Regular Meeting – Agenda
February 13, 2017
Located at: 1030 Front Street at 1:00 p.m.
Agenda Codes: BA-Board Action Required, D-Discussion Item

Time          Packet  Page  BA / D

1:00  1. Call to Order – Chairperson Wuertz

2. Review & Approve Agenda - President Wuertz
   Additional items or correction to be added to the agenda for action or information.

3. Consent Agenda Items (All items approved by one motion)
   Treasurer's Report and Bills to February 13th, 2017.
   a. Check Register - 106 Bonanza Checking Acct
   b. P & L Detail – All Accounts
   c. Balance Sheet – All Accounts
   d. January 9, 2017 Regular Meeting Minutes

4. Open Discussion from the Public
   Opportunity for the public to address the NFCRWD Board of Managers.

REGULAR AGENDA ITEMS

5. Staff Reports
   a. Administrator’s Report – Cris Skonard
      1. Amend Resolution 2017-01: Annual Information-newspapers-Belgrade, Sauk Centre
      2. Amend Resolution 2017-04: Staff Billable Rates
   b. MN Viewers Association Membership
   c. Stearns County Hazard Mitigation Plan
   d. Workman’s Compensation Insurance
   e. Cleaning Service
   f. Landscaping
   g. Winter Weather Cancellation Policy
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<td>9.</td>
<td>2017 Ag Drainage Workshop (I&amp;S Group)</td>
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<td>10.</td>
<td>Intern Update</td>
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<td>Meetings – 1W1P, BVGWMA, CAC</td>
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<td>12.</td>
<td>Upgrade copier w/fax capability</td>
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<td>MAWD Legislative Breakfast and Day</td>
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b. **Technician’s Report** – *Christopher Lundeen*
   1. Activity Report | D |
   2. 2017 Grants: Update | Page 35 D |

c. **Funds Manager / Administrative Assistant’s Report** – *Christine Knutson*
   1. As reported in Financial Statements

6. **Program Reports**
   a. **Permit Report** - *None*

b. **Drainage Report** – *Cris Skonard*
   1. *CD 32 Repair: Status Update:* | Page 57 D |
   2. *CD7: ROB Update* | D |
   3. *JD 1 Main and Branches: Status Update* | D |
   5. *CD 29, CD 36 and CD 37: ROB Update* | D |
   6. *Other Ditch Business -* | D |

c. **Board Member Reports**

7. **Items for Next Meeting Agenda**
8. Calendar Review

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9. FYI Items
   • None

10. Adjournment

*** Next meeting: Monday, March 13, 2017 at 1:00 pm ***
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### NORTHFORK CROW RIVER WATERSHED DISTRICT
### Profit & Loss Detail
### January 10 through February 13, 2017

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2/01/17
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**Total 818 - Project Billable Exp, Rainier**

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**620 - Postage Expenses**

- **Check 02/13/2017**
  - Central Minnesota... 100-05 Bonan... 94.00
  - Central Minnesota... 7-CD 100-05 Bonan... 24.33
  - Central Minnesota... 7-CD 100-05 Bonan... 32.30
  - Central Minnesota... 7-CD 100-05 Bonan... 8.84

**Total 620 - Postage Expense**

| 143.09 |

**6221 - Admin,Assistant wages**

- **Payche... 01/15/2017** 14062 Knutson, Christine 100-05 Bonan... 1,974.40
  - Administrative 100-05 Bonan... 2,369.28
  - Administrative 100-05 Bonan... 48.86

**Total 6221 - Admin,Assistant wages**

| 4,343.88 |

**6221A - WD Flex Plan Contr,Bookkeeper**

- **Payche... 01/15/2017** 14062 Knutson, Christine 100-05 Bonan... 350.00
  - Administrative 100-05 Bonan... 350.00

**Total 6221A - WD Flex Plan Contr,Bookkeeper**

| 700.00 |

**625 - Phone/Internet/Website Expense**

- **Check 01/17/2017** 14087 TDS Telecom 1/13/17 2/12/17 service (phone/internet) 100-05 Bonan... 232.03
  - Administrative 100-05 Bonan... 35.01

**Total 625 - Phone/Internet/Website Expense**

| 267.04 |

**625E - PERA - staff**

- **Payche... 01/15/2017** 14062 Knutson, Christine 100-05 Bonan... 148.08
  - Administrative 100-05 Bonan... 121.98
  - Administrative 100-05 Bonan... 200.00
  - Administrative 100-05 Bonan... 146.38
  - Administrative 100-05 Bonan... 200.00
  - Administrative 100-05 Bonan... 177.69

**Total 625E - PERA - staff**

| 954.13 |

**625M - PERA - managers**

- **Payche... 01/15/2017** 14067 Barchenger, Jamie 100-05 Bonan... 9.38
  - Administrative 100-05 Bonan... 11.25
  - Administrative 100-05 Bonan... 9.38

**Total 625M - PERA - managers**

| 30.01 |

**635 - Health Plan**

**635A - Life & AD&D Ins premiums**

- **Checks 01/17/2017** 14065 USAble Life 100-05 Bonan... 40.25
  - Life and AD&D Ins premiums staff: Skonard, Knutson, Lundeen

**Total 635A - Life & AD&D Ins premiums**

| 40.25 |

**Total 635 - Health Plan**

| 40.25 |

**649 - Misc. Dues**

- **Check 02/13/2017** 14076 Central Minnesota... 100-05 Bonan... 1.00

**Total 649 - Misc. Dues**

| 1.00 |

**648 - Utilities**

- **Check 01/17/2017** 14070 Xcel Energy 100-05 Bonan... 439.88

**Total 648 - Utilities**

| 439.88 |

**Page 3**
### NORTHFORK CROW RIVER WATERSHED DISTRICT
### Profit & Loss Detail
### January 10 through February 13, 2017

<table>
<thead>
<tr>
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**Total 646 - Utilities**

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**Total 646 - Water Technician's wages**

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**Total 650 - Payroll Expenses-SS&Medicare**

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**Total 710 - Truck/ATV Expenses**

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**Total Expense**

21,723.58

**Net Ordinary Income**

60,236.19

**Net Income**

60,236.19
NORTHFORK CROW RIVER WATERSHED DISTRICT  
Balance Sheet  
As of February 13, 2017  

| ASSETS | | Feb 13, 17 |
|--------|----------------|
| Current Assets | | |
| Checking/Savings | | |

106 · Bonanza Checking | 5,419.21 |
107 · Bonanza Adm. Svc. | 200,114.69 |
108 · Data Acquisition Svc | 34,840.14 |
110 · Rice/Koronis Proj. Svc | 8,794.97 |
112 · JD-1 | 100.00 |
113 · CD-7 | 100.00 |
114 · CD-32 | 166,520.78 |
115 · SRF / Co. Assessments | 60,809.06 |
116 · CD-5 | 100.00 |
117 · CD-38 | 1,176.32 |
119 · CD-37 | 100.52 |
120 · CD-21 | 100.00 |
121 · CD-36 | 1,288.90 |
122 · JD-2 | 100.00 |
123 · SRF Interest | 31,929.23 |
126 · CD-29 / 9019883 | 4,523.74 |
128 · Meeker CD4 NEW(prev. 4,40,& 43) | 100.00 |
128B · Meeker Co. 40 | 158.00 |
128C · Meeker Cty 43 | 100.00 |
130 · SRF Watershed Wide | 84,171.20 |
131 · SRF0218/2010-1 | 133,566.56 |
132 · NFCR Watershed Wide Projects | 45,228.56 |
133 · SRF0268 | 23,183.26 |
| Total Checking/Savings | 802,525.14 |

| Accounts Receivable | | |
| 1211 · Delinquent Property Taxes Rec. | 7,298.83 |
| 1215 · Deferred Assessment Receivable | 340,130.78 |
| 1216 · Delinquent Assessment Receivable | 9,188.97 |
| Total Accounts Receivable | 356,618.58 |

| Other Current Assets | | |
| 1100 · Prepaid Liab Insurance/expenses | 2,187.96 |
| 1120 · Inventory Asset | 14,252.88 |
| 1300 · Projects - Receivable | 390,703.00 |
| Total Other Current Assets | 407,143.84 |

| Total Current Assets | 1,566,287.56 |

TOTAL ASSETS | 1,566,287.56 |

LIABILITIES & EQUITY

| Liabilities | | |
| Current Liabilities | | |
| Other Current Liabilities | | |
| 2010 · Proj. Pay. to Adm | | |
| 2014 · CD-5 | 29,957.00 |
| 2015 · CD-37 | 49,992.00 |
| 2016 · JD-1 | 102,226.00 |
| 2020 · JD2 | 28,281.00 |
NORTHFORK CROW RIVER WATERSHED DISTRICT  
Balance Sheet  
As of February 13, 2017

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<tr>
<td>2024 · CD-32</td>
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<td>2013 · Deferred Revenue-tax/assmt</td>
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<td>2102E · Limited ME FLEX · Chris</td>
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<td>2675 · Deferred Revenue</td>
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<td>2675.4 · DB grant DefRev</td>
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<td>TOTAL LIABILITIES &amp; EQUITY</td>
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Managers Present: Berndt, Brauchler, Wuertz, Barchenger, Hanson connected electronically
Managers Absent: None
Staff Present: Cris Skonard, Christine Knutson, Christopher Lundeen,
Others Present: Kurt Deter (Rinke-Noonan), Roger Lyon (JD1), Earl Kasper (CD 32), Ralph Klassen (RLA), Kevin Farnum (KLA), Boyd Fischer, Ken Radermacher, others

Call to Order:
Chairperson Wuertz called the meeting to order at 1:00 pm.

Motion to appoint Manager Berndt as Acting Secretary while Manger Hanson is away from the physical boardroom made by Manager Barchenger, seconded by Manager Brauchler. Motion carried.

Review and Approve Agenda
Added Aquatic Invasive Species Delegation Agreement.

Motion to approve the revised agenda as amended made by Manager Brauchler, seconded by Manager Barchenger. Motion carried.

Consent Agenda Items
Chairperson Wuertz called for a motion to approve the consent agenda.

