



## MEMORANDUM

Comfort Lake-Forest Lake Watershed District

**Date:** March 21<sup>st</sup>, 2024  
**To:** CLFLWD Board of Managers  
**From:** Mike Kinney, District Administrator  
**Subject:** 2024 Cost-Share Program Policy



**District Wide**

### Background/Discussion

In March of 2023, the Board of Managers approved a pilot of a revised residential cost-share program. Following the pilot year, staff reviewed the policy based on lessons learned and feedback from program participants. The 2024 policy does not contain substantial changes but includes: the approved revisions from the November 16<sup>th</sup> board meeting, greater clarity for payment distribution, and details of contract and agreement language. The proposed cost-share rates for 2024 remain unchanged from 2023.

### Recommended Motion

Staff recommends that the Board of Managers approve the 2024 Cost-Share Program Policy.

Manager \_\_\_\_\_ moves to approve the 2024 Cost-Share Program Policy.

### Attached

2024 Cost-Share Program Policy

# Comfort Lake–Forest Lake Watershed District 2024 Residential Cost-Share Program Policy

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## PROGRAM BACKGROUND AND SUMMARY

Comfort Lake–Forest Lake Watershed District (CLFLWD) provides a cost-share program to address nonpoint sources of residential pollution, as outlined in the ten-year watershed management plan<sup>1</sup>. In previous years, this program has consisted of a \$500 reimbursable grant for native plant materials, and technical assistance provided by CLFLWD and Conservation District staff.

In 2023, the District revised its existing residential programs and added additional cost-share programs and technical services. The new residential programs have been widely utilized, and have better addressed the needs of District residents.

The 2024 residential cost-share program consists of a traditional cost-share grant, a mini-grant, technical services and assistance, and a watershed Property Tax Credit



**Figure 1 – Mini Grant project from 2023**

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<sup>1</sup> Program description and goals can be found beginning on page 87 of the Watershed Management Plan

payments program. These program elements are described further in the following sections.

## COST-SHARE PROGRAMS

Cost-share programs provide an incentive for landowners<sup>2</sup> to adopt best management practices (BMPs) that improve water quality and the health of the watershed. The two cost-share programs available are a mini-grant, and a Community Water Cost-Share grant.

### MINI-GRANT

The CLFLWD Mini-Grant replaces the “Plant Grant” from previous years. This grant is a reimbursement grant for eligible land occupiers to offset some of the cost of simple projects that enhance water quality in the District such as native plantings, rain barrels, shoreline buffers, etc. The Mini-Grant provides a maximum reimbursement up to \$500. Grants are awarded on a first come-first serve basis to eligible applicants. An approved project must be started within one calendar year and completed, and receipts submitted, within two calendar years of the application being approved. This grant can be extended by agreement of both parties.

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#### Applicant Eligibility

All land occupiers of CLFLWD are eligible for this grant. This includes residents, homeowners associations, schools, non-profits, and businesses. Those renting or leasing the property where the project will be installed are required to secure the consent of the landowner when applying. Applicants who have received mini-grant funds within the past three years will not be considered until June 1<sup>st</sup> of each year.

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#### Project and Expense Eligibility

Eligible projects for the Mini-Grant must improve water quality or improve native habitat within the watershed, either directly or through targeted education and outreach. Labor and time are not eligible expenses for reimbursement, except for native planting maintenance provided by an approved contractor. Applications for planting maintenance using a contractor must include an itemized quote or estimate.

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#### Projects can include:

- Native plantings

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<sup>2</sup> In addition to land owners, land occupiers (those holding rental or lease agreements to the property) are eligible to apply but must secure the permission of the land owner in advance.

- Buffers and filter strips
- Waterspout diversions and rain barrels
- No-mow/low-mow turf replacement
- Storm drain stenciling
- Native planting maintenance
- Other projects as determined by District staff

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Projects may not include:

- Decorative Landscaping
- Riprap installation

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#### Project Review, Approval, Closeout, and Payment

Proposed projects will be reviewed by the cost-share review team to determine if the project helps meet the District's goals. If the review team determines that the project meets eligibility criteria and will be beneficial for the District, it will be recommended to the Administrator for approval. If a proposed project is approved, the applicant will receive notification from CLFLWD staff. Upon receiving notification of approval, the applicant may then make purchases and proceed with the approved project.

