

Regular Meeting – Agenda

June 8, 2020

Located at: 1030 Front Street at 7:00 p.m.

Please Contact the Administrator, nfcrwd@tds.net, by 5:00 pm May 8, 2020 for an Access Code.

Agenda Codes: BA-Board Action Required, D-Discussion Item

| <u>Time</u> | | <u>Packet</u> | <u>BA / D</u> |
|-------------|---|---------------|---------------|
| <u>7:00</u> | | <u>Page</u> | |
| | 1. Call to Order – President Brauchler | | |
| | 2. Reorganizational of the Board | | |
| | 3. Review & Approve Agenda – President <i>Additional items or correction to be added to the agenda for action or information.</i> | | BA |
| | 4. Consent Agenda Items (All items approved by one motion) <u>Treasurer’s Report and Bills to June 8, 2020.</u> | | BA |
| | a. Check Register - 106 Bonanza Checking Acct | Page 1 | |
| | b. P & L Detail – All Accounts | Page 2 | |
| | c. Balance Sheet – All Accounts | Page 5 | |
| | 5. <u>Minutes</u> | | |
| | a. May 11, 2020 Regular Meeting Minutes | Page 7 | BA |

REGULAR AGENDA ITEMS

| | | | |
|---|---------|--|-------------|
| 6. Staff Reports | | | |
| a. Administrator’s Report – Cris Skonard | | | |
| 1. Activity Report | | | D |
| 2. Bergen KDV Audit Report | Handout | | D/BA |
| 3. KLA Update: Engineers Report, Appraisers | Handout | | D/BA |
| 4. 1W1P MOAC - Resolution 2020-07 | Page 10 | | D/BA |
| 5. <u>Additional Business</u> | | | D/BA |
| b. Watershed Project Coordinator’s Report – Christopher Lundeen | | | |
| 1. Activity Report | | | D |
| 2. WPLMN Grant | Page 20 | | D/BA |
| 3. <u>Additional Business</u> | | | D/BA |
| c. Funds Manager / Administrative Assistant’s Report – Christine Knutson | | | |
| 1. As reported in Financial Statements | | | |
| 7. Program Reports | | | |
| a. Permit Report - None | | | |
| b. Drainage Report – Cris Skonard | | | |



| <u>Time</u> | <u>Packet Page</u> | <u>BA / D</u> |
|---|------------------------|---------------|
| 1. <u>JD 1 Main and Branches: Status Update:</u> Joe Lewis | | D/BA |
| Prairie Storm Update | | D/BA |
| JD1 Main Repair Update | | D/BA |
| 2. <u>CD 5:Update:</u> CR 130 Culvert | | D |
| 3. <u>CD 37:Update:</u> Kurt Deter | | D |
| 4. <u>CD 32:Update:</u> Kurt Deter | | D |
| 5. <u>Other Ditch Business -</u> | | D/BA |

c. Board Member Reports

8. Items for Next Meeting Agenda

9. Open Discussion from the Public

Please send comments/questions to the District Administrator at nfcrwsd@tds.net as the public will only be able to listen due to the meeting format.

10. Calendar Review

| <u>Meeting Date</u> | <u>Meeting Description</u> | <u>Meeting Location</u> | <u>Meeting Time</u> |
|---------------------|----------------------------|-------------------------|---------------------|
| Thu, Jul 9 | Viewers Seminar | Jackpot, Morton | 10:00 am |

11. FYI Items

- None

12. Adjournment

***** Next meeting: Monday, July 13, 2020 at 7:00 pm *****

NORTH FORK CROW RIVER WATERSHED DISTRICT

6/4/2020 11:56 AM

Register: 106 · Bonanza Checking

From 05/12/2020 through 06/08/2020

Sorted by: Date, Type, Number/Ref

| Date | Number | Payee | Account | Memo | Payment | C | Deposit | Balance |
|-------------|----------|-------------------------|----------------------------|---------------------|-----------|---|-----------|------------|
| 05/12/20... | | | 135 · Pirz Lake AIS Pr... | transfer to cov... | | X | 30.00 | -29,453.29 |
| 05/12/20... | | | 133 · SRF0268 | transfer to cov... | | X | 3,084.94 | -26,368.35 |
| 05/12/20... | | | 132 · NFCR Watershe... | transfer to cov... | | X | 1.50 | -26,366.85 |
| 05/12/20... | | | 128C · Meeker Cty 43 | transfer to cov... | | X | 15.00 | -26,351.85 |
| 05/12/20... | | | 116 · CD-5 | transfer to cov... | | X | 30.00 | -26,321.85 |
| 05/12/20... | | | 113 · CD-7 | transfer to cov... | | X | 260.55 | -26,061.30 |
| 05/12/20... | | | 120 · CD-21 | transfer to cov... | | X | 30.00 | -26,031.30 |
| 05/12/20... | | | 107 · Bonanza Adm. ... | transfer to cov... | | X | 46,238.17 | 20,206.87 |
| 05/13/20... | | | 2006 · Line of Credit:... | line of credit a... | | X | 7,793.13 | 28,000.00 |
| 05/15/20... | 15757 | Barchenger, James R | -split- | | 285.61 | X | | 27,714.39 |
| 05/15/20... | 15758 | Brauchler, Robert H | -split- | | 214.62 | | | 27,499.77 |
| 05/15/20... | 15759 | Hanson, John T | -split- | | 184.70 | X | | 27,315.07 |
| 05/15/20... | 15760 | Weller, James J | -split- | | 196.39 | X | | 27,118.68 |
| 05/15/20... | 15761 | Wuertz, James E | -split- | | 171.70 | X | | 26,946.98 |
| 05/15/20... | 15762 | Knutson, Christine | -split- | | 1,801.11 | X | | 25,145.87 |
| 05/15/20... | 15763 | Lundeen, Christophe... | -split- | | 1,919.59 | X | | 23,226.28 |
| 05/15/20... | 15764 | Skonard, Cristopher J | -split- | | 2,484.59 | X | | 20,741.69 |
| 05/15/20... | 15765 | Christine Knutson H... | 2102 · Employee 125 ... | BVSB HSA ac... | 337.50 | X | | 20,404.19 |
| 05/15/20... | 15766 | PERA | -split- | 9361-00 Pay d... | 1,151.96 | X | | 19,252.23 |
| 05/15/20... | 15767 | Cristopher Skonard -... | -split- | claim | 110.41 | X | | 19,141.82 |
| 05/15/20... | 15768 | TDS Telecom | 625 · Phone/Internet/... | acct #320-346-... | 258.77 | X | | 18,883.05 |
| 05/31/20... | | | 403 · Interest Income | Interest | | X | 10.76 | 18,893.81 |
| 05/31/20... | 15769 | Knutson, Christine | -split- | | 1,648.02 | | | 17,245.79 |
| 05/31/20... | 15770 | Lundeen, Christophe... | -split- | | 1,795.65 | | | 15,450.14 |
| 05/31/20... | 15771 | Skonard, Cristopher J | -split- | | 2,484.58 | | | 12,965.56 |
| 05/31/20... | 15772 | Christine Knutson H... | 2102 · Employee 125 ... | BVSB HSA ac... | 337.50 | | | 12,628.06 |
| 05/31/20... | 15773 | PERA | -split- | 9361-00 Pay ... | 991.77 | | | 11,636.29 |
| 05/31/20... | 15774 | Mn Department of R... | 2100 · Payroll Liabilit... | 1150230 | 620.00 | | | 11,016.29 |
| 05/31/20... | 15775 | Christopher Lundee... | -split- | Claim | 77.06 | | | 10,939.23 |
| 05/31/20... | 15776 | Cristopher Skonard -... | -split- | claim | 182.85 | | | 10,756.38 |
| 06/01/20... | | | 401 · Grants | Drng Rec final... | | | 1,750.00 | 12,506.38 |
| 06/01/20... | 15777 | Verizon Wireless | 625 · Phone/Internet/... | acct# 4420960... | 35.01 | | | 12,471.37 |
| 06/01/20... | | | 107 · Bonanza Adm. ... | transfer elec de... | 1,750.00 | | | 10,721.37 |
| 06/04/20... | ACH115 | United States Treasury | -split- | 41-1529282 | 3,687.88 | | | 7,033.49 |
| 06/08/20... | To Print | BerganKDV, Ltd. C ... | 648 · Accounting | Client No. 064... | 5,525.00 | | | 1,508.49 |
| 06/08/20... | To Print | RMB Environmental... | -split- | inv# 501621 | 277.00 | | | 1,231.49 |
| 06/08/20... | To Print | LAMB Labor Servic... | -split- | inv 4352, 4351 | 13,305.00 | | | -12,073.51 |
| 06/08/20... | To Print | Houston Engineerin... | -split- | inv 48520,-21,... | 2,037.18 | | | -14,110.69 |
| 06/08/20... | To Print | MN Computer Syste... | -split- | inv. #292495 | 31.49 | | | -14,142.18 |

