Bois de Sioux Watershed District
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Regular Meeting Agenda

NOVEMBER 19, 2020

Approved Minutes are posted on www.bdswd.com. Underscored times will be honored; all other times are estimates.

Board President Linda Vavra, Watershed District Attorney Lukas Croaker, and Administrator Jamie Beyer have determined that an in-person meeting is not practical or prudent because of a health pandemic.

Pursuant to Minnesota Statute 13D.021, this meeting will be held by telephone and electronic means, and:

- All members of the body participating in the meeting, wherever their physical location, will hear one another and can hear all discussion and testimony;
- Members of the public present at the regular meeting location of the body will hear all discussion and testimony and all votes of the members of the body;
- At least one member of the body, chief legal counsel, or chief administrative officer will be physically present at the regular meeting location; and
- All votes will be conducted by roll call, so each member's vote on each issue can be identified and recorded.

Pursuant to Minnesota Statute 13D.021 Pursuant to 13D.021 Subd. 3, any person may monitor the meeting electronically from a remote location, at their own cost.

Join Zoom Meeting by Computer and/or Telephone

www.zoom.com -> Join a meeting -> Meeting ID: 899 7361 7665 and Passcode: 528835 (Raise and hold your hand up to be recognized by the President) or you can call-in to: (312) 626-6799 -> Meeting ID: 899 7361 7665 and Passcode: 528835 (Press *6 to unmute your phone if you wish to speak)

9:00 AM

Verification of Quorum & Call to Order
Pledge of Allegiance
Meeting Comments
Consider Agenda Additions and Approve Agenda
Declaration of Conflicts of Interest
Approve Consent Agenda, which includes:
- Approve Claims of November 19, 2020
- Approve Minutes of October 15, 2020
- Treasurer's Report & Budget

Public Comment

PERMITS

Update
#20-115, Jon Mathias
#20-127, Jason Snell
#20-143 Tom Frisch
#20-149 Guardian Trust
#20-150 Guardian Trust
#20-152 Greg Frisch
#20-155 Connie Seidler

DITCHES

Update

JD #11
- Update
- Approve Proposal for a Geotechnical Evaluation
- Approve Change Order No. 5 and Substantial Completion
- Approve Contractor Pay Application No. 5
- Approve Traverse County Bond Reimbursement Request #6
- Approve Resolution Authorizing Transfer of Funds, Culvert Cost Share Policy

JD #6
- Wilkin County Variance
- 103E.715 Subd. 2 Engineer's Repair Report Filed
- Order 103E.715 Subd. 4 Hearing on Engineer's Report &
- Order 103E.315 Subd. 2 Final Hearing on Redetermination of Benefits and Damages (after Dec. 18th)

	WCD #9	Update
		Approve Resolution to Update Culvert and Clean Water Cost Share Amounts
	JD #14	Update
WATERSHED PROJECTS	RRWMB	Rob Sip, Use of Funds
	LTWQIP	Update
	Doran Creek	Update
	Big Lake	EAW Review and Approval
	Lake Samantha	Update
	North Ottawa	Bird Reports: https://ebird.org/hotspot/L2182908
		Update on Memorandum of Agreement, Project Team & Adaptive Management
	Redpath	Purchase Agreement Updates
		SW1/4, Section 15 60-acre Terms of Sale
		Approve Farmland Lease Templates & Bid Notices for Crop Year 2021 - 2023
	Buffers	Approve Joint Information Letter, Approve Alternative Practices List, Consider Use of Buffer Funds

BOARD MANAGERS
Update
RRWMB, RRRA, RRBC, FDRWG, MAWD
Drainage Workgroup Update
Committee Reports

GENERAL
Update
LMCIT Insurance Claim
1W1Plan Update
Approve CLA Audit for 2021
Order Public Hearing for the 2021 General Fund, Construction Fund, and the Levies for the Ditch System Funds and Projects
Approve MAWD Delegates & MAWD Registration
Letters & Minutes
State Water Plan: https://www.eqb.state.mn.us/sites/default/files/documents/2020_water-plan%20FINAL.pdf

Upcoming Board Meetings:
December 17, 2020 at 9 AM
January 21, 2021 at 9 AM
February 18, 2021 at 9 AM

Other:
MAWD Convention
December 2 – 4th, 2020

1:28 PM
11/13/20
Accrual Basis

Bois de Sioux Watershed District
Transaction Detail by Account
October 16 through November 19, 2020