Once a project has been completed, CLFLWD staff must be contacted to close out the grant. The closeout process will include the collection of receipts and descriptive invoices for eligible expenses, gathering photos of the completed project, and documenting the results of the project. The reimbursement payment will be approved by the Administrator and may be made as a direct payment, a property tax payment, or another method as appropriate.

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#### Project maintenance and lifespan

Projects other than education and outreach must be maintained for at least five years. The applicant must follow the operations and maintenance plan provided by CLFLWD staff during the maintenance period. Grant recipients may be required to have their projects used in the District's education, outreach, and demonstration programs during the maintenance period. Possible activities include photos of projects being used in presentations or promotional materials, articles on the project or recipient, and/or inclusion in a project tour. District staff will get permission from the recipient before including a project in a tour or revealing any personal or identifying information. Participation does not require personal or identifying information to be revealed.

## COMMUNITY WATER COST-SHARE

The Community Water Cost-Share grant provides financial assistance to land occupiers for the installation of larger projects and practices that improve water quality within the Comfort Lake – Forest Lake Watershed District. Funding for projects will be determined using the cost-share ranking criteria included in appendix B. This grant provides funding of up to 50% of approved projects, with a maximum of \$7,500. Highly ranked projects may be eligible for funding up to 75% of approved costs, with a maximum of \$7,500. This is a competitive grant, with grants awarded twice a year in a spring and fall window. Projects must be started within one calendar year of funds being approved.

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### Applicant Eligibility

All land occupiers of CLFLWD are eligible for this grant. This includes residents, homeowners associations, schools, non-profits, and businesses. Those renting or leasing the property where the project will be installed are required to secure the consent of the landowner when applying. Applicants are unable to receive Community Water Cost-Share funds in consecutive years.

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### Project and Expense Eligibility

Eligible projects for this program must improve water quality in the watershed district. Examples of eligible projects include shoreline restoration, wetland restoration, and raingardens. Labor and time are an eligible expense only when provided by an approved contractor. All approved expenses must be incurred after the approval of the project.

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### Project Review, Approval, and Closeout

When a completed application is received, it will be reviewed by the cost-share review team and ranked using the CLFLWD's residential cost-share ranking formula. Projects meeting the 50% ranking threshold will be recommended for approval by the Administrator for funding in order of their ranking. Projects meeting the 70% ranking threshold may be eligible for up to 75% funding. Grants will be awarded in two windows each year, spring and fall. The application window for spring will run from September 1<sup>st</sup> until January 31<sup>st</sup>, with grants being awarded by March 1<sup>st</sup>. The application window for fall will run from February 1<sup>st</sup> until July 30<sup>th</sup>, with grants being awarded by August 31<sup>st</sup>.

Outside of the regular application and approval windows, staff may recommend applications to the Administrator that require expedited approval, so long as the project meets ranking criteria.

If a proposed project is approved, the applicant will be notified by District Staff of the approval and the amount funded. Following approval, the project can proceed.

The grant recipient must contact the District to begin the closeout process once the project is complete. Project closeout will include the inspection and documentation of the project, collection of receipts and descriptive invoices, and the review of maintenance plans. For eligible expenses, approved amounts of submitted receipts will be reimbursed to the grant recipient, while approved amounts from invoices will be paid directly to the contractor or supplier. Payments will be made within 30 days of staff inspection and documentation of the completed project.

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#### Additional requirements for Shoreline projects

All shoreline alteration projects must follow the District's shoreline rules<sup>3</sup>. Additionally, due to the influence of upland management on the long-term success of shoreline restorations, all shoreline projects must have perennial buffers that comply with the District's buffer requirements<sup>4</sup>. The costs of compliance with these requirements are eligible expenses for the cost-share program. Rip-rap may only be used in the cases outlined in the District rules, such as when it has been determined that bioengineering is not suitable.

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#### Project Maintenance and Lifespan

All projects must be maintained for a minimum of ten years, during which time the operations and maintenance plan provided by the District must be followed. Some projects may also require easements or deed restrictions that run beyond the ten-year lifespan.

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<sup>3</sup> District Rules: Section 5, Shoreline & Streambank Alterations

<sup>4</sup> District Rules: Section 4, Lake, Stream, and Wetland Buffer Requirements



## WATERSHED PROPERTY TAX CREDIT PAYMENT PROGRAM

Most of the land in the watershed district is held in private ownership<sup>5</sup>. As such, the health of the watershed relies on individuals making choices that protect and improve the natural resources on private lands. To incentivize continuing positive land management, the District provides a Watershed Property Tax Credit Payment Program. This program offers payments to landowners that meet the program criteria.

