Amount $</td>
<td></td>
</tr>
<tr>
<td>620</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type</td>
<td>Amount $</td>
<td></td>
</tr>
<tr>
<td>313</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Level 2 to 4 Vegetated Treatment Area – lot size of 1 acre or less

1. Level 2 to 4 Vegetated Treatment Area – lot size of 1.1 acre to 2 acres

1. Level 2 to 4 Vegetated Treatment Area – lot size of 1.1 acre to 2 acres

1. 10 years
Level 2 to 4 Vegetated Treatment Area – lot size 2.1 to 5 acres
Level 2 to 4 Vegetated Treatment Area – lot size greater than 5 acres
Level 5 Control – vegetated buffer

<table>
<thead>
<tr>
<th>Practice</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NRCS Code</td>
<td>Type</td>
<td>Amount $</td>
</tr>
<tr>
<td>Concrete or Metal Tank</td>
<td>313</td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
<tr>
<td>Stacking Slab</td>
<td>313</td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
<tr>
<td>Pond – composite liner</td>
<td>313</td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
<tr>
<td>Pond – membrane liner</td>
<td>313</td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
<tr>
<td>Pond – no liner</td>
<td>313</td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
<tr>
<td>Pond – soil liner</td>
<td>313</td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
<tr>
<td>Concrete slab</td>
<td>313</td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
<tr>
<td>Non-liquid tight deep pack – concrete wall</td>
<td>313</td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
</tbody>
</table>

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

PRACTICE STANDARD 313 – WASTE STORAGE FACILITY

1. The eligible volume of storage is the total storage volume, including the design storage volume plus freeboard as required in the standard. As outlined in Waste Storage Facility (313), the maximum design storage period is 14 months.
2. The maximum allowable storage volume is based on the current capacity of the existing facility plus up to 25% expansion.
3. Payment is limited to where the implementation of this practice will correct an existing pollution problem. As outlined by the EQIP manual, any EQIP contract that includes an animal waste storage or treatment facility will provide for the development of a CNMP prior to the implementation of the 313. MPCA’s definition is used to define a pollution problem.
4. Consult EQIP General Provision 13 for Comprehensive Nutrient Management Plan (CNMP) requirements.
5. Consult EQIP General Provision 14 for requirements related to manure application land base and/or manure applications on land not owned or controlled by the EQIP contract holder.

6. For purposes of this practice, “waste” refers to raw manure and urine; runoff water contaminated through contact with manure and urine; milking center wastewater; and silage leachate as appropriate.

7. Silage storage facilities are not eligible components. Payment for components addressing silage leachate concerns under Waste Storage Facility start at the edge of the silage storage facility.

8. For livestock operations that are not or will not be permitted under the NPDES system, silage leachate systems can be funded as stand-alone practices if these systems are the only livestock related practices being requested. The development of a CNMP IS required with a silage leachate system but the CNMP does NOT have to be implemented.

9. Payment is authorized for tanks that serve as foundations for buildings, however eligible costs are those associated with the storage function only. Payment is not authorized for production oriented building components.

10. Payment for Concrete Slab is authorized for concrete agitation and pump out pads, pond lining, ramps and chutes within the pond.

11. Payment is authorized for feedlot relocation, with the following provisions:
   a. The payment for relocation shall be based on the most practical and feasible waste management facility at the existing site.
   b. Payment at the new site is only authorized for components applicable to the transfer, storage, or treatment of wastes.
   c. Existing location is to be abandoned in an environmentally safe manner as outlined in MPCA guidelines.
   d. Operator must agree to permanently remove all livestock from the existing location along with any other designated pollution sources. The following statement shall be included in the EQIP contract: “As a condition of EQIP Payment on feedlot relocation, the producer agrees to permanently eliminate all animals and designated pollution sources at this facility. Failure to comply with this provision may result in a recovery of federal Payment funds.”
   e. In the event of a change in ownership, the abandoned lots will permanently not be eligible for future USDA Payment on waste management practices.

12. Payment for Waste Storage Facility (313) on operations with pollution problems less than 5 years old is not authorized.
   a. Examples:
      i. Producer A has had a dairy farm operation for 20 years. Producer B purchases the dairy and continues milking cows. This pollution problem is greater than 5 years old and producer B meets this eligibility requirement for Payment assistance.
      ii. A producer has a dairy operation on farm A. He purchases farm B and moves the dairy operation to farm B where there was no previous pollution problem. Farm B would be considered a new facility and would not be eligible for Payment assistance.

13. Payment is not authorized for Waste Storage Facility (313) on operations where the system establishment is required as a result of judicial or court action. MPCA Stipulation Agreement and Schedule of Compliance (SOC) are not considered a judicial or court action, and practice implementation is still considered voluntary for EQIP eligibility purposes, even if fines have been levied by the MPCA.

14. State NRCS Conservationist approval is required for systems involving agricultural waste generated off-site.

15. Payment for Waste Storage Facility is capped at $250,000. This cap applies to the total facility being installed under 313. Other components such as manure transfer, safety fence, etc. are allowed in the contract in addition to the capped $250K for the 313 practice.

16. Non-Liquid Tight Deep Pack – Concrete Wall is authorized only for stacking slabs where enough bedding or organic matter is added to the manure to eliminate liquid runoff or leaching and therefore a concrete floor is not required. The manure and organic pack resulting from the operation of a “Compost Barn” as defined by the University of Minnesota meets this definition.

17. Certification must be by an appropriately licensed professional engineer.

18. Application through the USDA-NRCS EQIP program during a scoring and ranking period is prerequisite.

### PRACTICE STANDARD 629 – WASTEWATER TREATMENT

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment Type</th>
<th>Cost Sharing Maximum Eligible Cost Share Rate</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td>629</td>
<td></td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
<tr>
<td>629</td>
<td></td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
<tr>
<td>629</td>
<td></td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
<tr>
<td>629</td>
<td></td>
<td>Tier 1, 2 or 3</td>
<td>10 years</td>
</tr>
</tbody>
</table>
1. Payment is limited to where the implementation of this practice will correct an existing pollution problem. As outlined by the EQIP manual, any EQIP contract that includes an animal waste storage or treatment facility will provide for the development of a CNMP prior to implementation of the storage or treatment. MPCA’s definition is used to define a pollution problem.

2. Consult EQIP General Provision 13 for Comprehensive Nutrient Management Plan (CNMP) requirements.

3. Consult EQIP General Provision 14 for requirements related to manure application land base and/or manure applications on land not owned or controlled by the EQIP contract holder.

4. Payment for Wastewater Treatment on operations with pollution problems less than 5 years old is not authorized.
   a. Examples:
      i. Producer A has had a dairy farm operation for 20 years. Producer B purchases the dairy and continues milking cows. This pollution problem is greater than 5 years old and producer B meets this eligibility requirement for Payment assistance.
      ii. A producer has a dairy operation on farm A. He purchases farm B and moves the dairy operation to farm B where there was no previous pollution problem. Farm B would be considered a new facility and would not be eligible for Payment assistance.

5. Payment is not authorized for Wastewater Treatment on operations where the system establishment is required as a result of judicial or court action. MPCA Stipulation Agreement and Schedule of Compliance (SOC) are not considered a judicial or court action, and practice implementation is still considered voluntary for EQIP eligibility purposes, even if fines have been levied by the MPCA.

6. Payment rate includes components needed for the actual waste treatment. Components needed for temporary storage and transfer of wastes are covered under separate practices.

7. Application through the USDA-NRCS EQIP program during a scoring and ranking period is prerequisite.

### PRACTICE STANDARD 638 – WATER AND SEDIMENT CONTROL BASIN

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Maximum Eligible Cost Share Rate</td>
<td>10 years</td>
</tr>
<tr>
<td>Water &amp; Sediment Control Basin</td>
<td>638</td>
<td>Tier 1, 2 or 3</td>
<td></td>
</tr>
</tbody>
</table>

1. The use of Subsurface Drain (606) or Underground Outlet (620) to drain hillside seeps, low or wet spots in fields is not an eligible single component of this practice. The land user shall identify, in writing the purpose of the larger tile and indicate the area that it will serve. The difference in cost of installing tile larger than that specified by the technician will be borne by the producer.

2. Upland treatment is required. See General Conservation Practice Provision #3.

3. Cost sharing for Subsurface Drain (606) is limited to drains needed in the impounded area of the basin as determined by the designer.

4. Farmable WASCOB is eligible only if it is the most practical alternative, as determined by the SWCD.

5. Application through the USDA-NRCS EQIP program during a scoring and ranking period is prerequisite.

### PRACTICE STANDARD 351 – WELL DECOMMISSIONING (Unused Well Sealing)

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Maximum Eligible Cost Share Rate</td>
<td>10 years</td>
</tr>
<tr>
<td>Well Decommissioning</td>
<td>351</td>
<td>75% of actual construction costs, not to exceed 75% of cost estimate</td>
<td></td>
</tr>
</tbody>
</table>

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

### PRACTICE STANDARD 657 – WETLAND RESTORATION

Wetland restorations cost share and incentive payments are covered under the Wetland Restoration and Enhancement Program (WREP) for perpetual agreements. Shorter, 15 year agreements need to meet the following standards.
1. Wetland Restoration Incentives are eligible for restorations that result in type III, IV, or V wetlands.
2. The applicant is responsible for obtaining easements, right of ways, local, state and federal permits and other permission necessary to perform and maintain the practice. Expenses incurred due these items are not cost shared. Incentive payments will not be made until proof of necessary permits has been provided.
3. The restored area shall not be used for irrigation or livestock watering purposes, to produce agricultural commodities, or for grazing livestock.
4. Upland Treatment is required. See General Provision.
5. Wetlands restored as part of a required mitigation plan or for wetland banking are not eligible for funding under this section.
6. A 30-foot minimum native buffer required. Upland buffer can be completed as a filter strip or native grass planting practice using respective cost and incentive rates.
7. An approved application through the Conservation Reserve Enhancement Program (CREP) or Reinvest In Minnesota (RIM) for the proposed perpetual restoration is required in order to be eligible for funding under this section.
8. Bids shall be submitted to the SWCD office on a form provided by PLSLWD.
9. The PLSLWD shall set a time period during which bids must be submitted.
10. The PLSLWD reserves the right to refuse any and all bids.