Type	Date	Num	Name	Memo	Account	Class	Amount
Aramark							
Check	11/19/2020	20931	Aramark	RUGS	53420 · Maintenance	Administrative Fund:General Cash	-31.65
Total Aramark							-31.65
Bank of the West							
Check	10/23/2020		Bank of the West		53200 · Miscellaneous Expen...	Construction Fund	-35.00
Total Bank of the West							-35.00
Bois de Sioux Watershed							
Check	11/03/2020	20920	Bois de Sioux Watershed	VOID:	45000 · Miscellanous Income		0.00
Check	11/03/2020	20921	Bois de Sioux Watershed	VOID:	45000 · Miscellanous Income		0.00
Check	11/03/2020	20922	Bois de Sioux Watershed	VOID:	45000 · Miscellanous Income		0.00
Check	11/03/2020	20923	Bois de Sioux Watershed	VOID:	45000 · Miscellanous Income		0.00
Total Bois de Sioux Watershed							0.00
City of Wheaton							
Check	11/03/2020	20919	City of Wheaton	W/S/G	53440 · Utility Expense	Administrative Fund:General Cash	-36.19
Check	11/03/2020	20910	City of Wheaton	VOID:	53440 · Utility Expense		0.00
Total City of Wheaton							-36.19
Dakota Mailing & Shipping Equipment							
Check	11/19/2020	20933	Dakota Mailing & Shipping Eq...	POSTAGE METER INK	53500 · Office Supplies	Administrative Fund:General Cash	-218.48
Total Dakota Mailing & Shipping Equipment							-218.48
Donald Metz							
Check	10/21/2020	20900	Donald Metz	HOURS & MILEAGE	54600 · Viewers Expense	Ditch Fund:JCD #6	-553.25
Total Donald Metz							-553.25
Dwight Veldhouse							
Check	10/21/2020	20899	Dwight Veldhouse	HOURS & MILEAGE	54600 · Viewers Expense	Ditch Fund:JCD #6	-1,188.18
Total Dwight Veldhouse							-1,188.18
Elan Financial Services							
Check	11/19/2020	20932	Elan Financial Services	BOARD MEETING MEAL	52800 · Meeting Expense	Administrative Fund:General Cash	-94.64
Check	11/19/2020	20932	Elan Financial Services	FREEFIND SEARCH UPDATE	55130 · Website	Administrative Fund:General Cash	-19.00
Check	11/19/2020	20932	Elan Financial Services	ADOBE SUB	55130 · Website	Administrative Fund:General Cash	-33.65
Check	11/19/2020	20932	Elan Financial Services	ZOOM SUB	52800 · Meeting Expense	Administrative Fund:General Cash	-32.04
Check	11/19/2020	20932	Elan Financial Services	POSTAGE	53610 · Postage	Administrative Fund:General Cash	-7.50
Total Elan Financial Services							-186.83
Frontier							
Check	11/19/2020	20934	Frontier	PHONE & FAX LINE	53450 · Telephone Expense	Administrative Fund:General Cash	-203.62
Total Frontier							-203.62
Further							
Check	11/03/2020	20902	Further	VOID:	Health Insurance Expense		0.00
Total Further							0.00

Bois de Sioux Watershed District
Transaction Detail by Account
October 16 through November 19, 2020

Type	Date	Num	Name	Memo	Account	Class	Amount
Houston Engineering, Inc.							
Check	11/19/2020	20936	Houston Engineering, Inc.	Overall Plan Update - 1W1P	53650 · Overall Plan	Construction Fund:Overall Plan & 1W1...	-828.00
Total Houston Engineering, Inc.							-828.00
HPS							
Check	11/19/2020	20937	HPS	NORTH OTTAWA PORTAPOTTY	53440 · Utility Expense	Construction Fund:North Ottawa Impou...	-306.25
Total HPS							-306.25
Larson Oil Company							
Check	11/19/2020	20938	Larson Oil Company	VEHICLE FUEL	54400 · Vehicle Fuel	Administrative Fund:General Cash	-86.50
Total Larson Oil Company							-86.50
Lucas Gaytan							
Deposit	10/22/2020		Lucas Gaytan	67 HAY BALES	45000 · Miscellanous Income	Construction Fund:North Ottawa Impou...	1,072.00
Total Lucas Gaytan							1,072.00
Mark Dietz							
Check	10/21/2020	20901	Mark Dietz	HOURS & MILEAGE	54600 · Viewers Expense	Ditch Fund:JCD #6	-410.25
Total Mark Dietz							-410.25
MN PEIP							
Liability Check	11/12/2020	20928	MN PEIP	Troy	Health Insurance Expense	Administrative Fund:General Cash	-363.70
Liability Check	11/12/2020	20928	MN PEIP	Wendy	Health Insurance Expense	Administrative Fund:General Cash	-363.70
Total MN PEIP							-727.40
Mn State Retirement System							
Check	11/03/2020	20903	Mn State Retirement System	VOID:	53200 · Miscellaneous Expen...		0.00
Total Mn State Retirement System							0.00
Moore Engineering, Inc.							
Deposit	10/22/2020		Moore Engineering, Inc.	RETURN OF DOUBLE BILLING	45000 · Miscellanous Income	Ditch Fund:JCD #6	5,832.50
Total Moore Engineering, Inc.							5,832.50
Nick Persing							
Check	11/19/2020	20939	Nick Persing	07/13/20 - 10/04/20 MOWING	53410 · Yard Maintenance	Administrative Fund:General Cash	-500.00
Total Nick Persing							-500.00
Ohnstad Twichell, PC							
Check	11/19/2020	20940	Ohnstad Twichell, PC	JD #11 REPAIR	52600 · Legal Fees	Ditch Fund:JCD #11	-75.00
Check	11/19/2020	20940	Ohnstad Twichell, PC	WCD #9	52600 · Legal Fees	Ditch Fund:WCD #9	-460.00
Check	11/19/2020	20940	Ohnstad Twichell, PC	LTWQIP	52600 · Legal Fees	Construction Fund:Lake Traverse WQ I...	-1,702.50
Check	11/19/2020	20940	Ohnstad Twichell, PC	REDPATH PROJECT	52600 · Legal Fees	Construction Fund:Redpath Impoundm...	-2,360.00
Check	11/19/2020	20940	Ohnstad Twichell, PC	REDPATH PROJECT	52600 · Legal Fees	Construction Fund:Redpath Impoundm...	-595.00
Check	11/19/2020	20940	Ohnstad Twichell, PC	GENERAL LEGAL WORK	52600 · Legal Fees	Administrative Fund:General Cash	-662.37
Check	11/19/2020	20940	Ohnstad Twichell, PC	PERMITS	52600 · Legal Fees	Construction Fund	-1,340.00
Check	11/19/2020	20940	Ohnstad Twichell, PC	DORAN CREEK	52600 · Legal Fees	Construction Fund	-100.00
Check	11/19/2020	20940	Ohnstad Twichell, PC	1W1PLAN	52600 · Legal Fees	Construction Fund:Overall Plan & 1W1...	-3,000.00
Check	11/19/2020	20940	Ohnstad Twichell, PC	PERMITS	52600 · Legal Fees	Construction Fund	-40.00
Check	11/19/2020	20940	Ohnstad Twichell, PC	BUFFER ORDINANCE	51020 · Buffers	Construction Fund:Buffer Strips	-260.00
Check	11/19/2020	20940	Ohnstad Twichell, PC	NORTH OTTAWA	52600 · Legal Fees	Construction Fund:North Ottawa Impou...	-140.00
Check	11/19/2020	20940	Ohnstad Twichell, PC	JD #6	52600 · Legal Fees	Ditch Fund:JCD #6	-937.50