### PROGRAM ELIGIBILITY

Residential landowners that meet the program criteria are eligible for the Watershed Property Tax Credit Payment Program. Non-residential landowners are currently excluded from this program. Program criteria are designed by District staff and approved by the Board of Managers. Additionally, residents that installed water quality projects using Community Water Cost-Share funds receive automatic eligibility for three years, beginning the year the project is closed out. Payments for cost-share recipients are described further below.

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Criteria for this program include:

- Property must be in compliance with all District rules, local ordinances, and state laws.
- No active erosion or other resource concerns present.
- Natural resources onsite must be of a high quality or improving towards a high quality condition.
- Stormwater runoff must be minimal.
- Properties with shoreline or streambanks must have perennial buffers.
- Other criteria as determined by District staff.

### PROGRAM APPLICATION AND APPROVAL

Residential landowners may submit an application for the Watershed Property Tax Credit Program to District staff, who will then schedule a site visit with the landowner. The site visit will determine whether the property meets the program criteria. In the case that the property does not meet program criteria, District staff will identify necessary improvements and provide recommendations for meeting the criteria. Once improvements have been made, the applicant may contact staff for a follow-up inspection.

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<sup>5</sup> Details on land use can be found on page 16 of the 2022–2031 Watershed Management Plan.

Once a property has been determined to meet the program criteria, it will be enrolled in the program if funding is available. Program approval will require documentation of site conditions including photos.

## PAYMENTS

Participants will be able to choose to receive payments in the form of a property tax payment to the county, or a direct payment to the landowner. Payments will be made in December of each year. Properties that do not meet the criteria of the program in December will not receive payments. Payment amounts will be set by the Board of Managers on the recommendation of staff. Payments will be made annually as long as the property remains enrolled in the program, and funding is available. In 2024 the payment amount will be \$300.

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### Payment Tiers

Properties scoring 50% of the program criteria will be eligible for 50% of the payment amount. Properties scoring 70% of the program criteria will be eligible for 100% of the payment amount.

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### Payments for Cost-Share Participants

Community Water Cost-Share participants are automatically eligible for three years following completion of their projects. In year one, they will receive 100% of the payment amount. In year two they will receive 66% of the payment amount, and 33% in year three. At any time, the cost-share participant may request a reevaluation of their property to determine if they meet program criteria for a higher payment amount.

## REPORTING, INSPECTIONS, AND CORRECTIONS

Once enrolled in the program, landowners are required to maintain the property so it meets the program criteria. The property will be inspected by District staff in the year following program approval, and every three years thereafter. Program participants will be required to submit a property self-assessment periodically, which may result in a site inspection from District staff. If at the time of inspection the property is found to not meet program criteria, staff will provide a list of corrective actions required to meet program requirements. The landowner will have 60 days to make the necessary corrections. If corrections are not made within the 60-day period, the landowner will be unenrolled from the program. The correction period can be extended beyond 60 days

at the discretion of staff. Landowners may not receive property tax payments while the property does not meet program criteria.

## TECHNICAL ASSISTANCE AND SERVICES

Providing information to stakeholders based on current science is a core part of the District's mission. The District provides technical assistance and services to all residents of the watershed district. These services include resource concern identification and assessment<sup>6</sup>, project design and support, ongoing maintenance questions, and soil testing for eligible residents.

### SITE VISITS

All residents may request a site visit from District staff for assistance in identifying and dealing with resource concerns, project planning and design, or other natural resource questions. Priority will be given to residents based on the severity of any resource concerns present.

### PROJECT DESIGN & SUPPORT

Where CLFLWD or Conservation District staff determine a resource concern should be addressed with a project, technical assistance may be provided for project design and support. Site plans for projects may be produced by CLFLWD staff, Conservation District staff, or a consultant as appropriate. Support for planning and project support from Conservation District partners is outlined in their respective cooperative service agreements.

Additional project support will include the District maintaining a list of local service providers, assistance in navigating permitting requirements, and review of contractor estimates and plans.