1. Treasurer’s Report and Bills to January 9th, 2107
   a. Check Register - 106 Bonanza Checking Acct
   b. P & L Detail – All Accounts
   c. Balance Sheet – All Accounts

2. Minutes
   a. December 12, 2016 Regular Meeting and Continued Meeting Minutes on December 28, 2016.
      Manager Berndt requested the continued meeting minutes state that legal counsel advised that no conflict occurred for Managers residing in JD1 to vote on the Prairie Storm motions presented.
   b. December 19th, 2016 – Special Meeting Minutes

Motion to approve consent agenda with changes to the continued meeting minutes made by Manager Barchenger, seconded by Manager Brauchler. Motion carried.

Open Discussion from the Public
Chairman Wuertz asked for comment from the public.

Kevin Farnum (KLA) discussed aquatic invasive monitoring program at the boat ramps and thanked the District for their assistance. Special thank you to Chris Lundeen, NFCRWD Watershed District Technician, for the report he prepared on AIS monitoring.

Steve Notch, Stearns County Commissioner, inquired of the status of petition for additional Board member(s). Deter and Skonard to follow up with BWSR.

Ralph Clausen (KLA) commented on the Rice Lake TMDL and manure and fertilizer programs.

Boyd Fisher inquired about the 14” pipe on the Earl Kasper property.
Numerous questions and comments on CD43 regarding contact with DNR. Need to make contact with DNR. Board directed Skonard to prepare CD43 status report for the February meeting.

Ken Radermacher inquired about repairing CD37 and Redetermination of Benefits. Informed awaiting completion of CD7 ROB to evaluate viewers.

Regular Agenda

Staff Reports

Administrator’s Report:

1. Resolution 2017-01: Annual Information
   Skonard presented a resolution identifying annual information about the District regarding financial institution, legal newspapers, auditor and legal counsel. Discussion followed regarding legal counsel and the need to interview other firms.

   Motion to affirm that other legal firms will be interviewed prior to January 2018 made by Berndt, seconded by Barchenger. Motion carried.

   Motion to approve Resolution 2017-01 made by Brauchler, seconded by Hanson. Motion carried.

2. Resolution 2017-02: Interest Rate for Insufficient Funds
   Skonard presented a resolution to set the interest rate for drainage funds with insufficient funds.

   Motion to approve Resolution 2017-02 made by Barchenger, seconded by Hanson. Motion carried.

3. Resolution 2017-03: Monthly Billing
   Skonard presented a resolution to allow payment of specific reoccurring bills received outside of the regular monthly board meeting schedule to prevent interest and late payment fees.

   Motion to approve Resolution 2017-03 made by Berndt, seconded by Barchenger. Motion carried.

4. Resolution 2017-04: Interest Rate for Insufficient Funds
   Skonard presented a resolution to set the District employee’s billable rate for 2017.

   Motion to approve Resolution 2017-04 made by Berndt, seconded by Brauchler. Motion carried.

5. Financial Disclosure
   Skonard reminded the Board of their requirement to submit the required disclosure.

6. Insurance Update
   Skonard discussed the Workman’s Compensation insurance application for quotes and noted that the insurance agent recommended against waiving the statutory coverage limits as was done in 2016.

   Motion to not waive statutory requirements on the insurance application made by Berndt, seconded by Barchenger. Motion carried.

7. Additional Business
   Skonard presented a claim submitted by the Raymond Township Board of Supervisors on the behalf of Boyd Fischer for maintenance of the township road during repair work along CD32. Discussion followed on type of work and by consensus denied the claim. The Board directed Skonard to submit the claim to States Borders Construction as road maintenance during construction was their obligation. Otherwise, hold the claim until the Acceptance Hearing.
Technician’s Report:

1. Activity Report:
Lundeen gave report of his activities, which consisted of finalizing grant reporting.

2. 2017 Grants: Update
Lundeen informed the Board that the District received two grants for the upcoming year.

- NFCRWD Subwatershed Assessment
- NFCRWD – JD1 Subwatershed Analysis for Targeted Implementation

3. AIS Delegation Agreement
Lundeen provided the delegation agreement between the District and DNR to which authorizes the District to oversee AIS programs.

Motion to approve the 2017 DNR Delegation Agreement made by Berndt, seconded by Barchenger. Motion carried.

Funds Manager / Administrative Assistant Report:
As reported in Financial Statements.

Program Reports
A. Permit Report:
None

B. Drainage Report:
1. CD 32 Repair: Status Update:
Repair work has stopped for the winter.

Earl Kasper inquired of the repairs needed for the areas identified in the RESPEC report submitted at the December continued meeting.

2. CD 7 ROB Update:
Five landowners have set up individual meeting with H2Overviewers on January 17th. Deter cautioned not to make any recommendations during the landowner meetings.

Deter clarified the duties of the viewers versus the engineer.

The Board requested a report on the amount of money spent to date for the redetermination.

3. JD 1 Main and Branches: Status Update:
Joe Lewis updated the Board on the project noting that seeding had been completed and excavation was complete on the lower end of Branch 1, Fork 4. Lewis also discussed a crossing on Fork 5.

4. CD21: Status Update:
Skonard reported that the bid package has been sent out and posted on the website.

A request was made for additional cleanout upstream of the current project out for bids. The Board directed Joe Lewis to prepare a report for the next meeting.

5. Other Ditch Business:
None

C. Board Member Meeting Reports:
None
Items for Next Meeting Agenda:
CD21 repair report
CD32 timeline review
Buffer Law Discussion
Update on 1W1P governance

Calendar Review:
No comment.

FYI Items:
None

Adjournment:
Motion to adjourn made by Berndt, seconded by Hanson. Motion carried. Meeting Adjourned.

__________________________
Gary Berndt – Acting Secretary
North Fork Crow River Watershed District
Amended Resolution #2017-01

Resolution Authorizing Managers’ per diems, Mileage Rate, Meeting Times and Dates, Newspapers for Publications, Legal Firm, Engineers, Business Address, Testing Lab, Auditor, Bank and Credit Cards.

Be It Resolved by the North Fork Crow River Watershed District Board of Managers that PO Box 40, 1030 Front Street, Brooten, MN will be the Watershed’s official address.

Be It Further Resolved that meeting times be set as the second Monday of each month held at the Watershed District office meeting room at 1030 Front Street, Brooten, MN, with meeting starting at 7:00 PM for the months of April, May, June, July, August, September, October and November and the meeting starting at 1:00 PM for the months of December, January, February and March.

Be It Further Resolved that Managers’ per diems be set at $75.00 per day for all regularly scheduled Board meetings and $25.00 per hour for additional Board approved meeting attendance and duties. The Board President will receive $50.00 per month extra compensation for extra duties performed as president.

Be It Further Resolved that the official mileage rate paid for use of private vehicles be set at the IRS mileage rate.

Be It Further Resolved that Bonanza Valley State Bank of Brooten, MN is the official bank for the Watershed District with checking, CDs, savings accounts, and safe deposit box for Watershed District business and that four watershed credit cards are issued through the Central Minnesota Credit Union of Melrose, MN.

Be It Further Resolved that the Paynesville Press, Pope County Tribune, Sauk Centre Herald, Belgrade Observer and Bonanza Valley Voice are the official newspapers for the publication of legal notices, unless other papers are needed, due to location of certain properties and or events.

Be It Further Resolved that Rinke-Noonan (Attorneys at Law) located at Suite 300, US Bank Plaza, PO Box 1497, St. Cloud, MN is the official legal firm for the business of the North Fork Crow River Watershed District and be retained on a retainer agreement with the Watershed District.

Be It Further Resolved that Kern, DeWenter, Viere, Ltd. of St. Cloud, MN is engaged to audit the Watershed District’s financial statements for the year ended December 31, 2016. The audit for the Watershed District will be completed within seven months of the end of the fiscal year.

Be It Further Resolved that RMB Testing Labs of Detroit Lakes is the official water testing lab used for water testing and sample analysis.
Be It Further Resolved that the District is currently contracted with Houston Engineering of Maple Grove, MN, I+S Group of Mankato, MN, Wenck and Associates of Maple Plain, MN and RESPEC Consulting of Roseville MN for ongoing drainage work. The District will request proposals from various qualified firms to be approved for projects and drainage work providing the work cannot be performed by the West Central Technical Service Area Engineer.

Be It Further Resolved that Central Minnesota Insurance Agency of Paynesville is the official insurance agent for insurance through the League of Minnesota Cities Insurance Trust and other insurances unless otherwise approved by the managers.

Be It Further Resolved that parts of the Resolution can be modified without voiding the entire Resolution and this Resolution remains in affect until by action of the Board of Managers the resolution is modified or rescinded.

WHEREUPON the above resolution was adopted by the North Fork Crow River Watershed District Board of Managers at its regular meeting on January 9th, 2017 and amended at the regular meeting February 13th, 2017.

__________________________________  ________________________________
James Wuertz, President NFCRWD  February 13, 2017

__________________________________  ________________________________
Acting Secretary NFCRWD  February 13, 2017
North Fork Crow River Watershed District
Amended Resolution # 2017-04

Resolution to set staff Billable Rates for 2017

WHEREAS, the North Fork Crow River Watershed District is acting drainage authority for legal county drainage ditch systems within their boundaries and in order to fulfill the responsibilities of drainage authority, the North Fork Crow River Watershed District Staff spend work hours managing drainage system activities;

WHEREAS, the North Fork Crow River Watershed District manages grant funding and in order to complete outcomes required in the grant contract, staff must track and bill time directly or indirectly to those grants;

WHEREAS, the North Fork Crow River Watershed District partners with other entities on various events and projects and must track and bill time directly or indirectly to those entities;

THERFORE, be it hereby Resolved that the North Fork Crow River Watershed District will bill staff time spent working on eligible activities as the following: District Administrator / Drainage Inspector time billed at $55.82 / hour, Bookkeeper / Administrative Assistant time billed at $48.75 /hour, Watershed Technician time billed at $43.41 / hour or as written in contract documents.

WHEREUPON, the above resolution was adopted by the Board of Managers of the North Fork Crow River Watershed District at its regular meeting January 9th 2017 and amended at the regular meeting February 13th.

_________________________________
February 13th, 2017
James Wuertz, President NFCRWD
Dated

_________________________________
February 13th, 2017
, Acting Secretary
Dated

This optional template is provided to assist local units of government in calculating the billing rates to charge expenses to BWSR grants.  You need only enter the figures in the red outlined rows. The spreadsheet will automatically populate the other figures. Except for the red outlined rows, the spreadsheet is locked for editing.