Bois de Sioux Watershed District
Transaction Detail by Account
October 16 through November 19, 2020

Type	Date	Num	Name	Memo	Account	Class	Amount
Check	11/19/2020	20940	Ohnstad Twichell, PC	LTWQIP NO. 2	52600 · Legal Fees	Construction Fund:Lake Traverse WQ I...	-260.00
Check	11/19/2020	20940	Ohnstad Twichell, PC	LTWQIP	52600 · Legal Fees	Construction Fund:Lake Traverse WQ I...	-25.00
Total Ohnstad Twichell, PC							-11,957.37
Olson Tile & Excavating, LLC							
General Jour...	11/10/2020	RECO...	Olson Tile & Excavating, LLC	Reverse of GJE RECODEGRAN -- For ...	54140 · FEMA Repairs and M...	Ditch Fund:JCD #12	253.00
Total Olson Tile & Excavating, LLC							253.00
Otter Tail County							
Deposit	11/02/2020		Otter Tail County	REMIT TO WILKIN COUNTY FOR BO...	41190 · Ditch Assesment	Ditch Fund:WCD #9	1,791.78
Deposit	11/02/2020		Otter Tail County	PROPERTY TAXES	42030 · Ottertail County	Administrative Fund:General Cash	998.58
Deposit	11/02/2020		Otter Tail County	PROPERTY TAXES	42030 · Ottertail County	Construction Fund	3,258.65
Deposit	11/02/2020		Otter Tail County	RRWMB PORTION OF PROPERTY T...	42030 · Ottertail County	RRWMB	3,258.64
Total Otter Tail County							9,307.65
Ottertail Power Company							
Check	11/03/2020	20914	Ottertail Power Company	ELECTRICITY	53430 · Electricity	Administrative Fund:General Cash	-111.52
Check	11/03/2020	20905	Ottertail Power Company	VOID:	53430 · Electricity		0.00
Total Ottertail Power Company							-111.52
Pitney Bowes							
Check	11/03/2020	20915	Pitney Bowes	POSTAGE MACHINE LEASE	52100 · Equipment Lease & R...	Administrative Fund:General Cash	-150.69
Check	11/03/2020	20906	Pitney Bowes	VOID:	52100 · Equipment Lease & R...		0.00
Total Pitney Bowes							-150.69
QuickBooks Payroll Service							
Liability Check	10/29/2020		QuickBooks Payroll Service	Fee for 2 direct deposit(s) at $1.75 each	53700 · Payroll Expenses	Administrative Fund:General Cash	-3.50
Liability Check	11/13/2020		QuickBooks Payroll Service	Fee for 2 direct deposit(s) at $1.75 each	53700 · Payroll Expenses		-3.50
Total QuickBooks Payroll Service							-7.00
Raguse Family Partnership							
Deposit	11/12/2020		Raguse Family Partnership	COMPENSATION FOR GROUND LEF...	45000 · Miscellanous Income		4,136.40
Total Raguse Family Partnership							4,136.40
RRWMB							
Check	11/19/2020	20941	RRWMB	PORTION OF PROPERTY TAXES FO...	54225 · Transfer of Funds RR...	RRWMB	-31,770.46
Total RRWMB							-31,770.46
Runestone Telecom Assoc.							
Check	11/03/2020	20916	Runestone Telecom Assoc.	INTERNET & EMAIL	53440 · Utility Expense	Administrative Fund:General Cash	-120.95
Check	11/03/2020	20907	Runestone Telecom Assoc.	VOID:	53440 · Utility Expense		0.00
Total Runestone Telecom Assoc.							-120.95
Star Bank							
Check	11/03/2020	20904	Star Bank	VOID:	Health Insurance Expense		0.00
Total Star Bank							0.00

Bois de Sioux Watershed District
Transaction Detail by Account
October 16 through November 19, 2020

Type	Date	Num	Name	Memo	Account	Class	Amount
State of Minnesota							
Deposit	10/29/2020		State of Minnesota	AG MARKET VALUE HOMSTEAD CR...	49300 · State Credits & Ag M ...	Administrative Fund:General Cash	2,377.37
Deposit	10/29/2020		State of Minnesota	AG MARKET VALUE HOMSTEAD CR...	49300 · State Credits & Ag M ...	Construction Fund	8,948.74
Deposit	10/29/2020		State of Minnesota	AG MARKET VALUE HOMSTEAD CR...	49300 · State Credits & Ag M ...	RRWMB	8,948.73
Total State of Minnesota							20,274.84
Stevens County							
Deposit	10/29/2020		Stevens County	PROPERTY TAXES	42040 · Stevens County	Administrative Fund:General Cash	1,830.17
Deposit	10/29/2020		Stevens County	PROPERTY TAXES	42040 · Stevens County	Construction Fund	5,975.83
Deposit	10/29/2020		Stevens County	PORTION OF PROPERTY TAXES FO...	42040 · Stevens County	RRWMB	5,975.82
Total Stevens County							13,781.82
The Title Company							
Check	10/23/2020	WIRE	The Title Company	NW1/4 LESS 50' 21-128-45 MATHIAS ...	52500 · Land	Construction Fund	-822,426.10
Total The Title Company							-822,426.10
Traverse County							
Deposit	10/27/2020		Traverse County	Deposit	41100 · Riparian Aid MN DOR	Construction Fund:Buffer Strips	30,959.00
Check	11/03/2020	20918	Traverse County	RECORD AMENDMENT	53200 · Miscellaneous Expen...	Construction Fund:Lake Traverse WQ I...	-92.00
Check	11/03/2020	20909	Traverse County	VOID:	53200 · Miscellaneous Expen...		0.00
Deposit	11/09/2020		Traverse County	BOND REIMBURSEMENT REQUEST ...	20500 · Intergovernmental Re...	Ditch Fund:JCD #11	276,871.71
Total Traverse County							307,738.71
Traverse County SWCD							
Check	11/19/2020	20942	Traverse County SWCD	COST-SHARE LINED WATERWAYS (...	51020 · Buffers	Construction Fund:Buffer Strips	-9,856.25
Total Traverse County SWCD							-9,856.25
Traverse Electric							
Check	11/09/2020	20924	Traverse Electric	REDPATH SHED	53430 · Electricity	Construction Fund:Redpath Impoundm...	0.00
Check	11/09/2020	20927	Traverse Electric	REDPATH SHED	53430 · Electricity	Construction Fund:Redpath Impoundm...	-42.75
General Jour...	11/09/2020	RECO...	Traverse Electric	For CHK 20924 voided on 11/09/2020	53430 · Electricity		-42.75
General Jour...	11/09/2020	RECO...	Traverse Electric	Reverse of GJE RECODEGRANT -- Fo...	53430 · Electricity		42.75
Total Traverse Electric							-42.75
Tri County Coop							
Check	11/09/2020	20925	Tri County Coop	VEHICLE GAS	54400 · Vehicle Fuel	Administrative Fund:General Cash	-188.61
Total Tri County Coop							-188.61
True North Steel							
Check	11/19/2020		True North Steel	CSP, GATE	54100 · Repairs and Maintena...	Ditch Fund:TCD #37	-3,399.00
Total True North Steel							-3,399.00
Twin Valley Tire							
Check	11/19/2020	20943	Twin Valley Tire	TIRE REPAIR & NEW TIRES	54500 · Vehicle Maint & Repair	Administrative Fund:General Cash	-677.08
Total Twin Valley Tire							-677.08