### SOIL TESTING

The health of the watershed is reliant on the health of the soil. Access to soil health information and data is essential in making informed management decisions to improve soil health. In an effort to improve soil health and water quality, all residents are eligible for soil testing provided by the District. Residents are not eligible for soil testing if they have received a test from the District within the past two years. Staff have discretion to determine sites that are suitable for testing, as well as the testing methodology. Priority for this service will be granted based on the severity of any

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<sup>6</sup> Resource concern is defined by the NRCS as "expected degradation of the soil, water, air, plant, or animal resource base to an extent the sustainability or intended use of the resource is impaired. See the Field Office Technical Guide for more details.

resource concerns present, and on the funding available for this program. District staff will provide an interpretive summary and management recommendations along with soil test results. Cropland and pastureland are not eligible for soil testing under the residential program. District staff may choose to offer additional testing for soil health indicators such as compaction and infiltration capacity on a case-by-case basis.

## CONCLUSION

CLFLWD's cost-share programs are designed to address the needs of District residents and target resources toward meeting the goals of the ten-year watershed management plan. CLFLWD's residential cost-share program consists of a traditional cost-share grant, a mini-grant, technical services and assistance, and a Property Tax Credit payment program. Expanding the program to include additional cost-share funding, technical services, and a property tax payment program, has encouraged residents to consider best management practices (BMPs) that are beneficial to the health of local water bodies. Recognizing newly installed projects as critical to our goals but also recognizing previous projects and properties that continue to be managed for water quality benefits, ensures that projects installed with our cost-share funding will be maintained for the benefit of the community for years to come.

## REFERENCES

- CLFLWD (2022, January 1). 2022-2031 CLFLWD Watershed Management Plan. Comfort Lake-Forest Lake Watershed District. [https://www.cflwd.org/wp-content/uploads/2022/12/2022-2031CLFLWDWatershedManagementPlan\\_Full.pdf](https://www.cflwd.org/wp-content/uploads/2022/12/2022-2031CLFLWDWatershedManagementPlan_Full.pdf)
- CLFLWD (2018, February 22). *Comfort Lake-Forest Lake Watershed District Rules*. Comfort Lake-Forest Lake Watershed District. [https://www.cflwd.org/wp-content/uploads/2022/12/CLFLWDRules\\_2-22-18.pdf](https://www.cflwd.org/wp-content/uploads/2022/12/CLFLWDRules_2-22-18.pdf)
- US Department of Agriculture (2002, May 1). *Field Office Technical Guide MN*. Field Office Technical Guide. <https://efotg.sc.egov.usda.gov/#/state/MN/documents>

**APPENDIX A: APPLICATION MATERIALS**

**CLFLWD COST-SHARE APPLICATION FORM**

**Section I. Applicant Information (to be completed by landowner)**

Landowner Name	Address	City/State	Zip Code
Email		Phone	
Project Address (if different)		City/State	Zip Code
Nearest waterbody to project site:		Is the property sewered or unsewered?	
Check appropriate box: <input type="checkbox"/> Mini Grant Application		<input type="checkbox"/> Community Water Cost-share Application	

**Section II. Proposal Information**

Project Type (e.g. raingarden, shoreline buffer):	
Give a 2-3 sentence summary of funding request. If there are additional funding sources you are seeking or have acquired, please note that here:	
Project installation start and end dates:	Would you be willing to file a maintenance covenant for this project? YES NO
Total project cost:	Grant request:

**Section III. Project Narrative**

Briefly describe the current condition of the property and any previous site management as it relates to your proposed project. Please include project goals and expected outcomes. How does this project improve water quality or native habitat? <b>Please attach project plans.</b>
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# Watershed Property Tax Credit Payment Program Application

## Section I. Applicant Information

Landowner Name	Address	City/State	Zip Code
Email		Phone	
Property Address (if different)		City/State	Zip Code

## Section II. Property Information

Describe how you manage your property in a way that benefits our natural resources:

Based on the program criteria (attached), what improvements would you be willing to make to your property?