| Type | Date | Num | Name | Memo | Class | Split | Amount |
|--|------------|-------------|------------------------|---|--------------------------------|------------------|-----------------|
| Ordinary Income/Expense | | | | | | | |
| Income | | | | | | | |
| 401 - Grants | | | | | | | |
| General... | 05/12/2020 | grantDefRev | | Drng Records Mod Grant part of approved 5/11 mtg - grant owes \$1750 | Administrative | 2675.12 - Drm... | 2,845.75 |
| General... | 05/12/2020 | grantDefRev | | CD5,29,37 Subvtr Grant approved expenses 5/11 mtg | Administrative | 2675.12 - Drm... | 15.00 |
| Deposit | 06/01/2020 | 00022700 | State of MN - BWSR | Drng Rec Modernization Grant final installment | Administrative:Drng Record... | 106 - Bonanz... | 1,750.00 |
| Total 401 - Grants | | | | | | | 4,610.75 |
| 403 - Interest Income | | | | | | | |
| Deposit | 05/31/2020 | | | Interest | Administrative | 106 - Bonanz... | 10.76 |
| Total 403 - Interest Income | | | | | | | 10.76 |
| Total Income | | | | | | | 4,621.51 |
| Gross Profit | | | | | | | |
| Expense | | | | | | | |
| 600 - Administrator Mi. reimb non-tax | | | | | | | |
| Check | 05/15/2020 | 15767 | Cristopher Skonard ... | 26mi@.575/mi JD1 check water levels@Prairie Storm & leveling of Kaminski prop 5/1(comm... | 1-JD | 106 - Bonanz... | 14.95 |
| Check | 05/15/2020 | 15767 | Cristopher Skonard ... | 32mi@.575/mi JD1 check check beaver dams 5/4 (commute adjusted) | 1-JD | 106 - Bonanz... | 18.40 |
| Check | 05/15/2020 | 15767 | Cristopher Skonard ... | 26mi@.575/mi JD1 verify beaver dam removal 5/6 (commute adjusted) | 1-JD | 106 - Bonanz... | 14.95 |
| Check | 05/15/2020 | 15767 | Cristopher Skonard ... | 20mi@.575/mi JD1 check water flows 5/8 | 1-JD | 106 - Bonanz... | 11.50 |
| Check | 05/15/2020 | 15767 | Cristopher Skonard ... | 24mi@.575/mi CD32 on-site during tile replacement 5/11 | 32-CD:Redetermined CD32 | 106 - Bonanz... | 13.80 |
| Check | 05/15/2020 | 15767 | Cristopher Skonard ... | 24mi@.575/mi CD32 on-site during tile replacement 5/12(Part of 42m-commute adjusted) | 32-CD:Redetermined CD32 | 106 - Bonanz... | 13.80 |
| Check | 05/15/2020 | 15767 | Cristopher Skonard ... | 9mi@.575/mi CD5 inspect system-culvert replacement 5/13 (commute adjusted) | 5-CD | 106 - Bonanz... | 5.18 |
| Check | 05/15/2020 | 15767 | Cristopher Skonard ... | 9mi@.575/mi CD4 inspect system 5/12 (Part of 42m-commute adjusted) | 4-CD Meeker:Redetermined ... | 106 - Bonanz... | 5.18 |
| Check | 05/15/2020 | 15767 | Cristopher Skonard ... | 22mi@.575/mi CD32 check tile replacement progress 5/13 (commute adjusted) | 32-CD:Redetermined CD32 | 106 - Bonanz... | 12.65 |
| Check | 05/31/2020 | 15776 | Cristopher Skonard ... | 24mi@.575/mi CD32 check Marthaler/Weller ditch closure 5/15 | 32-CD:Redetermined CD32 | 106 - Bonanz... | 13.80 |
| Check | 05/31/2020 | 15776 | Cristopher Skonard ... | 26mi@.575/mi JD1 meet JB to inspect upper end JD1 5/18(commute adjusted) | 1-JD | 106 - Bonanz... | 14.95 |
| Check | 05/31/2020 | 15776 | Cristopher Skonard ... | 20mi@.575/mi Admin -check dam on Prairie Storm (PS) 5/20 (commute adjusted) | Administrative | 106 - Bonanz... | 11.50 |
| Check | 05/31/2020 | 15776 | Cristopher Skonard ... | 20mi@.575/mi Admin -pull boards on main structure at PS 5/22 (commute adjusted) | Administrative | 106 - Bonanz... | 11.50 |
| Check | 05/31/2020 | 15776 | Cristopher Skonard ... | 72mi@.575/mi Admin -pull beaver dam at PS 5/24 | Administrative | 106 - Bonanz... | 41.40 |
| Check | 05/31/2020 | 15776 | Cristopher Skonard ... | 72mi@.575/mi Admin -pull beaver dam at PS 5/25 | Administrative | 106 - Bonanz... | 41.40 |
| Check | 05/31/2020 | 15776 | Cristopher Skonard ... | 36mi@.575/mi JD1 - pre-con meeting w/HEI, MBC 5/27 | 1-JD | 106 - Bonanz... | 20.70 |
| Check | 05/31/2020 | 15776 | Cristopher Skonard ... | 24mi@.575/mi JD1 -pull beaver dam JD1, Br8 & PS 5/28 | 1-JD | 106 - Bonanz... | 13.80 |
| Check | 05/31/2020 | 15776 | Cristopher Skonard ... | 24mi@.575/mi JD1 -pull beaver dam JD1, Br8 & PS 5/29 | 1-JD | 106 - Bonanz... | 13.80 |
| Total 600 - Administrator Mi. reimb non-tax | | | | | | | 293.26 |
| 601 - Administrator Salary | | | | | | | |
| General... | 06/02/2020 | mgrBillable | | 20 hrs@48.73/hr Payroll May Admin JD1 gen work, landowner followup, mtg | 1-JD | 6221 - Admin... | 974.60 |
| General... | 06/02/2020 | mgrBillable | | 17 hrs@48.73/hr Payroll May Admin CD32 landowner followup | 32-CD:Redetermined CD32 | 6221 - Admin... | 828.41 |
| General... | 06/02/2020 | mgrBillable | | 2 hrs@48.73/hr Payroll May Admin CD36R landowner followup | 36-CD:Redetermined CD36 | 6221 - Admin... | 97.46 |
| General... | 06/02/2020 | mgrBillable | | 1 hrs@48.73/hr Payroll May Admin CD5 landowner followup | 5-CD | 6221 - Admin... | 48.73 |
| General... | 06/02/2020 | mgrBillable | | 1.5 hrs@48.73/hr Payroll May Admin CD4 landowner followup | 4-CD Meeker:Redetermined ... | 6221 - Admin... | 73.10 |
| General... | 06/02/2020 | mgrBillable | | May total Admin billable payroll exp to ditches | Administrative | 6221 - Admin... | -2,022.30 |
| General... | 06/02/2020 | KL AIS Bill | | 2 hrs@48.73/hr Payroll May Admin Koronis Lake Project meeting | Koronis Lake AIS Project 20... | -SPLIT- | 97.46 |
| General... | 06/02/2020 | KL AIS Bill | | 2 hrs@48.73/hr Payroll May Admin Koronis Lake Project meeting | Administrative | 601 - Adminl... | -97.46 |
| Total 601 - Administrator Salary | | | | | | | 0.00 |
| 601.2 - Admin. Cell Phone Stipend | | | | | | | |
| Paycheck | 05/15/2020 | 15764 | Skonard, Christopher J | | Administrative | 106 - Bonanz... | 25.00 |
| Paycheck | 05/31/2020 | 15771 | Skonard, Christopher J | | Administrative | 106 - Bonanz... | 25.00 |
| Total 601.2 - Admin. Cell Phone Stipend | | | | | | | 50.00 |
| 6011 - Past Administrator Salary | | | | | | | |
| Paycheck | 05/15/2020 | 15764 | Skonard, Christopher J | | Administrative | 106 - Bonanz... | 3,041.67 |
| Paycheck | 05/31/2020 | 15771 | Skonard, Christopher J | | Administrative | 106 - Bonanz... | 3,041.66 |
| Total 6011 - Past Administrator Salary | | | | | | | 6,083.33 |
| 601A - WD FlexPlan Contribution/Admin | | | | | | | |
| Paycheck | 05/15/2020 | 15764 | Skonard, Christopher J | | Administrative | 106 - Bonanz... | 350.00 |
| Paycheck | 05/31/2020 | 15771 | Skonard, Christopher J | | Administrative | 106 - Bonanz... | 350.00 |
| Total 601A - WD FlexPlan Contribution/Admin | | | | | | | 700.00 |
| 606 - Data Collection Expense | | | | | | | |
| Check | 06/08/2020 | | Grove Lake | inv 501621: 5/19 collect: GLO | Survey & Data Acquisition | 106 - Bonanz... | 26.00 |
| Check | 06/08/2020 | | JD1Br12 | inv 501621: 5/19 collect: JD1Br12 | Survey & Data Acquisition | 106 - Bonanz... | 71.00 |
| Check | 06/08/2020 | | Hwy 27 | inv 501621: 5/19 collect: NF Hwy 27 | Survey & Data Acquisition | 106 - Bonanz... | 58.00 |
| Check | 06/08/2020 | | Hwy 19 | inv 501621: 5/19 collect: NF Hwy 19 | Survey & Data Acquisition | 106 - Bonanz... | 71.00 |
| Check | 06/08/2020 | | 365th St | inv 501621: 5/19 collect: NF 365th | Survey & Data Acquisition | 106 - Bonanz... | 26.00 |
| Check | 06/08/2020 | | RMB Environmental ... | inv 501621: 5/19 collect: courier expense | Survey & Data Acquisition | 106 - Bonanz... | 25.00 |
| Total 606 - Data Collection Expense | | | | | | | 277.00 |
| 612 - Manager Mileage | | | | | | | |
| 612A - Taxable Manager Mileage | | | | | | | |
| Paycheck | 05/15/2020 | 15757 | Barchenger, James R | | Administrative | 106 - Bonanz... | 39.68 |
| Paycheck | 05/15/2020 | 15758 | Brauchler, Robert H | | Administrative | 106 - Bonanz... | 0.00 |
| Paycheck | 05/15/2020 | 15759 | Hanson, John T | | Administrative | 106 - Bonanz... | 0.00 |
| Paycheck | 05/15/2020 | 15760 | Weller, James J | | Administrative | 106 - Bonanz... | 12.65 |
| Paycheck | 05/15/2020 | 15761 | Wuertz, James E | | Administrative | 106 - Bonanz... | 0.00 |
| General... | 05/15/2020 | mgrBillable | | CD32R - JB 25mi@.575/mi - Boyd level dirt 4/29 | 32-CD:Redetermined CD32 | 613 - Manage... | 14.38 |
| General... | 05/15/2020 | mgrBillable | | CD32R - JB 25mi@.575/mi - Boyd level dirt 4/29 | Administrative | 613 - Manage... | -14.38 |
| Total 612A - Taxable Manager Mileage | | | | | | | 62.33 |
| Total 612 - Manager Mileage | | | | | | | 62.33 |
| 613 - Manager Pay | | | | | | | |
| Paycheck | 05/15/2020 | 15757 | Barchenger, James R | | Administrative | 106 - Bonanz... | 100.00 |
| Paycheck | 05/15/2020 | 15757 | Barchenger, James R | | Administrative | 106 - Bonanz... | 90.00 |
| Paycheck | 05/15/2020 | 15757 | Barchenger, James R | | Administrative | 106 - Bonanz... | 100.00 |
| Paycheck | 05/15/2020 | 15758 | Brauchler, Robert H | | Administrative | 106 - Bonanz... | 100.00 |
| Paycheck | 05/15/2020 | 15758 | Brauchler, Robert H | | Administrative | 106 - Bonanz... | 100.00 |
| Paycheck | 05/15/2020 | 15758 | Brauchler, Robert H | | Administrative | 106 - Bonanz... | 50.00 |
| Paycheck | 05/15/2020 | 15759 | Hanson, John T | | Administrative | 106 - Bonanz... | 100.00 |
| Paycheck | 05/15/2020 | 15759 | Hanson, John T | | Administrative | 106 - Bonanz... | 100.00 |
| Paycheck | 05/15/2020 | 15760 | Weller, James J | | Administrative | 106 - Bonanz... | 100.00 |
| Paycheck | 05/15/2020 | 15760 | Weller, James J | | Administrative | 106 - Bonanz... | 100.00 |
| Paycheck | 05/15/2020 | 15761 | Wuertz, James E | | Administrative | 106 - Bonanz... | 100.00 |
| Paycheck | 05/15/2020 | 15761 | Wuertz, James E | | Administrative | 106 - Bonanz... | 100.00 |
| General... | 05/15/2020 | mgrBillable | | CD32R JB 2 hrs - Boyd level dirt 4/29 | 32-CD:Redetermined CD32 | -SPLIT- | 60.00 |
| General... | 05/15/2020 | mgrBillable | | CD32R JB 2 hrs - Boyd level dirt 4/29 | Administrative | 613 - Manage... | -60.00 |
| Total 613 - Manager Pay | | | | | | | 1,140.00 |
| 618 - Project Billable Exp. Reimbrsmnt | | | | | | | |
| General... | 06/02/2020 | mgrBillable | | 25 hrs@20.12/hr add'l billable exp May FdsMgr JD1 financial stmt | 1-JD | 6221 - Admin... | 5.03 |
| General... | 06/02/2020 | mgrBillable | | 20 hrs@20.12/hr add'l billable exp. May Admin JD1 gen work, landowner followup, mtg | 1-JD | 6221 - Admin... | 402.40 |