Bois de Sioux Watershed District
Transaction Detail by Account
October 16 through November 19, 2020

Type	Date	Num	Name	Memo	Account	Class	Amount
Wilkin County							
Deposit	10/29/2020		Wilkin County	DITCH ASSESSMENTS	41190 · Ditch Assesment	Ditch Fund:WCD #18	187.02
Deposit	10/29/2020		Wilkin County	DITCH ASSESSMENTS	41190 · Ditch Assesment	Ditch Fund:WCD #20	2,012.51
Deposit	10/29/2020		Wilkin County	DITCH ASSESSMENTS	41190 · Ditch Assesment	Ditch Fund:WCD #25	854.60
Deposit	10/29/2020		Wilkin County	DITCH ASSESSMENTS	41190 · Ditch Assesment	Ditch Fund:WCD #35	37.15
Deposit	10/29/2020		Wilkin County	DITCH ASSESSMENTS	41190 · Ditch Assesment	Ditch Fund:WCD #39	438.11
Deposit	10/29/2020		Wilkin County	DITCH ASSESSMENTS	41190 · Ditch Assesment	Ditch Fund:WCD #Sub-1	1,308.71
Deposit	10/29/2020		Wilkin County	DITCH ASSESSMENTS	41190 · Ditch Assesment	Ditch Fund:JCD #6	1,794.08
Deposit	10/29/2020		Wilkin County	DITCH ASSESSMENTS	41190 · Ditch Assesment	Ditch Fund:JCD #7	261.22
Deposit	10/29/2020		Wilkin County	DITCH ASSESSMENTS	41190 · Ditch Assesment	Ditch Fund:JCD #11	2,448.46
Deposit	10/29/2020		Wilkin County	DITCH ASSESSMENTS	41190 · Ditch Assesment	Ditch Fund:JCD #12	279.45
Deposit	10/29/2020		Wilkin County	PROPERTY TAXES	42060 · Wilkin County	Administrative Fund:General Cash	4,145.47
Deposit	10/29/2020		Wilkin County	PROPERTY TAXES	42060 · Wilkin County	Construction Fund	13,587.28
Deposit	10/29/2020		Wilkin County	PORTION OF PROPERTY TAXES FO...	42060 · Wilkin County	RRWMB	13,587.27
Total Wilkin County							40,941.33
Willy's Super Valu							
Check	11/03/2020	20917	Willy's Super Valu	CLEANING SUPPLIES	53400 · Office Operations	Administrative Fund:General Cash	-16.01
Check	11/03/2020	20908	Willy's Super Valu	VOID:	53400 · Office Operations		0.00
Total Willy's Super Valu							-16.01
Xerox Corporation							
Check	11/09/2020	20926	Xerox Corporation	COPIER LEASE	52100 · Equipment Lease & R...	Administrative Fund:General Cash	-314.22
Total Xerox Corporation							-314.22
No name							
General Jour...	10/19/2020	RECO...		RECODE WILKIN COUNTY SWCD B...	20500 · Intergovernmental Re...	Ditch Fund:JCD #11	-2,038.47
General Jour...	10/19/2020	RECO...		RECODE WILKIN COUNTY SWCD B...	20500 · Intergovernmental Re...	Construction Fund:Buffer Strips	2,038.47
Check	10/31/2020			Service Charge	53200 · Miscellaneous Expen...	Administrative Fund:General Cash	-12.00
Deposit	10/31/2020			Interest	43000 · Interest Income	Construction Fund	245.23
Deposit	11/09/2020			Deposit	45000 · Miscellanous Income	Construction Fund:Buffer Strips	17.59
Total no name							250.82
TOTAL							**-482,760.54**

BOIS DE SIOUX WATERSHED DISTRICT
BOARD MEETING MINUTES
October 15, 2020

CALL TO ORDER The meeting was called to order by President Vavra at 9:06 a.m. via conference call and screenshare pursuant to Minn. Stat. § 13D.021. Present in the District Office: Linda Vavra, Jerome Deal, and Allen Wold. Joined remotely: Doug Dahlen, Scott Gillespie, and Steven Schmidt. Absent: Jason Beyer, Ben Brutlag, and John Kapphahn. Also present remotely: Engineer Chad Engels, Engineer James Guler, Engineer Nathan Trosen, and Attorney Lukas Croaker. Also present in the District Office: Administrator Jamie Beyer.