APPENDIX B: RANKING CRITERIA

Cost-Share Project Ranking Sheet

CRITERIA	Max. Points Allowed	Actual Points	DISCUSSION
Water Quality Impact			
Project addresses an erosion issue	10		<b>Major Erosion, 6-10:</b> Gully erosion, soil loss exceeding 150% of the T factor, rapidly eroding or undercut shoreline <b>Minor Erosion, 1-5:</b> Soil loss up to 150% of the T factor, vulnerable shoreline
Project addresses stormwater runoff	10		Priority lake, river, or stream: 6-10. Non-priority surface water, 1-5. Range depends on distance to surface water.
Project reduces impervious surfaces	10		Points based on % reduction of impervious surfaces.
Runoff from outside property treated	5		Points based on proportion of runoff treated
Project Planning Criteria			
Readiness	10		Plans, estimates, agreements are complete and thorough. Plans are consistent with generally accepted scientific and ecological practices.
Urgency & Opportunity	5		Project is contingent on securing funding now, or the opportunity would be lost if not funded and implemented now.
Cost Effectiveness	10		Level of cost benefit when compared to all similar projects
Natural Resource and Additional Criteria (maximum of 45 points allowed)			
Habitat	5		Project increases or improves habitat for native species of concern.
Groundwater	5		Project located in area of high groundwater sensitivity
Community support	5		Project is supported by a local community group or organization such as a homeowners or lake association.
Supporting Practices	5		Additional supporting practices will be implemented that will extend the lifespan or enhance the effectiveness of the project.
Demonstration/Educational Site	5		Project will provide opportunity as a demonstration or educational site.
Easements or deed restrictions	20		Project will be on land under a deed restriction or easement.
Repair of violations and projects required by permit are not eligible for cost share dollars			
TOTAL:	100		

## Property Tax Credit Payment Program Criteria

CRITERIA	Max.Points Allowed	Actual Points	DISCUSSION
Impervious Surfaces	10		10 points property is less than 20% impervious surfaces. If more than 20%, runoff can be captured / treated to meet this requirement.
Tree Canopy	10		10 points for 75% of the lot, 5 points for 50%, 2 points for 25% or scattered trees
Ground Cover	15		15 points if 75% of the lot is unmowed plants, 8 points for 50 %, 5 points for 25%
<b>Upland Management</b>			
Turf management	10		5 points for a diverse lawn mix including at least one legume. 5 points for turf that is left at least 3 inches tall
Swale, ditch, or drainage way	5		5 points if swale or drainage way is natural vegetation. 2 points if drainage way is unmowed
Pollinator Habitat	10		A diverse blend of native plants are present that provide food and habitat to species of concern year round.
Woody Habitat	10		Coarse woody debris such as brush piles, deadfall, or wildlife trees are present
<b>Stormwater</b>			
Treatment/storage	20		20 points – runoff from 75% of impervious surfaces is treated or stored onsite 10 points – runoff from 50% 5 points – runoff from 25%
Rain gutters	10		5 points if gutters are installed 5 points if downspouts are diverted
<b>Shoreline*</b>			
Shoreline Buffer	10		10 points for a native perennial buffer meeting buffer distance guidelines. 5 points for unmowed vegetation meeting buffer distance guidelines
Emergent Vegetation	10		Emergent vegetation has not been cleared beyond that necessary for boat access
Aquatic Vegetation	10		Aquatic vegetation has not been disturbed
Shoreline Trees/shrubs	10		10 points- Woody vegetation is present on 75% 5 points- Woody vegetation is present on 50% 2 points- Woody vegetation is present on 25%
Woody Habitat	10		5 points each for downed and overhanging woody vegetation
<b>Natural Resources</b>			
<b>TOTAL:</b>	100		
<b>SHORELINE ADDENDUM:</b>	50		

**APPENDIX C: PROGRAM CONTRACTS**

**COMMUNITY WATER COST-SHARE MAINTENANCE COVENANT**

**[maintain 3" top margin]**

**MAINTENANCE COVENANT**

**THIS MAINTENANCE COVENANT** ("Covenant") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, [*marital status if individuals*] ("Covenantor") in favor of the Comfort Lake-Forest Lake Watershed District, a special purpose local unit of government with purposes and powers pursuant to Minnesota Statutes Chapters 103B and 103D (CLFLWD).

**RECITALS**

A. Covenantor is the owner of real property within the City of \_\_\_\_\_, [*Washington/Chisago*] County, Minnesota, [platted and] legally described as:

[legal description]

(the "Property") and no one other than Covenantor and [name parties executing attached Consent and Subordination, or attached Consent and Non-Disturbance, if any] has any right, title or interest in the Property.

B. Covenantor has constructed or installed improvements on the Property ("Improvements") for water quality improvement purposes, with funds supplied in part by a CLFLWD grant, described as follows and identified on the site drawing attached hereto as Exhibit A: [insert description using terms that match labels on Exhibit A].

C. In accordance with the CLFLWD grant agreement, Covenantor and any successor in title to the Property must maintain the improvements for a period of 10 years. Covenantor wishes to subject the Property to this obligation for the mutual benefit of the CLFLWD and the owners of the Property.