### PRACTICE STANDARD – WHOLE FARM PLANNING

<table>
<thead>
<tr>
<th>NRCS Code</th>
<th>Incentive Payment</th>
<th>Cost Sharing</th>
<th>Lifespan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Type</td>
<td>Amount $</td>
<td>Maximum Eligible Cost Share Rate</td>
</tr>
<tr>
<td>Whole Farm Planning</td>
<td>One time</td>
<td>$5/acre</td>
<td></td>
</tr>
</tbody>
</table>

1. Maximum incentive amount shall be $1000
2. This incentive is intended specifically to promote participation in the MN Agricultural Water Quality Certification Program (MAWQCP). To be eligible, the applicant must submit a completed MAWQCP application and complete an assessment following MAWQCP protocol.
PLSLWD COST SHARE PROGRAM
DECISION FLOW CHART FOR DETERMINING APPLICATION APPROVAL AUTHORITY

Project Reviewed

Yes
Meets Docket Requirements

Yes
Requested cost share amount is <$7500*

Yes
Type I Practice

No
Phosphorus removal <$100/lb/yr*

No
Not Eligible

No
Requested cost share amount is >=$7500*

No
Type I Practice

Yes

SWCD Board

Type I Practices
- Bio-retention Basins
- Cover crops
- Native Prairie Restoration
- Nutrient Management
- Riparian Buffers
- Shoreline Restoration or Stabilization
- Waste Storage Facility
- Wetland Restoration
- Well Decommission
- Whole Farm Planning

*PLSLWD funds only
# February 2017
## Projects Update

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>LAST MONTH’S STAFF ACTIVITIES</th>
<th>NEXT STEPS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CR 12/17 Wetland Restoration</strong></td>
<td></td>
<td>• Move the large sign to a better viewpoint.</td>
</tr>
<tr>
<td>(Class 741)</td>
<td></td>
<td>• Continue to work with County on resolving punchlist items.</td>
</tr>
<tr>
<td>Project Lead: Maggie</td>
<td></td>
<td>• Prescribed burn in spring.</td>
</tr>
<tr>
<td><strong>Lower Prior Lake Diagnostic Study</strong></td>
<td>• Completed semi-annual grant progress report.</td>
<td>• Continue to explore a potential project at Sand Point Beach Park.</td>
</tr>
<tr>
<td>Implementation</td>
<td>• Met with City and EOR to discuss enhancement of Fairlawn Shores project.</td>
<td>• Finalize plans for Fairlawn Shore project and bid out construction work.</td>
</tr>
<tr>
<td>LPDS Grant (Class 743)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Lead: Maggie</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Carp Management</strong></td>
<td>• Tracked radio-tagged carp on Prior and Spring Lakes.</td>
<td>• Purchase and install receivers for PIT tags.</td>
</tr>
<tr>
<td>In Lake Management</td>
<td>• Coordinated with Jeff Reidemann on potential Upper Prior Lake seine.</td>
<td>• Coordinate additional winter seining efforts on Spring and Upper Prior Lake.</td>
</tr>
<tr>
<td>(Class 611)</td>
<td>• A preparatory hole was cut in the ice, but the carp moved over to Mud Bay before the seine could be coordinated.</td>
<td>• WSB will continue to track the radio-tagged carp.</td>
</tr>
<tr>
<td>Project Lead: Amy &amp; Maggie</td>
<td>• Worked with WSB and Don Geyer to complete seine on Spring Lake. Removed over 34,000 pounds of carp from the lake.</td>
<td>• Get easements and permits that are needed to install carp barriers this spring.</td>
</tr>
<tr>
<td>Carp Management Project</td>
<td>• Submitted a DNR CPL grant application for innovative carp barrier at desilt pond and additional PIT tag receiver device at site.</td>
<td></td>
</tr>
<tr>
<td>(Class 747)</td>
<td>• Received quote for yagi antennae so that staff has equipment to locate carp on lakes.</td>
<td></td>
</tr>
<tr>
<td>Project Lead: Maggie &amp; Kathryn</td>
<td>• Submitted semi-annual grant progress report.</td>
<td></td>
</tr>
<tr>
<td><strong>Clean Water Fund Grants: Fish Point Park</strong></td>
<td>• Completed reporting for grant project close-out.</td>
<td>• Design, order and install educational signs for site.</td>
</tr>
<tr>
<td>Fish Point Park (Class 745)</td>
<td></td>
<td>• Bid out small vegetation maintenance contract work for site.</td>
</tr>
<tr>
<td>Project Lead: Maggie</td>
<td></td>
<td>• Coordinate community event for summer with City.</td>
</tr>
</tbody>
</table>
## February 2017

### Projects Update

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>LAST MONTH’S STAFF ACTIVITIES</th>
<th>NEXT STEPS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>H&amp;H Study</strong></td>
<td>• Carl Almer will make adjustments to the model, as needed</td>
<td>• Final Draft of the Study on the District’s website</td>
</tr>
<tr>
<td><em>Project Lead: Diane</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Raymond Park Restoration Project</strong></td>
<td>• Completed paperwork and documents needed to proceed with grant agreement.</td>
<td>• Coordinate with Great River Greening and the City of Prior Lake to begin planning and scheduling for project.</td>
</tr>
<tr>
<td><em>Project Lead: Kathryn</em></td>
<td>• Received DNR CPL grant agreement.</td>
<td>• Restoration work is anticipated to begin this spring/summer.</td>
</tr>
<tr>
<td></td>
<td>• Putting together agreements with City of PL and Great River Greening for project.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Operations Update

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>LAST MONTH’S STAFF ACTIVITIES</th>
<th>NEXT STEPS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Monitoring</strong></td>
<td>• Data management</td>
<td>• Data management</td>
</tr>
<tr>
<td>Monitoring and Data Acquisition (Class 637)</td>
<td>• Assist Houston w/report card</td>
<td>• Finalize 2017 monitoring plan</td>
</tr>
<tr>
<td>Project Lead: Jaime</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ferric Chloride System Operations</strong></td>
<td>• Completed monthly DMR report</td>
<td>• DMR Report</td>
</tr>
<tr>
<td>Ferric Chloride System (Class 611)</td>
<td>• Finished annual report</td>
<td>• Get new equipment working</td>
</tr>
<tr>
<td>Project Lead: Jaime</td>
<td>• Level equipment installed in ferric tank</td>
<td></td>
</tr>
<tr>
<td><strong>Permitting</strong></td>
<td>• Reviewed upcoming projects in City of Prior Lake and Savage.</td>
<td>• Continue to inspect, follow-up on and close remaining open permits.</td>
</tr>
<tr>
<td>Regulation (Class 648)</td>
<td>• Corresponded with developer in City of Shakopee on potential project.</td>
<td></td>
</tr>
<tr>
<td>Project Lead: Maggie &amp; Kathryn</td>
<td>• Responded to four inquiries on permitting requirements and process.</td>
<td></td>
</tr>
<tr>
<td><strong>BMP Inspections</strong></td>
<td>• Discussed easement amendment process with A569827 easement holders.</td>
<td>• Review amendment requests as they are received.</td>
</tr>
<tr>
<td>Regulation (Class 648)</td>
<td>• Drafted potential internship posting.</td>
<td>• Create baseline documentation for each conservation easement property.</td>
</tr>
<tr>
<td>Project Lead: Maggie &amp; Kathryn</td>
<td></td>
<td>• Work with landowners of A722055 to obtain necessary mortgage consents and to get both the Agreement &amp; Easement signed and recorded.</td>
</tr>
<tr>
<td><strong>Citizen Advisory Committee</strong></td>
<td>• CAC will begin another round of the Water Quality Improvement Award</td>
<td>• Next CAC meeting is on February 23</td>
</tr>
<tr>
<td>Education and Outreach (Class 652)</td>
<td>• CAC is invited to regularly update the Board on their activities</td>
<td></td>
</tr>
<tr>
<td>Project Lead: Diane</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Operations Update

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>LAST MONTH’S STAFF ACTIVITIES</th>
<th>NEXT STEPS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Website and Media</strong></td>
<td>• Website articles posted—Carp seine, Flood study, Outlet structure story map, Native prairie plantings workshop</td>
<td>• Continue writing posts and updates about projects</td>
</tr>
<tr>
<td><strong>Education and Outreach (Class 652)</strong></td>
<td>• Prior Lake American articles: Spring Lake seine; Flood Study key proposals; Submitted three articles for the Spring Lake Association newsletter.</td>
<td>• Will tweet and/or update Facebook about projects &amp; news.</td>
</tr>
<tr>
<td><strong>Project Lead: Diane</strong></td>
<td>• Facebook: Spring Lake Seine video and photos. We “boosted” the posts and the numbers will change; however, we reached 4003 people. 1390 saw the post on Twitter. Advertised the Planting Native Prairie workshop; reposts: FMR articles on Governor Dayton’s water protection goals; MCWD’s article on salt reduction; MPCA’s article on food waste and climate and natural shorelines and wetlands; DNR’s article on license plates.</td>
<td></td>
</tr>
<tr>
<td><strong>Cost Share Program</strong></td>
<td>• Twitter: re-tweets of FB articles; MPCA on electronics and landfills; public lands and Friends of the BWCAW</td>
<td></td>
</tr>
<tr>
<td><strong>Land Mgmt (Class 611)</strong></td>
<td>• Spring Lake Association newsletter: Carp, Alum, Flood study</td>
<td></td>
</tr>
<tr>
<td><strong>Project Lead: Diane</strong></td>
<td>• Fourth Quarter cost shares include one natural shoreline restoration and two variable rate application cost shares</td>
<td>• Ongoing outreach to urban and rural landowners thru the SWCD</td>
</tr>
</tbody>
</table>
# Operations Update