ROLL CALL VOTE President Vavra stated that, because this meeting was being held by conference call and screenshare, all votes would be taken by roll call.

AGENDA Deal motioned, seconded by Wold, to approve the agenda with the addition of Permit #20-129 and Permit #20127. Roll call vote: Wold – aye, Deal – aye, Dahlen – aye, Schmidt – aye, Gillespie – aye, Vavra – aye. Motion carried.

CONSENT AGENDA Wold motioned, seconded by Deal, to approve the Consent Agenda. Roll call vote: Wold – aye, Deal – aye, Dahlen – aye, Schmidt – aye, Gillespie – aye, Vavra – aye. Motion carried.

PERMIT APP #20-115 J. MATHIAS President Vavra relayed a request from Grant County Engineer Tracey Von Bargen to delay a decision on this permit in Eldorado Township Section 4, to give his office time to review the project details, which is located in Stevens County but outlets to Grant County Ditch #32. The applicant spoke on behalf of the project, identifying changes made last week to the project design. Acreage in the southwest corner of the section (that is outside of the subwatershed) is now included in the tiling project, along with an 18" gravity feed outlet. The applicant gathered landowner signatures in support of the project. He understands that he may need to coordinate with Grant County who is the drainage authority for GCD #32, and he is asking for Bois de Sioux Watershed District's permit approval. The applicant stated that he is trying to improve drainage in his own field, and he believes the project will increase the section's water holding capacity, thereby improving conditions for downstream neighbors. He is unaware of any plan for neighboring landowners to tie into the proposed tile system. Board Manager Wold asked if the applicant would be willing to have a third-party engineer verify the tile inlets and outlet elevations at installation. The applicant stated he would willingly comply with such a condition. Neighboring landowner Monty Itzen, in overall opposition of the project, conceded support for the condition. Neighboring landowner Lyndon Bruns voiced complaints for the overall condition of Fivemile Creek, adding that as an owner of the creek, work in the creek is subject to DNR controls.

District Engineer Engels provided historical context of the project site. Existing tile lines predate the Watershed District and its rules; the original, natural flow was manipulated prior to the District's existence. The applicant proposes to abandon the existing 18" outlet pipe and replace it with a new 18" pipe installed at flatter grade, resulting in reduced capacity from the current condition – from approximately 2200 gallons per minute to 1800 gallons per minute. Two existing surface inlets would be replaced at the same elevation. With the exception of the subwatershed boundary issue, the proposed project meets the District's drainage co-efficient standards. District Engineer Engels proposed a permit condition to add a closure gate on the outlet upstream of the ridge, and all permits contain the requirement that tile pumps and gates must be operated according to our standard operating procedures. Mr. Itzen voiced concern over a wildlife pond near the proposed tile outlet, but District Engineer Engels and Mr. Itzen both agreed the pond pre-dated the Bois de Sioux Watershed District. Board Manager Gillespie asked if the 60-day decision deadline would be exceeded if this issue was delayed until November, and if it is necessary to offer more time for Grant County to review the project. Attorney Lukas Croaker and District Engineer Engels agreed that the project was substantially changed on October 6th, when the permit applicant amended the project to include tiling acres outside of the subwatershed and to change the outlet capacity. Board Manager Deal stated that we will need to work cooperatively with Grant and Stevens Counties to determine long-term solutions for drainage issues on the county line. Zachary Burmeister, representing Mr. Itzen, relayed that the ditch authority Grant County cannot assess Mr. Mathias' land in Stevens County, without a possible redetermination of benefits and/or establishment of a judicial drainage system for a joint county project.

Deal motioned, seconded by Wold, to provide additional time for Grant County to review the permit application, and requested that a meeting be arranged with county commissioners to describe their plans for this drainage system and county-border drainage issues. Roll call vote: Wold – aye, Deal – aye, Dahlen – aye, Schmidt – aye, Gillespie – aye, Vavra – aye. Motion carried.

PERMIT APP #20-129 J. MURPHY

The existing condition outlets in two places in Section 26 of Parnell Township to JD #4. The tiling project will cross the subwatershed boundary, and will outlet in one place to JD #4. Gillespie motioned, seconded by Deal, to approve the permit application. Roll call vote: Wold – aye, Deal – aye, Dahlen – aye, Schmidt – aye, Gillespie – aye, Vavra – aye. Motion carried.

PERMIT APP #20-127 J. SNELL

The applicant wishes to directly route 160 acres of tiling in Section 10 of Everglade Township to a new stream system in Section 9 of Everglade Township. The current stream system and the new stream system run parallel to each other in a northwest direction, converging three miles later. Board Manager Gillespie offered that downstream landowners could sign a letter of support for this permit. District Engineer Chad Engels would require a condition that a gate be added.

JD #11 CHANGE ORDER NO. 4

JD #11 Change Order No. 4 was reviewed, for additional materials needed in response for stormwater permit cover requirements and an approach. Wold motioned, seconded by Deal, to approve Change Order No. 4. Roll call vote: Wold – aye, Deal – aye, Dahlen – aye, Schmidt – aye, Gillespie – aye, Vavra – aye. Motion carried.

JD #11 PAY APPLICATION NO. 4

Wold motioned, seconded by Deal, to approve Pay Application No. 4 in the amount of $290,231.31. Roll call vote: Wold – aye, Deal – aye, Dahlen – aye, Schmidt – aye, Gillespie – aye, Vavra – aye. Motion carried.

JD #11 TRAVERSE COUNTY REIMB. REQUEST #5

Wold motioned, seconded by Deal, to approve the Traverse County Bond Reimbursement Request #5 in the amount of $276,871.71. Roll call vote: Wold – aye, Deal – aye, Dahlen – aye, Schmidt – aye, Gillespie – aye, Vavra – aye. Motion carried.