D. Covenantor makes this Covenant and hereby declares that it will run with the Property until [insert date], and further declares that the Property shall be owned, used, occupied, and conveyed subject to the terms set forth herein, all of which bind all persons owning or acquiring any right, title or interest in the Property and their heirs, successors, personal representatives and assigns, for the period stated.

**1. Maintenance Requirements.** [insert requirements]

**2. Violation.** CLFLWD and its authorized representatives may enter the Property at reasonable times to inspect the Project. If CLFLWD finds that the property owner is not performing maintenance conforming to the requirements of section 1, CLFLWD may provide the property owner, by delivery to the Property, 30 days' written notice and opportunity to cure. If the property owner has not cured the non-conformance, CLFLWD may have any available remedy in law or equity. In addition to any other remedy, CLFLWD may obtain a reimbursement of all grant funds provided.

**3. Recitals.** The recitals set forth above are expressly incorporated herein.

**4. Expiration.** On [insert date], this Covenant will expire and be of no further force or effect.

**IN WITNESS WHEREOF**, the undersigned executes this instrument.

**COVENANTOR**  
**[insert name]**

By: \_\_\_\_\_  
[name and representative capacity, if applicable]

**STATE OF MINNESOTA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ [marital status, if individual(s)] [as \_\_\_\_\_ of \_\_\_\_\_ (if in representative capacity)].

\_\_\_\_\_  
Notary Public

This Instrument Was Drafted By:

**CONSENT and SUBORDINATION**  
[use for easement or similar encumbrance]

\_\_\_\_\_, a Minnesota corporation, the holder of a [type of encumbrance] dated \_\_\_\_\_, 20\_\_, filed for record with the County [Recorder] of [*Washington/Chisago*] County, Minnesota on \_\_\_\_\_, \_\_\_\_ as Document No. \_\_\_\_\_, hereby consents to the recording of the attached Maintenance Covenant and agrees that its rights in the property affected by the Maintenance Covenant are subordinated thereto.

**IN WITNESS WHEREOF**, \_\_\_\_\_, a Minnesota corporation, has caused this Consent and Subordination to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
a Minnesota corporation

By: \_\_\_\_\_  
[type name and title]

**STATE OF MINNESOTA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CONSENT and NON-DISTURBANCE**

[use for mortgage]

\_\_\_\_\_ is the current holder and owner of a certain Mortgage, made and subscribed by \_\_\_\_\_ and filed for record on \_[date]\_\_\_\_\_, as Document No. \_\_\_\_\_, in the Office of the County Recorder, [Washington/Chisago] County, Minnesota.

\_\_\_\_\_ hereby consents to the recording of the attached Maintenance Covenant, and joins in the execution hereof solely as lien holder, and hereby agrees that in the event of foreclosure of said mortgage, or other sale of the subject property under judicial or non-judicial proceedings, the same shall be sold subject to said Maintenance Covenant.

Signed and Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

[type name and title]

**STATE OF MINNESOTA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_

Notary Public

COMMUNITY WATER COST-SHARE AGREEMENT

**GRANT AGREEMENT BETWEEN  
COMFORT LAKE – FOREST LAKE WATERSHED DISTRICT and**

\_\_\_\_\_

**[Insert Project Title]**

This Grant Agreement (“Agreement”) is entered into between the Comfort Lake – Forest Lake Watershed District, a public body with powers set forth at Minnesota Statutes Chapters 103B and 103D (CLFLWD), and \_\_\_\_\_, a Minnesota **[Insert Organizational Form]** (“GRANTEE”).

1. Scope of Project

GRANTEE will perform the work described in the **[Insert Date]** Project Plan attached as Exhibit A (the "Project"), which is incorporated into this Agreement and binding on GRANTEE as a term hereof. CLFLWD and its duly authorized representatives may enter the property to inspect the Project of GRANTEE and all materials pertaining thereto at reasonable times. GRANTEE must construct and maintain the Project in accordance with best engineering practice and the criteria of: (a) the Natural Resource Conservation Service Electronic Field Office Technical Guide; and (b) the Native Vegetation Establishment and Enhancement Guidelines of the Minnesota Board of Water and Soil Resources.

2. Grant Award

CLFLWD awards GRANTEE \$\_\_\_\_\_ for the performance of the Project. CLFLWD payment is disbursed on Project completion, GRANTEE submittal of acceptable documentation of costs, and CLFLWD inspection. All direct expenditures of \$50 or more must be documented with receipts.

If GRANTEE fails to complete the Project in accordance with the terms of this Agreement, CLFLWD may withhold any portion of the award not yet paid, may require reimbursement of that portion already paid, and may have any available legal action for that purpose.