<table>
<thead>
<tr>
<th>PROGRAM</th>
<th>LAST MONTH’S STAFF ACTIVITIES</th>
<th>NEXT STEPS</th>
</tr>
</thead>
</table>
| **Aquatic Vegetation Management and Surveys (Class 626 and 637)**  
Project Lead: Jaime | •                            | • Create 2017 monitoring plan |
| **Planning (Class 626) and Admin (Class 405)**  
Project Lead: Diane | • Weekly Staff Meetings  
• Weekly One2One meetings with each staff member | • Weekly Staff Meetings  
• One2One meetings with each staff member |
<table>
<thead>
<tr>
<th>Activity</th>
<th>Last Month’s Staff Activities</th>
<th>Next Steps</th>
</tr>
</thead>
</table>
| **Prior Lake Outlet Channel**  
*Project Lead: Jaime* | • Maintained and downloaded auto level logger  
• Conducted channel Inspections | • Channel Inspections  
• Maintain and download auto level logger  
• Fill sand at outlet structure in pine trees next spring  
• Repair boat launch gravel next spring  
• Annual report due in February |
| **Gonyea Culvert, Kes Field Crossing and Pike Lake Park (FEMA)**  
*Project Lead: Maggie* | • Construction work is complete at all three sites. | • Monitor sites to ensure vegetation gets fully established.  
*Note: Contract is in force until June 15, 2017 to allow time to vegetation to get properly established.* |
| **Channel Bank Erosion (FEMA)**  
*Project Lead: Maggie* | • Sent information to Barr to begin engineering work. Coordinated upcoming meetings.  
•Developed potential access maps for construction. | • Receive and review concept plans for project.  
• Meet with PLOC TAC in March.  
• Anticipate bidding out construction work this summer. |
| **Downed Trees & Sediment Delta (FEMA)**  
*Project Lead: Maggie* | • Received confirmation from HSEM/FEMA that soil quantities can vary per site and began moving forward with contract.  
• Executed contract documents. Setting up next steps before issuing notice to proceed. | • Acquire necessary grading and right-of-way permits.  
• Coordinate with the City of Shakopee prior to construction.  
• Construction work for the project to be completed by the end of March. |
| **JPA/MOA & TAC Meetings & Admin**  
*Project Lead: Diane & Jaime* | • First draft of revised MOA will be discussed at the TAC meeting  
• TAC will meet with Barr Engineering to discuss bank erosion work | • TAC Meeting March 1  
• Cooperators Meeting April 13 |
| **Invasive Species Removal**  
*Project Lead: Jaime* | • Met with Contractor AES and EOR to set plan for 2017 | |
# Outlet Structure and Channel

<table>
<thead>
<tr>
<th>Activity</th>
<th>Last Month’s Staff Activities</th>
<th>Next Steps</th>
</tr>
</thead>
</table>
| **MS4 Permit**    | • Completed and signed an easement amendment in Segment 1 which was in coordination with the Maple Park Shore Acres development project with the City of Prior Lake. The mortgage consent and easement document were recorded in the County Recorder’s Office. This easement provided the District with additional easement acreage with no purchase cost.  
  • Met with Reed Beckler. He is awaiting news on the final payment amount on the MetCouncil easement before negotiating the easement with the District.  
  • Reviewed and accepted diversion plans for Blue Lake Interceptor project in Segment 7. Site visit to project location and follow-up with MetCouncil and contractor. | • Continue negotiations with Beckler and Muhlenhardt.  
  • Continue to conduct site visits to Blue Lake Interceptor project site in Segment 7.  
  • Continue to communicate MOA interests with the developer in Segment 5 as the Eagle Creek Development gets further along in the design phase. |
| Project Lead: Diane |                                                                                                               |------------------------------------------------------------------------------------------------|
| **PLOC Easements**|                                                                                                               |------------------------------------------------------------------------------------------------|
| Project Lead: Maggie & Diane |                                                                                                               |------------------------------------------------------------------------------------------------|
Quick Facts

DNR Lake Number: 70007200*
Surface Area: 416 acres
Average Depth: 10 feet
Maximum Depth: 43 feet
Watershed Area: 16,038 acres
Ordinary High Water Level: 904.0 feet above sea level

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

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

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

Grading System

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

Overall Grade: C
The lake has a fair water quality index, largely caused by excess phosphorus and algae blooms.

### Water Quality Indicator

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PHOSPHORUS</td>
<td>Total Phosphorus</td>
<td>• Recreation</td>
<td>C</td>
<td>3.4%</td>
<td>6.2%</td>
<td>85% of 2016 samples did meet the standard, with conditions improving since 2007.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Aquatic Life</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALGAE BLOOMS</td>
<td>Chlorophyll-a</td>
<td>• Recreation</td>
<td>D</td>
<td>12.4%</td>
<td>4.5%</td>
<td>70% of 2016 samples did meet standard— with conditions improving since 2007.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Aquatic Life</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLARITY</td>
<td>Secchi Depth</td>
<td>• Recreation</td>
<td>C</td>
<td>3.4%</td>
<td>No Trend</td>
<td>95% of 2016 samples met standard. Lake trends have been mixed since 2007.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Aquatic Life</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHLORIDE</td>
<td>Chloride</td>
<td>• Aquatic Life</td>
<td>C</td>
<td>12.0%</td>
<td>6.5%</td>
<td>97% of 2016 samples met the standard, demonstrating that conditions are improving.</td>
</tr>
<tr>
<td>BACTERIA</td>
<td>E. coli</td>
<td>• Recreation</td>
<td>B</td>
<td>6.8%</td>
<td>10.1%</td>
<td>98% of 2016 samples met standards and conditions are improving.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Drinking Water</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Why?

needed by plants and animals to survive, but can cause algae blooms if too much is available.

Makes lakes unswimmable. Some algae can produce dangerous toxins. Decomposition uses oxygen that would be used by organisms.

Low clarity means water is more "cloudy". Less light available for aquatic plants to grow. Nuisance to swimmers.

Large amounts of salt in the water can adversely affect fish and other aquatic organisms.

Excrement can make lakes unswimmable and drinking water wells undrinkable.

### Grading Scale:

<table>
<thead>
<tr>
<th>Overall Grade</th>
<th>Grading Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Excellent</td>
</tr>
</tbody>
</table>

All or most indicators meet desired levels.

<table>
<thead>
<tr>
<th>C</th>
<th>Good</th>
</tr>
</thead>
<tbody>
<tr>
<td>Most indicators meet desired levels.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C</th>
<th>Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Some but not all indicators meet desired levels.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C</th>
<th>Marginal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Many indicators below desired levels.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F</th>
<th>Poor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Most or all indicators below desired levels.</td>
<td></td>
</tr>
</tbody>
</table>

### Why?

The lake has a fair water quality index, largely caused by excess phosphorus and algae blooms.
Tracking Phosphorus in Upper Prior Lake

RESULTS FROM A TMDL STUDY (SOURCE: MPCA)

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

REDDUCING UPSTREAM PHOSPHORUS LOADS

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

MANAGING AQUATIC INVASIVES

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

REMOVING CARP FROM THE LAKE

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

What is being done to reach the goal?

- Map showing areas (in black) for curly-leaf pondweed herbicide treatment
- Invasive plants can threaten water quality.
- Radio tagging carp.

<table>
<thead>
<tr>
<th>Goal (pounds per year)</th>
<th>Existing (pounds per year)</th>
<th>Reduction to Reach Goal (pounds per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,420</td>
<td>2,600</td>
<td>-600</td>
</tr>
<tr>
<td>2,000</td>
<td>2,200</td>
<td>-1,600</td>
</tr>
<tr>
<td>600</td>
<td>1,820</td>
<td>-1,220</td>
</tr>
</tbody>
</table>

Reducing Pollutants to Reach Goals

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

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

Get Involved!

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

Prior Lake Spring Lake Watershed District: 952-447-4266
www.pslwd.org
Agreement for Water Quality Project

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

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

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

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

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

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

1. **Right of Entry.** The City hereby grants PLSLWD the right to enter upon the Property to complete and maintain the Project (“Work”) pursuant to the terms and conditions of this Agreement and for the duration of maintenance required by the Grant Agreement. The City may, but is not obligated to, inspect the Project.

2. **Scope of Work.** PLSLWD shall complete the Project according to the plans as reviewed and approved by the City and any adjustments to the plans that are approved by the City and conform to the Grant Agreement. PLSLWD shall have full control over the Work and the contractor. PLSLWD shall comply with all applicable federal, state and local laws, rules and regulations in performing the Work. PLSLWD shall be responsible for all costs and expenses related to the Work.

3. **Independent Relationship; Indemnification.** This Agreement is not a joint powers agreement under Minnesota Statutes section 471.59. PLSLWD acts independently and selects the means, method and manner of constructing the Project. No employee, representative, contractor or consultant of any party to this Agreement has acted or may act in any respect as the agent or representative of the other party. PLSLWD is not the agent, representative, employee or contractor of the City. PLSLWD will hold the City, its officers, council members, employees and agents harmless, and will defend and indemnify the City, with respect to all actions, costs, damages and liabilities of any nature to the extent of: (a) PLSLWD’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a negligent or otherwise wrongful act or
omission, or breach of a specific contractual duty owed by PLSLWD to City, by a contractor or subcontractor of the PLSLWD. No action or inaction of the City or PLSLWD under this Agreement creates a duty of care on the part of the City or PLSLWD for the benefit of any third party.

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

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

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

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

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

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

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

Executed as of the day and year first written above.