CLEAN WATER RESOLUTION

Wold motioned, seconded by Deal, to approve the Resolution Authorizing Transfer of Funds for the Clean Water Retrofit Cost Share Policy from the Construction Fund for JD #11 ($327,000) and Phase 1 of the Lake Traverse Water Quality Improvement Project ($300,000). Roll call vote: Wold – aye, Deal – aye, Dahlen – aye, Schmidt – aye, Gillespie – aye, Vavra – aye. Motion carried.

LTWQIP PHASE 1

Wagner Company, the contractor awarded for Phase 1 of the Lake Traverse Water Quality Improvement Project, will likely begin next week, and has ordered riprap to arrive at the site. Engineering staff and DNR representatives will aid in the setting of the first rows of rock.

LTWQIP PHASE 2

Engineering staff met with a DNR representative to discuss the design concept for Phase 2: stabilization of a straight channel adjacent to a road ditch. Because this segment is considered public waters (and is not part of a drainage system), the DNR will likely require an EAW and 404 Permit. Deal motioned, seconded by Wold, to allocate $100,000 from the Construction Fund to Phase 2 to beginning the preliminary design, write the EAW and 404 permit applications, and coordinate landowner meetings. Roll call vote: Wold – aye, Deal – aye, Dahlen – aye, Schmidt – aye, Gillespie – aye, Vavra – aye. Motion carried.

JD #6 VARIANCE

The District has applied for a variance from Wilkin County's land use requirement that ditch berms be built to a height lower than adjacent roads. JD #6 is adjacent to township roads that are currently field elevation – to meet the Wilkin County requirement, the District would have to strip gravel from the township road, and build the road up to a height higher than repaired ditch elevations. Meeting this requirement would be a very, very large financial burden placed on a small assessment district.

JD #6 VIEWERS' REPORT

JD #6 Viewers Mark Dietz, Donald Metz, and Dwight Veldhouse filed the Viewers' Report and Statement of Benefits and Damages. Upon motion by Deal, seconded by Wold and carried unanimously, the report was accepted. As part of the Damages Statement, the Viewers had to assume the variance condition in their calculations. If the variance is not granted, a revised Viewers' Report will be needed. Although the Viewers' Report was filed, the District cannot promptly proceed to schedule a final hearing on the project as it has to wait for the variance determination by the Grant County Board of Adjustment.

DORAN CREEK

The results of the Doran Creek landowner survey were reviewed, along with individual comments. The District Office received 44 postcards in support of a stream restoration and dike, 16 in

opposition, and 2 without a preference. Wold motioned, seconded by Deal, to provide $100,000 from the Construction Fund to begin project development. Roll Call??????????????????

1W1PLAN WBIF FISCAL HOST Administrator Beyer relayed a BWSR requirement that annual Watershed Based Implementation Funding be disbursed to one receiving agent. In response, the 1W1Plan Policy Committee would like to know if any participating local government units are interested in being the fiscal host (receiving funds and disbursing them based on completion of partnership plans). Staff time spent coordinating the grant would be reimbursed by the grant. Wold motioned, seconded by Deal, to volunteer to serve as the fiscal host for watershed based implementation funds. Roll call vote: Wold – aye, Deal – aye, Dahlen – aye, Schmidt – aye, Gillespie – aye, Vavra – aye. Motion carried.

GILLESPIE LEAVES Board Manager Gillespie left the meeting.

WCD #9 The gully in the southwest corner of Section 33 in Bradford Township has been repaired. The final step is for vegetation to be established and evaluated; this will be completed in 2021.

BIG LAKE Representatives from Bois de Sioux Watershed District, Moore Engineering, and the DNR met to discuss the Big Lake project. DNR Representatives requested that the fall drawdown be moved to earlier in the year, to allow hibernating amphibians undisturbed water cover, and to expose shoreline mudflats for migrating shorebirds. They also indicated that, because a public water is impacted, a portion of the Big Lake property owners must sign off on the project. The current project will not artificially increase the lake elevation; it will allow a drawdown of 1 ½' in late July/August and a possible drawdown of 1 ½' beginning in February, dependent upon the moisture in the snowpack. US Fish and Wildlife may require that a riser be placed in a low-lying culvert, to prevent simultaneous drawdown of a connected, adjacent wetland south of Highway 27.

SAMANTHA LAKE Contractor Jesse Olson has signed a construction contract, and is now awaiting Grant County Commissioner approval. Property easements should be done by the end of next week.

NORTH OTTAWA Administrator Beyer presented the 10-Year North Ottawa Framework to DNR Representative Theresa Ebbenga, who will provide the DNR's feedback next week.

REDPATH The Bartell family is in the process of signing Redpath closing documents. Closing documents are being drafted for the land owned by Jon Mathias and the late Richard Mathias.

FARMLAND LEASES Administrator Beyer relayed information from the Minnesota Management and Budget Office, who clarified that state-bonded property can be leased for a term that is less than half of the useful life of the bonded project – which provides opportunity for the District's farmland leases to extend beyond one year terms. Board Managers discussed the importance of establishing and maintaining field drainage, and recommended that these clauses be emphasized in the next set of leases. Support was also made for 3-year lease terms. Lease bid and contract templates will be approved at the November board meeting.

CONSTRUCTION/ RRWMB LEVY Board Manager Schmidt expressed concern over the cost to taxpayers for the Construction Fund levy. The amount is set by Minnesota Law and is calculated to be up to 0.04836 percent of the taxable market value of all property within the district. Board managers discussed the ability of the RRWMB board to annually enact the full amount, or a portion. President Vavra, serving as the RRWMB representative, and Board Manager Deal, former RRWMB representative, have both encouraged the RRWMB board to keep levy rates reasonable.

FDRWG NRE CALCULATIONS In reviewing the Flood Damage Reduction Work Group minutes, Board Manager Deal expressed concern over the point system for environmental benefits.

LMCIT CLAIM Discussion of the League of Minnesota Cities Insurance Claim will be scheduled for the next board meeting.