**July 2016**

**NAME**

<table>
<thead>
<tr>
<th>NAME</th>
<th>Employee 1</th>
<th>Employee 2</th>
<th>Employee 3</th>
<th>Employee 4</th>
<th>Employee 5</th>
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**HOURS**

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<th>Employee 3</th>
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<th>Employee 7</th>
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**SALARY**

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<td>BASE RATE</td>
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<tr>
<td></td>
<td>FICA (2)</td>
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<tr>
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<td>Medicare (2)</td>
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<tr>
<td></td>
<td>PERA (3)</td>
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<td></td>
<td>INSURANCE (YEARLY PREMIUM)</td>
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</tr>
<tr>
<td></td>
<td>LEAVE</td>
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<tr>
<td></td>
<td>LEAVE HOURS TAKEN</td>
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<tr>
<td></td>
<td>FACILITIES (4)</td>
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<td>LEAVE HOURS TAKEN</td>
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<td>TOTAL</td>
</tr>
<tr>
<td></td>
<td>ADMINISTRATION</td>
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</tbody>
</table>

1 Only the employer’s portion of these expenses are allowed to be used in the billing rate calculation. Employee’s portions are not allowed.

2 FICA, Medicare and PERA percentages may need to be adjusted based on the determined percentages for the previous or current year.

3 Costs that are directly charging cannot also be included in any billing rate calculation.

4 Dues or fees paid to associations that are not relevant to conservation work are not allowable. Contributions are not allowable.

**INSTRUCTIONS**

A: Enter employees’ names.
B: Enter the weekly hours based on FTE for each employee.
C: Enter the hourly rate from the employee’s pay stub.
D: Enter the yearly insurance and other benefits paid by the employer.
E: Enter the actual number of hours taken in leave (sick, holiday, vacation) by each employee.
F: Enter the total yearly expenses for each of the items in the Facilities column.
G: Enter the hours documented as general administration. These are hours from administrative staff supporting the overall operation of the organization. These are hours that cannot be associated with a grant.
MINNESOTA VIEWERS ASSOCIATION
402 VALLEY VIEW DRIVE
Phone 507-627-1150

Memorandum

To: County Auditors and Watershed District Administrators
From: Minnesota Viewer's Association
Re: Associate Membership annual dues
Date: January 26, 2017

It is again that time of year when the Minnesota Viewers Association is promoting its annual membership. The Association provides educational services to viewers, appraisers, auditors, commissioners, engineers, board members and others who make decisions for counties and watershed districts on projects depending upon the determination of benefits and damages for project funding. With the drainage systems in Minnesota continuing to age and the increasing demand placed upon these systems in today’s agriculture and urban development, the need for understanding the viewing process and having qualified viewers is greater now than it has been in many years.

As an associate member you will receive notice of the seminars and may send representatives to these seminars. The association now holds 5 seminars each year located at various locations within the state. Within the past year the seminar topics have covered the topics of: Understanding watershed hydrology, Drainage system design and capacities, Proximity considerations in establishing benefit value, Runoff and sediment based cost allocation for repairs, and using the sales comparison approach for benefit values. Topics considered for the 2017 have started with understanding soils and impacts on productivity, and will continue with seminars having a mix of topics continuing from determining road benefits and new topics that may affect benefits, damages and the viewing process.

The viewers association is a participating member of the BWSR Drainage Work Group as well as having an active participation with MAWD and the Minnesota Public Drainage Manual Update work groups. Our involvement in these groups is to make certain that drainage benefits determined are a consideration in the state’s policies and legislation.

If you are an associate member, we hope that you will continue to support the organization, if not we hope that you will become a member and that you will benefit from our educational service.

Annual Associate Membership is $150.00 and an invoice and receipt are enclosed. Please fill in the information on the top portion and return it with your membership fee. If you have any questions about our organization or membership, feel free to call me at 507-627-1150 or email me at viewer@mchsi.com.

Sincerely,

Ron Ringquist
Secretary
### Minnesota Viewers Association - 2017 Membership

<table>
<thead>
<tr>
<th>Member in 2016</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
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<tr>
<td>Date:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>City:</th>
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</tr>
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</table>

<table>
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<th>Year</th>
<th>FEE</th>
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<tbody>
<tr>
<td>2017</td>
<td>Associate Membership dues</td>
</tr>
<tr>
<td></td>
<td>$150.00</td>
</tr>
</tbody>
</table>

**TOTAL DUE**

$150.00

Please return top portion and membership dues to:
Minnesota Viewers Association
402 Valley View Drive
Redwood Falls, MN 56283

---

### Minnesota Viewers Association – 2017 Membership

**Receipt for Associate Membership Dues From**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone:</td>
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<table>
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</thead>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>Associate Membership dues</td>
</tr>
<tr>
<td></td>
<td>$150.00</td>
</tr>
</tbody>
</table>

**TOTAL PAID**

$150.00
TO: EMERGENCY MANAGEMENT PARTNERS

Stearns County Emergency Management is working on an update for the All-Hazard Mitigation Plan. The All-Hazard Mitigation Plan identifies threats and hazards we may face in the community and proposes ways to reduce or eliminate these threats. Examples of mitigation strategies could include building storm shelters in manufactured home communities, planting shrubs/trees along the roadway to provide for snow/wind breaks, expanding the size of culverts alleviate concerns for road washouts, and burying power lines. The mitigation process includes gathering input from stakeholders, such as yourself, from across the county. The overall plan helps prioritize projects and determines eligibility to apply for disaster recovery funds that may be made available following federal disaster declarations.

We are completing a plan update this year. These updates are required by FEMA once every five years. Our last plan was completed in 2013. You may likely have been involved with the last plan that was developed. We are hosting four meetings to work on gathering information about the cities, townships, watershed districts, school districts, and healthcare facilities. We highly encourage you to send a representative to one of the four meetings being held later this month and the first week of February (see enclosed schedule for additional details). Also included with this letter is a “Letter of Intent” form. If you intend to participate in this process we would ask that you please fill out the letter and email, fax or mail the form back to our department. Our contact information can be found at the top of this letter.

Your participation is voluntary, however highly encouraged. When grant funds become available to work on these projects you are not eligible to apply if you are not included with the County’s All-Hazard Mitigation Plan. If you are declining to participate I would ask that you please write that out on the bottom half of the Letter of Intent and return it to our office for our records.

The meetings will provide additional details and paperwork to assist you with this process. If you have any questions please feel free to contact me at your convenience either by phone or email. In addition to the public meetings being held we are also meeting with the emergency managers from each of the cities throughout the County. They may also be able to provide additional direction and answer questions specifically for your community.

Thank you again for your assistance with this very important plan update. We appreciate the time and effort that it takes to attend meetings and work through the paperwork we need in order to truly make this a plan that will be of benefit to Stearns County.

Sincerely,

Erin Hausauer
Stearns County Emergency Manager
Statement of Interest in All-Hazard Mitigation Planning

As a potential participant in the Hazard Mitigation Assistance Program, the ________________, hereby states their interest in participating in the multi-jurisdictional Stearns County All-Hazard Mitigation Plan.

After FEMA funding approval and during the planning implementation, the ________________, agrees to participate in the Hazard Mitigation Planning Process.

As signed, we understand this is a voluntary program and our participation may benefit our jurisdiction by identifying hazards and prioritizing potential projects to mitigate the effects of natural hazards.

____________________________  ______________________
Signature of Authorized Representative  Date

____________________________
Title
Meeting Dates and Locations
* Only need to attend one meeting

January 18
5:00-7:00pm

Location:
Richmond City Hall
45 Hall Ave SW
Richmond MN 56368

January 24
1:00-3:00pm

Location:
Stearns County Emergency Management
807 Courthouse Square
St. Cloud MN 56303

January 25
6:00-8:00pm

Location:
Melrose City Center
225 1st St NE
Melrose MN 56352

February 2
7:00-9:00pm

Location:
Brooten City Hall
147 Central Ave N
Brooten MN 56316
Notice of Premium Options for Standard Premiums of Less than $25,000

NORTH FORK CROW RIVER WATERSHED DISTRICT  
PO BOX 40  
BROOTEN, MN 56316-0040  

Agreement No.: WC 1001632_Q-1  
Agreement Period: From: 02/16/2017  
To: 02/16/2018

Enclosed is a quotation for workers' compensation deposit premium. **Note:** Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.

<table>
<thead>
<tr>
<th>PAYROLL DESCRIPTION</th>
<th>CODE</th>
<th>RATE</th>
<th>ESTIMATED PAYROLL</th>
<th>DEPOSIT PREMIUM</th>
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| SEE ATTACHED SCHEDULE FOR DETAILS

<table>
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<tr>
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<th>Manual Premium</th>
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<td>Credit</td>
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<td>Standard Premium</td>
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<tr>
<td>Deductible Credit</td>
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<td>Premium Discount</td>
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<tr>
<td>Net Deposit Premium</td>
<td>1,210</td>
<td></td>
</tr>
</tbody>
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Agent:  
00663 Central Minnesota Insurance Agency LLC  
Po Box 206  
Paynesville, MN 56362-0206
Notice of Premium Options for Standard Premiums of Less than $25,000
(Con’t)

OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

1. □ Regular Premium Option 1,210

2. □ Deductible Premium Option

   Deductible options are available in return for a premium credit applied to your estimated standard Premium of $1,210. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

<table>
<thead>
<tr>
<th>Deductible per Occurrence</th>
<th>Premium Credit</th>
<th>Credit Amount</th>
<th>Net Deposit Premium</th>
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<td>$500</td>
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This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the city requesting coverage.

__________________________________________________________________________
Signature __________________________ Title __________________________ Date __________
<table>
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<tr>
<th>REMUNERATION</th>
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<td>ELECTED OR APPOINTED OFFICIALS</td>
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Manual Premium 1,344
Hello Chris,

MCSI can add the faxing capabilities to the current Toshiba color copier. We have a fax board available currently, for the price of $350, with installation included. This is a used part, but should not effect the performance, just better pricing than new (approximately $450), if still available. As always, we will guarantee optimum performance!

This could eliminate the maintenance and toner purchases of your current fax machine and also free up some counter space within the office.

Please let me know soon, if you would like to purchase the $350 fax option or if you have any other questions.