*(signatures on following pages)*
CITY OF PRIOR LAKE

__________________________________
Mayor

___________________________________
City Manager

PLSLWD

By: _______________________________
Its: _______________________________
February 8, 2017

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

Dear Diane:

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

**Project Objective**

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

**Proposed Project Outline**

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

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

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

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

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

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

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

Total Estimated Fees : $2,500 - $3,275

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

Best Regards,

*Sara Noah*, President Noah & Associates, Inc.
Proposed Job Classifications

District Administrator

Project Manager II
Project Manager I

Water Resource Specialist III
Water Resource Specialist II
Water Resource Specialist I

Education, Communication, Outreach Coordinator II
Education, Communication, Outreach Coordinator I

Administrative Assistant II
Administrative Assistant I
BIOGRAPHY - Sara L. Noah

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

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

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

CONSULTING SERVICES

Noah & Associates, Inc. is focused on providing consulting services to employers in the area of human resources. Our services include all aspects of salary and incentive program design, job analysis and descriptions, job evaluation, market pricing, performance appraisal and supervisory training. In addition, special services in organizational development areas such as individual style analysis, development of employee opinion surveys, human resource policy and procedure manuals and assistance with staffing for key positions.
February 9, 2017

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

Dear Diane:

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

BACKGROUND AND SCOPE

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

STEPS FOR COMPLETING THIS STUDY

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

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

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step I:</td>
<td>Project planning, two job interviews, and job descriptions review</td>
<td>$475</td>
</tr>
<tr>
<td>Step II:</td>
<td>Evaluate and grade five jobs and collect market data</td>
<td>$875</td>
</tr>
<tr>
<td>Step III:</td>
<td>Summarize survey data, update ranges, and competitiveness analysis</td>
<td>$525</td>
</tr>
<tr>
<td>Step IV:</td>
<td>Prepare study summary recommendations</td>
<td>$450</td>
</tr>
</tbody>
</table>

**Total for Parts I to IV** $2,325

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

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

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

Sincerely,

Saado Abboud, Ph.D.

*Principal Consultant*

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

Signature:

Diane Lynch
Administrator

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

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

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

Early in his career, Saado taught at the college and graduate school levels, domestically and abroad. He has a doctorate and master’s degrees from the University of Minnesota in Quantitative Analysis. He also received an MBA degree in Corporate Finance from the University of St. Thomas in Minnesota. Saado is a certified compensation professional (CCP), a member of WorldatWork, and past Chairman of the Local Network Advisory Board for WorldatWork. Saado also served as the Chair of the Twin Cities Compensation Network Board of Directors.
3. Buyer’s licensee representing or assisting Buyer represents that he/she has in his/her possession earnest money in
the amount of $_________1,000.00__________, check number ____________________________,
related to the Purchase Agreement dated ______January______ 27th____, 20____ 17__, for the property located at

6. ___________________________ Section 09 Township 114 Range 022 SE1/4 SW1/4 W 10A EX .58A HWY
   (Street)

7. ___________________________ Town of Spring Lake
   (City)

8. Buyer’s licensee representing or assisting Buyer will deliver the earnest money pursuant to the above-referenced
Purchase Agreement, but to be returned to Buyer if Purchase Agreement is not accepted by Seller.

10. **Buyer and Licensee Representing or Assisting Buyer Information:**

11. ____________________________ (Buyer’s Name(s))

12. ____________________________ (Buyer’s Licensee Representing or Assisting Buyer)

MN:EMR (8/14)
PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)
This form approved by the Minnesota Association of REALTORS®,
which disclaims any liability arising out of use or misuse of this form.
© 2016 Minnesota Association of REALTORS®, Edina, MN

1. Date 01/27/2017

2. Page 1 of 1

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

4. 

5. Buyer's earnest money in the amount of One Thousand Dollars ($1,000.00) shall

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

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

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

9. 

10. Street Address (see legal description)

11. PID # (s) 119090280

12. , City of Town of Spring Lake

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

14. (collectively the "Property") and including the following personal property, if any, which shall

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

16. 

17. 

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

19. 

20. 

21. 

22. 

23. 

24. 

25. 

26. 

27. 

28. 

29. 

30. The date of closing shall be Mar 31, 2017.

31. DUE DILIGENCE: This Purchase Agreement IS NOT subject to a due diligence contingency. (If answer is IS, see attached Addendum to Commercial Purchase Agreement: Due Diligence.)

32. This Purchase Agreement IS NOT subject to cancellation of a previously written purchase agreement dated

33. , 20 . (If answer is IS, said cancellation shall be obtained

34. no later than , 20 .

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

MN:PA:L-1 (8/16)
PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)

40. Property located at ____________ (see legal description) ____________ Town of Spring Lake MN ____________

41. OTHER CONTINGENCIES: This Purchase Agreement is subject to the following contingencies, and if the checked contingencies specified below, if any, are not satisfied or waived, in writing, by Buyer by ____________, 20__________, this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. (Check all that apply.)

46. □ FINANCING CONTINGENCY: Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on or before the date specified on line 43.

For purposes of this Contingency, “Written Statement” means a Written Statement prepared by Buyer’s mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close the loan.

Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the responsibility for satisfying all conditions, except work orders, required by mortgage originator(s) or lender(s) are deemed accepted by Buyer. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for ANY REASON relating to financing, other than Seller’s failure to complete work orders to the extent required by this Purchase Agreement, including but not limited to interest rate and discount points, if any, Seller may, at Seller’s option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

If the Written Statement is not provided by the date specified on line 43, Seller may, at Seller’s option, declare this Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement, in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

72. □ OTHER CONTINGENCIES:

73. ____________________________

74. ____________________________

75. ____________________________

76. ____________________________

77. ____________________________

78. ____________________________

79. ____________________________

80. ____________________________

81. ____________________________

82. ____________________________

83. Seller’s expenses for these contingencies, if any, shall not exceed $ ____________________________ .

MN:PA:L-2 (8/16)
PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)

84. Property located at ____________ (see legal description) Town of Spring Lake MN ____________.

86. DEED/MARKETABLE TITLE: Upon performance by Buyer, Seller shall deliver a: (Check one.)

☐ Warranty Deed, ☐ Personal Representative’s Deed, ☐ Contract for Deed, ☐ Trustee’s Deed, or

☐ Other: ___________________________ Deed joined in by spouse, if any, conveying marketable title, subject to

(a) building and zoning laws, ordinances, state and federal regulations;

(b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

(c) reservation of any mineral rights by the State of Minnesota;

(d) utility and drainage easements which do not interfere with existing improvements; and

(e) others (must be specified in writing): __________________________

95. TENANTS/LEASES: Property ☐ IS ☑ IS NOT subject to rights of tenants (if answer is IS, see attached Addendum

☐ to Commercial Purchase Agreement: Due Diligence).

97. Seller shall not execute leases from the date of this Purchase Agreement to the date of closing, the term of which lease
extends beyond the date of closing, without the prior written consent of Buyer. Buyer’s consent or denial shall be
provided to Seller within ________________ days of Seller’s written request. Said consent
shall not be unreasonably withheld.

101. REAL ESTATE TAXES: Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
including all penalties and interest.

103. Buyer shall pay ☑ PRORATED FROM DAY OF CLOSING ☐ ______ 12ths OF ☐ ALL ☐ NO real estate
taxes due and payable in the year 20 _____17___.

105. Seller shall pay, ☑ PRORATED TO DAY OF CLOSING ☐ ______ 12ths OF ☐ ALL ☐ NO real estate taxes
due and payable in the year 20 _____17____. If the closing date is changed, the real estate taxes paid shall, if prorated,
be adjusted to the new closing date.

108. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
is not otherwise here provided. No representations are made concerning the amount of subsequent real estate
taxes.

111. DEFERRED TAXES/SPECIAL ASSESSMENTS:

112. ☐ BUYER SHALL PAY ☑ SELLER SHALL PAY on date of closing any deferred real estate taxes
(e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

114. ☐ BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING ☑ SELLER SHALL PAY ON

115. DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and
payable in the year or closing.

117. ☐ BUYER SHALL ASSUME ☑ SELLER SHALL PAY on date of closing all other special assessments levied as
of the date of this Purchase Agreement.

119. ☐ BUYER SHALL ASSUME ☑ SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as
of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
(Seller’s provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
assessments or less, as required by Buyer’s lender.)

123. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
which is not otherwise here provided.

MN:PA:L-3 (8/16)
PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)

125. Page 4 Date 01/27/2017

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

127. As of the date of this Purchase Agreement, Seller represents that Seller ☑ HAS ☑ HAS NOT received a notice against any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case the Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

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

☒ IMMEDIATELY AFTER CLOSING; or

☐ OTHER: ____________________________

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

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

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

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

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

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

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

MN:PA:L-4 (8/16)
PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)

176. Property located at ____________ (see legal description) ________________.

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

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

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

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

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

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

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

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

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

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

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

210. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

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

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

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

214. (See Disclosure Statement: Methamphetamine Production.)

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

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

224. Page 6  

225. Property located at (see legal description)  

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

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

230. SPECIAL DISCLOSURES: Seller discloses, to the best of Seller’s knowledge, that the Property described in this Purchase Agreement consists of approximately 10 acres and is currently zoned vacant land.  

235. Seller discloses, to the best of Seller’s knowledge, that the Property is not in a designated flood plain area.  

237. Seller discloses, to the best of Seller’s knowledge, that the Property does not currently receive preferential tax treatment (e.g., Green Acres).  

239. Seller discloses, to the best of Seller’s knowledge, that the Property is not enrolled in any Federal, State, or local governmental programs (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers, Sustainable Forest Incentive Act, etc.).  

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

247. (Check appropriate boxes.)  

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

249. CITY SEWER [YES] [X] NO / CITY WATER [YES] [X] NO  

250. SUBSURFACE SEWAGE TREATMENT SYSTEM  

251. SELLER [ ] DOES [X] DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Subsurface Sewage Treatment System Disclosure Statement.)  