MN PEIP Administrator Beyer informed board managers that the cost of employee health insurance through MN PEIP is increasing 9.7% for 2021.

The meeting was adjourned.

_____ Date: _____, 2020

Linda Vavra, President

_____ Date: _____, 2020

Jamie Beyer, Administrator

Bois de Sioux Watershed District
2020 GENERAL BUDGET
January through December 2020

	Jan - Dec 20	Budget
Income		
39501 · FEMA/HSEM 2019	1,659.04	
42000 · General Property Taxes	150,131.79	250,000.00
45000 · Miscellanous Income	351.49	
49000 · Project Administration	0.00	170,600.00
49300 · State Credits & Ag M H Credits	2,377.37	
Total Income	154,519.69	420,600.00
Gross Profit	154,519.69	420,600.00
Expense		
51000 · Annual Report	1,735.00	1,200.00
55130 · Website	729.15	1,200.00
55140 · Mileage Expense Advisory Com	71.30	150.00
59150 · Education	0.00	
51100 · Accounting Services	16,891.00	40,000.00
51300 · Administration Expense	49,835.77	50,000.00
51500 · Advertising Expense	2,514.33	2,600.00
51600 · Building and Structures	367.00	500.00
51800 · District Insurance & Dues	28,687.00	28,700.00
51900 · Engineering Services	10,985.65	15,000.00
52100 · Equipment Lease & Rental	4,433.94	5,500.00
52200 · Fringe Benefits	8,001.50	12,500.00
52600 · Legal Fees	22,729.12	44,000.00
52700 · Manager Compensation	22,875.00	42,000.00
52800 · Meeting Expense	2,087.60	7,500.00
52900 · Mileage Expense Board	3,076.27	7,000.00
53100 · Mileage Expense Staff	1,130.18	500.00
53200 · Miscellaneous Expenses	7,027.73	2,500.00
53300 · Office Equip & Furniture	944.50	1,000.00
53400 · Office Operations	9,265.54	12,000.00
53500 · Office Supplies	2,954.56	3,200.00
53600 · Other Supplies	2,475.34	3,500.00
53700 · Payroll Expenses	7,717.88	8,800.00
53800 · Payroll Taxes	8,048.67	9,300.00
54100 · Repairs and Maintenance	8,606.73	1,500.00
54400 · Vehicle Fuel	1,826.06	3,000.00
54500 · Vehicle Maint & Repair	1,569.18	1,500.00
54600 · Viewers Expense	0.00	150.00
54700 · Wages and Salaries	102,563.34	115,800.00
Total Expense	329,149.34	420,600.00
Net Income	**-174,629.65**	**0.00**

1:11 PM

11/13/20

Cash Basis

Bois de Sioux Watershed District
2020 DITCH FUND BUDGET
January through December 2020

	Jan - Dec 20	Budget
Income		
39501 · FEMA/HSEM 2019	99,474.98	
20500 · Intergovernmental Revenue	1,350,943.31	1,877,954.00
Ditch Revenues	639,733.39	1,158,349.00
45000 · Miscellanous Income	110,274.15	
49300 · State Credits & Ag M H Credits	0.00	0.00
49400 · Transfer In	340,934.76	327,000.00
Total Income	2,541,360.59	3,363,303.00
Gross Profit	2,541,360.59	3,363,303.00
Expense		
50100 · Stream Gaging Expense	3,784.10	
51500 · Advertising Expense	3,250.76	
51900 · Engineering Services	405,930.20	565,500.00
52500 · Land	457,028.00	507,300.00
52600 · Legal Fees	69,085.53	65,000.00
52800 · Meeting Expense	70.00	
53200 · Miscellaneous Expenses	817.61	38,800.00
53300 · Office Equip & Furniture	1,648.48	
53500 · Office Supplies	53.44	
53600 · Other Supplies	0.00	
53650 · Overall Plan	300.00	
54100 · Repairs and Maintenance	1,003,402.51	2,161,703.00
54950 · Transfer Out	13,934.76	
54600 · Viewers Expense	4,737.85	25,000.00
Total Expense	1,964,043.24	3,363,303.00
Net Income	577,317.35	0.00

Bois de Sioux Watershed District
2020 CONSTRUCTION BUDGET
January through December 2020

	Jan - Dec 20	Budget
Income		
44500 · Project Grant	168,388.00	
39501 · FEMA/HSEM 2019	6,354.50	
20500 · Intergovernmental Revenue	2,038.47	0.00
41100 · Riparian Aid MN DOR	108,156.00	120,000.00
Investment Income	33,611.68	60,000.00
41300 · Doran Creek Project Income	1,008.00	
47100 · Storage Building Rental Income	800.00	1,000.00
45100 · Redpath Project Income	141,214.00	
42000 · General Property Taxes	491,797.49	816,032.41
44000 · Land Rental Income	815,693.91	700,000.00
45500 · Land Sale	1,530,000.00	
45000 · Miscellanous Income	3,629.60	1,500.00
Overall Plan Income-BWSR/State	108,752.00	135,940.00
48000 · Permit Fees	500.00	
49100 · Project Team Income	217.00	
49300 · State Credits & Ag M H Credits	8,948.74	
49400 · Transfer In	500,000.00	
Total Income	3,921,109.39	1,834,472.41
Gross Profit	3,921,109.39	1,834,472.41
Expense		
51675 · Clean Water Cost Share Policy	0.00	235,000.00
51670 · Culvert Szng Cost Share Policy	0.00	144,000.00
51020 · Buffers	18,101.49	148,540.00
50100 · Stream Gaging Expense	4,633.10	45,000.00
Permits	72,284.95	90,000.00
51010 · Boundary Redetermination	0.00	1,750.00
55110 · Programs with SWCDs	10,000.00	
55120 · Culvert Inventory	0.00	500.00
51100 · Accounting Services	3,428.00	9,500.00
51300 · Administration Expense	0.00	60,000.00
51400 · River Watch/Expense	1,173.60	6,200.00
51500 · Advertising Expense	6,170.22	7,000.00
51900 · Engineering Services	985,135.74	667,732.41
52100 · Equipment Lease & Rental	0.00	700.00
52500 · Land	1,954,112.15	6,000.00
52600 · Legal Fees	100,015.23	70,000.00
52700 · Manager Compensation	0.00	3,000.00
52800 · Meeting Expense	340.30	1,500.00
52900 · Mileage Expense Board	0.00	150.00
53100 · Mileage Expense Staff	0.00	500.00
53200 · Miscellaneous Expenses	32,565.25	2,700.00
53300 · Office Equip & Furniture	0.00	1,000.00
53400 · Office Operations	1,737.00	1,500.00
53500 · Office Supplies	505.58	900.00
53600 · Other Supplies	57.75	100.00
53650 · Overall Plan	94,806.66	180,900.00
53900 · Property Taxes	116,788.56	127,300.00
54100 · Repairs and Maintenance	31,695.10	22,000.00