NORTH FORK CROW RIVER WATERSHED DISTRICT

Profit & Loss Detail

May 12 through June 8, 2020

| Type | Date | Num | Name | Memo | Class | Split | Amount |
|---|------------|-------------|------------------------|---|---------------------------------|------------------|------------------|
| General... | 06/02/2020 | mgrBillable | | .25 hrs@20.12/hr add'l billable exp May FdsMgr CD29R financial stmt | 29-CD:Redetermined CD29 | 6221 · Admin... | 5.03 |
| General... | 06/02/2020 | mgrBillable | | .25 hrs@20.12/hr add'l billable exp May FdsMgr JD2 financial stmt | 2-JD:Redetermined JD2 | 6221 · Admin... | 5.03 |
| General... | 06/02/2020 | mgrBillable | | .5 hrs@20.12/hr add'l billable exp May FdsMgr CD32 financial stmt | 32-CD:Redetermined CD32 | 6221 · Admin... | 10.06 |
| General... | 06/02/2020 | mgrBillable | | 17 hrs@20.12/hr add'l billable exp May Admin CD32 landowner followup | 32-CD:Redetermined CD32 | 6221 · Admin... | 342.04 |
| General... | 06/02/2020 | mgrBillable | | 2 hrs@20.12/hr add'l billable exp May Admin CD36R landowner followup | 36-CD:Redetermined CD36 | 6221 · Admin... | 40.24 |
| General... | 06/02/2020 | mgrBillable | | 1 hrs@20.12/hr add'l billable exp May Admin CD5 landowner followup | 5-CD | 6221 · Admin... | 20.12 |
| General... | 06/02/2020 | mgrBillable | | .25 hrs@20.12/hr add'l billable exp May FdsMgr CD7 Financial stmt | 7-CD | 6221 · Admin... | 5.03 |
| General... | 06/02/2020 | mgrBillable | | 1.5 hrs@20.12/hr add'l billable exp May Admin CD4 landowner followup | 4-CD Meeker:Redetermined ... | 6221 · Admin... | 30.18 |
| General... | 06/02/2020 | mgrBillable | | May total staff billable add'l expense exp to ditches | Administrative | 6221 · Admin... | -865.16 |
| General... | 06/02/2020 | grantHrBill | | May total FdsMgr billable payroll exp to ditches | Administrative:CD5,29,37 S... | 6221 · Admin... | 5.03 |
| General... | 06/02/2020 | grantHrBill | | 3.5 hrs@20.11/hr add'l billable exp May ProjCoord CD5, 29,37 Subwtr grant proj design/... | Administrative:CD5,29,37 S... | 6221 · Admin... | 70.38 |
| General... | 06/02/2020 | grantHrBill | | May total staff billable add'l expense exp to grants | Administrative | 6221 · Admin... | -75.41 |
| General... | 06/02/2020 | S&DHRMiBill | | 16 hrs@20.11/hr add'l billable exp May ProjCoord S&D billable - sampling - proj design-p... | Survey & Data Acquisition | 646A · Water ... | 321.76 |
| General... | 06/02/2020 | S&DHRMiBill | | 16 hrs@20.11/hr add'l billable exp May ProjCoord S&D billable - sampling - proj design-p... | Administrative | 646A · Water ... | -321.76 |
| General... | 06/02/2020 | KL AIS Bill | | 2 hrs@20.12/hr add'l billable exp May Admin Koronis Lake Project meeting | Koronis Lake AIS Project 20... | 601 · Admini... | 40.24 |
| General... | 06/02/2020 | KL AIS Bill | | 2 hrs@20.12/hr add'l billable exp May Admin Koronis Lake Project meeting | Administrative | 601 · Admini... | -40.24 |
| Total 618 · Project Billable Exp. Reimbrsmnt | | | | | | | 0.00 |
| 619 · Office Expense & Supplies | | | | | | | |
| Check | 06/08/2020 | | MN Computer Syste... | base rate 5/12/20-6/1/2020 & IT contract support (tax exempt) | Administrative | 106 · Bonanz... | 24.00 |
| Check | 06/08/2020 | | MN Computer Syste... | overage charge | Administrative | 106 · Bonanz... | 7.49 |
| Total 619 · Office Expense & Supplies | | | | | | | 31.49 |
| 6221 · Admin.Assistant wages | | | | | | | |
| Paycheck | 05/15/2020 | 15762 | Knutson, Christine | | Administrative | 106 · Bonanz... | 2,461.36 |
| Paycheck | 05/31/2020 | 15769 | Knutson, Christine | | Administrative | 106 · Bonanz... | 2,237.60 |
| General... | 06/02/2020 | mgrBillable | | .25 hrs@39.88/hr payroll May FdsMgr JD1 financial stmt | 1-JD | -SPLIT- | 9.97 |
| General... | 06/02/2020 | mgrBillable | | .25 hrs@39.88/hr payroll May FdsMgr CD29R financial stmt | 29-CD:Redetermined CD29 | 6221 · Admin... | 9.97 |
| General... | 06/02/2020 | mgrBillable | | .25 hrs@39.88/hr payroll May FdsMgr JD2 financial stmt | 2-JD:Redetermined JD2 | 6221 · Admin... | 9.97 |
| General... | 06/02/2020 | mgrBillable | | .5 hrs@39.88/hr payroll May FdsMgr CD32 financial stmt | 32-CD:Redetermined CD32 | 6221 · Admin... | 19.94 |
| General... | 06/02/2020 | mgrBillable | | .25 hrs@39.88/hr payroll May FdsMgr CD7 Financial stmt | 7-CD | 6221 · Admin... | 9.97 |
| General... | 06/02/2020 | mgrBillable | | May total FdsMgr billable payroll exp to ditches | Administrative | 6221 · Admin... | -59.82 |
| General... | 06/02/2020 | grantHrBill | | .25 hrs@39.88/hr Payroll May FdsMgr CD5,29,37 Subwtrshed Grant financial stmt prep (Ad... | Administrative:CD5,29,37 S... | -SPLIT- | 9.97 |
| General... | 06/02/2020 | grantHrBill | | May total FdsMgr billable payroll exp to grants | Administrative | 6221 · Admin... | -9.97 |
| Total 6221 · Admin.Assistant wages | | | | | | | 4,698.96 |
| 6221A · WD Flex Plan Contr.Bookkeeper | | | | | | | |
| Paycheck | 05/15/2020 | 15762 | Knutson, Christine | | Administrative | 106 · Bonanz... | 350.00 |
| Paycheck | 05/31/2020 | 15769 | Knutson, Christine | | Administrative | 106 · Bonanz... | 350.00 |
| Total 6221A · WD Flex Plan Contr.Bookkeeper | | | | | | | 700.00 |
| 625 · Phone/Internet/Website Expense | | | | | | | |
| Check | 05/15/2020 | 15768 | TDS Telecom | 5/13/2020-6/12/2020 service (phone/internet)- upgrade to 50M | Administrative | 106 · Bonanz... | 258.77 |
| Check | 06/01/2020 | 15777 | Verizon Wireless | mobile broadband charge for drng tablet (4/24-5/23) | Administrative:Riparian Aid... | 106 · Bonanz... | 35.01 |
| Total 625 · Phone/Internet/Website Expense | | | | | | | 293.78 |
| 626 · Engineering | | | | | | | |
| Check | 06/08/2020 | | Houston Engineerin... | Inv 48520: CD5 Repair Ph2-const. Staking & Observ Proj R165021-0024 | 5-CD | 106 · Bonanz... | 95.00 |
| Check | 06/08/2020 | | Houston Engineerin... | Inv 48521: JD1 Repair Ph 3 CR22 to Mud Lk. proj R175021-0027 | 1-JD | 106 · Bonanz... | 570.00 |
| Check | 06/08/2020 | | Houston Engineerin... | Inv 48521: JD1 Repair Ph4 2020 Repairs proj R175021-0027 | 1-JD | 106 · Bonanz... | 380.00 |
| Check | 06/08/2020 | | Houston Engineerin... | Inv 48522: CD32 Tile Repair proj R005021-0034 | 32-CD:Redetermined CD32 | 106 · Bonanz... | 992.18 |
| Total 626 · Engineering | | | | | | | 2,037.18 |
| 629E · PERA - staff | | | | | | | |
| Paycheck | 05/15/2020 | 15762 | Knutson, Christine | | Administrative | 106 · Bonanz... | 184.60 |
| Paycheck | 05/15/2020 | 15763 | Lundeen, Christoph... | | Administrative | 106 · Bonanz... | 148.89 |
| Paycheck | 05/15/2020 | 15764 | Skonard, Cristopher J | | Administrative | 106 · Bonanz... | 228.13 |
| Paycheck | 05/31/2020 | 15769 | Knutson, Christine | | Administrative | 106 · Bonanz... | 167.82 |
| Paycheck | 05/31/2020 | 15770 | Lundeen, Christoph... | | Administrative | 106 · Bonanz... | 135.36 |
| Paycheck | 05/31/2020 | 15771 | Skonard, Cristopher J | | Administrative | 106 · Bonanz... | 228.13 |
| Total 629E · PERA - staff | | | | | | | 1,092.93 |
| 629M · PERA - managers | | | | | | | |
| Paycheck | 05/15/2020 | 15757 | Barchenger, James R | | Administrative | 106 · Bonanz... | 21.75 |
| Paycheck | 05/15/2020 | 15758 | Brauchler, Robert H | | Administrative | 106 · Bonanz... | 16.75 |
| Paycheck | 05/15/2020 | 15761 | Wuertz, James E | | Administrative | 106 · Bonanz... | 15.00 |
| Total 629M · PERA - managers | | | | | | | 55.50 |
| 639 · Contract Labor | | | | | | | |
| Check | 06/08/2020 | | LAMB Labor Service... | inv 4352: AIS training for 2020 inspectors | Administrative:AIS project | 106 · Bonanz... | 836.00 |
| Check | 06/08/2020 | | LAMB Labor Service... | 198 May AIS inspect hrs Lk Koronis Hwy 55 - inv 4351 | Administrative:AIS project | 106 · Bonanz... | 3,663.00 |
| Check | 06/08/2020 | | LAMB Labor Service... | 172 May AIS inspect hrs Lk Koronis Veterans - inv 4351 | Administrative:AIS project | 106 · Bonanz... | 3,182.00 |
| Check | 06/08/2020 | | LAMB Labor Service... | 30 May AIS inspect hrs Lk Koronis County Park - inv 4351 | Administrative:AIS Steams ... | 106 · Bonanz... | 655.00 |
| Check | 06/08/2020 | | LAMB Labor Service... | 113 May AIS inspect hrs Rice Lk N #1 Shauman - inv 4351 | Administrative:AIS project | 106 · Bonanz... | 2,090.50 |
| Check | 06/08/2020 | | LAMB Labor Service... | 121 May AIS inspect hrs Rice Lk S #2 Co. Rd. 34 - inv 4351 | Administrative:AIS project | 106 · Bonanz... | 2,238.50 |
| Check | 06/08/2020 | | LAMB Labor Service... | 40 May AIS inspect hrs Grove Lk - inv 4351 | Administrative:AIS project | 106 · Bonanz... | 740.00 |
| Total 639 · Contract Labor | | | | | | | 13,305.00 |
| 646A · Water Technician's wages | | | | | | | |
| Paycheck | 05/15/2020 | 15763 | Lundeen, Christoph... | | Administrative | 106 · Bonanz... | 1,965.28 |
| Paycheck | 05/31/2020 | 15770 | Lundeen, Christoph... | | Administrative | 106 · Bonanz... | 1,804.80 |
| General... | 06/02/2020 | grantHrBill | | 3.5 hrs@32.99/hr Payroll May ProjCoord CD5, 29,37 Subwtr grant proj design/planning (A... | Administrative:CD5,29,37 S... | 6221 · Admin... | 116.47 |
| General... | 06/02/2020 | grantHrBill | | May total ProjCoord billable payroll exp to grants | Administrative | 6221 · Admin... | -116.47 |
| General... | 06/02/2020 | grantHrBill | | 19.5 hrs@53.10/hr May ProjCoord AltDrng INKIND Mapping/data analysis (PD) | Administrative:Inkind -CD5, ... | 6221 · Admin... | 1,035.45 |
| General... | 06/02/2020 | grantHrBill | | 19.5 hrs@53.10/hr May ProjCoord AltDrng INKIND Mapping/data analysis (PD) | Administrative | 6221 · Admin... | -1,035.45 |
| General... | 06/02/2020 | S&DHRMiBill | | 16 hrs@32.99/hr Payroll May ProjCoord S&D billable - sampling - proj design-planning | Survey & Data Acquisition | -SPLIT- | 527.84 |
| General... | 06/02/2020 | S&DHRMiBill | | 16 hrs@32.99/hr Payroll May ProjCoord S&D billable - sampling - proj design-planning | Administrative | 646A · Water ... | -527.84 |
| Total 646A · Water Technician's wages | | | | | | | 3,790.08 |
| 646C · WD FlexPlanContribution/Lundeen | | | | | | | |
| Paycheck | 05/15/2020 | 15763 | Lundeen, Christoph... | | Administrative | 106 · Bonanz... | 350.00 |
| Paycheck | 05/31/2020 | 15770 | Lundeen, Christoph... | | Administrative | 106 · Bonanz... | 350.00 |
| Total 646C · WD FlexPlanContribution/Lundeen | | | | | | | 700.00 |
| 648 · Accounting | | | | | | | |
| Check | 06/08/2020 | | BerganKDV, Ltd. C.c... | remaining exp: audit of 2019 financial stmts, prep of report, assembly, editing, printing | Administrative | 106 · Bonanz... | 5,525.00 |
| Total 648 · Accounting | | | | | | | 5,525.00 |
| 650 · Technician Miles Reimb. non-tax | | | | | | | |
| Check | 05/31/2020 | 15775 | Christopher Lunde... | 53m@.875/mi drop off lake volunteer samplers coolers 5/19 (commute adjusted) | Survey & Data Acquisition | 106 · Bonanz... | 30.48 |
| Check | 05/31/2020 | 15775 | Christopher Lunde... | 33m@.875/mi Pickup/Drop off lake samples Pirz&Koronis 6/26 (commute adjusted) | Survey & Data Acquisition | 106 · Bonanz... | 19.98 |
| Check | 05/31/2020 | 15775 | Christopher Lunde... | 48m@.875/mi Pickup/Drop off lake samples Rice & stop by office 5/27 (commute adjusted) | Survey & Data Acquisition | 106 · Bonanz... | 27.60 |
| Total 650 · Technician Miles Reimb. non-tax | | | | | | | 77.06 |

| Type | Date | Num | Name | Memo | Class | Split | Amount |
|---|------------|-------------|-----------------------|--|---------------------------|------------------|------------|
| 6560 - Payroll Expenses-SS&Medicare | | | | | | | |
| Paycheck | 05/15/2020 | 15757 | Barchenger, James R | | Administrative | 106 - Bonanz... | 20.44 |
| Paycheck | 05/15/2020 | 15757 | Barchenger, James R | | Administrative | 106 - Bonanz... | 4.78 |
| Paycheck | 05/15/2020 | 15758 | Brauchler, Robert H | | Administrative | 106 - Bonanz... | 15.50 |
| Paycheck | 05/15/2020 | 15758 | Brauchler, Robert H | | Administrative | 106 - Bonanz... | 3.63 |
| Paycheck | 05/15/2020 | 15759 | Hanson, John T | | Administrative | 106 - Bonanz... | 12.40 |
| Paycheck | 05/15/2020 | 15759 | Hanson, John T | | Administrative | 106 - Bonanz... | 2.90 |
| Paycheck | 05/15/2020 | 15760 | Weller, James J | | Administrative | 106 - Bonanz... | 13.18 |
| Paycheck | 05/15/2020 | 15760 | Weller, James J | | Administrative | 106 - Bonanz... | 3.08 |
| Paycheck | 05/15/2020 | 15761 | Wuertz, James E | | Administrative | 106 - Bonanz... | 12.40 |
| Paycheck | 05/15/2020 | 15761 | Wuertz, James E | | Administrative | 106 - Bonanz... | 2.90 |
| Paycheck | 05/15/2020 | 15762 | Knutson, Christine | | Administrative | 106 - Bonanz... | 151.40 |
| Paycheck | 05/15/2020 | 15762 | Knutson, Christine | | Administrative | 106 - Bonanz... | 35.41 |
| Paycheck | 05/15/2020 | 15763 | Lundeen, Christoph... | | Administrative | 106 - Bonanz... | 144.79 |
| Paycheck | 05/15/2020 | 15763 | Lundeen, Christoph... | | Administrative | 106 - Bonanz... | 33.86 |
| Paycheck | 05/15/2020 | 15764 | Skonard, Cristopher J | | Administrative | 106 - Bonanz... | 211.83 |
| Paycheck | 05/15/2020 | 15764 | Skonard, Cristopher J | | Administrative | 106 - Bonanz... | 49.54 |
| Paycheck | 05/31/2020 | 15769 | Knutson, Christine | | Administrative | 106 - Bonanz... | 137.53 |
| Paycheck | 05/31/2020 | 15769 | Knutson, Christine | | Administrative | 106 - Bonanz... | 32.16 |
| Paycheck | 05/31/2020 | 15770 | Lundeen, Christoph... | | Administrative | 106 - Bonanz... | 133.60 |
| Paycheck | 05/31/2020 | 15770 | Lundeen, Christoph... | | Administrative | 106 - Bonanz... | 31.24 |
| Paycheck | 05/31/2020 | 15771 | Skonard, Cristopher J | | Administrative | 106 - Bonanz... | 211.83 |
| Paycheck | 05/31/2020 | 15771 | Skonard, Cristopher J | | Administrative | 106 - Bonanz... | 49.54 |
| Total 6560 - Payroll Expenses-SS&Medicare | | | | | | | 1,313.94 |
| 710 - Truck/ATV Expenses | | | | | | | |
| General... | 06/02/2020 | S&DHrMIBill | | 138 mi@.575/mi truck usage for S&D sampling 5/19 | Survey & Data Acquisition | 646A - Water ... | 79.35 |
| General... | 06/02/2020 | S&DHrMIBill | | 138 mi@.575/mi truck usage for S&D sampling 5/19 | Administrative | 646A - Water ... | -79.35 |
| Total 710 - Truck/ATV Expenses | | | | | | | 0.00 |
| Total Expense | | | | | | | 42,216.84 |
| Net Ordinary Income | | | | | | | -37,595.33 |
| Net Income | | | | | | | -37,595.33 |

NORTH FORK CROW RIVER WATERSHED DISTRICT
Balance Sheet
As of June 8, 2020

| | Jun 8, 20 |
|--|---------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 106 · Bonanza Checking | -14,142.18 |
| 107 · Bonanza Adm. Svg. | 298,265.05 |
| 108 · Data Acquisition Svg | 10,715.05 |
| 110 · Rice /Koronis Proj. Svg | 1,957.52 |
| 112 · JD-1 | 103.03 |
| 113 · CD-7 | 6,211.43 |
| 114 · CD-32 | 100.38 |
| 115 · SRF / Co. Assessments | 62,324.27 |
| 116 · CD-5 | 3,589.28 |
| 117 · CD-38 | 100.87 |
| 119 · CD-37 | 100.19 |
| 120 · CD-21 | 9,439.10 |
| 121 · CD-36 | 100.41 |
| 122 · JD-2 | 100.87 |
| 123 · SRF Interest | 32,715.48 |
| 126 · CD-29/ 9019883 | 100.38 |
| 128 · Meeker CD4 NEW(prev. 4,40,& 43) | 100.72 |
| 128B · Meeker Co. 40 | 161.88 |
| 128C · Meeker Cty 43 | 4,229.18 |
| 130 · SRF Watershed Wide | 12,387.94 |
| 131 · SRF0218/2010-1 | 2,619.75 |
| 132 · NFCR Watershed Wide Projects | 42,695.46 |
| 133 · SRF0268 | 31,002.20 |
| 134 · Koronis Lake AIS Project | 20,065.48 |
| 135 · Pirz Lake AIS Project | 32,139.71 |
| Total Checking/Savings | 557,183.45 |
| Accounts Receivable | |
| 1211 · Delinq Property Taxes Recvble | |
| 1211A · Delinq Prop. Taxes Recvble.-ADM | 4,756.95 |
| 1211B · Delinq Prop. Taxes Recvble-DATA | 46.38 |
| 1211C · Delinq Prop. Taxes Recvble-PROJ | 36.08 |
| Total 1211 · Delinq Property Taxes Recvble | 4,839.41 |
| 1215 · Deferred Assessment Receivable | 593,268.95 |
| 1216 · Delinquent Assessment Receivabl | 16,346.40 |
| Total Accounts Receivable | 614,454.76 |
| Other Current Assets | |
| 1100 · Prepaid Liab Insurance/expenses | 2,311.04 |
| 1120 · Inventory Asset | 12,786.20 |
| 1300 · Projects -Receiveable (Due T/F) | 548,151.01 |
| Total Other Current Assets | 563,248.25 |
| Total Current Assets | 1,734,886.46 |
| TOTAL ASSETS | 1,734,886.46 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Other Current Liabilities | |
| 2005 · Accts Payable+retainag-Projects | |
| 2005.09 · AcctsPayable (+retain)-CD32 Red | 24,784.82 |
| 2005.10 · Accounts Payable +retainage-CD7 | 5,608.00 |
| Total 2005 · Accts Payable+retainag-Projects | 30,392.82 |
| 2006 · Line of Credit | |
| 2006.01 · JD1 - Line of Credit | 195,346.57 |
| Total 2006 · Line of Credit | 195,346.57 |
| 2010 · Proj. Pay. to Adm (DueT/F) | |
| 2015 · CD-37 | 51,554.50 |
| 2016 · JD-1 | 272,866.78 |
| 2019 · CD38 | 2,249.92 |
| 2020 · JD2 | 12,145.89 |
| 2024 · CD-32 | 52,808.02 |
| 2025 · CD-36 | 16,423.45 |