254. PRIVATE WELL  

255. SELLER [ ] DOES [X] DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is DOES and well is located on the Property, see Well Disclosure Statement.)  

257. THIS PURCHASE AGREEMENT [ ] IS [X] IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:  

258. SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY. (If answer is IS, see attached Addendum.)  

260. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.
PURCHASE AGREEMENT: 
LAND (NON-RESIDENTIAL) 

263. Page 7 Date 01/27/2017

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

265. 

266. Ryan O'Neill 
(Licensee)

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

268. 
(Licensee)

269. 
(Real Estate Company Name)

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

278. **CONSENT TO DUAL AGENCY**

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

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

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

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

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

291. **SELLER:** 

292. (Date) 

293. **SELLER:** 

294. (Date) 

295. **BUYER:** 

296. (Date) 

297. **BUYER:** 

298. (Date)

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

MN:PA:L-7 (8/16)
FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Section 1445 of the Internal Revenue Code provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed.

Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security numbers.

Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to assure either party whether the transaction is exempt from FIRPTA withholding requirements.

NOTE: MN Statute 500.21 establishes certain restrictions on the acquisition of title to agricultural land by aliens and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the sale of agricultural land and Buyer is a foreign person.

ENTIRE AGREEMENT: This Purchase Agreement and any addenda or amendments signed by the parties shall constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing by Buyer and Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase Agreement.

ELECTRONIC SIGNATURES: The parties agree the electronic signature of any party on any document related to this transaction constitute valid, binding signatures.

FINAL ACCEPTANCE: To be binding, this Purchase Agreement must be fully executed by both parties and a copy must be delivered.

SURVIVAL: All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract for deed.

OTHER:

______________________________

______________________________

______________________________

______________________________

______________________________

______________________________

______________________________
PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)

Property located at ____________________________ (see legal description) Town of Spring Lake MN ________________________________.

ADDEDA AND PAGE NUMBERING: Attached addenda are a part of this Purchase Agreement.
Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).

NOTE: Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement and should
not be part of the page numbering.

I, the owner of the Property, accept this Purchase Agreement and authorize the listing broker to withdraw
said Property from the market, unless instructed otherwise in writing.

I have reviewed all pages of this Purchase Agreement.

☐ If checked, this Agreement is subject to attached Addendum to Purchase Agreement: Counteroffer.

FIRPTA: Seller represents and warrants, under penalty of perjury, that Seller IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See lines 299-315.) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.

SELLER

[Signature]

Mary Zard

1/27/2017 4:33:47 PM CST
1/27/2017 3:23:33 PM CST

By: Joan Goggins and Mary Zard

(Buyer)

.Owner

(Title)

01/27/2017
(Date)

SELLER

[Signature]

Nancy Kathleen O'Neill

1/27/2017 4:33:13 PM CST
1/30/2017 1:56:51 PM CST

By: Nancy Kathleen O'Neill and Sharon Traxler

(Buyer)

.Owner

(Title)

01/27/2017
(Date)

FINAL ACCEPTANCE DATE: ________________________________ The Final Acceptance Date is the date on which the fully executed Purchase Agreement is delivered.

THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).

IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
DISCLOSURE STATEMENT:
VACANT LAND

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
© 2015 Minnesota Association of REALTORS®, Edina, MN

1. Date __________ 01/27/2017

2. Page 1 of ____0____ pages: RECORDS AND

3. REPORTS, IF ANY, ARE ATTACHED HERETO AND

4. MADE A PART HEREOF

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

6. NOTICE: This Disclosure Statement satisfies the disclosure requirements of MN Statutes 513.52 through 513.60.

7. Under Minnesota law, Sellers of residential property, with limited exceptions listed on page nine (9), are obligated to disclose to prospective Buyers all material facts of which Seller is aware that could adversely and significantly affect an ordinary buyer's use or enjoyment of the property or any intended use of the property of which Seller is aware.

8. MN Statute 513.58 requires Seller to notify Buyer in writing as soon as reasonably possible, but in any event before closing, if Seller learns that Seller's disclosure was inaccurate. Seller is obligated to continue to notify Buyer, in writing, of any facts disclosed herein (new or changed) of which Seller is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the property that occur up to the time of closing.

9. Seller has disclosure alternatives allowed by MN Statutes. See Seller's Disclosure Alternatives form for further information regarding disclosure alternatives. This disclosure is not a warranty or a guarantee of any kind by Seller or licensee(s) representing or assisting any party in the transaction.

10. For purposes of the seller disclosure requirements of MN Statutes 513.52 through 513.60:

11. "Residential real property" or "residential real estate" means property occupied as, or intended to be occupied as, a single-family residence, including a unit in a common interest community as defined in MN Statute 515B.1-103, clause (10), regardless of whether the unit is in a common interest community not subject to Chapter 515B.

12. The seller disclosure requirements of MN Statutes 513.52 through 513.60 apply to the transfer of any interest in residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase or any other option.

13. INSTRUCTIONS TO BUYER: Buyers are encouraged to thoroughly inspect the land personally or have it inspected by a third party, and to inquire about any specific areas of concern. NOTE: If Seller answers "NO" to any of the questions listed below, it does not necessarily mean that it does not exist on the land, did not occur, or does not apply. NO may mean that Seller is unaware.

14. INSTRUCTIONS TO SELLER: (1) Complete this form yourself. (2) Consult prior disclosure statement(s) and/or inspection report(s) when completing this form. (3) Describe conditions affecting the land to the best of your knowledge. (4) Attach additional pages with your signature if additional space is required. (5) Answer all questions. (6) If any items do not apply, write "NA" (not applicable).

32. Land location or identification ___________ see legal description

33. PID # ___________ 119090280 , Legal Description ___________ Section 09, Township 114, Range 222, SE 1/4 SW 1/4 W 10A EX .58A NWY ,

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

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

36. (1) What date ___________ 1980 ___________ did you acquire the land?

37. (2) Type of title evidence: [ ] Abstract [ ] Registered (Torrens) [X] Unknown

38. Location of Abstract:

39. Is there an existing Owner's Title Insurance Policy? [ ] Yes [X] No

40. (3) Are you in possession of prior vacant land disclosure statement(s)?

41. (If "Yes," please attach if in your possession.) [ ] Yes [X] No

42. (4) Are there any current or past Phase I, Phase II or Phase III Environmental Site Assessment(s)? (If "Yes," please attach if in your possession.) [ ] Yes [X] No

43. (5) Access (where/type):

44. Is access (legal and physical) other than by direct frontage on a public road? [ ] Yes [X] No

MN:DS:VL-1 (8/15)
46. Page 2

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

48. Property located at ______________________ see legal description ______________________

49. (6) Has the land been surveyed?

☐ Yes ☒ No

50. Year surveyed: ______________________

51. What company/person performed the survey? ______________________

52. Name: ______________________ Address: ______________________ Phone: ______________________

53. (7) Is this platted land?

☐ Yes ☒ No

54. If “Yes,” has the plat been recorded?

☐ Yes ☒ No

55. Do you have a certificate of survey in your possession?

☐ Yes ☒ No

56. If “Yes,” who completed the survey? ______________________ When? ______________________

57. (8) Are there any property markers on the land?

☐ Yes ☒ No

58. If “Yes,” give details:

59. ______________________

60. ______________________

61. (9) Is the land located on a public or private road?

☒ Public ☐ Private ☐ Public: no maintenance

62. (10) Are there any private or non-dedicated roadways that you are responsible for?

☐ Yes ☒ No

63. (11) Are there any rivers, lakes, ponds, creeks, streams or springs running through the land or along a boundary line?

☒ Yes ☐ No

64. (12) Flood Insurance: All properties in the state of Minnesota have been assigned a flood zone designation. Some flood zones may require flood insurance.

65. (a) Do you know which zone the property is located in?

☐ Yes ☒ No

66. If “Yes,” which zone?

67. (b) Have you ever had a flood insurance policy?

☐ Yes ☒ No

68. If “Yes,” is the policy in force?

☐ Yes ☒ No

69. If “Yes,” what is the annual premium? $ ______________________

70. If “Yes,” who is the insurance carrier?

71. (c) Have you ever had a claim with a flood insurance carrier or FEMA?

☐ Yes ☒ No

72. If “Yes,” please explain:

73. ______________________

74. ______________________

75. ______________________

76. NOTE: Whether or not Seller currently carries flood insurance, it may be required in the future. Flood insurance premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the property. As a result, Buyer should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after Buyer completes their purchase.

77. 81. (13) Is the land located in a drainage district, County or Judicial Drainage System?

☒ Yes ☐ No

78. 82. (14) Is the land drain tiled?

☒ Yes ☐ No

79. 83. (15) Is there a private drainage system on the land?

☒ Yes ☐ No

80. 84. (16) Is the land located within a government designated disaster evacuation zone (e.g., nuclear facility, hazardous chemical facility, hazardous waste facility)?

☒ Yes ☐ No

81. 85. ______________________

MN:DS:VL-2 (8/15)
87. THE INFORMATION DISCLOSED IS GIVEN TO THE BEST OF SELLER’S KNOWLEDGE.