Angela Sieben

3900 Roosevelt Rd, Ste 108
St. Cloud, MN 56301
Main: 320-251-4484
Cell: 320-266-0090
Fax: 320-251-3458
**Quotation # 20500875**

**Date:** January 19, 2017  
**Customer # 195129**  
**Contract # 2014MPA1154**

North Fork Crow River Watershed  
District  
100 Prairie Ave N  
Brooten, MN 56316  

**ATTENTION:** Chris Lundeen  
**PHONE:** (320) 346-4339  
**FAX:**

---

<table>
<thead>
<tr>
<th>Material</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>93198</td>
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<td>ArcGIS Desktop Basic Single Use License</td>
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<td>2,472.00</td>
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<tr>
<td>93168</td>
<td>1</td>
<td>ArcGIS Spatial Analyst for Desktop Single Use License</td>
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<td>2,060.00</td>
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**Item Total:** 4,532.00

**Subtotal:** 4,532.00

**Sales Tax:** 0.00

**Estimated Shipping & Handling (2 Day Delivery):** 0.00

**Contract Pricing Adjust:** 0.00

**Total:** $4,532.00

---

*The purchase of a new ArcGIS Desktop license includes 12 months of software maintenance. Maintenance includes technical support and software updates (visit http://www.esri.com/software/maintenance to learn more). There is an annual maintenance fee to continue support and upgrades. The estimated cost of annual maintenance for subsequent years has been included in the optional items section of this quote for your convenience.*

---

**The following items are optional items listed for your convenience. These items are not included in the totals of this quotation.**

<table>
<thead>
<tr>
<th>Material</th>
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<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
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*Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.*

---

For questions contact: Jay Hoffman  
**Email:** jhoffman@esri.com  
**Phone:** 1-800-447-9778 x5675
If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_______, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative _______________________________ Date ________________

Name (Please Print) ___________________________ Title ___________________________


The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization’s budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state’s taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jay Hoffman  Email: jhoffman@esri.com  Phone: 1-800-447-9778 x5675

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FOB Redlands, CA, USA

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MAWD News & Legislative Update

By Ray Bohn
January 31, 2017

The MAWD Board met on Saturday, Dec. 3rd after the Annual Meeting and elected Manager Ruth Schaefer, Middle Fork Crow River WD president, Manager Jerome Deal, Boise de Sioux WD vice-president, Manager Perry Forster, Riley Purgatory Bluff Creek WD secretary, and Craig Leiser, Brown’s Creek WD treasurer. In addition, three new members were welcomed to the Board. They included Manager Peter Fjestad, Buffalo Red WD, Manager Ben Kleinwachter, Middle-Snake-Tamarac Rivers WD, Manager Duane Willenbring, Sauk River WD.

Thank you to those who have left the board for their invaluable service to watershed districts statewide: Lee Coe, manager Red Lake WD, Linda Vavra, manager, Boise de Sioux WD, and Larry Kuseske, manager, Sauk River WD who passed away.

The Board met again on January 13, 2017 in a workshop format to plan the calendar for the year, make committee appointments, finalize staff appointments, and determine our legislative program for the 2017 Session. Committee appointments are posted on our web site. If you are interested in serving on one of our committees in the future please let the MAWD office know and you will be put on the list for consideration.

The 2017 Legislative Program was adopted as outlined below:

**MAWD 2017 Legislative Program**

   - Advocate for the inclusion of $20 million for Flood Hazard Mitigation Program for statewide needs
   - Advocate for $30 million in CREP funding
   - Advocate for $10 million in Local Road Replace funding
   - Advocate for $10 million in Rim Reserve funding

2. Watershed Omnibus Bill
   - Clarify Watershed Based WCA Implementation
   - Watershed District Funding: Statutory Correction to Impose a Project Tax
   - Amend MN Open Meeting law to allow WD manager meeting participation via electronic means, both inside and outside the territorial limits of the WD and state of MN
   - Increase per diem payments to managers to $100 per day

3. Tax Issues
   - Modify Levy authority for non-Metro WD’s/Increase levy authority by adopting 103B type authority
   - Support returning to past tax breaks for conservation easements.
   - Advocate for $10 million in local government aids to counties and watershed districts to help defray the cost of the buffers enforcement program.
4. MAWD supports the recommendations of the Clean Water Council.
    - One Watershed One Plan Planning - $4.2 million
    - One Watershed One Plan Implementation - $12 million

Ray Bohn was contracted to administer MAWD and provided administrative and legislative lobbying services. This will be Ray’s last contract administering MAWD. He plans on reducing his work load in the future and ease into retirement. Peg Bohn has retired from her past duties with MAWD, but don’t be surprised if you see her helping out with events in the future or hear her voice when you call the office!

The Board also contracted with Madeleine (Maddy) Bohn to provide program management services for MAWD. She will be responsible for managing the various MAWD programs and events along with the various committees associated with the programs.

The Transition Committee has begun work on figuring out how to provide for the goals of the MAWD Strategic Plan as adopted at the Annual Meeting. Plans are to have a new administrator on board before the 2017 Annual Meeting.

The MAWD Budget committee will be working on developing a budget to meet the goals of the strategic plan as well. They hope to have recommendations ready for our March Board meeting. An announcement for a Special Meeting of MAWD membership to deal with the transition is being planned for the 2017 MAWD Summer Tour on June 21-23, 2017.

Watch for more details on the work of the Transition and Budget Committees as the Board deals with the staff transition and budget considerations.

By now all of you should have received your invite to the 2017 MAWD Legislative Reception & Breakfast on March 29-30, 2017. Please contact your legislators and ask them to join us for the Reception on March 29th or the Breakfast on the 30th. Our activities will take place at the Embassy Suites in downtown St. Paul (see info on our web page www.mnwatershed.org). Please put it on your calendar today!

**MAWD Legislative Update – January 2017**

Since the beginning of the 2017 Legislative Session we have been spending most of our time on the bonding bill & the buffer funding issues ... all left over from last year. The Governor laid out his bonding proposal which pretty much reflected his priorities from last year. The Senate picked up last year’s bill (SF210) and has already passed that bill out of the Capital Investment Committee to the Senate Finance Committee for action. The Senate bill reflected basically last year’s bill on steroids. See breakdown below.

With the Governor and Senate basically showing their cards on the bonding bill, everyone is wondering and working to find out what the House is planning to do on their bonding bill. There has been some talk that the House won’t even pass a bonding bill this year, but most regard that as being very unlikely.

The Tax bill from last year appears to still be play. The Governor has laid out his Tax bill (SF45). He has included the $10 million for county and watershed district enforcement buffer funding. The House has indicated that they will work with us on this appropriation. The Senate has talked about taking the same approach with the Tax bill as they did with the bonding bill ..... dust off last year’s bill and move forward. I believe overall we do have good support on the buffer enforcement funding of $10 million ... mainly because most legislators want the counties and watershed districts to handle enforcement, not the State (BWSR). AMC & MAWD have been working with BWSR and Revenue to make sure we have the
correct language on distribution of the funds, and that language will be in the governor’s tax bill when it is introduced. When the funding will begin (FY17 or 18) is still in flux and is being negotiated by us.

Several weeks ago I along with Scott Henderson, administrator of the Sauk River WD, testified to a joint committee hearing of the Environment Finance and Policy Committee and Ag Policy Committee on buffers and stressed that we needed the funding to do the job they want us to do. If we don't get funding, it will be very difficult or impossible for some WDs to participate due to budget constraints. The AMC sent the joint committee the same message.

We continue to work up our bills in accordance with our legislative program. We will have our bills put together in the next week to ten days for introduction. We will alert you when they are ready and ask for your help to contact your legislators in regards to our bills.

On January 17 Governor Dayton signed a new Minnesota Conservation Reserve Enhancement Program (CREP) agreement with the United States Department of Agriculture for $350 million in Federal funding with the state having to come up with $150 million funding match.

The 404 Assumption Study was delivered last week by BWSR and DNR. DNR & BWSR are saying not to assume the 404 authorities, but the legislators and stakeholders are not in agreement … look for a larger, more comprehensive study being done over the next year or two coming out of the leg this year with further discussions with the COE and EPA. I anticipate no immediate impacts at this time for WDs. See the complete study here: [http://www.bwsr.state.mn.us/wetlands/cwa_404/Minn_Section_404_Assumption_Feasibility_St udy_Report_Final.pdf](http://www.bwsr.state.mn.us/wetlands/cwa_404/Minn_Section_404_Assumption_Feasibility_St udy_Report_Final.pdf)

Committee deadlines released last week are unusually short this session. Typical the first committee deadline is the last week of March, but this year the first committee policy deadline is on Friday, March 10, second committee policy deadline is Friday, March 17, with final Finance committee deadline by Friday, March 31. It appears they don’t want to pass much policy legislation this session.

**Major Bills of Interest**

**HF (none)**  SF210, Sen. Senjem, Omnibus Capital Investment bill. $1.64 billion -- $976 million Bonds, $335 million net general fund, $196 million trunk Hwy bonds/cash, Misc $118 million. Also includes $11.55 million for Flood Hazard Mitigation, $4.2 million earmarked for Cedar River WD ($1.7 M), Browns Valley ($750 M), and Ortonville ($1.8 M). The remainder is not ear-marked. $10 M is included for RIM and $5 M for local road replacement.

**HF (none)**  SF 45, Sen. Rest, Governor’s Tax bill. Includes $10 million recommendation to fund the buffer enforcement program.
Date: February 3, 2017
To: County Board Chairs and Watershed District Chairs
From: John Jaschke, Executive Director
Board of Water and Soil Resources

The Board of Water and Soil Resources (BWSR) has developed policies and guidance to support implementation of the Buffer Program by counties, watershed districts and soil and water conservation districts. We have done this by actively seeking the input of local governments, farmers and the public.

The key to making the Buffer Program work best for affected landowners is for counties, watershed districts and soil and water conservation districts to fully implement it. We encourage deliberate assessment and coordination of potential options and will make BWSR staff available to help provide information upon request. Conversations with other local government(s) that overlap some or part of your jurisdiction are encouraged to ensure a coordinated approach.

This message includes information on several topics to support your deliberations and local consultations.