NORTH FORK CROW RIVER WATERSHED DISTRICT
Balance Sheet
As of June 8, 2020

| | <u>Jun 8, 20</u> |
|--|---------------------|
| 2028 · CD-29 | 86,890.72 |
| 2030 · Meeker CD4 | 27,646.03 |
| 2036 · Pirz Lake AIS Project | 24,649.64 |
| 2037 · Koronis Lake AIS Project | 916.06 |
| Total 2010 · Proj. Pay. to Adm (DueT/F) | 548,151.01 |
| 2013 · Deferred Revenue-tax/assmt | |
| 2013.01 · Deferred Revenue-taxes-Admin | 4,756.95 |
| 2013.02 · Deferred Revenue-taxes-Septic | 35.56 |
| 2013.03 · Deferred Revenue-taxes-R&KLevy | 0.52 |
| 2013.06 · Deferred Revenue-tax -Data | 46.38 |
| 2013 · Deferred Revenue-tax/assmt - Other | 609,615.35 |
| Total 2013 · Deferred Revenue-tax/assmt | 614,454.76 |
| 2102 · Employee 125 Flex Benefit Plan | |
| 2102E · Limited ME FLEX -Chris | 319.50 |
| Total 2102 · Employee 125 Flex Benefit Plan | 319.50 |
| 2674 · Unavailable Revenue | 20,000.00 |
| 2675 · Deferred Revenue | |
| 2675.05 · Stearns AIS grant DefRev | 36,300.00 |
| 2675.09 · CD5,29,37 Subwtr Grant C17-3891 | 3,452.50 |
| Total 2675 · Deferred Revenue | 39,752.50 |
| Total Other Current Liabilities | 1,448,417.16 |
| Total Current Liabilities | 1,448,417.16 |
| Total Liabilities | 1,448,417.16 |
| Equity | |
| 3000 · Fund Balance | 925,563.00 |
| 3002 · Fund Bal. CD-5 | 6,687.00 |
| 3003 · Fund Bal. CD-37 | -25,882.00 |
| 3004 · Fund Bal. JD-1 | -300,302.00 |
| 3006 · Fund Bal. R & K | 96,086.00 |
| 3010 · SRF WW/Mid | 5,367.00 |
| 3011 · Fund Bal-CD 21 | -7,419.00 |
| 3012 · Fund Bal-CD 38 | 311.00 |
| 3014 · Fund Bal-JD 2 | -18,642.00 |
| 3015 · Fund Bal-CD-7 | -334,718.00 |
| 3016 · Fund Bal-CD-32 | -41,228.00 |
| 3017 · Fund Bal-CD-36 | -20,080.00 |
| 3018 · Fund Bal. - CD4 | -57,583.00 |
| 3019 · Fund Bal. - CD40 | 160.00 |
| 3020 · fund Bal. - CD43 | -24,222.00 |
| 3021 · Fund Bal. SRF0218 | 132,319.00 |
| 3022 · Fund Bal.- SRF0268 | 31,305.00 |
| 3100.06 · Fund Bal. -CD29 | -62,079.00 |
| 3100.14 · Fund Bal. Resvd-NFCRW Wide Proj | 43,469.00 |
| 3100.20 · Fund Bal Reserved-Data Acq | 17,566.00 |
| 32000 · Retained Earnings | 131,975.70 |
| Net Income | -212,184.40 |
| Total Equity | 286,469.30 |
| TOTAL LIABILITIES & EQUITY | 1,734,886.46 |

North Fork Crow River Watershed District

Proposed Regular Meeting Minutes

May 11th, 2020

Managers Present: Jim Barchenger, Bob Brauchler, John Hanson, Jim Weller, Jim Wuertz

Staff Present: Cris Skonard, Christopher Lundeen

Others Present: Kurt Deter (Rinke-Noonan), Joe Lewis (HEI), Roger Lyon, Boyd Fischer, Donovan McKigney, others.

1. Call to Order

President Brauchler called the meeting to order at 7:00 pm. The meeting was held via teleconference due to the Governor's Emergency Stay at Home order. The public was able to access the conference by requesting an access code.

2. Oath of Office

Newly appointed Manager Jim Weller recited which was witness by Jim Barchenger and Cris Skonard at the District office.

3. Review and Approve Agenda

Motion to approve the revised agenda to include 1W1P made by Wuertz, seconded by Hanson. Roll Call.

Affirmative: Barchenger, Brauchler, Hanson, Weller, Wuertz Opposed: None

Motion carried.

4. Consent Agenda Items

1. Treasurer's Report and Bills to May 11th, 2020
 - a. Check Register - 106 Bonanza Checking Acct
 - b. P & L Detail – All Accounts
 - c. Balance Sheet – All Accounts

Motion to approve consent agenda made by Barchenger, seconded by Wuertz. Roll call.

Affirmative: Barchenger, Brauchler, Hanson, Weller, Wuertz Opposed: None

Motion carried.

5. Minutes

April 13, 2020 Regular Meeting Minutes

Motion to approve the minutes made by Wuertz, seconded by Barchenger. Roll Call.

Affirmative: Barchenger, Brauchler, Hanson, Weller, Wuertz Opposed: None

Motion carried.

6. Staff Reports

A. Administrator's Report:

1. Activities

Skonard updated the Board on various activities within the District. All staff working remotely from home due to the stay at home order.

2. KLA Appraiser's Map

Skonard introduced the preliminary appraisers map for KLA Petition. Attorney Deter recommended that it was the Appraisers responsibility to provide a benefits document. Consensus to concur with Attorney Deter recommendation.

3. Rice lake Association (RLA) Letter

Skonard introduced a letter from the RLA noting their intention to submit an Aquatic Invasive Species petition similar to the Koronis Lake Association. Noted by the Board.

4. Resolution 2020-06: Authorized Signatures

Skonard introduced Resolution 2020-06. This resolution authorizes all Board members as signatories for all District documents and will be updated. Motion to approve Resolution 2020-06 made by Hanson, seconded by Barchenger. Roll call.

Affirmative: Barchenger, Brauchler, Hanson, Weller, Wuertz Opposed: None

Motion carried

5. Audit Update

Skonard informed the Board of the field audit with Bergen KDV. Audit fieldwork was conducted remotely but went well. Conversations will continue with a May 19 conference call.

6. Additional Business

1W1P-PC meeting will be held May 13 with Manager Hanson participating via teleconference. MOCA is completed and will be discussed with all cooperating partners.

Skonard updated the Board regarding garage/lab update with nothing to report.

Skonard to check on pricing for new business attire which will be at manager/employee expense. The District will cover the setup cost for logo.

Robert Cayton presented information for misclassification of the Pirz Lake assessment. Skonard to prepare a report for the June meeting.

B. Watershed Project Coordinator's Report:

1. Activity Report:

Lundeen gave a report of his activities including working on drainage grants, water monitoring sites and May sampling plan.

2. Work Safety Guidelines:

Lundeen provided the MPCA guidelines for working safely in the field while monitoring. The District has purchased the personal protective equipment as described in the guidelines.

3. Additional Business

Lundeen noted that it is necessary to deem all services the District provides as essential to provide contracted services such as AIS and water quality monitoring. Motion to approve all services provided by District staff and Contract providers as essential services made by Hanson, seconded by Weller. Roll call.

Affirmative: Barchenger, Brauchler, Hanson, Weller, Wuertz Opposed: None
Motion carried

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

7. Program Reports

A. Permit Report: None

B. Drainage Report:

1. JD1 Main and Branches: Status Update

Joe Lewis updated the Board on the status of JD1.

Motion to approve the repair of JD1 from Pope CR22 to Mud from MBC in the amount of \$44,975.65 made by Hanson, seconded by Wuertz. Roll call vote.

Affirmative: Barchenger, Brauchler, Hanson, Weller, Wuertz Opposed: None
Motion carried

Motion to approve the JD1 BR6 brush removal quote from MBC in the amount of \$15,000.00 made by Barchenger, seconded by Wuertz. Roll call vote.

Affirmative: Barchenger, Brauchler, Hanson, Weller, Wuertz Opposed: None
Motion carried

Prairie Storm Update:

Skonard reported his discussions with Scott Glup, US Fish and Wildlife Services, on the progress of removing the beaver dams from Prairie Storm. Skonard informed the Board of a gentleman's agreement to remove the bypass control structure boards. Board consensus to have a meeting between the District, Chris Meehan, Project Engineer, and with Mr. Glup.

BVSB Line of Credit:

Skonard informed the Board that the JD1 Line of Credit would be due soon. He had spoken with Byron Knutson (BVSB) and he did not anticipate any issues with the extension until the end of November.

2. CD5: Update

Skonard informed the Board that Stearns County was in the process of replacing the culvert on Stearns CR130 and that sediment may need to be removed after the installation. Skonard requested authorization to hire a contractor. Motion to authorize the Administrator to hire a contractor for sediment removal made by Wuertz, seconded by Hanson. Roll call vote.

Affirmative: Barchenger, Brauchler, Hanson, Weller, Wuertz Opposed: None

Motion carried

3. CD37 Update

Skonard informed the Board that he had received a letter from the Attorney for Virgil Fuchs. Attorney Deter highlighted the issues in the letter and said his office was handling the correspondence.

4. Other Ditch Business

Jim Weller discussed the need for the removal of the manhole on his property and for burying the other two manholes on CD32. Motion to remove the Weller manhole and bury the remaining two manholes made by Hanson, seconded by Wuertz. Roll call vote.

Affirmative: Barchenger, Brauchler, Hanson, Wuertz Opposed: None Abstained: Weller

Motion carried

Boyd Fischer discussed his dissatisfaction with the Easement Agreement and informed the Board that he would not allow any work on his property. Attorney Deter stated the District had a right to maintain the ditch system and recommended that a Stearns County Sheriff’s Deputy be on site during the tile replacement. Skonard directed to inform the Sheriff’s office.

C. Board Member Meeting Reports:

Brauchler reported connecting via teleconference with the Middle Fork Crow River Watershed District (MFCRWD) April Board meeting.

8. Items for Next Meeting Agenda:

Herickhoff’s to appear at June meeting regarding January permit application, pending Governor’s stay at home order.

1W1P MOA Review

Annual Reorganization of Board Officers

9. Open Discussion from the Public:

Donovan McKigney thanked for the Board for moving forward with the JD1 repairs north of Pope CR22.

10. Calendar Review:

Contact the Administrator for future events.

11. FYI Items:

Skonard requested managers to submit their claim forms electronically or via picture followed up with a mailed copy to expedite the financial process.

12. Adjournment:

Motion to adjourn made by Weller, seconded by Barchenger. Roll call vote.

Affirmative: Barchenger, Brauchler, Hanson, Weller, Wuertz Opposed: None

Motion carried.

Meeting Adjourned at 8:30 p.m.

John Hanson –Secretary

North Fork Crow River Watershed Collaborative AGREEMENT

This cooperative agreement (Agreement) is made and entered into by and between:

The Counties of Pope, Stearns, Kandiyohi, Meeker, McLeod, and Wright by and through their respective County Board of Commissioners, and
The Pope, Stearns, Kandiyohi, Meeker, McLeod, and Wright Soil and Water Conservation Districts (SWCDs), by and through their respective Soil and Water Conservation District Board of Supervisors, and
The Middle Fork Crow River Watershed District (MFCRWD) and North Fork Crow River Watershed District (NFCRWD), by and through its Board of Managers,
Collectively referred to as the “parties.”

WHEREAS, the parties are political subdivisions of the State of Minnesota, with statutory authority to carry out environmental programs in accordance with Minnesota Statutes Sections 103B, 103C, 103D, 103E, 375 and as otherwise provided by law; and

WHEREAS, Minnesota Statute 471.59 allows the parties to jointly exercise powers common among them and provides for one or more of the parties to exercise powers on behalf of the participating collaborative parties; and

WHEREAS, Minnesota Statute §103B.101 provides for the adoption of a comprehensive watershed management plan also known as the “One Watershed, One Plan” (1W1P), which requires the collaborative parties coordinate with each other to maximize available resources and minimize duplication of services; and

WHEREAS, the Middle Fork Crow River Watershed District applied for and received a grant from the Board of Water and Soil Resources (BWSR) for the purposes of implementing the One Watershed One Plan (1W1P), which was agreed to by the collaborative parties; and currently Wright County is applying for another BWSR Grant for purposes of implementing the collaborative parties 1W1P; and BWSR has indicated that the parties can anticipate future grants will be available for implementation of the 1W1P on a biennial basis; and

WHEREAS, the collaborative parties desire to enter into this Agreement to identify the parties roles and responsibilities in implementing the One Watershed, One Plan for which this BWSR grant was issued, and for administration of the current and future BWSR grants; and

WHEREAS, the parties to this Agreement have a common interest, within the limits of their statutory or delegated authorities to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the North Fork Crow River Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

NOW, THEREFORE, in consideration of the mutual promise and benefits that each party shall derive from this Agreement, the parties agree as follows:

1. **Purpose:** The parties to this Agreement recognize that a guiding principle of One Watershed, One Plan is that “One Watershed, One Plan implementation will be accomplished through formal agreements among participating local governments on how to manage and operate the watershed.” The parties to this Agreement acknowledge “that the purpose of this principle is to provide assurances that decision-making

spanning political boundaries is supported by an in-writing commitment from participants.” [The quoted sections are from *One Watershed One Plan Operating Procedures for Pilot Watersheds*, Page 13 BWSR June 25, 2014 document.]

The parties working together for the purpose of developing the One Watershed, One Plan for the North Fork Crow River Watershed (hereafter “1W1P”) now establish through this Agreement the process for guiding implementation of the 1W1P. The parties recognize the importance of partnerships to plan and implement natural resource protection and restoration efforts for the North Fork Crow River Watershed. Parties signing this Agreement will be collectively referred to as the “North Fork Crow River Watershed Collaborative” (hereafter “NFCRC”). The NFCRC is not a separate governmental entity and shall not have the authority to hire any employees or contractors on its own. All employees or contractors under contract with one of the parties to this Agreement or hired by one of the parties to provide services to implement 1W1P, shall be solely the employees or contractors of the providing or contracting party.