88. Property located at ______ see legal description _______ Town of Spring Lake MN _______.

89. (17) Are there encroachments? ☐ Yes ☒ No

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

91. ____________________________________________________________

92. ____________________________________________________________

93. B. GENERAL CONDITION: The following questions are to be answered to the best of Seller’s knowledge.

94. (1) Are there any structures, improvements or emblements (e.g., crops) included in the sale? ☐ Yes ☒ No

95. If “Yes,” list all items:

96. ____________________________________________________________

97. ____________________________________________________________

98. ____________________________________________________________

99. ____________________________________________________________

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

101. If “Yes,” list all items:

102. ____________________________________________________________

103. ____________________________________________________________

104. (3) Are there any drainage issues, flooding or conditions conducive to flooding? ☐ Yes ☒ No

105. (4) Has there been any damage by wind, fire, flood, hail or other cause(s)? ☐ Yes ☒ No

106. If “Yes,” give details of what happened and when:

107. ____________________________________________________________

108. (5) Were there any previous structures on the land? ☐ Yes ☒ No

109. (6) Are there any settling, erosion or soil movement problems on or affecting the land? ☐ Yes ☒ No

110. (7) Are there any gravel pits, caves, sink holes, or mineshafts on or affecting the land? ☐ Yes ☒ No

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

112. ____________________________________________________________

113. ____________________________________________________________

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

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

116. (a) Are there easements, other than utility or drainage easements? ☐ Yes ☒ No

117. (b) Are there any public or private use paths or roadway rights of way/easement(s)? ☐ Yes ☒ No

118. (c) Are there any ongoing financial maintenance or other obligations related to the land that the buyer will be responsible for? ☐ Yes ☒ No

119. (d) Are there any communication, power, wind, pipeline (utility or drainage) or other utility rights of way/easement(s)? ☐ Yes ☒ No

120. (e) Are there any railroad or other transportation rights of way/easement(s)? ☐ Yes ☒ No

121. (f) Is there subdivision or other recorded covenants, conditions or restrictions? ☐ Yes ☒ No
## Disclosures Statement: Vacant Land

**The Information Disclosed Is Given to the Best of Seller’s Knowledge.**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>138. Property located at see legal description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>139. (g) Are there association requirements or restrictions?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>140. (h) Is there a right of first refusal to purchase?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>141. (i) Is the land located within the boundaries of a Native American reservation?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>142. (j) Are there any Department of Natural Resources restrictions?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>143. (k) Is the land located in a watershed district?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>144. (l) Is the land enrolled in any Federal, State, or local governmental programs (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers, Sustainable Forest Incentive Act, etc.)?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>147. (m) Are there any USDA Wetland Determinations?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>148. (n) Are there any USDA Highly Erodible Land Determinations?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>149. (o) Are there any conservation practices installed (e.g., terracing, waterways, control structures)?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>151. (p) Are there any Federal or State listed species?اختر</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>152. (q) Are there any third parties which have an interest in the mineral rights?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>153. (r) Is there any forfeiture or transfer of rights (e.g., mineral, timber, development, etc.)</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>155. (s) Are there any historical registry restrictions?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>156. (t) If any of the questions in Section C(1) are answered “Yes,” please provide written copies of these covenants, conditions, reservations or restrictions if in your possession:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>160. (2) Have you ever received notice from any person or authority as to any breach of any of these covenants, conditions, reservations or restrictions?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>162. If “Yes,” please explain:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>165. (3) Is the land currently rented?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>167. If “Yes,” is there a written lease?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>174. May the renter be contacted for information on the land?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>175. (4) Is woodland leased for recreational purposes?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>176. (5) Has a timber cruise been completed on woodland?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>
DISCLOSURE STATEMENT:
VACANT LAND

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

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>180. (6) Has timber been harvested in past 25 years?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>181. If “Yes,” what species was harvested?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>182. Was harvest monitored by a registered forester?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>183. (7) Are there plans for a new road, expansion of an existing road, airport, trail, affect by railroad or other improvement that may affect this land?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>184. If “Yes,” please explain:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

186. 

187. (8) Are there any zoning violations, nonconforming uses or unusual restrictions on the land that would affect future construction or remodeling?  x  

188. 

189. D. UTILITIES: The following questions are to be answered to the best of Seller's knowledge.

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>190. (1) Have any percolation tests been performed?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>191. When? By whom?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>192. Attach copies of results, if in your possession.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>193. (2) Subsurface Sewage Treatment System Disclosure: (A subsurface sewage treatment system disclosure is required by MN Statute 115.55.) (Check appropriate box.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>194. Seller certifies that Seller DOES NOT know of a subsurface sewage treatment system on or serving the above-described real property. (If answer is DOES, and the system does not require a state permit, see Disclosure Statement: Subsurface Sewage Treatment System.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>195.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>196.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>197.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>198.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>199.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>200. (3) Private Well Disclosure: (A well disclosure and Certificate are required by MN Statute 103l.235.) (Check appropriate box.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>201. Seller certifies that Seller does not know of any wells on the above-described real property.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>202. Seller certifies there are one or more wells located on the above-described real property. (See Disclosure Statement: Well.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>203.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>204.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>205. Are there any wells serving the above-described property that are not located on the land?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>206. If “Yes”:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>207. (1) How many properties or residences does the shared well serve?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>208. (2) Is there a maintenance agreement for the shared well?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>209. If “Yes,” what is the annual maintenance fee? $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>210.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>211. Is the land in a Special Well Construction Area?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>212. (4) Are any of the following presently existing within the land:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>213. (a) connection to public water?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>214. (b) connection to public sewer?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>215. (c) connection to private water system off-property?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>216. (d) connection to electric utility?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>217. (e) connection to pipelines (natural gas, petroleum, other)?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>218. (f) connection to communication, power or utility lines?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>219. (g) connection to telephone?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>220. (h) connection to fiber optic?</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>221. (i) connection to cable?</td>
<td>x</td>
<td></td>
</tr>
</tbody>
</table>

MN:DS:VL-5 (8/15)
DISCLOSURE STATEMENT:
VACANT LAND

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

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

225. (5) Are any of the following existing at the boundary of the land:
   (a) public water system access? ☑ Yes ☐ No
   (b) private water system access? ☑ Yes ☐ No
   (c) co-op water system access? ☑ Yes ☐ No
   (d) shared water system access? ☑ Yes ☐ No
   (e) electric service access? ☑ Yes ☐ No
   (f) pipeline (natural gas, petroleum, other) access? ☑ Yes ☐ No
   (g) communication, power or utility line access? ☑ Yes ☐ No
   (h) telephone access? ☑ Yes ☐ No
   (i) fiber optic access? ☑ Yes ☐ No
   (j) cable access? ☑ Yes ☐ No

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

237. (1) Are there any buried storage tanks or buried debris or waste on the land? ☑ Yes ☐ No
   If “Yes,” give details: __________________________

240. (2) Are there any hazardous or toxic substances or wastes in, on, or affecting the land? ☑ Yes ☐ No
   If “Yes,” give details: __________________________

243. (3) Have any soil tests been performed?
   When? __________________________ By whom? __________________________
   Attach copies of results if in your possession.

246. (4) Are there any soil problems?
   If “Yes,” give details: __________________________

249. (5) Are there any dead or diseased trees?
   If “Yes,” give details: __________________________

251. (6) Are there any insect/animal/pest infestations?
   If “Yes,” give details: __________________________

254. (7) Are there any animal burial pits?
   If “Yes,” give details: __________________________

256. (8) Are there any unused wells or other potential environmental hazards (e.g., fuel or chemical storage tanks, contaminated soil or water) on the land?
   If “Yes,” give details: __________________________

260. (9) Did the land at one time abut or was located in close proximity to a gas station, refuse disposal site, toxic substance storage site, junk yard or other pollution situation?
   If “Yes,” give details: __________________________

MN:VLDS-6 (8/15)
DISCLOSURE STATEMENT:
VACANT LAND

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

266. Property located at ____________________________ see legal description ____________________________ Town of Spring Lake MN ____________

267. (10) Is the land located in or near an agricultural zone? □ Yes □ No
If “Yes,” the land may be subjected to normal and accepted agricultural practices and operations including, but not limited to noise; dust; day and nighttime operation of farm machinery; the raising and keeping of livestock; and the storage and application of manure, fertilizers, soil amendments, herbicides and pesticides associated with normal agricultural operations.

Gardens and new tree plantings will be at least 30 feet from all surrounding property lines bordering any agricultural field.

274. (11) Are there any landfills or waste disposal sites within two (2) miles of the land? □ Yes □ No
If “Yes,” give details: __________________________________________________________

277. (12) Is there any government sponsored clean-up of the land? □ Yes □ No
If “Yes,” give details: __________________________________________________________

280. (13) Are there currently, or have previously been, any orders issued on the land by any governmental authority ordering the remediation of a public health nuisance on the land? □ Yes □ No
If “Yes,” Seller certifies that all orders □ HAVE □ HAVE NOT been vacated. (Check one)

284. (14) Other: ___________________________________________________________________

285. __________________________________________________________________________

286. __________________________________________________________________________

287. F. PREFERENTIAL PROPERTY TAX TREATMENT: Is the land subject to any preferential property tax status or any other credits affecting the land (e.g., Disability, Green Acres, Rural Preserve, Exclusive Ag Covenant)? □ Yes □ No
If “Yes,” would these terminate upon the sale of the land? □ Yes □ No

289. Explain: ___________________________________________________________________

292. __________________________________________________________________________

293. G. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (“FIRPTA”): Section 1445 of the Internal Revenue Code provides that a transferee (“Buyer”) of a United States real property interest must be notified in writing and must withhold tax if the transferor (“Seller”) is a foreign person and no exceptions from FIRPTA withholding apply.

Seller represents that Seller □ IS □ IS NOT a foreign person (i.e., a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation. This representation shall survive the closing of any transaction involving the property described herein.

296. NOTE: If the above answer is “IS,” Buyer may be subject to income tax withholding in connection with the transaction (unless the transaction is covered by an applicable exception to FIRPTA withholding). In non-exempt transactions, Buyer may be liable for the tax if Buyer fails to withhold.
If the above answer is “IS NOT,” Buyer may wish to obtain specific documentation from Seller ensuring Buyer is exempt from the withholding requirements as prescribed under Section 1445 of the Internal Revenue Code.