1. Election of Jurisdiction. The BWSR Board adopted Policy 8: Election of Jurisdiction (available on the BWSR website: [http://bwsr.state.mn.us/buffers](http://bwsr.state.mn.us/buffers)) on January 25 to provide consistency for county and watershed district decision-making regarding Buffer Program enforcement. Consistent with the state statute, this policy:

   - Makes a distinction between public waters and public drainage systems as shown on the Buffer Protection Map;
   - Defines an orderly approach to determining local Buffer Program enforcement jurisdiction based on primacy within each entity’s jurisdictional boundary and a right of first refusal associated with existing local responsibilities for shoreland management and public drainage systems;
   - Requires counties and watershed districts to submit the official controls they intend to use to carry out the compliance provisions of the Buffer Law for BWSR review and establishes that this review will be completed within 60 days; and
   - Addresses the option of a county or watershed district to change a previous election of jurisdiction.

2. March 31, 2017 - Election of Jurisdiction timing. Statute provides that counties and watershed districts are to “affirm their jurisdiction and identify the ordinance, rule or other official control” and provide notice to BWSR by March 31, 2017. The law allows a subsequent jurisdiction decision to be made that includes providing a 60 day notice to BWSR.

The purpose behind this date was to allow time for counties and watershed districts to adopt their ordinance or rule and for BWSR to have time to develop adequate capacity to manage any potential enforcement workload. However, the March 31, 2017 date is soft, in that counties and watershed districts can change a jurisdiction election by providing notice to BWSR.
With this in mind and the potential near-term consideration of funding provisions this legislative session, counties and watershed districts should not feel compelled to make a decision on buffer enforcement jurisdiction by March 31, 2017. This is especially the case if a legislative appropriation would affect a county or watershed decision. It also bears mention that Governor Dayton has proposed $10 million per year in Riparian Aid to counties and watershed districts for Buffer Program implementation and enforcement.

Finally, if you have not done so already, you are encouraged to start your decision making process, including discussing implementation and enforcement options with the soil and water conservation district and watershed districts.

3. Enforcement Mechanism Options. Counties and watershed districts can enforce the buffer requirements through existing authorities or through administrative penalty orders (APO). BWSR, when a county or watershed district has chosen not to elect jurisdiction, can only use APOs.

County, watershed districts and BWSR staff are collaboratively working on several documents that can be resources to counties and watershed districts as they are considering their options for buffer program enforcement. These include the following:

- A model county ordinance – Developed by the Department of Natural Resources and BWSR in consultation with the Association of Minnesota Counties and Minnesota Association of County Planning and Zoning Administrators;
- A model watershed district rule – Developed by the Smith Partners Law Firm under the direction of the Red River Watershed Management Board and the Minnesota Association of Watershed Districts; and
- An upcoming BWSR policy for the review of county and watershed district official controls, enforcement procedures, and administrative penalty orders. These items are expected to be available for public review and comment in April on the BWSR website.

As counties and watershed districts have more enforcement options than BWSR, landowners would likely be better served with counties and watershed districts assuming enforcement jurisdiction.

4. Public Drainage Law Authorities and Buffer Establishment. The Public Drainage Law (Minnesota Statutes Chapter 103E) can be an important tool for enabling landowners to achieve compliance with the Buffer Law, which includes a provision for public drainage system acquisition and compensation of buffer strips or alternative practices in accordance with Drainage Law. Minnesota Statutes Section 103E.021, Subd. 1 (spoil banks must be spread and permanent vegetation established) and Subd. 6 (incremental implementation of vegetated ditch buffer strips and side inlet controls) are two of the provisions that may be useful when counties and watershed districts are acting as drainage authorities.

BWSR will be developing information that can help drainage authorities use these pre-existing mechanisms to acquire and establish the 16.5 foot buffer strips as part of public ditch system management that will support landowner compliance with the Buffer Law. Watch for more details on this information in the coming months.

We believe that this program will be successfully implemented, and landowners best served, through local collaboration - counties, watershed districts and soil and water conservation districts working together. These local relationships will be most effective through communicating early and often.

If you or your staff have any questions please contact your BWSR Board Conservationist or Buffer Program Coordinator Tom Gile at 507-206-2894, or at tom.gile@state.mn.us.
This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and North Fork Crow River WD, 1030 Front Street PO Box 40 Brooten Minnesota 56316 (Grantee).

<table>
<thead>
<tr>
<th>Grant Program</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>C17-4810</td>
<td>NFCRWD - JD1 Subwatershed Analysis for Targeted Implementation</td>
<td>$48,500</td>
</tr>
<tr>
<td>C17-3891</td>
<td>NFCRWD Subwatershed Assessment</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

Total Grant Awarded: $98,500

Recitals
1. Minnesota Statutes 103B.101, subd. 9 (1), and 103B.3369, authorize the Board to award this grant.
2. The Laws of Minnesota 2015, 1st Special Session, Chapter 2, Article 2, Section 7(b – Projects and Practices) (c – Accelerated Implementation) (h – Community Partners) and (k – multi-purpose drainage), appropriated Clean Water Fund (CWF) funds to the Board for the FY 2017 Competitive Grants Program.
3. The Minnesota Department of Health transferred funds to the Board for the Well Sealing Grant Program.
5. The Board adopted Board Resolution 16-98 to allocate funds for the FY 2017 Competitive Grants Programs.
6. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
7. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
8. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative
The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is:

District Administrator
North Fork Crow River Watershed District
1030 Front St.
Brooten, MN 56316
320-346-2869

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

1. Term of Grant Agreement
1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The State’s Authorized Representative will notify the Grantee when this grant agreement has been executed.** The Grantee must not begin work under this grant agreement until it is executed.

1.2. **Expiration date:** December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.


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2. **Grantee’s Duties**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Agreement by reference.

2.2. **Reporting:** All data and information provided in a Grantee’s report shall be considered public.

- 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.

- 2.2.2. The Grantee will display on its website the previous calendar year’s detailed information on the expenditure of these State grant funds and measurable outcomes as a result of the expenditure of these State grant funds according to the format specified by the BWSR, by March 15 of each year.

- 2.2.3. **Final Progress Report:** The Grantee will submit a final progress report to the Board by February 1, 2020 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee’s approved work plan.

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3. **Time**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

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4. **Terms of Payment**

4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantees and approved by BWSR.

4.2. All costs must be incurred within the grant period.

4.3. All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.

4.5. This grant includes an advance payment of 50 percent of the grant’s total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

4.6. **Contracting and Bidding Requirements per Minn. Stat. §471.345, Grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.**

- 4.6.1. If the amount of the contract is estimated to exceed $100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2).

- 4.6.2. If the amount of the contract is estimated to exceed $25,000 but not $100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding.
All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

4.6.3. If the amount of the contract is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).

4.6.4. Support documentation of the bidding process utilized to contract services must be included in the Grantee’s financial records, including support documentation justifying a single/sole source bid, if applicable.

4.6.5. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5. Conditions of Payment
All services provided by the Grantee under this Grant Agreement must be performed to the State’s satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State’s Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2017 Clean Water Fund Competitive Grants Policy, and regulations. All Grantees must follow the Grants Administration manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR’s obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

The Minnesota Department of Administration’s Office of Grants Management Policy on Grant Closeout Evaluation (Policy 08 – 13) requires the Board to consider a grant applicant’s past performance before awarding subsequent grants to them. The Board must consider a grant applicant’s performance on prior grants before making a new grant award of over $5,000. The Board may withhold payment on this and grants from other programs if the Grantee is not in compliance with all Board reporting requirements.

6. Assignment, Amendments, and Waiver
6.1. Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. Amendments. Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

6.3. Waiver. If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. Liability
The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney’s fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee’s agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State’s failure to fulfill its obligations under this Grant Agreement.

8. State Audits
Under Minn. Stat. § 16B.98, subd. 8, the Grantee’s books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

8.2. The Grantee or designated local unit of government implementing this Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

9. **Government Data Practices**

   The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers’ Compensation**

   The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

11. **Publicity and Endorsement**

   11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

   11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

12. **Governing Law, Jurisdiction, and Venue**

   Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **Termination**

   13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days’ written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

   13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

14. **Data Disclosure**

   Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. **Prevailing Wage**

   It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which State prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

16. **Constitutional Compliance**

   It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding use of Clean Water Funds to supplement traditional sources of funding.
17. Signage
   It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, article 3, section 5 (b) for Clean Water Fund projects.

18. Intellectual Property Rights
   The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State’s request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

North Fork Crow River WD

Board of Water and Soil Resources

By: ________________________________ By: ________________________________
   (print)  (print)

______________________________
   (signature)

Title: ________________________________ Title: ________________________________

Date: ________________________________ Date: ________________________________
Independent Contractor Agreement

This contract (the “Agreement”) is made and entered into this ___ day of ______, 2017, between:

1. North Fork Crow River Watershed District, (the “District”), located at 1030 Front Street, in Brooten, Minnesota; and

2. Lamb Labor Services, (the “Contractor”), located at 109 Washburn Avenue, in Paynesville, MN.

The District and the Contractor are referred to herein individually as a Party and collectively as the “Parties.”

1. Purpose. The purpose of this agreement is to set forth the terms and conditions under which the Contractor will provide certain services to the District.

2. Scope of Services. The Contractor shall perform the work (the “Services) as described in Exhibit A to this Agreement which is incorporated herein by reference.

The Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed by all applicable agencies and governmental entities and will perform the Services with reasonable care and skill.

The Contractor shall not perform any additional Services without the express written permission of the District.

3. Term. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with the terms of this Agreement, until the Completion Date.

   A. Start date: The Contractor shall commence the provision of Services on: As stipulated in Exhibit A.

   B. Completion Date: The Contractor shall complete the Services as stipulated in Exhibit A.

If the Contractor refuses or fails to complete the Services, or to complete the Services in a manner satisfactory to the District, the District may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. After such notice, the Contractor shall have
ten (10) days to cure, to the satisfaction of the District. If the Contractor fails to cure, the District shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor.

The Contractor may terminate this Agreement if the District is in breach of any material obligation contained in this Agreement, which is not remedied by the District within ten (10) days of written notice.

The Parties may voluntarily terminate this Agreement at any time by mutual agreement.

In the event of termination, the District shall only be responsible to pay for the Services satisfactorily performed by the Contractor to the effective date of termination, as described in the final invoice to the District.

4. **Compensation.** As consideration for the provision of the Services, the District agrees to pay the Contractor as follows:

   Hourly rate of $ ___ for eligible work hours.

Contractor shall submit monthly payment invoices to the District after such Services have been completed.

Each invoice shall include in detail the hours worked and a description of the Services performed.