2. **Term:** This Agreement is effective upon signature of all parties in consideration of the BWSR Participation Requirements for One Watershed, One Plan; and will remain in effect until canceled according to the provisions of this Agreement, unless earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party within the North Fork Crow River Watershed that is responsible for water planning and resource management according to Minnesota State Statutes desiring to become a member of this Agreement shall indicate its intent by adoption of a governing board resolution that includes a request to the Policy Committee, as described below, to join the NFCRC and a statement that the qualifying party agrees to abide by the terms and conditions of this Agreement; including but not limited to the bylaws, policies, and procedures adopted by the Policy Committee. The Policy Committee will review request and decide/approve membership with a two-thirds, super-majority vote of all members.
4. **Procedure for Parties to Leave Membership of the Agreement:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official governing board resolution. Notice must be made 180 days in advance of leaving the NFCRC. A party that leaves the membership of the Agreement remains obligated to comply with the terms of any agreements it has executed with the fiscal agent listed below at the time of the party’s notice to leave membership and is obligated until the agreement has ended.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards.** The parties agree to abide by all Federal, State, or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement.
 - b. **Liability.** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws govern liability of the parties. To the full extent permitted by law, actions by the parties, their respective

officers, employees and agents, pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party pursuant to Minnesota Statutes Section 471.59, Subd. 1a. (a).

- c. **Employee Status.** The parties agree that the respective employees or agents of each party shall remain the employees or agents of each individual respective party, and shall not be considered employees of any other party or of the collaborative, and shall not be entitled to any compensation, rights or benefits of any kind from any other party or from the collaborative.
- d. **Data Practices and Records Retention.** The parties agree that each respective party will be responsible for complying with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), and the Official Records Act (Minnesota Statutes Section 15.17) for the data collected, created, received, maintained, disseminated or stored by each respective party pursuant to the terms of this Agreement.
- e. **Timeliness.** The parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- f. **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required under this Agreement must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the Authorized Representative to whom it is directed.
- g. **Binding Effect and Modification.** This Agreement shall be binding upon and inure to the benefit of the parties. No change or modification of the terms or provisions of this Agreement shall be binding on the parties unless such change or modification is in writing and signed by an authorized official of each of the parties.
- h. **Minnesota Law Governs.** The laws of the State of Minnesota shall govern this Agreement and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in the courts located in the State of Minnesota.
- i. **Use of Contractors.** Each party may engage contractors to perform services in furtherance of the 1W1P. Each party retains primary responsibility for its contracts as well as for compliance with this Agreement.
- j. **No Third-Party Beneficiary Rights.** Nothing in this Agreement is intended or may be construed to create third party beneficiary rights or to give any person or entity, other than the parties, any legal or equitable right, remedy, or claim under this Agreement.
- k. **No Assignment.** No party to this Agreement shall assign, delegate, or transfer any rights or obligations under this Agreement without prior written consent of the other Parties.

- i. **Termination.** The parties anticipate that this Agreement will remain in full force and effect until canceled by all parties, unless otherwise terminated in accordance with law or other provisions of this Agreement. If termination should occur the return of any surplus moneys in proportion to contributions would take place after fulfilling the requirements of grant agreements, satisfaction of outstanding debts, and any other requirements under the law.
6. **Structure:** To guide implementation of the 1W1P, the following committee structures and roles are established.
- a. **Policy Committee.** Parties that are members to this agreement shall appoint individuals from their respective governing boards to represent said parties on this committee. The governing boards may choose alternates to serve on the Policy Committee from their boards as needed. The Policy Committee will meet as per their established by-laws. Policy Committee representatives and alternates will not be compensated for serving on the Committee.
 - i. **Policy Committee General Duties:** Each representative on the Policy Committee shall have one vote. If the representative is not present, the alternate shall be entitled to one vote, and shall have the authority to act on behalf of the party they represent, or as authorized by the governing board they represent, in the following matters:
 1. Review and approve annual report(s) for the 1W1P,
 2. Review and approve annual work plan(s) and budget for the 1W1P,
 3. Review and approve any modifications or additions to the annual budget as needed,
 4. Review and approve submission of proposed amendments to the 1W1P to the respective parties' governing boards for adoption,
 5. Provide information required by the Plan Coordinator and/or Fiscal Agent in order to comply with Grant Agreements and contracts which provide funding for the 1W1P,
 6. Establish and modify policies and procedures for grant funds appropriations and local match cash or in-kind
 7. Adopt, modify and follow bylaws to guide Policy Committee functions, and
 8. Overall guidance of the 1W1P.
 - ii. **Policy Committee Liaison Duties:** Each Policy Committee representative will serve as a liaison to their respective governing boards and has the responsibility to inform their governing board on actions taken by the Policy Committee. Each representative will attend Policy Committee meetings or will have alternates attend meetings when held.
 - b. **Technical Advisory Committee.** The parties agree that the Technical Advisory Committee will provide technical support on 1W1P implementation to the Policy Committee. The Technical Advisory Committee will consist of the One Watershed One Plan Coordinator (as described below), local water planners, soil and water conservation district staff, watershed district administrators, the State's main water agencies, and other identified stakeholders for the purposes of supporting logistical and day-to-day decision-making of parties in the implementation process.

- c. **Plan Coordinator.** The Policy Committee shall appoint one of the parties to the Agreement to be the Plan Coordinator. The Plan Coordinator duties shall include:
- i. Serve as a point of contact regarding the 1W1P
 - ii. Update the Policy Committee on new data, projects, and programs
 - iii. Recommend amendments to the 1W1P to the Policy Committee
 - iv. Develop the annual report for 1W1P to present to the Policy Committee for approval
 - v. Develop a proposed annual work plan and budget for the 1W1P to present to the Policy Committee for approval
 - vi. Develop other reports and programs as needed by the Policy Committee and/or Technical Advisory Committee.”
 - vii. Assist the Policy Committee and the Technical Advisory Committee with development and submission of grant applications.
 - viii. Assist with the development and implementation of educational, outreach, and other projects and programs for the public throughout the entire North Fork Crow River Watershed, as requested, coordinating with all parties.
- d. **Fiscal Agent.** The Policy Committee shall appoint one of the parties to the Agreement to be the Fiscal Agent. The Fiscal Agent shall present proposed grant applications and grant agreements to the Fiscal Agent’s governing board for approval and acceptance. The Fiscal Agent duties shall also include:
- i. Serve as point of contact for grant agreements.
 - ii. Establish a separate fund or funds for management of contributions and grant monies, crediting all interest earned from the fund or funds be credited back to those same funds.
 - iii. Maintain all pertinent books, records, documents and accounting procedures and practices required under the Grant(s) and by state and federal law.
 - iv. Administer the disbursement of public funds in accordance with the requirements of the Grant Agreements, the purposes of the 1W1P, and state and federal laws.
 - v. Provide, at a minimum, an annual accounting of the funds, receipts and disbursements, in a timely manner to the Plan Coordinator for development of the annual report and proposed annual work plan and budget.
 - vi. Maintain all records related to the fund or funds and retain them in accordance with the record retention policy requirements of the Minnesota State Auditor.
- e. **Reassignment of Plan Coordinator and/or Fiscal Agent.** The Policy Committee may, by majority vote, reassign either, or both, of the Plan Coordinator and Fiscal Agent responsibilities to another party during the October 1 through December 31 interval once every four years (initial years being 2020 through 2024). Notification of the upcoming vote must be given to all members of this agreement 30 days prior to the actual vote. Should a change be initiated, either by vote or because of notice given by the serving party, the current Plan Coordinator and/or Fiscal Agent shall transfer records and funds to the newly serving party within 30 days and provide training required in order to assume the duties.
- f. **Vacated Position of Plan Coordinator and/or Fiscal Agent.** If the appointed Plan Coordinator and/or Fiscal Agent vacates or exits their position, the Policy Committee shall meet as soon as

possible to appoint another party or parties to fill the role or roles. A 30 day Notice of vacating either role shall be given prior to vacating the position by the vacating party to the Policy Committee.

- g. Removal of Plan Coordinator and/or Fiscal Agent. If the appointed Plan Coordinator and/or Fiscal Agent is removed for malfeasance or inability to perform duties, the Policy Committee shall schedule a special meeting as soon as possible to appoint a party or parties to fill the role or roles.

7. **Implementation of the Plan.** The parties agree to implement the watershed plan.

8. **Financial Structure:**

The parties agree to establish an Integrated Fund for the purposes of increasing the flexibility of funding sources. The Integrated Fund will be used to support services and operations of the Collaborative.

The parties agree that the Integrated Fund shall be under the control of the Policy Committee and shall be administered by the Fiscal Agent consistent with the provisions of this Agreement, the requirements of federal and state laws, and the policies and procedures of the Fiscal Agent. The Fiscal Agent shall be authorized to make payments upon approval of the Policy Committee.

The Contributions to the Integrated Fund are to be made at a rate loosely proportional to the area included in the watershed. Assuming all parties remain engaged, the proportional amounts are as follows:

- Tier 1: 66% (11% per entity listed)
 - Meeker County
 - Meeker Soil and Water
 - Middle Fork Crow River Watershed
 - North Fork Crow River Watershed
 - Wright County
 - Wright Soil and Water
- Tier 2: 24% (6% per entity listed)
 - Kandiyohi County
 - Kandiyohi Soil and Water
 - Stearns County
 - Stearns Soil and Water
- Tier 3: 10% (2.5% per entity listed)
 - McLeod County
 - McLeod Soil and Water
 - Pope County
 - Pope Soil and Water

Party contributions per year, based upon the above tier structure, are as follows:

2020 Tier 1: \$2750 Tier 2: \$1500 Tier 3: \$625
2021 Tier 1: \$2750 Tier 2: \$1500 Tier 3: \$625

2022 Tier 1: \$2750 Tier 2: \$1500 Tier 3: \$625
2023 Tier 1: \$2750 Tier 2: \$1500 Tier 3: \$625

The need for additional funds for the Integrated Fund will be evaluated by the Policy Committee following the first year of party contributions on a yearly basis. The recommendations of the Policy Committee regarding future contributions by the parties to the Integrated Fund shall be presented in a proposed resolution by each authorized representative to their respective governing board for consideration and approval for the following year or years. This procedure shall repeat as needed and recommended by the Policy Committee for future years.

9. **Authorized Representatives:** The following entities will be the contacts for all matters concerning this Agreement:

Kandiyohi County
400 SW Benson Ave, Willmar

Pope SWCD
1680 N Franklin St, Glenwood

Meeker County
325 Sibley Ave N, Litchfield

Stearns SWCD
110 Second St S, Ste 128, Waite Park

Pope County
130 E Minnesota Ave, Glenwood

Wright SWCD
311 Brighton Ave S, Ste C, Buffalo

Stearns County
705 Courthouse Sq, Rm 343, St. Cloud

McLeod County
830 11th Street E, Suite 106, Glencoe MN 55336

Wright County
10 2nd St NW, Buffalo, MN 55313

McLeod SWCD/McLeod County
830 11th Street E, Glencoe

Kandiyohi SWCD
1005 High Ave NE, Willmar

North Fork Crow River WD
PO Box 40, Brooten

Meeker SWCD
916 E St. Paul St, Litchfield

Middle Fork Crow River WD
189 Cty Rd 8 NE, Spicer

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Partner: North Fork Crow Watershed District

APPROVED:

BY: _____
Board Chair Date

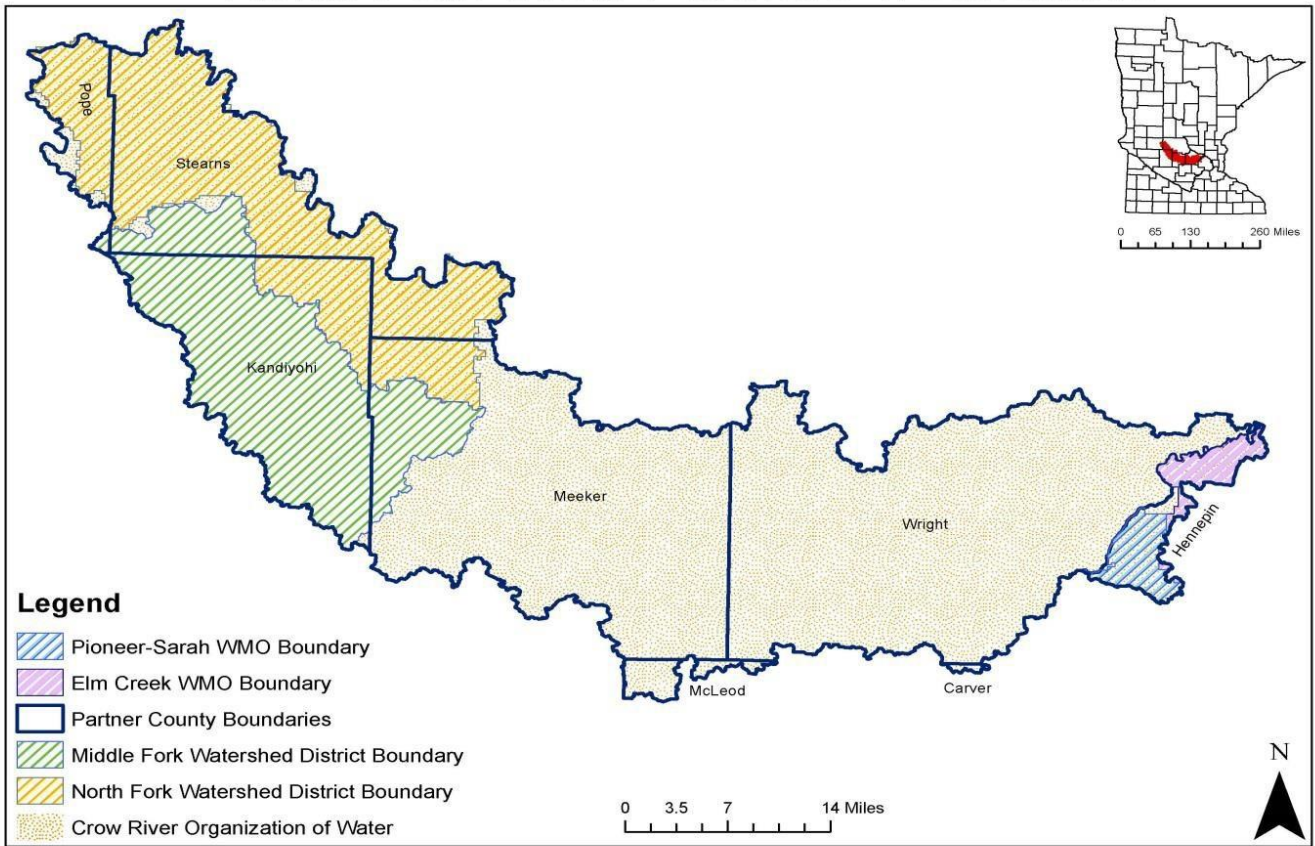
BY: _____
District Administrator Date

APPROVED AS TO EXECUTION

BY: _____
Attorney Date

Attachment A

North Fork Crow Partners' Boundaries



STATE OF MINNESOTA
North Fork Crow River Watershed District

ADOPTION AND EXECUTION OF
THE NORTH FORK CROW RIVER
WATERSHED COLLABORATIVE
AGREEMENT

RESOLUTION 2020-07

Whereas, North Fork Crow River Watershed District adopted the Board of Water and Soil Resources approved North Fork Crow River Comprehensive Watershed Management Plan in 2018.