Due to the complexity and potential risks of failing to comply with FIRPTA, including Buyer’s responsibility for withholding the applicable tax, Buyer and Seller should seek appropriate legal and tax advice regarding FIRPTA compliance, as the respective licensees representing or assisting either party will be unable to assure either party whether the transaction is exempt from the FIRPTA withholding requirements.

MN:DS:VL-7 (8/15)
311. Property located at ______________________ see legal description ____________________________ Town of Spring Lake MN ____________________________.

312. H. METHAMPHETAMINE PRODUCTION DISCLOSURE:
313. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)
314. □ Seller is not aware of any methamphetamine production that has occurred on the land.
315. □ Seller is aware that methamphetamine production has occurred on the land.
316. (See Disclosure Statement: Methamphetamine Production.)

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

321. J. CEMETERY ACT: MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs or removes human skeletal remains or human burial grounds is guilty of a felony.
322. To your knowledge, are you aware of any human remains, burials or cemeteries located on the land? □ Yes □ No
326. If “Yes,” please explain: ____________________________________________________________

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

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

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

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

341. __________________________

342. Other Defects/Material Facts: Are there any other material facts that could adversely and significantly affect an ordinary buyer’s use or enjoyment of the land or any intended use of the land? □ Yes □ No
344. If “Yes,” explain: ________________________________________________________________

345. __________________________

346. M. ADDITIONAL COMMENTS:

347. __________________________
348. __________________________
349. __________________________
350. __________________________
351. __________________________
352. __________________________

MN:DS:VL-8 (8/15)
DISCLOSURE STATEMENT:
VACANT LAND

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

355. Property located at ___________________ see legal description ___________________ Town of Spring Lake MN

356. N. MN STATUTES 513.52 THROUGH 513.60:

357. Exceptions

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

359. (1) real property that is not residential real property;

360. (2) a gratuitous transfer;

361. (3) a transfer pursuant to a court order;

362. (4) a transfer to a government or governmental agency;

363. (5) a transfer by foreclosure or deed in lieu of foreclosure;

364. (6) a transfer to heirs or devisees of a decedent;

365. (7) a transfer from a cotenant to one or more other co-tenants;

366. (8) a transfer made to a spouse, parent, grandparent, child or grandchild of Seller;

367. (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property agreement incidental to that decree;

368. (10) a transfer of newly constructed residential property that has not been inhabited;

369. (11) an option to purchase a unit in a common interest community, until exercised;

370. (12) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);

371. (13) a transfer to a tenant who is in possession of the residential real property; or

372. (14) a transfer of special declarant rights under section 515B.3-104.

373. Waiver

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

375. No Duty to Disclose

376. A. There is no duty to disclose the fact that the property

377. (1) is or was occupied by an owner or occupant who is or was suspected to be infected with Human Immunodeficiency Virus or diagnosed with Acquired Immunodeficiency Syndrome;

378. (2) was the site of a suicide, accidental death, natural death or perceived paranormal activity; or

379. (3) is located in a neighborhood containing any adult family home, community-based residential facility or nursing home.

380. B. Predatory Offenders. There is no duty to disclose information regarding an offender who is required to register under MN Statute 243.166 or about whom notification is made under that section, if Seller, in a timely manner, provides a written notice that information about the predatory offender registry and persons registered with the registry may be obtained by contacting the local law enforcement agency where the property is located or the Department of Corrections.

381. C. The provisions in paragraphs A and B do not create a duty to disclose any facts described in paragraphs A and B for property that is not residential property.

382. D. Inspections.

383. (1) Except as provided in paragraph (ii), Seller is not required to disclose information relating to the real property if a written report that discloses the information has been prepared by a qualified third party and provided to the prospective buyer. For purposes of this paragraph, "qualified third party" means a federal, state or local governmental agency, or any person whom Seller or prospective buyer reasonably believes has the expertise necessary to meet the industry standards of practice for the type of inspection or investigation that has been conducted by the third party in order to prepare the written report.

384. (2) Seller shall disclose to the prospective buyer material facts known by Seller that contradict any information included in a written report under paragraph (i) if a copy of the report is provided to Seller.

MN:DS:VL-9 (8/15)
404. Property located at __________ see legal description ___________ Town of Spring Lake MN.

405. O. SELLER’S STATEMENT:

(To be signed at time of listing.)

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

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

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

420. P. BUYER’S ACKNOWLEDGEMENT:

(To be signed at time of purchase agreement.)

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

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

427. ___________________________ (Buyer) ___________________________ (Date) ___________________________ (Buyer) ___________________________ (Date)

428. LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE

429. NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.

MN:DS:VL-10 (8/15)
DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2016 Minnesota Association of REALTORS®, Edina, MN

1. Page 1

2. ARBITRATION DISCLOSURE

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing to binding arbitration, you give up your right to go to court. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on page two (2), you agree to binding arbitration under the Residential Real Property Arbitration System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is enforceable only if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers.

4. The ARBITRATION AGREEMENT is not part of the Purchase Agreement. Your Purchase Agreement will still be valid whether or not you sign the ARBITRATION AGREEMENT.

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

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

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

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

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

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

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

MN:DS:ADRAA-1 (2/16)
DISCLOSURE STATEMENT: ARBITRATION
DISCLOSURE AND RESIDENTIAL REAL
PROPERTY ARBITRATION AGREEMENT
47. Page 2

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

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

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

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

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

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

66. [Signature] (Date)
(Buyer's Signature)

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

68. [Signature] (Date)
(Licensee Representing or Assisting Seller)
Ryan O'Neill

69. [Company Name]
(Company Name)

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

MN:DS:ADRAA-2 (2/16)
Radon in Real Estate Transactions

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

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

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

Disclosure Requirements

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

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

Radon Facts

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

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

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

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

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

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

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

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

Place the test kit:

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

**Radon Mitigation**

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

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

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

**Radon Warning Statement**

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

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

How are radon tests conducted in real estate transactions? There are special protocols for radon testing. The two most common ways to test are either using a calibrated continuous radon monitor (CRM) or two-short term test kits used at the same time. The short-term test kits are placed 4 inches apart and the results are averaged.
Members Present: Curt Hennes, Woody Spitzmueller, Charlie Howley, Fred Corrigan & Marianne Breitbach

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

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

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

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

Board Appointments
Members discussed board officers.

The meeting adjourned at 5:55 p.m.

Charlie Howley, Secretary
January 10, 2017
Monthly Board Meeting

REGULAR MEETING MINUTES
Tuesday, January 10, 2017
Prior Lake City Hall
6:00 PM

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

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

Others Present: Dave Beer, Scott County Commissioner

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

OTHER OLD/NEW BUSINESS

- 6.1 MANAGER PRESENTATIONS
  Board of Managers gave brief comments about different liaison meetings they have attended in the last month.
• 6.2 PROGRAMS & PROJECTS UPDATE
Staff gave verbal updates on current and future projects and activities.

• 6.3 ELECTION OF OFFICERS
Manager Woody Spitzmueller moved to appoint Fred Corrigan as President.
Manager Woody Spitzmueller moved to reappoint Marianne Breitbach as Vice President.
Manager Fred Corrigan moved to reappoint Woody Spitzmueller as Treasurer.
Manager Woody Spitzmueller moved to reappoint Charlie Howley as Secretary.
All ayes. Motion passed 5-0.

No changes to meeting liaison assignments.

• 6.4 2017 BOARD MEETING SCHEDULE
Manager Breitbach moved to approve the 2017 Board Meeting Schedule. Second by Manager Corrigan. All ayes. Motion passed 5-0.

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

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

• 7.0 UPCOMING MEETINGS/EVENT SCHEDULE
  o CAC MEETING, 6:30-8:00 PM, THURSDAY, JANUARY 26TH

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

___________________________
Charlie Howley, Secretary
Prior Lake-Spring Lake Watershed District
Citizen Advisory Committee

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

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

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

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

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

I. Meeting called to order at 6:30 pm
II. Agenda approved
III. Watershed District Projects updates/Discussion topics
   1. Review CAC Bylaws and last month’s meeting notes – everyone please review them on your own and give your feedback at next month’s meeting
   2. Nomination/Election of CAC officers.
      i. Chair: Steve Pany, Vice-Chair: Liz Schramm, Secretary: Kim Silvernagle. Contingent upon the secretary casting a unanimous vote confirming the consensus of members present.
   3. Carp Seining
      i. Will occur in the next two weeks.
      ii. Jeff Reiderman will seine Prior Lake and Don Guyer will seine Spring Lake.
      iii. WSB cut a square of ice out of Prior Lake for the seining net
   4. Carp Contest – should the watershed be involved? What can the CAC do to help?
      i. Knotty Oar will host again. Thane Tandy would like to have a day and a night contest.
      ii. CAC supports the publicity the contest generates even though the number of carp caught is not great, nor were the number of spectators or contestants.
      iii. CAC supports minimizing watershed staff time spent on the contest (last year last minute tasks took too much time). Amy and Marianne will meet with Thane to discuss this year’s tournament.
      iv. Suggestion was made to invite Thane to a CAC meeting to discuss how we could help. Help is needed for fundraising and volunteers on the day including someone to take pictures. Inviting him to a meeting is contingent upon the meeting Marianne and Amy have with him.
      v. Diane will send Steve the Clean Water Clean Up fund raising letter as an example, if the Tournament is scheduled.
      vi. Timing is not yet set but will be after the Cedar Lake Association Carp Kabob which is the first Friday/Saturday after Memorial Day.
5. Water Quality Improvement Award 2017
   i. CAC approved Jodi’s suggestion to raise the amount of the prizes to a total of $1,400 to increase participation. $3,000 was approved by the board for this year (same amount as last year). Last year’s total cost was $1,935. The bulk of the cost was from staff time to create applications, fliers, etc., which can be updated for this year’s program leaving extra money for prizes.
   ii. Jodi and Liz will start working on getting the program started again.