The invoice shall be submitted to the District Council for approval at the first District Council meeting following receipt of the invoice. The District shall pay Contractor within one (1) week after the invoice has been approved for payment by the District Council.

If the District objects to all or any portion of any invoice, the District shall notify the Contractor of the dispute with ten (10) days from the date of receipt and shall pay that portion of the invoice not in dispute. Any dispute shall be settled in accordance with Paragraph 8 of this Agreement.

5. **Independent Contractor Relationship.** It is expressly understood that the Contractor is an “independent contractor” and not an employee of the District. The Contractor shall have control over the manner in which the Services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the District, including, without limitation, insurance benefits, sick and vacation leave, workers’ compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.

6. **Insurance Requirements.**
The Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

A. **General Liability.** The Contractor agrees to maintain Commercial General Liability insurance in a minimum amount of $1,000,000 per occurrence; $2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The District shall be endorsed as additional insured.

B. **Automobile Liability.** If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of $1,000,000, combined single limit.

C. **Workers’ Compensation.** The Contractor agrees to provide Workers’ Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry Employers’ Liability Coverage with minimum limits as follows:

- $500,000 – Bodily Injury by Disease per employee
- $500,000 – Bodily Injury by Disease aggregate
- $500,000 – Bodily Injury by Accident

The Contractor shall, prior to commencing the Services, deliver to the District a Certificate of Insurance as evidence that the above coverages are in full force and effect.

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

The Contractor’s policies shall be primary insurance to any other valid and collectible insurance available to the District with respect to any claim arising out of Contractor’s performance under this Agreement.

The Contractor’s policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days’ advanced written notice to the District.

7. **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the District, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Contractor’s negligence or the Contractor’s performance or failure to perform its obligations under this Agreement. The Contractor’s indemnification obligation shall apply to the Contractor’s subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.
8. **Dispute Resolution.** The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

   A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Stearns County District Court Administrator and select a mediator by alternately striking names until one remains. The District shall strike the first name followed by the Contractor, and shall continue in that order until one name remains.

   B. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may pursue any legal remedy.

9. **General Provisions.**

   A. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

   B. **Assignment.** The Contractor may not assign this Agreement to any other person unless written consent is obtained from the District.

   C. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

   D. **Nondiscrimination.** In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

   E. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Stearns County, Minnesota.

   F. **Ownership of Documents.** All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the District.

   G. **Government Data/Privacy.** The Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statues, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Contractor understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Contractor in performing those functions that the District would perform is subject to the requirements
of Chapter 13, and the Contractor must comply with those requirements as if it were a
government entity. This does not create a duty on the part of the Contractor to provide
the public with access to public data if the public data is available from the District,
except as required by the terms of this Agreement.

H. **Waiver.** The waiver by either party of any breach or failure to comply with any provision
of this Agreement by the other Party shall not be construed as, or constitute a continuing
waiver of such provision or a waiver of any other breach of or failure to comply with any
other provision of this Agreement.

I. **Notices.** All notices and other communications pursuant to this Agreement must be in
writing and must be given by registered or certified mail, postage prepaid, or delivered by
hand at the addresses set forth below:

Notice to District:  
Attn: District Administrator
PO Box 40
1030 Front Street
Brooten MN 56316

Notice to Contractor:  ______________________________
____________________________
____________________________

J. **Force Majeure.** Except for payment of sums due, neither Party shall be liable to the other
or deemed in default under this Agreement, if and to the extent that Party’s performance
is prevented by reason of force majeure. “Force majeure” includes war, an act of
terrorism, fire, earthquake, flood and other circumstances which are beyond the control
and without the fault or negligence of the Party affected and which by the exercise of
reasonable diligence the Party affected was unable to prevent.

K. **Savings Clause.** If any court finds any portion of this Agreement to be contrary to law,
invalid, or unenforceable, the remainder of the Agreement will remain in full force and
effect.

L. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be
deemed an original, and which taken together shall be deemed to be one and the same
document.
IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

North Fork Crow River Watershed District, Minnesota

By: _____________________________
   Its Chairperson
And: ______________________________
   Its Administrator

Lamb Labor Services

By: ______________________________
   Its _____________________________

Prepared by Chris Smith, Risk Management Attorney
League of Minnesota Cities Insurance Trust
2015 Loss Control Workshops
MEMORANDUM OF UNDERSTANDING

NFCRWD Aquatic Invasive Species (AIS) Inspection and Prevention Program

This Memorandum of Understanding (MOU) is entered into by and between:

North Fork Crow River Watershed District (“NFCRWD”) – Watershed District
Koronis Lake Association (“KLA”)
Rice Lake Association (“RLA”)
Lamb Labor Services (“Lamb”) - Consultant

I. PURPOSE

The purpose of this MOU is to define the roles and responsibilities of the entities responsible for meeting the work plan objectives and grant requirements for the FY2017 Stearns County AIS grant contract (“Project”) with Stearns County as administered by the Stearns County AIS Committee as well as the goals of the AIS Inspection and Prevention Program administered by the NFCRWD. The Project contract and MOU will remain in effect through the life of the Project and any and all applicable continuations.

II. PROJECT OBJECTIVES

The main objectives of the Project is the administration and management of DNR Trained Level I Watercraft Inspectors to meet the goals of the NFCRWD AIS Inspection and Prevention Program, partially funded by the Stearns County AIS grant program. This MOU defines the roles and responsibilities of each partner listed in the Project contract.

Objectives include advertisement and hiring of seasonal workers to be trained as DNR Level I Watercraft Inspectors, management and supervisor of personnel, and scheduling / coordination of personnel to conduct Project, Project reporting as required, and grant management.

III. ROLES AND RESPONSIBILITIES

As described in the Project work plan (incorporated as Attachment A), the Project partners will work on four main objectives; Recruitment, Training, and Personnel Management.

A. RECRUITMENT

Lamb will be responsible for the recruitment of seasonal personnel to fit the needs of the Project as outlined in the work plan. All seasonal or temporary employees will be employed under Lamb. Lamb is responsible for all human resources related obligations including but not limited to; workman’s compensation coverage, payroll management...
including applicable state / federal payroll tax obligations, and personnel policy management.

B. **DNR LEVEL I WATERCRAFT INSPECTOR TRAINING AND CERTIFICATION**

The NFCRWD will hold the delegation agreement of authority to perform AIS inspections and manage access to water resources. According to the agreement, DNR will provide training to individuals working for contractors to the NFCRWD as inspectors, and upon successful completion of training and testing requirements, the DNR will certify individuals as authorized inspectors in accordance with MN Stat. 84D.105 subd 2(a).

Under contract, the NFCRWD has hired Lamb as its contractor. Under this MOU, Lamb shall be responsible for providing training opportunities and acquiring Level I certification for each inspector. Level I Training will be a reimbursable Project expense.

<table>
<thead>
<tr>
<th>Responsibility / Activity</th>
<th>Responsible Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Maintain AIS Inspection authority through delegation agreement with the MN DNR</td>
<td>NFCRWD</td>
</tr>
<tr>
<td>• Schedule annual training and certification courses for individuals through the MN DNR</td>
<td>Lamb</td>
</tr>
<tr>
<td>• Provide training and certificates of completion of Level I Watercraft Inspection Training</td>
<td>DNR</td>
</tr>
<tr>
<td>• Provide copies of certification to NFCRWD</td>
<td>Lamb</td>
</tr>
</tbody>
</table>

C. **EQUIPMENT & SUPPLIES**

The MN DNR has provided a standard operating procedure and protocol for conducting Level I watercraft inspections.

Each inspector is required to maintain their post at all times as assigned. Each inspector is required to conduct field surveys of every inspection completed with the public. All survey information is to be recorded and submitted to the MN DNR via their online submission application.

The intent of the NFCRWD is to treat each interaction with the public as an education opportunity to raise awareness of the threat of AIS, as well as the most current prevention methods.

Any equipment or materials provided by the NFCRWD or purchased with grant funding are the property of the purchasing partner. Any equipment or material purchased / provided by the consultant are the property of the consultant.

<table>
<thead>
<tr>
<th>Responsibility / Activity</th>
<th>Responsible Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
D. **PERSONNEL MANAGEMENT**

For the life of the Project, AIS inspectors will follow those protocols and policies as outlined by the most current version of the MN DNR AIS Watercraft Inspection Handbook.

Employees will be scheduled and managed to meet the goals as outlined in the Project work plan. The work plan may be modified through agreement of all parties in the event of a change in budget or modification of priorities. At no time, may any one partner modify the work plan without consent of the Project partners.

<table>
<thead>
<tr>
<th>Responsibility / Activity</th>
<th>Responsible Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Schedule inspectors at each access to meet work plan objectives</td>
<td>Lamb (lead), KLA, RLA, GLA</td>
</tr>
<tr>
<td>• Ensure all inspectors have the most current version of the DNR Inspection Manual</td>
<td>Lamb</td>
</tr>
<tr>
<td>• Gather and distribute applicable equipment and materials to inspectors as needed</td>
<td>Lamb</td>
</tr>
<tr>
<td>• Notify partners of substantial changes needed to the Project work plan</td>
<td>Lamb</td>
</tr>
</tbody>
</table>

IV. **REPORTING REQUIREMENTS**

A. **DATA MANAGEMENT**

Each inspector will collect survey data using the DNR’s application on an electronic tablet device. Data will need to be uploaded to the DNR via Wi-Fi connection at least weekly. Each inspector must complete each survey to the best of their ability for every inspection conducted.
### Responsibility / Activity

<table>
<thead>
<tr>
<th>Responsibility / Activity</th>
<th>Responsible Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Ensure data is uploaded weekly via Wi-Fi</td>
<td>Lamb</td>
</tr>
</tbody>
</table>

### B. PROJECT REVIEWS / SEMI-ANNUAL AND ANNUAL REPORTS

All survey data uploaded using the DNR application will be compiled by the DNR and sent to the delegated authority, in this case, the NFCRWD. The NFCRWD will share data with project partners.

Grantees are responsible for submitting all applicable grant reports. Partners are responsible for providing requested information within a timely manner.