Whereas, North Fork Crow River Watershed District approved the execution of the North Fork Crow River Watershed Implementation Partnership Memorandum of Cooperative Agreement in 2018.

Now, Therefore, Be it Resolved, the North Fork Crow River Watershed District hereby adopts the amended North Fork Crow River Watershed Implementation Partnership Memorandum of Cooperative Agreement titled *North Fork Crow River Watershed Collaborative Agreement*.

CERTIFICATION

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by North Fork Crow River Watershed District at a duly authorized meeting thereof held on the 8th of June, 2020.

President



520 Lafayette Road North
St. Paul, MN 55155-4194

Joint Powers Agreement

State of Minnesota

SWIFT Contract: 174792
PO No: 3000026216
Agency Interest ID #: 187501
Activity ID: PRO20200001

This Agreement is between the State of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 ("State" or "MPCA") and **North Fork Crow River Watershed District**, PO Box 40, 1030 Front St., Brooten, MN 56316 ("Contractor" or "Local Governmental Unit" (LGU)).

Recitals

1. Under Minn. Stat. §§ 15.061 and 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of the **Upper North Fork Crow River Watershed Pollutant Load Monitoring Project** ("Project").
3. The LGU represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State.

Agreement

1. Term of Agreement

1.1 Effective date: **June 4, 2020** or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. **The LGU must not begin work under this Agreement until this Agreement is fully executed and the LGU has been notified by the State's Authorized Representative to begin the work.**

1.2 Expiration date: **June 30, 2022** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of terms: The following clauses survive the expiration or cancellation of this Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue.

2. LGU's duties

The LGU, who is not a state employee, will conduct the Project and follow the Budget for the said Project as specified in **Attachment A**, which is attached and incorporated into this Agreement. No terms or conditions of the LGU's proposal will be construed to modify, diminish, or derogate the terms and conditions of this Agreement.

All water monitoring programs and projects that involve environmental data acquisition from direct measurement activities or laboratory analysis must have an approved Quality Assurance Project Plan (QAPP) to ensure all data collected are of known and suitable quality and quantity. The LGU

shall cooperate in the development of the QAPP as necessary, and comply with the requisite elements of the plan.

With the exception of diatom core sampling and invertebrate analysis, all laboratory work conducted under this Project must be done by a laboratory currently certified by the Minnesota Department of Health for the parameter being measured.

The LGU shall ensure that all personnel involved in the performance of this Agreement are properly qualified, trained, and competent; and shall be, where applicable, appropriately medically monitored during activities undertaken.

3. Time

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

4. Consideration and payment

4.1 Consideration. The State will pay for all services performed by the LGU under this Agreement as follows:

- (a) **Compensation.** The LGU will be paid in accordance with the breakdown of costs as set forth in the detailed Budget section of **Attachment A**, which is attached and incorporated into this Agreement.
- (b) **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the LGU as a result of this Agreement will not exceed the total amount set forth in travel expense section of the detailed Budget section of **Attachment A**, which is attached and incorporated into this Agreement, provided that the LGU will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget office, which is incorporated into this Agreement by reference and which can be viewed at:
<http://www.mmd.admin.state.mn.us/commissionersplan.htm>.
- (c) **Total obligation.** The total obligation of the State for all compensation and reimbursements to the LGU under this Agreement will not **exceed \$24,596.24 (Twenty Four Thousand Five Hundred Ninety Six Dollars and Twenty Four Cents)**.

4.2 Payment

- (a) **Invoices.** The State will promptly pay the LGU after the LGU presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Quarterly

Invoices shall include:

- Name of LGU
- LGU Project Manager
- Agreement Amount
- Retainage Amount (10% retainage withheld per invoice)
- Agreement Amount available to date
- Invoice Number

- Invoice Date
- MPCA Project Manager
- SWIFT Contract Number
- SWIFT Purchase Order Number
- Invoicing Period (actual working period and actual hourly rate)
- Receipts for supplies, shipping, lab fees and any other Subcontractor invoices must be attached
- Per diem expenses submitted on travel expense forms and receipts may be requested to be submitted with invoice.

Invoices must be submitted electronically to: mpca.ap@state.mn.us

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The LGU shall submit an invoice for the final payment upon submittal of the final progress and financial report within 30 (thirty) days of the original or amended end date of this Agreement. State reserves the right to review submitted invoices after 30 (thirty) days and make a determination as to payment.

(b) **Retainage.** Under Minn. Stat. § 16C.08, subd.2(10), no more than 90 percent of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the LGU has satisfactorily fulfilled all the terms of this Agreement.

The ten percent (10%) retainage will be calculated and withheld per invoice.

(c) **Federal funds.** N/A.

4.3 Reporting requirements The LGU shall submit to the State for review and approval all deliverables in a format prescribed by the State. **Payments shall be withheld if report deliverables have not been received.**

| Deliverable | Deadline |
|--|---|
| Field meter calibration log | January 1, annually |
| Laboratory data via Lab MN | No more than six weeks after sampling date |
| Field meter data and observations via GoCanvas | 1 st and 15 th of each month |
| Field observation notes | January 1, May 1, August 1 and November 1, annually |
| Photos not in GoCanvas | January 1, May 1, August 1 and November 1, annually |
| Interim Progress Report | February 1, 2021 |
| Final Progress Report | Upon submittal of final invoice |

5. Clean Water Funding

5.1 Legacy Logo

Minn. Stat. § 114D.50 subd. 4 (f) states: "When practicable, a direct recipient of an appropriation from the clean water fund shall prominently display on the recipient's Web site home page the legacy logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to

obtain additional information, as well as a link to the Legislative Coordinating Commission Web site required under section [3.303, subdivision 10](#).

Clean Water Land and Legacy Amendment Logo Usage Guidelines:

http://www.legacy.leg.mn/sites/default/files/resources/Legacy_Logo_Guidelines.pdf

Download the Legacy Logo: <http://www.legacy.leg.mn/legacy-logo/legacy-logo-download>

5.2 Reporting FTEs

Minn. Stat. §3.303, Subd. 10 (2)(vi) requires that information provided on the Legislative Coordinating Commission's Legacy Fund website must include specific information on all projects receiving funding: "(vi) the number of full-time equivalents funded under the project. For the purposes of this item, "full-time equivalent" means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088."

6. Conditions of payment

All services provided by the LGU under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The LGU will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

7. Authorized Representative

The State's Authorized Representative is responsible for the administration and supervision of this Contract is Lee Ganske, 12 Civic Center Plaza Suite 2165, Mankato MN, 56001, 507-344-5248, Lee.Ganske@state.mn.us or their successor, who is authorized to accept the LGU's services, if such services are timely and satisfactory, and to certify said acceptance on each invoice submitted.

The MPCA Project Manager is Kelli Nerem, 504 Fairgrounds Road, Suite 200, Marshall, MN 56258, 507-476-4251, kelli.nerem@state.mn.us or their successor and has the responsibility to monitor the LGU's performance, approve change orders, and the authority to accept the services provided under this Agreement. The MPCA Project Manager will review all invoices prior to the State's Authorized Representative approval.

The LGU's Authorized Representative is Cristopher Skonard, PO Box 40, 1030 Front St., Brooten, MN 56316, 320-346-2869, nfcrwsd@tds.net or their successor. If the LGU's Authorized Representative changes at any time during this Agreement, the LGU must immediately notify the State.

8. Subcontracting

If the LGU decides to fulfill its obligations and duties under this Agreement through a subcontractor, to be paid for by funds received under this Agreement, the LGU shall not execute an agreement with the subcontractor or otherwise enter into a binding agreement until it has first received written approval from the MPCA's Authorized Representative. All subcontracts shall reference this Agreement and require the subcontractor to comply with all of the terms and conditions of this Agreement. The LGU shall be responsible for the satisfactory and timely completion of all work required under any subcontract and the LGU shall be responsible for payment of all subcontracts. The LGU shall pay all subcontractors, less any retainage, within 10 calendar days of receipt of payment to the LGU by the State for undisputed services provided by the subcontractor and must

pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The LGU must follow their policies and procedures for obtaining subcontractors and/or policies and procedures per Minn. Stat. § 471.345 as applicable.

9. Change Orders

If the State's Project Manager or the LGU's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the LGU's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

10. Assignment, amendments, waiver, and Agreement complete

10.1 Assignment. The LGU may neither assign nor transfer any rights or obligations under this 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 Agreement, or their successors in office.

10.2 Amendments. Any amendment to this 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 Agreement, or their successors in office.

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

10.4 Agreement complete. This Agreement contains all negotiations and agreements between the State and the LGU. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

11. Liability

Each party agrees that it shall be responsible for its own acts and omissions and shall not be responsible for the acts or omissions of the other party. Each party therefore agrees that it shall assume liability for itself, its agents and employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents and employees under this Agreement, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, by itself or through its agents and employees.

Nothing in this Agreement is intended to be construed as a waiver of the State Tort Claims Act, Minn. Stat. § 3. 736, the Municipal Tort Claims Act, Minn. Stat. ch. 466, or any law, legislative or judicial, limiting governmental liability. This clause will not be construed to bar any legal remedies either party may have against the other for its failure to fulfill its obligations under this Agreement.

12. State audits

Under Minn. Stat. § 16C.05, subd. 5, the LGU's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

13. Government data practices and intellectual property

13.1 Government data practices. The LGU and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) 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 LGU under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the LGU or the State.

If the LGU receives a request to release the data referred to in this clause, the LGU must immediately notify the State. The State will give the LGU instructions concerning the release of the data to the requesting party before the data is released.

13.2 Intellectual property rights.

(a) **Intellectual property rights:** The rights, title, and interest in all of the intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents, shall be jointly owned by the LGU and the State. The "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 LGU, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Works" includes documents. The "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 LGU, its employees, agents, or subcontractors, in the performance of this Agreement. The ownership interests of the State and the LGU in the works and documents shall be equal. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) **Obligations**

(1) Notification: Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the LGU, including its employees and subcontractors, in the performance of this Agreement, the LGU will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark

applications and/or registrations shall be the joint decision of the LGU and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

- (2) **Representation:** The LGU must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the LGU and the State, as agreed herein, and that no LGU employee, agent, or subcontractors retains any interest in and to the works and documents. The LGU represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of others. The LGU shall indemnify; defend, and hold harmless the State, at the LGU's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The LGU shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the LGU's or the State's opinion is likely to arise, the LGU must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy shall be in addition to and not exclusive of other remedies provided by law.
- (c) **Use of works and documents:** The State and LGU shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including documents produced under this Agreement, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the works, including documents, shall be authorized without a future written contractual agreement between the parties.
- (d) **Possession of documents:** The documents may remain in the possession of the LGU. The State may inspect any of the documents at any reasonable time. The LGU shall provide a copy of the documents to the State without cost upon the request of the State.
- (e) **Survivability:** The rights and duties of the State and the LGU, provided for above, shall survive the expiration or cancellation of this Agreement.

14. Insurance requirements

Below are the minimum insurance limits required by the State of Minnesota for any entity that is **not** a state Agency or Local Government Unit (LGU) unless otherwise noted (**).

14.1 LGU shall not commence work under the Agreement until they (or subcontractor) have submitted acceptable evidence of insurance and the State of Minnesota has approved such insurance. LGU or subcontractor shall maintain such insurance in force and effect throughout the term of the Agreement. A certificate of insurance is acceptable evidence.

14.2 Subcontractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

- (a) **Workers' Compensation Insurance.** Subcontractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, LGU will require the subcontractor to provide Workers' Compensation insurance in accordance with the

statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** amounts are as follows:

- \$100,000 -- Bodily Injury by Disease per employee
- \$500,000 -- Bodily Injury by Disease aggregate
- \$100,000 -- Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts subcontractor from Workers' Compensation insurance or if the subcontractor has no employees in the State of Minnesota, subcontractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes LGU from the Minnesota Workers' Compensation requirements.

If during the course of the Agreement the subcontractor becomes eligible for Worker's Compensation, the subcontractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

(b) **Commercial General Liability Insurance.** Subcontractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Agreement and in any case work is subcontracted the LGU will require the subcontractor to provide Commercial General Liability. Insurance **minimum** amounts are as follows:

- \$2,000,000 -- per occurrence
- \$2,000,000 -- annual aggregate
- \$2,000,000 -- annual aggregate -- Products/Completed Operations

**For LGUs, the coverage shall be maintained in conformance with the Tort Claims limits set forth in Minn. Stat. ch. 466, with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence for bodily injury and property damage.

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

State of Minnesota named as an Additional Insured

(c) **Commercial Automobile Liability Insurance.** Subcontractor is required to maintain insurance protecting the LGU from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Agreement, and in case any work is subcontracted the LGU will require the subcontractor to provide Commercial Automobile Liability. Insurance **minimum** amounts are as follows:

- \$2,000,000 -- per occurrence Combined Single limit for Bodily Injury and Property Damage

**For LGUs, the coverage shall be maintained in conformance with the Tort Claims limits set forth in Minn. Stat. Ch. 466, with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence for bodily injury and property damage.

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

(d) **Professional Liability Insurance.** This policy will provide coverage for all claims the LGU, or its subcontractors, may become legally obligated to pay, resulting from any actual or alleged negligent act, error, or omission related to LGU's or its subcontractors' professional services required under the Agreement.

\$2,000,000 -- per claim or event

\$2,000,000 -- annual aggregate

**For LGUs, the coverage shall be maintained in conformance with the Tort Claims limits set forth in Minn. Stat. Ch. 466, with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence for bodily injury and property damage.

Any deductible of the subcontractor will be the sole responsibility of the subcontractor and may not exceed \$50,000 without the written approval of the State. If the subcontractor desires authority from the State to have a deductible in a higher amount, the subcontractor shall request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements or other approved documentation so that the State can ascertain the ability of the subcontractor to cover the deductible from its own resources.