6. Reviewed Steve’s PowerPoint slides of suggestions to the public for better water quality.
   i. Constructive suggestions were made for improvement: Add a map of the watershed district, add images of “good” aquatic plants, etc.
   ii. Steve will present the slides at the Feb. 14 manager’s meeting.

7. Process to request cost share contributions from the PLA (Prior Lake Association) and SLA (Spring Lake Association)?
   i. Simply make the request. We can ask if they would like to contribute to the Carp Contest.
   ii. The PLA is paying for the receiver and yaggi antenna to track the tagged fish. The SLA gave $1,000 and it was used for signage on Spring Lake last year.
   iii. Approximately 30% of residents on both Spring Lake and Prior Lake are members of their associations.

8. TMDL (Total Maximum Daily Load) Fish Lake and Pike Lake
   i. The MPCA hired consultants to compile data on Fish and Pike Lakes and they are almost done. They are asking for the District’s input. They have outlined the issues and suggested ways to address them (carp management, etc.)
   ii. Diane noted that Dean Lake was downgraded to a wetland which means that TMDLs will not be required for the Prior Lake Outlet.

9. Next meeting February 23.

IV. Comments, suggestions, questions

1. Steve
   i. Questioned the value of the carp PIT tag program whereby the carp are tagged and returned to the lakes. He is concerned about returning them to the lake to do more damage. Diane explained that this was a one-time tagging event of 150 carp (Nov. 30) and the purpose is to record their migration, identify where they spawn and create temporary barriers to prevent them from reaching these grounds and reproducing going forward. This program differs from the transmitter program where 25 carp were fitted with radio transmitters. Their movements are tracked constantly and help the seiners locate them. This information is on the watershed website.
   ii. Wondered if there were any other lakes that could be utilized to ease stress of use on Prior Lake. Gave Quarry Lake (on 101/169 in Shakopee) as an example. The PLSL water ski club has a license to use the surface. They have 250 members.
   iii. The Polaris Viking Prior Lake winter fest is being held February 16-18
   iv. Rates the performance of the 2016 CAC and the watershed management high. Great job!

2. Paul
   i. Farmer-led Council will meet on Monday and will discuss lake friendly farms – how to be one, what the criteria is, etc.
   ii. In January 2017, Governor Mark Dayton signed a $500 million Minnesota Conservation Reserve Enhancement Program (CREP) Agreement with the United States Department of Agriculture. This federal, state, and local partnership will work with farmers and other landowners across 54 counties in southern and western Minnesota who choose to voluntarily implement conservation practices on up to 60,000 acres of land to restore and protect water quality and enhance habitat. This is accomplished through permanent
protection by establishing conservation practices via payments to farmers and agricultural land owners. CREP is implemented locally through Soil and Water Conservation Districts and many other partners.

iii. He noted that many of the permanent easements are river bottoms.

3. Jim
i. Mentioned there was an article a few weeks ago in the Star Tribune about protecting the Minnesota River. There was significant money involved. Would Spring Lake and Prior Lake projects be affected? Could we work together? Diane will look into it.

ii. Asked how the flood plan impacts the control of the outlet on Spring Lake. Diane said the DNR asked the watershed to change the operating plans on controlling the low flood gate for Prior Lake so that it is not exclusively related to spring snow melt. Putting a water control structure on Spring Lake would need approval by all of the 245 Spring Lake property owners.

4. Diane reported that the District’s Board meeting videos will be on the watershed’s website. Also, that the new watershed chairman, Fred Corrigan, added a slot to their monthly manager’s meeting for CAC comments.

V. Adjourned at 8:00 pm
Resolution 17-311
February 14, 2017

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th></th>
<th>Yea</th>
<th>Nay</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>BREITBACH</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CORRIGAN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HENNES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPITZMUELLER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOWLEY</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Upon vote, the chair declared the resolution adopted.

____________________________________       Dated: ________________, 2016
Charles Howley, Secretary

* * * * * * * * * *
Managers will consider approving this claims list - Staff payroll and Manager per diems have already been paid via ADP.

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

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

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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Invoice</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Watershed District Projects (excluding staff payroll)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automatic Systems, Co.</td>
<td>200016</td>
<td>Data Logger</td>
<td>7,739.89</td>
</tr>
<tr>
<td>Barr Engineering</td>
<td>23701048.00-12</td>
<td>Flood Reduction Study</td>
<td>4,722.71</td>
</tr>
<tr>
<td>Barr Engineering</td>
<td>23701048.00-12B</td>
<td>PL Drawdown Permitting Assistance</td>
<td>759.50</td>
</tr>
<tr>
<td>Blue Water Science</td>
<td></td>
<td>Aquatic Plant Surveys</td>
<td>12,850.00</td>
</tr>
<tr>
<td>EOR</td>
<td>00758-0017</td>
<td>509 Implementation</td>
<td>1,312.00</td>
</tr>
<tr>
<td>EOR</td>
<td>00758-0107</td>
<td>2016 District Monitoring Program Assistance</td>
<td>737.50</td>
</tr>
<tr>
<td>EOR</td>
<td>00758-0096</td>
<td>Lower Prior Protection CWP Implementation</td>
<td>508.00</td>
</tr>
<tr>
<td>EOR</td>
<td>0075-0096</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EOR</td>
<td>00758-0113</td>
<td>Public Infrastructure Project - Fairlawn Shores</td>
<td>553.00</td>
</tr>
<tr>
<td>Scott SWCD</td>
<td>2016-155</td>
<td>2016 4th Quarter</td>
<td>13,285.00</td>
</tr>
<tr>
<td>SMSC Enterprises</td>
<td>3363</td>
<td>Arctic Lake Project</td>
<td>42,513.00</td>
</tr>
<tr>
<td>State of MN Dept of Public Safety</td>
<td>70072020216</td>
<td>Hazardous Chemical Inventory Fee</td>
<td>25.00</td>
</tr>
<tr>
<td>WSB</td>
<td>03032-010 16</td>
<td>Carp Project</td>
<td>5,221.50</td>
</tr>
<tr>
<td>WSB</td>
<td>03032-030 1</td>
<td>PIT Tagging Study</td>
<td>1,502.50</td>
</tr>
<tr>
<td>Xcel</td>
<td>532980239</td>
<td>January Statement</td>
<td>12.62</td>
</tr>
<tr>
<td><strong>2. Outlet Channel - JPA/MOA (excluding staff payroll)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Prior Lake</td>
<td>619</td>
<td>Outlet Channel Maintenance</td>
<td>610.44</td>
</tr>
<tr>
<td>EOR</td>
<td>00758-0111</td>
<td>PLOC FEMA Bank Repair Management</td>
<td>826.75</td>
</tr>
<tr>
<td>EOR</td>
<td>00758-0102</td>
<td>PLOC Seg 5 Sediment Removal</td>
<td>2,187.92</td>
</tr>
<tr>
<td>EOR</td>
<td>00758-0037</td>
<td>PLOC JPA Engineering Assistance</td>
<td>3,166.45</td>
</tr>
<tr>
<td>EOR</td>
<td>00758-0086</td>
<td>PLOC Vegetation Maintenance</td>
<td>622.80</td>
</tr>
<tr>
<td>Messerli &amp; Schadow</td>
<td>38568</td>
<td>January Statement</td>
<td>360.00</td>
</tr>
<tr>
<td>Smith Partners</td>
<td></td>
<td>PLOC</td>
<td>253.20</td>
</tr>
<tr>
<td><strong>3. Payroll, Office and Overhead</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADP Manager Per Diems</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADP Staff Payroll</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADP Taxes &amp; Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blue Cross Blue Shield</td>
<td>170202309686</td>
<td>Health Insurance</td>
<td>2,358.18</td>
</tr>
<tr>
<td>Connexus Credit Union</td>
<td></td>
<td>Health Savings Account</td>
<td>115.38</td>
</tr>
<tr>
<td>H SA Bank</td>
<td></td>
<td>Health Savings Account</td>
<td>115.38</td>
</tr>
<tr>
<td>HealthPartners</td>
<td></td>
<td>Dental Insurance</td>
<td>278.70</td>
</tr>
<tr>
<td>Iceberg Web Design</td>
<td>17215</td>
<td>Website Hosting</td>
<td>19.99</td>
</tr>
<tr>
<td>Justin Sinkula</td>
<td>2017001</td>
<td>Onsite Computer Assistance</td>
<td>150.00</td>
</tr>
<tr>
<td>Messerli &amp; Schadow</td>
<td></td>
<td>January Statement</td>
<td>1,555.00</td>
</tr>
<tr>
<td>NCPERS</td>
<td>9400217</td>
<td>Life Insurance</td>
<td>80.00</td>
</tr>
<tr>
<td>Northland Securities</td>
<td>4814</td>
<td>Annual Continuing Disclosure Report</td>
<td>435.00</td>
</tr>
<tr>
<td>Optum Bank</td>
<td>103745</td>
<td>Quarterly Fee</td>
<td>33.75</td>
</tr>
<tr>
<td>Scott County Treasurer</td>
<td>19471</td>
<td>2016 Audit Reporting</td>
<td>190.00</td>
</tr>
<tr>
<td>Smith Partners</td>
<td>38567</td>
<td>Contracts</td>
<td>296.12</td>
</tr>
<tr>
<td>Smith Partners</td>
<td>38566</td>
<td>General Admin &amp; Legal Service</td>
<td>127.86</td>
</tr>
<tr>
<td>SW NewsMedia</td>
<td>100426</td>
<td>Legal</td>
<td>31.48</td>
</tr>
<tr>
<td>VISA</td>
<td></td>
<td>January Statement</td>
<td>991.53</td>
</tr>
<tr>
<td><strong>4. Debt repayment and Interest</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>134,316.37</td>
</tr>
</tbody>
</table>
January 10, 2017

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

Board of Managers:

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

BOARD RESOLUTION:

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

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

Respectfully Submitted,

[Signature]

Chris Schadow
District Accountant