<table>
<thead>
<tr>
<th>Responsibility / Activity</th>
<th>Responsible Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Obtain survey data from the DNR by Project end</td>
<td>NFCRWD</td>
</tr>
<tr>
<td>• Compile data and submit report for the Stearns AIS grant by November 1&lt;sup&gt;st&lt;/sup&gt;.</td>
<td>NFCRWD</td>
</tr>
<tr>
<td>• Distribute survey data to lake associations.</td>
<td>NFCRWD</td>
</tr>
<tr>
<td>• Compile 2017 AIS Program report in publication for handout at various Lake Associations and other meetings.</td>
<td>NFCRWD</td>
</tr>
</tbody>
</table>

### V. FISCAL MANAGEMENT

The NFCRWD will serve as fiscal manager for this Project.

Lamb is responsible to track all hours per sight and provide the NFCRWD with a billing statement at least monthly. The NFCRWD will approve invoices for payment once per month, to be approved by the Board on the second Monday of the month.

Lamb will submit invoices itemized as costs of total hours inspected per site within the billing timeframe. Costs of inspection hours must be broken out by site for future invoicing of Project contributors.

KLA and NFCRWD will maintain grant and contribution funds. The NFCRWD will act as fiscal agent for the grant and any negative balances will be reimbursed through a request to KLA for a distribution of contribution funds collected from outside entities.

<table>
<thead>
<tr>
<th>Responsibility / Activity</th>
<th>Responsible Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Track inspection hours realized per site. Submit invoices to the NFCRWD for payment approval.</td>
<td>LAMB</td>
</tr>
<tr>
<td>• Process monthly payment of submitted invoices. Payments will be approved the 2&lt;sup&gt;nd&lt;/sup&gt; Monday of each month at the regular scheduled Board meeting</td>
<td>NFCRWD</td>
</tr>
</tbody>
</table>
- Maintain financial records on a monthly basis to show Project expenditures and total funds spent to date. Notify Project partners of fund balances. Request reimbursement for funds from contributing Project Partners for negative fund balances. **NFCRWD**

- Maintain fund donations from outside entities for Project reimbursement. **KLA**

### A. Eligible Expenses for Reimbursement

The following is a list of expenses that are eligible for reimbursement. Eligible expenses are restricted to only those costs specific for Project expenses. Below is a list of eligible expenses:

- Materials / tools as listed in DNR Protocol
- Staff hours for attendance in mandatory training
- Staff inspection hours

### VI. Chain of Command

The NFCRWD will act as Project manager. The NFCRWD will act as fiscal agent for the Project. Any conflicts arising during the Project timeframe will be resolved by the NFCRWD acting through its delegation agreement.

### VII. MOU Timeframe of Agreement

This MOU shall remain in effect for the length of the Project and its subsequent continuations. Project start date will be determined based on ice-out conditions. Project end-date will be based on funding availability and weather / use conditions.

### VIII. Failure to Comply with MOU

The NFCRWD shall be the designated lead agency for the Project coordination as the delegated authority for the AIS Program.

Project partners are responsible to uphold roles and responsibilities delegated to them in this MOU. If at any time project partners fail to comply with this MOU, the lead agency may assume that partner’s responsibilities and reserves the right to terminate future requests for reimbursement. It shall be assumed that a failure of any project partner to uphold their delegated responsibilities is a statement of their unwillingness to collaborate on future Projects with any and all partners listed in this MOU.
This Memorandum of Understanding is the complete agreement between NFCRWD, KLA, RLA, and Lamb and may be amended only by written agreement signed by each of the entities involved.

North Fork Crow River Watershed District (“NFCRWD”)

Authorized Official: 

Signature: 

Printed Name and Title: 

Address: PO Box 40, 1030 Front St., Brooten, MN 56316

Telephone: 320-346-2869

Email: nfcrwrd@tds.net

Koronis Lake Association (“KLA”)

Authorized Official: 

Signature: 

Printed Name and Title: 

Address: 

Telephone: 

Email: 

Rice Lake Association (“RLA”)

Authorized Official: 

Signature: 

Printed Name and Title: 

Address: 

Telephone: 

Email: 

Lamb Labor Services (“LAMB”)

Authorized Official: 

Signature: 

Printed Name and Title: 

Address: 

Telephone: 

Email:
January 18, 2017

Dear Earth Day Supporter:

Our local Earth Day event got its start over 13 years ago at Prairie Woods Environmental Learning Center. Each April the community gathers for a day of fun, learning and a free breakfast. Past topics for the event have included conservation, the ethanol industry, soil health, and Minnesota’s natural history. In recent years, the event has been focusing on teaching people about watersheds and water quality issues.

The Earth Day celebration has grown each year, with up to an estimated 1,000 people attending. The event is a fantastic opportunity for local organizations and vendors to network with the public as they wander the display area and take in the keynote speaker. We find that often people come to the event with an interest in just one area of conservation or green living and leave with knowledge about several ways they can help our environment. There are activities for all ages, including a special area for kids.

For Earth Day 2017, we are requesting your support to help fund our Earth Day event. Expenses for the event include advertising, speaker fees, t-shirts for committee members so that they are more accessible to the public and supplies for the free breakfast. We are suggesting that each sponsoring organization contribute $400.00 to the event this year. Checks should be made to Prairie Woods Environmental Learning Center with Earth Day in the memo. Please consider this request, and we’ll see you at Earth Day on April 22th from 8am – 1pm at Prairie Woods ELC!

Sincerely,
Earth Day at PWELC Finance Committee
February 7, 2017

Cristopher Skonard
Christopher Lundeen
North Fork Crow River Watershed District
1030 Front Street
Brooten, MN 56316

RE: Grove Lake 2017 Vegetation Surveys

Dear Mr. Skonard and Mr. Lundeen:

Thank you for the opportunity to present this scope of work to complete Task 1 of the proposal submitted by Wenck Associates, Inc. (Wenck) dated September 23, 2015 in response to the North Fork Crow River Watershed’s (NFCRWD) request for proposal to develop an Aquatic Vegetation Management Plan for Grove Lake. The objective of the work is to perform one early summer (early to mid-June) and one late summer (mid to late August) aquatic vegetation survey on Grove Lake to identify plant species, particularly aquatic invasive species (AIS), and species abundance. Upon the completion of each survey, Wenck will prepare a summary table and a set of maps showing the location and abundance of plant species observed during the surveys. The maps and tables will be submitted to the North Fork Crow River Watershed District (NFCRWD) and the Grove Lake Lakeshore Association (GLLA) within two weeks of each survey.

Scope of Work

The scope of work is outlined below.

1. Perform Early Summer Vegetation Survey
   a. Contact DNR to obtain previous vegetation survey information/data for Grove Lake
   b. Conduct point intercept vegetation survey in June 2017.
   c. Prepare summary table and maps and submit to NFCRWD and GLLA.

2. Perform Late Summer Vegetation Survey (August 2017)
   b. Prepare summary table and maps and submit to NFCRWD and Lake Association.
   c. Communicate overall findings with NFCRWD and GLLA and discuss options and next steps.

Cost Estimate

Wenck will perform the work stated above on a time and materials basis for a total estimated cost of $6,295. A breakdown of our cost estimate is provided below.
Table 1: Tasks and estimated costs.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Labor Cost</th>
<th>Mileage/Equipment Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Early Summer Survey (June)</td>
<td>$2,748</td>
<td>$400</td>
<td>$3,148</td>
</tr>
<tr>
<td>2</td>
<td>Late Summer Survey (August)</td>
<td>$2,748</td>
<td>$399</td>
<td>$3,147</td>
</tr>
</tbody>
</table>

Total Project Cost $6,295

Our standard terms and conditions are attached. If this proposal is acceptable, please sign below and return a copy to me.

On behalf of the 300+ employee-owners of Wenck, thank you for this opportunity to work with the NFCRWD. Should you have any questions, or need clarification, please do not hesitate to contact me at 763-252-6833.

Sincerely,

Wenck Associates, Inc.

Jeff Strom
Associate

Authorization to Proceed:

________________________________________
Signature

________________________________________
Title

________________________________________
Date
GENERAL TERMS AND CONDITIONS

Article 1 Our Agreement

1.1 Our agreement with you consists of these General Terms and Conditions and the accompanying written proposal or authorization (Agreement). This Agreement is our entire Agreement and supersedes all prior agreements. This Agreement may be modified only in a writing signed by us, making specific reference to the provision modified. Directing us to start work prior to execution of this Agreement constitutes your acceptance of this Agreement.

1.2 The words “you,” “we,” “us,” and “our” include officers, employees, and subcontractors.

1.3 Any conflicting or additional terms in a purchase order, work order, or other form used to authorize our services are not part of our Agreement unless we specifically accept them in writing. If we cannot agree on mutually acceptable terms, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

Article 2 Our Responsibilities

2.1 We will provide the services specifically described in our Agreement. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our services, we will use that degree of care and skill ordinarily exercised by reputable members of our profession practicing under similar circumstances in the same locality at the same time.

2.3 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

2.4 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing. You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us.

2.5 Our estimates of construction or remediation costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

2.6 Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and that site conditions may change over time.

Article 3 Your Responsibilities

3.1 You agree to provide us with all site information and data to which you have access which may affect our services. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

3.2 You will provide access to the site. In the course of our work some damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site but we will not be responsible for reasonable or normal damage. We have not included the cost of restoration of such damage in the estimated charges.

3.3 You agree to provide us with information in your possession or control relating to contamination at the work site.

3.4 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storor, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

3.5 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

3.6 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Article 4 Reports and Records

4.1 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

4.2 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

4.3 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.
GENERAL TERMS AND CONDITIONS

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Article 5 Compensation

5.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person’s written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

5.4 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

5.5 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.6 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation.

5.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Article 6 Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party’s representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the proceeds from available insurance.

6.4 You agree to indemnify and defend us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.5 The prevailing party in any action relating to this agreement shall be entitled to recover its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

6.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury.

Article 7 General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Article 8 Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.5 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.
February 7, 2017

Mr. Cristopher Skonard
Administrator
North Fork Crow River Watershed District
1030 Front Street
Brooten MN 56316

Dear Mr. Skonard:

**RE: CD 32 – Branch 1 Additional Excavation**

In response to questions from Mid Minnesota Excavating and North Fork Crow River Watershed District staff, we have considered issues related to bid item A-17 – *Additional Ditch Excavation* at the upstream of CD 32 Branch 1. The request for additional excavation on the Hanson and Heieie properties was made to the NFCRWD board at a meeting in which legal guidance was offered that the landowner submit a statement that they would ‘hold harmless’ NFCRWD and RESPEC for any resulting issues from this excavation which was not part of the original project. With this understanding, the bid item was approved by RESPEC in change order 1, dated August 15, 2016 and was subsequently approved by the NFCRWD board. To the best of our knowledge such a letter stating hold harmless language has not been submitted.