(e) The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and LGU or subcontractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by LGU or subcontractor to fulfill this requirement.

14.3 Additional insurance conditions:

- LGU's or subcontractor's policy(ies) or subcontractor's shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the performance under this Agreement.
- LGU or subcontractor is responsible for payment of Agreement-related insurance premiums and deductibles.
- If LGU or subcontractor is self-insured, a Certificate of Self-Insurance must be attached
- Include legal defense fees in addition to liability policy limits, with the exception of 14. 2 D. above.
- Obtain insurance policies from an insurance company having an "AM BEST" rating of A-(minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota or obtain comparable coverage under a program of self-insurance.
- An Umbrella or Excess Liability insurance policy may be used to supplement the LGU's or subcontractor's policy limits to satisfy the full policy limits required by the Agreement.
- If LGU or subcontractor receives a cancellation notice from an insurance carrier affording coverage herein, LGU agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless LGU's or subcontractor's policy(ies) contain a

provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

- 14.4** The State reserves the right to immediately terminate the Agreement if the LGU or subcontractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the LGU. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.
- 14.5** The successful responder is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the Agreement.

15. Publicity and endorsement

- 15.1 *Publicity.*** Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the LGU individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.
- 15.2 *Endorsement.*** The LGU must not claim that the State endorses its products or services.

16. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this 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.

17. Data disclosure

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the LGU 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 agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the LGU to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

18. Payment to subcontractors

As required by Minn. Stat. § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

19. Termination

19.1 *Termination by the State.* The State or Commissioner of Administration may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the LGU. Upon termination, the LGU will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.


19.2 Termination for insufficient funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the LGU. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the LGU will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the LGU notice of the lack of funding within a reasonable time of the State's receiving that notice.

20. Minn. Stat. § 181.59

The vendor will comply with the provisions of Minn. Stat. § 181.59 which requires:

Every Agreement for or on behalf of the State, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the LGU agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any Agreement, or any subcontract, no LGU, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no LGU, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any Agreement on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this Agreement may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the Agreement, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

Signatures

| Title | Name | Signature | Date |
|--------------------------|--------------------|--|--------------|
| Encumbrance Verification | Bowes, Sandra L. | DocuSigned by:  45EE40BB9BA146D... | May 29, 2020 |
| Administrator | Cristopher Skonard | | |



520 Lafayette Road North
St. Paul, MN 55155-4194

Attachment A FY20 WPLMN WORKPLAN

Watershed Pollutant Load Monitoring Network (WPLMN)

SWIFT Contract: 174792
PO No: 300026216
Agency Interest ID #: 187501
Activity ID: PRO20200001

I. Project information

Project title: (8 word maximum)

Project title: Upper North Fork Crow River WPLMN Project

Local Partner information:

Organization name: North Fork Crow River Watershed District

Street address: PO Box40, 1030 Front St.

City: Brooten State: MN Zip code: 56316

Primary contact name: Christopher Lundeen Phone: 320-346-2869

Email address: Technfcrwsd@tds.net

Fiscal contact name: Cristopher Skonard Phone: 320-346-2869

Email address: nfcrwsd@tds.net

Field contact name: Christopher Lundeen Phone: 320-346-2869

Email address: Technfcrwsd@tds.net

Project location:

Basin (check all that apply by double clicking on the box and select checked):

Upper Mississippi River Lower Mississippi River Minnesota River Rainy River Red River

Major Watershed(s): North Fork Crow River Watershed Hydrologic unit code(s): 07010204

Estimated full-time equivalents (FTE) per year (total hrs/2,088 hrs/year): 0.09

Please note: Actual FTE calculated in progress reports.

Name of eligible laboratory: RMB Environmental Laboratories, Inc.

Subcontractor information (if applicable):

Organization name: Middle Fork Crow River Watershed District

Street address: 189 Co Rd 8

City: Spicer State: MN Zip code: 56288

Field contact name: Jonathan Morales Phone: 320-796-0888

Email address: Jon@mfcrow.org

Brief project summary:

The goal of this project is to conduct water chemistry monitoring at two subwatershed sites based on flow conditions, targeting runoff events using protocols defined in the Watershed Pollutant Load Monitoring Network (WPLMN) Standard Operating Procedures and Guidance. The data collected will be submitted to the Minnesota Pollution Control Agency (MPCA) and used in the FLUX32 model for calculating pollutant loads. This loading information, in turn, will be used at both the state and local level to guide policy and strategies for the restoration and protection of Minnesota's waters.

The North Fork Crow River Watershed District (NFCRWD), along with the Middle Fork Crow River Watershed District (MFCRWD), will be partnering on a continuation of the WPLMN sampling project. This intensive sampling data will continue to create long term trends for these sites and help better understand: downstream impaired lakes, long term trends, changes from implementing upstream best management projects, and implementation of WRAPS and 1W1P plans. The NFCRWD and MFCRWD have been part of the WPLMN network since 2015, and continuing with the program will help in collecting vital data in the upper North Fork of the Crow River.

II. Workplan detail

The following tasks are to be completed by the local partner throughout the contract.
Timeframe: June 2020 to June 30, 2022

Objective: Stream Monitoring, Data Management, and Project Oversight

Task A: Attend online, field, or classroom training hosted by Minnesota Pollution Control Agency (MPCA) or Minnesota Department of Natural Resources (DNR). Training dates, time, and location must be approved by MPCA.

1. Coordinate field training for all primary sampling staff and back-up staff with MPCA and DNR. DNR field visits should occur at least once every two years. MPCA site visits should occur once per year. Each party may request additional visits, as needed.
2. Attend training offered by MPCA and DNR staff regarding field visits, sampling, data management, and GoCanvas, as needed.
3. Attend MPCA administrative and invoice training as needed.

Task B: Track project expenditures and submit invoices.

1. Develop budget tracking spreadsheet and track expenditures.
2. Compile and submit invoices monthly or at least quarterly.

Task C: Complete reporting requirements using format provided by MPCA Project Manager.

1. Compile and submit Interim Progress Report by February 1, 2021, to MPCA Project Manager for activities completed from June 2020 to December 2020.
2. Compile and submit Final Progress Report by February 1, 2022. An interim progress report would be required in lieu of a final progress report (if an amendment is executed to extend the contract term).
3. Display approved progress reports on www.nfcrwd.org throughout the contract.

Task D: Provide project updates to MPCA.

1. Primary water sampling staff are to attend one-hour conference calls as scheduled by MPCA. Up to 19 meetings will be held each calendar year. Additional attendees may include: back up water sampling staff and coordinators.
2. MPCA's WPLMN Program Coordinator (or Supervisor), and Project Manager will coordinate with local partner to participate in a midproject meeting once fifty percent of the funds have been expended. Meeting date, time, and location to be agreed upon by all parties.

Task E: Prepare for stream monitoring season.

1. Familiarize sampling staff with stream sampling locations through field visits and desktop reconnaissance as needed.
2. Contact eligible lab to request bottles and coolers and arrange billing information and lab data dissemination.
3. Purchase necessary monitoring equipment and supplies as needed based on Eligible Expenses section listed on the MPCA's WPLMN website at <https://www.pca.state.mn.us/wplmn/local-partner-financial-assistance>.
4. Maintain a copy of the Permit to Appropriate and Transport Water for Water Quality Sampling (provided by the MPCA) in sampling equipment or vehicle.
5. Review Aquatic Invasive Species (AIS) list when updated. If AIS are identified at sampling locations, work with MPCA Project Manager to define sampling protocols and equipment at AIS sampling locations.

Task F: Become familiar with site specific hydrologic and water quality dynamics to aid in determining sample collection timing and frequency.

1. Consult an array of precipitation and weather forecasting websites.
2. Review hydrographs on the Hydrometeorological Automated Data System and Cooperative Stream Gaging websites to determine hydrologic response times.
3. Develop hydrograph analysis for each site and revise as additional data becomes available.
4. Review laboratory results for analytical, transcription, and/or site location errors within five days of receiving.

Task G: Ensure field meter is calibrated, in good operational order, records are kept and submitted.

1. Calibrate dissolved oxygen, pH*, and specific conductance* prior to each sampling event during open water sampling.
2. If applicable, follow field meter guidance for long-term storage during winter months.
3. Replace probes and sensors and perform general maintenance as needed.
4. Conduct temperature sensor check with National Institute of Standards and Technology (NIST) traceable thermometer twice per monitoring season.
5. Document calibration and maintenance records in log book or log sheets.
6. Submit field meter calibration log by January 1, annually.

**Specific conductance and pH no more frequently than weekly.*

Task H: Collect water quality samples at sites listed in section III monitoring site table and follow protocol as defined in the WPLMN Standard Operating Procedures and Guidance (SOPG)*. For the Aquatic Invasive Species (AIS) sites, follow the MPCA Water Quality Monitoring in AIS Infested Locations Standard Operating Procedures**.

1. Collect 36 water quality samples at the Tier 1 subwatershed sites from ice out through October 31 (approximately 18 samples per year). Final count of water quality samples to be at the MPCA's discretion based on meteorological events.
2. Collect two field replicate samples*** per year at each subwatershed site.
3. Collect one equipment blank sample*** per year per primary sampler at one site. The equipment blank may be collected at any one site covered by the primary staff person. The equipment blank should replace a field replicate sample.
4. Ship or deliver samples to an eligible lab for analyses of total phosphorus, total suspended solids, total Kjeldahl nitrogen, and nitrate-nitrite nitrogen. Labs are required to submit water quality data to MPCA as an Electronic Data Deliverable as defined in the QAPP.

*<http://www.pca.state.mn.us/index.php/view-document.html?gid=16174>

**<https://www.pca.state.mn.us/sites/default/files/wq-s1-68.pdf>

****Field replicate and equipment blank samples may be used as regular samples during wet years.*

Task I: Collect field measurements and observations at each visit and record on WPLMN field sheet, field book or electronically using GoCanvas* and submit by deadline.

1. Collect field meter measurements (dissolved oxygen, water temperature, pH, and specific conductance) in situ, using a properly calibrated field meter.
2. Collect stream transparency using a 100 cm Secchi tube.
3. Photos documenting water clarity and stream conditions (upstream and downstream views) are also required at each visit.
4. Record datalogger readings, error range, control conditions and water level information (using a wire weight gage, staff gage, or weighted tape).
5. Submit field meter measurements, transparency data, photos, visual observations and water level information using GoCanvas. Submissions are due by the 1st and 15th of each month.
6. Compile and submit copies of field records and extra photos (not submitted via GoCanvas) by January 1, May 1, August 1, and November 1, annually. If additional photos are collected, organize photos using MPCA's naming guidance. Data may be mailed or emailed (size dependent).

*A GoCanvas license will be provided by MPCA.

III. Monitoring site table

| Site type | Basin | WISKI ID | EQulS ID | Site name | Latitude | Longitude | AIS | Tier |
|--------------|-----------------------|-----------|----------|--|---------------|-----------------|-----|------|
| Subwatershed | North Fork Crow River | H18043003 | S002-356 | North Fork Crow River nr Paynesville, MN23 | 45.3845900000 | -94.69587600000 | | 1 |
| Subwatershed | North Fork Crow River | H18053001 | S004-421 | Middle Fork Crow River nr Manannah, CSAH30 | 45.2434881200 | -94.61943073000 | | 1 |

Notes:

V. Measurable outcomes

Measures for success:

This project will be considered a success with the additional data collection from two monitoring locations in the upper watershed of the North Fork of the Crow River. With continuing to sample these locations, we will be able to do the following:

- Created a long term trend for these sites.
- Collect valuable intensive monitoring data, especially during storm events.
- Collect samples to see a change in NFCRWD upstream of Rice Lake, impaired for nutrients (TMDL approved), where 93% of nutrients coming from the NFCRWD. This data helps better understand the nutrients entering the lake from the river.
- Monitoring and data analysis will support WRAPS strategies, 1W1P, and local implementation efforts.
- Aid in a scientifically sound and comprehensive understanding of water quality in Minnesota, which requires field observations and sample collection at critical times during rainfall/runoff events.
- Water samples and field measurements will be collected at each monitoring location, at appropriately defined times and flow conditions.
- Accepted Quality Assurance (QA)/Quality Control (QC) sampling procedures will be adhered to.
- All monitoring data collected through this project will meet the requirements of and be entered into the proper templates and submitted on time.
- Up to a total of 80 samples from subwatershed locations will be collected during this project period at base and high flow events.

VI. Budget

| | |
|--|--------------------|
| Total staff cost (see rates below)* | \$17,899.74 |
| Laboratory analyses** | \$3,996.00 |
| Mileage*** | \$1,828.50 |
| Lodging | \$0.00 |
| Meals*** | \$0.00 |
| Shipping | \$660.00 |
| Equipment and supplies (see detailed list below) | \$212.00 |
| Total obligation will not exceed: | \$24,596.24 |

* Staff rates shall not exceed the following rates:

NFCRWD Technician: \$43.40 NFCRWD Intern: \$23.66 MFCRWD Backup: \$41.60

NFCRWD Admin Asst: \$50.42 MFCRWD Technician: \$58.74

NFCRWD Administrator: \$59.44 MFCRWD Admin Asst: \$50.59

**Current Sampling and Laboratory Services Master Contract Rates shall not be exceeded.

***Must follow the Commissioner's Plan

Detailed equipment and supplies list

| Equipment - limited to items greater than \$500 with a life expectancy greater than one year | Quantity needed | Unit cost | Total cost |
|--|-----------------|-----------|------------------------|
| Field meter with DO, pH and Conductivity probes and handpad | | | |
| Replacement Dissolved Oxygen probe | | | |
| Replacement pH probe | | | |
| Replacement conductivity probe | | | |
| Other (please list each item by line): | | | |
| N/A | | | |
| N/A | | | |
| Supplies (field, office, and safety) - items less than \$500 | | | \$212.00 |
| | | | Total: \$212.00 |

MEMORANDUM OF UNDERSTANDING

FY 2020 Watershed Pollutant Load Monitoring Network

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

North Fork Crow River Watershed District (“NFCRWD”) – Watershed District
Middle Fork Crow River Watershed District (“MFCRWD”) – Watershed District

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 FY2020 Watershed Pollutant Load Monitoring Network (WPLMN) grant contract with the MN Pollution Control Agency (MPCA) entitled Upper North Fork Crow River WPLMN Project (“Project”). The Project contract and MOU will remain in effect through the life of the Project and any and all applicable continuations.

The main objectives of the Project are stream monitoring, data management, and project oversight. This MOU defines the roles and responsibilities of each partner listed in the project contract.