GRANTEE must maintain all expenditure records for five years from the date of CLFLWD disbursement of grant funds. CLFLWD may examine, audit and copy any such records on request.

3. Independent Contractor

CLFLWD's role under this Agreement is solely to provide funds to support the performance of Project that furthers the purposes of the watershed law. GRANTEE acts independently and selects the means, method

and manner of performing the Project. Nothing herein constitutes GRANTEE as the agent, representative, employee or contractor of the CLFLWD in any manner.

4. Contracting

GRANTEE may contract for any of the work involved to complete the Project. Contracting does not relieve GRANTEE from its responsibility to perform the Project or any other responsibility under this Agreement.

5. Indemnification

GRANTEE will indemnify, defend and hold harmless the CLFLWD, its board members and employees from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of GRANTEE's, a contractor's or a subcontractor's negligence or the result of another action or inaction by GRANTEE, a contractor or a subcontractor that is the basis for GRANTEE's, the contractor's or the subcontractor's liability in law or equity.

6. Expiration; Termination

The Agreement is in force until GRANTEE completes the obligations hereunder unless earlier terminated as set forth herein. GRANTEE may terminate the Agreement at any time by written notice to the CLFLWD Administrator. CLFLWD may terminate the Agreement: (a) if GRANTEE is in material non-compliance and, after 30 days' written notice, has not cured the non-compliance to CLFLWD satisfaction; or (b) if GRANTEE has not completed the Project within two years of the date of this Agreement. In the event of termination under this section, GRANTEE will receive no grant funds.

7. Acknowledgment

Any publicly distributed or displayed printed or electronic documents, other text display or public presentation concerning the Project prepared by GRANTEE will properly acknowledge the funding and support of the CLFLWD.

8. Compliance with Laws

GRANTEE will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Project, and will obtain all licenses, permits and other rights necessary to perform the Project, including all permits required by the CLFLWD.

9. Maintenance

As a condition of payment under section 2, above, after CLFLWD has confirmed Project completion, GRANTEE will properly conform, execute and file for record with the county recorder/registrar the maintenance covenant attached as Exhibit B hereto. The covenant requires that GRANTEE and any successor in ownership of the property maintain the Project for ten years from the date of CLFLWD confirmation.



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10. Continuation of Obligation

GRANTEE’s obligations to defend, indemnify and hold harmless; to retain documents; and to perform maintenance will survive the completion of the Project and the term of this Agreement.

11. Notices

Any written communication required under this Agreement shall be addressed to the other party as follows:

To CLFLWD:

Administrator  
Comfort Lake – Forest Lake Watershed District  
44 Lake Street South, Suite A  
Forest Lake MN 55025

To GRANTEE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either of the above individuals may in writing designate another individual to receive, or modify the address for receipt of, communications.

12. Waiver

The CLFLWD's failure to insist on the strict performance of any obligation under this Agreement, or to exercise any option, remedy or right herein, does not waive or relinquish the CLFLWD's right in the future to insist on strict performance of that or any other obligation. The CLFLWD's waiver of a breach of an obligation of this Agreement does not waive any subsequent breach of that or any other obligation. A waiver must be in writing and signed by the CLFLWD.

Notwithstanding any other term of this Agreement, the CLFLWD waives no immunity in tort. This Agreement creates no right in and waives no immunity with respect to any third party.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto execute and deliver this Agreement.

\_\_\_\_\_

**COMFORT LAKE–FOREST LAKE  
WATERSHED DISTRICT**

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Administrator

## MINI-GRANT AGREEMENT

### **CLFLWD Mini-Grant Contract**

I (we), the undersigned (“Grantee”), do hereby request cost-share assistance to defray the cost of installing the following practice(s): [specify practice or reference and attach CLFLWD-approved drawing]

It is understood that:

1. CLFLWD’s Mini Grant Program is a Reimbursement Program. Grantee will be reimbursed for the contract amount upon successful installation and submittal of all required documentation.
2. The practice must be planned and installed in accordance with specifications and methods in which the CLFLWD technical representative has concurred. Grantee must notify the technical representative by email or other writing at least three days before installation begins, and when installation is completed.
3. This contract, when approved by the CLFLWD Administrator, will remain in effect unless canceled by mutual agreement, except that if the practice covered by this contract has not been started within 1 year following approval of this contract, this contract will be automatically terminated on that date.
4. Items of cost for which Grantee requests reimbursement must be supported by invoices/receipts of payment. CLFLWD will verify costs as practical and reasonable. Reimbursement will not be granted for the purchase of cultivar plants. CLFLWD may adjust the costs submitted for reimbursement.
5. CLFLWD and its technical advisors do not warrant the design of the installation including the structural soundness thereof. Grantee should have a proposed design reviewed by its own technical advisor if such a warranty is desired. In particular, shoreline and streambank work exists in a dynamic environment and is subject to unpredictable forces such as, but not limited to, water and wave action, ice heaving, and ice ridge formation. CLFLWD will evaluate the suitability of a proposed installation for its environment to ensure that cost-share funds are prudently applied, but it is not responsible to Grantee for the effect of such phenomena on the installation, or in any respect for the success or durability of the practice.

### **Grantee Signatures**

Grantee’s signature indicates agreement to the following terms:

1. The CLFLWD technical representative may enter the property at reasonable times to view the practice.
2. Prior to installing the practice, Grantee will obtain any permit required to do so.
3. Grantee will not accept funding from public sources that exceeds the out-of-pocket cost to establish the practice. Grantee will provide copies of all agreements or notices awarding public funds toward the practice.

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4. Grantee must maintain the practice for a period of at least five (5) years and follow the operations and maintenance plan attached to this contract. CLFLWD may be reimbursed for the grant amount if the practice is not maintained.

5. Grantee allows CLFLWD to use information on the practice, such as photos or video, as a component of education and demonstration programs. CLFLWD will not use Grantee's personal or identifying information without Grantee's express consent.

Grantee Name(s):

Grantee's Authorized Representative (if Grantee is not an individual)

Location of Practice:

Grantee Signature:

Date:

Approved:

CLFLWD Administrator:

Date:

**Amount Authorized for Financial Assistance (to be completed by CLFLWD)**

The CLFLWD Administrator has \_\_\_\_\_ from fiscal year \_\_\_\_\_ Program:  
authorized the following for financial  
assistance. \$ [insert]

WATERSHED PROPERTY TAX CREDIT PAYMENT PROGRAM AGREEMENT

**Comfort Lake – Forest Lake Watershed Property Tax Credit Program Agreement**

Comfort Lake – Forest Lake Watershed District (CLFLWD) and Landowners agree to Landowners’ participation in the CLFLWD Watershed Property Tax Credit Payment Program (WLPP) in accordance with the following terms:

1. On the basis of CLFLWD inspection, Landowners’ property qualifies for [100%/50%] grant payment.
2. Each spring, CLFLWD Board of Managers will review WLPP enrollment criteria and set the payment amount for the calendar year. At the end of the calendar year, CLFLWD will disburse Landowners’ WLPP payment. Landowners will receive payment for the calendar year in which this agreement was signed by Landowners and CLFLWD. If Landowners have elected to receive the payment directly, CLFLWD will mail it to the address below. If Landowners have elected to have the payment applied against Landowners’ property tax, CLFLWD will mail the payment to the county treasurer for application against the following year first-half payment.
3. CLFLWD may enter Landowners’ property at reasonable times to inspect for conformance to WLPP enrollment criteria. Each year during Landowners’ enrollment, CLFLWD may inspect the property, or may ask Landowners to return a mailing to report on the property condition.
4. If CLFLWD finds that the property no longer meets the criteria for Landowners’ enrollment status, CLFLWD staff will notify Landowners in writing and provide guidance to return the property to that status. To maintain enrollment status, Landowners must conform the property to the enrollment criteria within [X] days of notice. If CLFLWD has not confirmed enrollment status as of the time that annual payment is disbursed, Landowners will not receive payment, or will receive payment at 50%, if the property meets criteria for 50% status.
5. Notwithstanding paragraph 4, if Landowners are indicated below as recipients of a separate CLFLWD cost-share grant, CLFLWD will not unenroll Landowners from the WLPP before three years of payment has occurred.
6. WLPP enrollment is voluntary. Landowners may unenroll at any time, by written notice to CLFLWD. Landowners will not receive payment for the calendar year in which they unenroll.

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7. WLPP program determinations including enrollment criteria, whether a property meets those criteria, and annual payment rates, lie solely within CLFLWD discretion.

8. WLPP enrollment is not transferable to a new owner of the property. However, the new owner independently may seek to enroll in the program.

9. CLFLWD may use photographs or video of the property in education or demonstration programs. Any such use will not disclose Landowners' names or address without Landowners' consent.