Upon further review, RESPEC feels that it is not appropriate for the additional cleanout to be included in the CD32 repair project. The additional excavation was not included in the ditch plans that were reviewed by the Stearns County Technical Evaluation Panel (TEP) or approved by the Army Corps of Engineers, MN Department of Natural Resources, or Stearns County Environmental Services. Because these regulatory authorities did not review or approve this additional excavation, RESPEC feels that any potential risk associated with the excavation should be borne by the landowners and not by RESPEC or NFCRWD. Thus, we recommend that any excavation on the Hanson and Heieie properties should occur under a private arrangement between the landowners and a contractor. However, if the NFCRWD Board would like RESPEC to prepare the necessary documentation and coordinate with the agencies to seek regulatory approval, we can prepare an estimate for providing those services.

If you have any questions, please don’t hesitate to contact me by e-mail (Julie.Blackburn@respec.com) or telephone (651.605.5705).

Sincerely,

[Signature]

Julie Blackburn
Minnesota Manager
Technical Memorandum

To: Jim Wuertz  
NFCRWD Board Chairman

From: Joe Lewis, PE  
Houston Engineering, Inc. (HEI)

Subject: Request for Ditch Maintenance

Date: January 6, 2017

Project: Stearns County Ditch 21; Sections 11 & 12,  
Crow River Township  
5021-026

Background
The NFCRWD received a Request for Ditch Maintenance from landowners on Stearns County Ditch 21 (CD 21). The maintenance request is to remove sediment from 200 feet north (or upstream) of Stearns County Road 32 (CR 32) downstream to the end of the system. The purpose of this memorandum is to summarize the current ditch condition along the requested maintenance length, provide a repair recommendation and identify permitting needs associated with the recommended repair.

Earlier in 2016, the NFCRWD Board of Managers authorized HEI to complete field survey on CD 21 to collect channel profile elevations, soil borings and to prepare plan and profile drawings for the Main Trunk and Branch 3. From the field survey data collected on July 26, 2016, plan and profile drawings were prepared showing the current channel profile and the As-Constructed or Subsequently Improved Condition (ACSIC) profile. The ACSIC profile was determined using soil borings, 1907 plan and profile drawings from the original design, and documentation available from a repair that occurred between 1998-2000.

In December 2016, the NFCRWD Board of Managers approved a CD 21 repair project for the lower 1,300 feet of the public system. Additionally, this included 400 feet of open channel excavation below the end of the public system to ensure an adequate outlet to the North Fork Crow River. The NFCRWD is currently accepting bids for this repair.

Condition Summary
The current channel profile is significantly higher than the ACSIC profile along two segments: between stations 0+00 and 17+00 and between stations 24+40 and 42+00. The lower segment below station 17+00 is included in the upcoming repair project authorized in December 2016. Along the remaining length of the requested maintenance, the current channel profile is at or below the ACSIC profile. The upstream invert of the 383rd Ave culvert crossing at station 23+69 is significantly higher than the ACSIC profile elevation by approximately 3 feet.
Recommendation
The Engineer recommends maintenance by removing accumulated sediment between stations 24+40 and 42+00. Because the 383rd Ave culvert upstream invert elevation is above the ACSIC profile, sediment removal below the current invert elevation is not beneficial. If the repair profile is extended upstream from the current 383rd Ave culvert invert elevation to the ACSIC elevation at station 42+00, the grade is 0.3% which is less than the ACSIC profile grade but still restores most of the drainage function. If the 383rd Ave culvert is replaced now or at a later time, its recommended that sediment removal extend to the ACSIC profile.

For the remaining maintenance request length between stations 17+00 and 23+00 and between 42+00 and 66+00, the existing channel bottom is at or below the ACSIC profile and no sediment removal is recommended. The maintenance project could include vegetation removal to improve conveyance efficiency.

It's recommended that if any maintenance work from this request is authorized, it should be included in the project authorized in December 2016.

Permitting
From a review of aerial photographs and the National Wetland Inventory, wetlands may exist along the ditch between stations 24+40 and 37+00. If they do exist, which could be verified through field work, they would qualify for exemption criteria of the Wetland Conservation Act based on the wetland type and proposed scope of the drainage system work. No field work is recommended, but it is recommended that Stearns County be notified before the ditch maintenance is completed. No authorization from the US Army Corps of Engineer's is needed.
NOTES

1. CONTACT "GOPHER STATE ONE CALL" FOR LOCATIONS OF BURIED UTILITIES.
   CALL (651) 454-0002 OR (800) 252-1166.

2. HORIZONTAL CONTROL: STEARNS COUNTY, MINNESOTA DOT, US FOOT.
4. WITHIN SECTIONS 1, 11 AND 12 OF CROW RIVER TOWNSHIP AND SECTION 6 OF
   LAKE HENRY TOWNSHIP IN STEARNS COUNTY.
5. SOIL BORINGS SURVEYED JULY 26, 2016.

NOTES

AS-CONSTRUCTED AND SUBSEQUENTLY IMPROVED CONDITION (ACSIC) PROFILES ARE BASED ON
REPAIR PROJECT UPSTREAM OF STATION 64+00.

SHEET 1

PROJECT NO. 5021026

PLAN AND PROFILE

MAIN TRUNK

PRELIMINARY

NOT FOR CONSTRUCTION

LEGEND

DITCH PROFILE JULY 26, 2016
ACSIC PROFILE
NATURAL CHANNEL, REPAIR PROFILE
SOIL BORING
REPAIR PROFILE
## CD 21 Repair
### Bid Proposal Tabulation

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* - $5 difference between submitted total and sum of individual items
PROPOSAL

Quote Submitted to: North Fork Crow River Watershed District, Brooten, MN
Project: Stearns County Ditch No. 21 Repair
Quotes Due: 12:00 pm on February 3, 2017

STIPULATED AMOUNT: The Undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the Repair of Stearns County Ditch No. 21, all in accordance with the Plans, Specifications and other Contract Documents prepared by Houston Engineering, Inc., 6901 East Fish Lake Road, Suite 140, Maple Grove, Minnesota, 55369 for the prices shown below.

KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS: The Undersigned has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

CONTRACT TIME: If awarded the Contract, the Undersigned agrees to complete the Open Channel and Excavation work by March 31, 2017 and Seeding and Mulch by June 15, 2017.

OWNER’S RIGHTS RESERVED: The Undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any informality or technicality in any Proposal in the interest of the Owner.

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<tr>
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Contractor’s Signature ______________________ Date 1-31-17

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Ag Tech Drainage

Brad Herickhoff Owner / Pres

40536 US HWY 71

Seabury, MN 56378

Date 1-31-17

CITY STATE ZIP CODE
PROPOSAL

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Contractor's Signature

Date 2-2-17

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Finish Grade Const. Inc.

CONTRACTOR

Justin Bresel

BY

Owner TtLE

1181 39th Ave S.

BUSINESS ADDRESS

Minneapolis MN 5560

CITY STATE ZIP CODE

DATE 2-2-17

Phone 761-412-1871

4 of 9
PROPOSAL

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Contractor’s Signature

Duane Moench, Jr.

Date

1-30-17

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

DM Enterprises

CONTRACTOR

Duane Moench, Jr., Owner

BY

1490 County Road 100

BUSINESS ADDRESS

Wadena, MN 56482

CITY STATE ZIP CODE

1-30-17

DATE

4 of 9
PROPOSAL

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Contractor’s Signature

Howard Maathalee

Date

2-03-17

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

MBC Drainage LLC

CONTRACTOR

BY

Howard Maathalee

President

1850 3rd S St, Rockford, IL

BUSINESS ADDRESS

Starkville, MS 3478

CITY STATE ZIP CODE

2-3-17

DATE

4 of 9

Page 65 of 67
PROPOSAL

Quote Submitted to: North Fork Crow River Watershed District, Brooten, MN
Project: Stearns County Ditch No. 21 Repair
Quotes Due: 12:00 pm on February 3, 2017

STIPULATED AMOUNT: The Undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the Repair of Stearns County Ditch No. 21, all in accordance with the Plans, Specifications and other Contract Documents prepared by Houston Engineering, Inc., 6901 East Fish Lake Road, Suite 140, Maple Grove, Minnesota, 55369 for the prices shown below.

KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS: The Undersigned has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

CONTRACT TIME: If awarded the Contract, the Undersigned agrees to complete the Open Channel and Excavation work by March 31, 2017 and Seeding and Mulch by June 15, 2017.

OWNER'S RIGHTS RESERVED: The Undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any informality or technicality in any Proposal in the interest of the Owner.

QUOTE BID FORM

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>Lump Sum</td>
<td>1</td>
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<td>$1,000.00</td>
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<tr>
<td>2</td>
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<td>Seeding and Mulch</td>
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<tr>
<td>4</td>
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<td>Cubic Yard</td>
<td>900</td>
<td>$5.50</td>
<td>$4,950.00</td>
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<tr>
<td>5</td>
<td>½ CY Backhoe</td>
<td>Hours</td>
<td>4</td>
<td>$175.00</td>
<td>$700.00</td>
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<tr>
<td></td>
<td>Total Repair</td>
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<td></td>
<td>$15,755.00</td>
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</tbody>
</table>

Contractor’s Signature

[Signature]

Date

2-2-17

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

CONTRACTOR

[Signature]

President

TITLE

1792 165th Ave NE
BUSINESS ADDRESS

New London, MN 56273
CITY STATE ZIP CODE

DATE

2-2-17
PROPOSAL

Quote Submitted to: North Fork Crow River Watershed District, Broten, MN
Project: Stearns County Ditch No. 21 Repair
Quotes Due: 12:00 pm on February 3, 2017

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<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>1</td>
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<td>1,700</td>
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<td>$4,250.00</td>
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<tr>
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<tr>
<td>4</td>
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<td>Cubic Yard</td>
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<tr>
<td>5</td>
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</table>

Contractor’s Signature: [Signature]

Date: 2-3-17

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

CONTRACTOR

[Troy Soine] [President/Owner]

BY

[50480 368th St.]

BUSINESS ADDRESS

[Paynesville, MN 56367]

CITY STATE ZIP CODE

[2-3-17] DATE