II. ROLES AND RESPONSIBILITIES

As described in the Project work plan (incorporated as Exhibit A), the Project partners will work on three main objectives; stream monitoring, data management, and Project oversight.

A. TRAINING AND MEETING ATTENDANCE

Each partner will be responsible to assign a lead staff person(s) as main contact for their organization. This staff person(s) will attend field training as provided by MPCA in conjunction with the Project. They will also attend all Project field meetings and conference calls. If the lead staff cannot attend a required meeting, they are responsible to obtain all information discussed or distributed.

The Project will sample two site locations. All lead staff are responsible for familiarizing themselves with site locations in the event that they must serve as back-up sampler to a partner. Site location information (maps, GPS coordinates, field photos, etc.) will be distributed to all lead staff at the time of annual field training or updated as needed.

Funding for local partners to complete Flux32 modeling is not currently in 2020 workplan. Local partners may be asked to complete Flux32 work if more funding becomes available. If funding is available MPCA will provide FLUX32 model software and training for each

partner to complete load calculations for their designated site(s). Lead staff will attend Project training led by the MPCA Project manager(s).

Lead staff are responsible to attend telephone conferences as specified during the duration of the Project. If lead staff cannot attend the meeting, they should notify the group in advance if possible, or designate an alternate to attend the meeting. If possible, lead staff should email the MPCA Project manager(s) in advance and submit weekly notes / updates for the group.

| Responsibility / Activity | Responsible Partner |
|--|----------------------------|
| • Appoint lead staff for the organization | MFCRWD, NFCRWD |
| • Schedule annual training with MPCA* (funding | NFCRWD, MPCA |
| • Schedule and provide FLUX32 model software and training* (funding dependent) | MPCA |
| • Prepare and distribute site location information to all partners, template forms, etc. | MPCA / DNR |
| • Notify partners of field training opportunities / requirements of the Project grant | NFCRWD |
| • Set conference call schedules / agendas | NFCRWD / MPCA |
| • Attend conference calls and meetings | MFCRWD, NFCRWD |

B. EQUIPMENT & SUPPLIES

Each organization is required to obtain and maintain stream sampling and stream gauging equipment to meet standard operating procedures as required by the MPCA.

As part of the Project agreement, MN DNR staff will operate and maintain stream flow gauging equipment. Lead staff are responsible for reporting any issues / discrepancies directly to the MN DNR staff, such as issues with gauge height, desiccant condition, line blockages, etc.

As part of the Project funding, calibration standards and solutions will be purchased and distributed to all partners.

| Responsibility / Activity | Responsible Partner |
|---|----------------------------|
| • Acquire calibration standards and solutions from MPCA and distribute to all partners. | NFCRWD |
| • Acquire needed probes and all other equipment/parts using Project funds | NFCRWD |
| • Acquire needed probes and all other equipment/parts through agreement with MPCA | NFCRWD, MFCRWD / MPCA |

| | |
|--|----------------|
| <ul style="list-style-type: none"> Responsible for checking on overall condition of flow gauging equipment and reporting to MN DNR. | MFCRWD, NFCRWD |
|--|----------------|

C. LAB SERVICES

RMB Laboratories is the designated lab for the Project. All partners are required to set-up and maintain an account with the lab and ship their samples to the lab directly. Lead staff is responsible for maintaining Project chain of custody documents separate from any other agency sampling. Project chain of custody will be set up with the lab and be billed directly to the NFCRWD.

| Responsibility / Activity | Responsible Partner |
|---|---------------------|
| <ul style="list-style-type: none"> Contact lab and set-up Project billing account. Notify project partners of billing account for chain of custody | NFCRWD |

D. SHIPPING SERVICES

Shipping costs for Project samples only will be a reimbursable expense (See Fiscal Management). Holding times for samples must not exceed parameter standards. Lead staff are responsible for ensuring samples meet holding time limits and documenting any samples that exceed holding times. MPCA is the ultimate authority regarding validity of samples taken past holding times.

| Responsibility / Activity | Responsible Partner |
|--|---------------------|
| <ul style="list-style-type: none"> Each partner is responsible for their own shipping practices and ensuring that practices allow samples to be delivered within holding times. | NFCRWD, MFCRWD |

E. QUALITY ASSURANCE PRACTICES AND PROCEDURES (QAPP)

A Project specific QAPP will be developed by MPCA. All partners are responsible to be familiar with and adhere to the QAPP. If at any time for any reason a partner cannot comply with the QAPP, it is that partner's responsibility to notify all other project partners and Project manager(s) as soon as possible. This is to ensure that any data obtained outside of the QAPP can be properly flagged and measures can be taken to resolve the issue.

Any changes to the QAPP must be approved by the MPCA project manager(s). The QAPP will be updated as soon as possible with any changes and distributed to all project partners.

In order to comply with QAPP measures and MPCA standard collection procedures, all partners need to follow calibration methods as define by the project QAPP. Partners will document any and all compliance with the QAPP and provide records as required.

| Responsibility / Activity | Responsible Partner |
|---|----------------------------|
| <ul style="list-style-type: none"> Complete project specific QAPP template and obtain MPCA approval | NFCRWD / MPCA |
| <ul style="list-style-type: none"> Ensure all lead staff have the most current version of the QAPP | NFCRWD |
| <ul style="list-style-type: none"> Obtain calibration solutions and standards and distribute to project partners. | NFCRWD |
| <ul style="list-style-type: none"> Notify partners and MPCA Project manager(s) of inability to follow QAPP or samples obtained outside of QAPP | MFCRWD, NFCRWD |
| <ul style="list-style-type: none"> Calibrate DO, pH, and SC prior to each sampling event. SC and pH only need weekly calibration. | MFCRWD, NFCRWD |
| <ul style="list-style-type: none"> Document compliance with QAPP as required and provide documentation as reporting requires. | MFCRWD, NFCRWD |

F. **FIELD MONITORING: STREAM SAMPLING AND FLOW GAUGING**

This project proposes to monitor two stream sites. Each partner will be responsible for data collection at its designated sites.

1. **SAMPLE PARAMETERS AND ANALYTES**

Each site will be sampled for total phosphorus (TP), total suspended solids (TSS), total Kjeldahl nitrogen (TKN), and nitrate-nitrite nitrogen (NO3). Duplicates will be collected twice for sub-basin sites per monitoring cycle, field replicate and equipment blank samples may be used at regular samples during wet years

Lead staff will collect field measurements consisting of dissolved oxygen (DO), water temperature, pH, and specific conductance in situ, using a properly calibrated field meter. Stream transparency will be collected using a standard 100 cm Secchi tube with standard protocols. Field notes will consist of water level readings, site photos, and site condition observations. All field notes and observations will be recorded on a WPLMN field sheet, field book, or electronically via Canvas software. Lead staff will record datalogger readings, error, control conditions and water level information using standard equipment methods.

| Site Name / ID | Target Sample # | Responsible Partner |
|-----------------------|------------------------|----------------------------|
|-----------------------|------------------------|----------------------------|

| | | |
|---|------------------|--------|
| North Fork Crow River near Paynesville, MN Business 23/ S002-356 | 18 + 2 replicate | NFCRWD |
| Middle Fork Crow River near Manannah, CSAH 30/ S004-421 | 18 + 2 replicate | MFCRWD |

2. PRECIPITATION EVENTS

A precipitation event will be defined by the MPCA Project Manager(s) and may be subject to change throughout the Project season depending on the information desired by the MPCA. Project partners are responsible for collecting samples at these defined threshold(s) of a rain event. Staff may be required to take samples outside of normal working hours, except over holiday weekends.

Rain events are expected to be collected at every Project site. All normal data will be collected during a rain event.

3. FLOW GAUGING

MN DNR will be responsible for obtaining flow gauge data for each site. MN DNR lead staff will submit the data to MPCA directly. Lead staff will obtain flow data from the responsible state agency in order to complete FLUX modeling on their applicable sites. * (funding dependent)

4. SAMPLING AT SITES WITH AIS

Lead staff and back-up staff will follow sample collection procedures for AIS infested site(s) outlined in the Project QAPP. The MN DNR requires a permit for sampling in AIS infested waters.

| Responsibility / Activity | Responsible Partner |
|---|----------------------|
| <ul style="list-style-type: none"> Apply for and obtain MN DNR Infested Waters work permit as needed or required by state agency | NFCRWD, MFCRWD, MPCA |

5. BACK-UP SAMPLING

If lead staff are unavailable for any reason to collect samples, they are responsible to notify their designated back-up sampler. Each partner should have a lead staff and back-up staff from their own office. If all options for back-up are exhausted in house, then lead staff can contact their partner agency for back-up.

| Responsibility / Activity | Responsible Partner |
|---|---------------------|
| <ul style="list-style-type: none"> Back-up to MFCRWD | NFCRWD |
| <ul style="list-style-type: none"> Back-up to NFCRWD | MFCRWD |

III. REPORTING REQUIREMENTS

A. DATA MANAGEMENT

All partners are responsible for compiling Project data. Data consists of site inspection data, field sheets and notes, site photos, and calibration logs. Lead staff must submit bi-monthly Canvas data forms. Data will be submitted directly to the MPCA by each partner.

For current workplan MPCA will complete load calculations using the FLUX32 model for project sites. Funding for local partners to complete Flux32 modeling is not currently in 2020 workplan. Local partners may be asked to complete Flux32 work if more funding becomes available. If funding is available Lead staff will complete load calculations using the FLUX32 model for their individual sites. Lead staff will obtain the FLUX32 input files from Project Manager(s) and calculate seasonal and annual loads for designated sites. FLUX32 pollutant load and supporting data will be submitting to the MPCA within 60 days of receipt of the input files.

| Responsibility / Activity | Responsible Partner |
|---|-------------------------------------|
| <ul style="list-style-type: none"> Maintain field records and sample data records | MFCRWD, NFCRWD |
| <ul style="list-style-type: none"> Review laboratory results for analytical, transcription, and/or site location errors within five days of receiving. | MFCRWD, NFCRWD / MPCA |
| <ul style="list-style-type: none"> Enter data into Canvas provided by MPCA and submit by the 1st and 15th of each month from ice out through October. | MFCRWD, NFCRWD |
| <ul style="list-style-type: none"> Compile and submit photos, copies of field sheets (or field book) and field meter calibration log to MPCA Project Manager, quarterly. | MFCRWD, NFCRWD |
| <ul style="list-style-type: none"> Obtain FLUX32 input files from MPCA Project Manager(s). Distribute site specific information to partners for analysis.* (funding dependent) | MPCA *funding dependent (NFCRWD) |
| <ul style="list-style-type: none"> Calculate FLUX32 seasonal and annual pollutant loads for designated sites within 60 days* (funding | MPCA *funding dependent (NFCRWD, |
| <ul style="list-style-type: none"> Submit FLUX32 modeling data to MPCA project manager(s)* (funding dependent) | MPCA *funding dependent (NFCRWD, |
| <ul style="list-style-type: none"> Submit all required data for assigned sites to MPCA by November 1st | MFCRWD, NFCRWD |

B. PROJECT REVIEWS / SEMI-ANNUAL AND ANNUAL REPORTS

NFCRWD lead staff will participate in a mid-project review with the MPCA. This review will consist of review of allocation of time per project objective, invoices, reimbursement

forms, change orders to reallocate funds between project objectives and any / all other Project management issues.

NFCRWD will draft the final project report. Partners are responsible to provide information related to number of field observations, monitoring runs, and other information as requested. NFCRWD will submit the final Project report to MPCA by the Project deadline. If any reports should need an extension, NFCRWD will be responsible to request and obtain an extension.

All partners will post reports on their website.

| Responsibility / Activity | Responsible Partner |
|--|---------------------|
| <ul style="list-style-type: none"> Complete required annual Project reports by deadline. | NFCRWD |
| <ul style="list-style-type: none"> Complete required final Project report by Project deadline | NFCRWD |
| <ul style="list-style-type: none"> Post final reports on agency website | MFCRWD, NFCRWD |

IV. FISCAL MANAGEMENT

The NFCRWD will serve as fiscal manager for this Project. Each partner is responsible for tracking their project expenditures. Partners will submit their eligible expenses for reimbursement to the NFCRWD monthly. Partners will submit their expenses by using the provided Project expense tracking Excel workbook. Each partner is responsible to ensure that their submittals are accurate and up-to-date. Expenditures are to be submitted by the 15th of each month. **Any expenses not tracked within the current month submittals are the responsibility of the partner and will not be reimbursed.**

NFCRWD is responsible to compile and submit all expenditures to MPCA for review and reimbursement. NFCRWD will submit expenses to MPCA by the final day of each month. Upon reimbursement by MPCA, NFCRWD will reimburse project partners on a monthly basis. Project partners will be reimbursed by check through NFCRWD. Reimbursements will include a detailed statement of expense reimbursements for each partner’s financial records.

| Responsibility / Activity | Responsible Partner |
|---|---------------------|
| <ul style="list-style-type: none"> Monthly compilation of eligible expenses for reimbursement. Submit to NFCRWD by the 15th of each month | MFCRWD, NFCRWD |
| <ul style="list-style-type: none"> Compilation of partner expenses and submittal to MPCA by the last day of the month | NFCRWD |

| | |
|--|---------------|
| <ul style="list-style-type: none"> • Reimbursement of expenses to project partners on a bi-monthly basis. Reimbursement checks shall contain a detailed statement of reimbursement items. | <p>NFCRWD</p> |
|--|---------------|

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 samples. Costs in the aggregate for other samples included in any shipping, mileage, staff time, etc. are considered ineligible.

- Lab analyses costs for Project sample(s)
- Shipping costs for Project sample(s)
- Staff time for sampling (as presented in approved budget)
- Mileage Expenses (Annual federal rate, distance incurred for Project specific activities under the approved budget)
- Supplies: Calibration solutions and standards, bottles, other supplies stated in project budget
- Meals tied to meetings for WPLMN

V. MOU TIMEFRAME OF AGREEMENT

This MOU shall remain in effect for the length of the Project and its subsequent continuations.

VI. FAILURE TO COMPLY WITH MOU

The NFCRWD shall be the designated lead agency for the Project contract with MPCA and as such, accepts full responsibility for the performance of the collaborative partners listed in this MOU.

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 MFCRWD and NFCRWD and may be amended only by written agreement signed by each of the entities involved.

Middle Fork Crow River Watershed District ("MFCRWD")

Authorized Official: _____
Signature *Printed Name and Title*

Address: _____

Telephone: _____

Email: _____

North Fork Crow River Watershed District ("NFCRWD")

Authorized Official: _____
Signature *Printed Name and Title*

Address: _____

Telephone: _____

Email: _____