Bois de Sioux Watershed District
2020 CONSTRUCTION BUDGET
January through December 2020

	Jan - Dec 20	Budget
54950 · Transfer Out	827,000.00	
54400 · Vehicle Fuel	70.00	500.00
54500 · Vehicle Maint & Repair	0.00	500.00
Total Expense	4,260,620.68	1,834,472.41
Net Income	-339,511.29	0.00

TREASURER'S REPORT
OCTOBER 2020

BANK ACCOUNT BALANCES FROM BANK STATEMENTS

Bank of the West - Checking: Mixed	$	1,302,331.11
Bremer Bank - Checking	$	2,374.00
Bremer Bank - Money Market	$	5,491,505.83
Bremer Bank CD's	$	1,720,000.00
END OF MONTH AMOUNT IN BANK ACCOUNTS:	$	8,516,210.94

ACCOUNTING FUND BALANCES FROM QUICKBOOKS

	Beginning Balance from Quickbooks 12/31/2019	2020 YTD Revenue 10/31/2020	2020 YTD Expenses 10/31/2020	Current Fund Balance 10/31/2020	Troy, if nothing else was done, EOY
Payroll Liabilities	0.00	465.39	0.00	465.39	
General Fund(*)	283,100.50	153,479.03	(319,272.48)	117,307.05	
Ditch Fund					
Total BdSWD #3	87,807.61	0.00	(1,384.93)	86,422.68	86,422.68
Total JCD #2	141,675.30	6,168.01	(3,700.05)	144,143.26	150,282.26
Total JCD #3	23,779.58	1,822.82	(181.34)	25,421.06	26,348.24
Total JCD #6	(64,125.11)	18,198.41	(29,825.48)	(75,752.18)	-74,950.59
Total JCD #7	6,873.10	4,404.14	(1,122.07)	10,155.17	14,751.03
Total JCD #11	(214,063.62)	1,648,313.84	(1,607,293.17)	(173,042.95)	-169,234.95
Total JCD #12	120,120.83	59,930.76	(18,885.93)	161,165.66	176,154.16
Total JCD #14	(363,402.18)	94,548.18	(6,076.05)	(274,930.05)	-246,548.67
Total TCD #1E	31,808.41	2,567.74	(527.79)	33,848.36	35,680.62
Total TCD #1W	27,372.19	5,250.33	(12,670.51)	19,952.01	22,227.01
Total TCD #2	32,552.22	3,197.60	(14,212.28)	21,537.54	23,339.94
Total TCD #4	(12,994.73)	23,755.23	0.00	10,760.50	29,416.23
Total TCD #7	651.30	9,211.47	(308.00)	9,554.77	12,183.30
Total TCD #8	(11,725.91)	8,101.17	(8,720.61)	(12,345.35)	-10,365.35
Total TCD #9	17,497.10	1,906.39	(11,916.33)	7,487.16	8,187.16
Total TCD #10	7,247.85	3,611.59	(16.24)	10,843.20	14,722.61
Total TCD #11	27,283.41	14,406.10	0.00	41,689.51	54,822.03
Total TCD #13	3,892.34	1,659.74	0.00	5,552.08	7,992.34
Total TCD #15	2,612.59	845.45	(31.87)	3,426.17	3,600.72
Total TCD #16	(19,644.34)	7,411.14	(232.50)	(12,465.70)	-9,026.84
Total TCD #17	(39,516.06)	4,774.24	(11,781.15)	(46,522.97)	-43,237.21
Total TCD #18	(8,900.75)	3,040.85	0.00	(5,859.90)	-4,900.75
Total TCD #19	1,707.76	447.29	(19.57)	2,135.48	2,388.19
Total TCD #20	(5,125.32)	2,660.66	0.00	(2,464.66)	-625.32
Total TCD #22	(12,216.93)	1,965.00	(560.00)	(10,811.93)	-9,076.93
Total TCD #23	(101,271.55)	16,047.63	(965.50)	(86,189.42)	-82,489.42
Total TCD #24	1,535.61	4,434.24	(4,115.49)	1,854.36	4,156.86
Total TCD #26	7,407.15	2,650.09	(77.91)	9,979.33	12,099.24
Total TCD #27	(52,427.90)	10,639.96	(3,987.13)	(45,775.07)	-42,815.03
Total TCD #28	(6,406.80)	4,718.48	(399.00)	(2,087.32)	-105.80
Total TCD #29	6,665.18	1,563.90	(138.75)	8,090.33	11,558.51
Total TCD #30	(22,622.50)	5,996.64	0.00	(16,625.86)	-13,022.50
Total TCD #31	(692.25)	4,820.44	(8,754.50)	(4,626.31)	-1,446.75
Total TCD #32	2,601.22	1,157.94	(7.40)	3,751.76	4,493.82
Total TCD #33	11,197.70	876.87	(166.44)	11,908.13	12,431.26
Total TCD #35	9,613.64	1,898.83	(122.66)	11,389.81	12,090.98
Total TCD #36	314.17	1,904.66	0.00	2,218.83	3,614.17

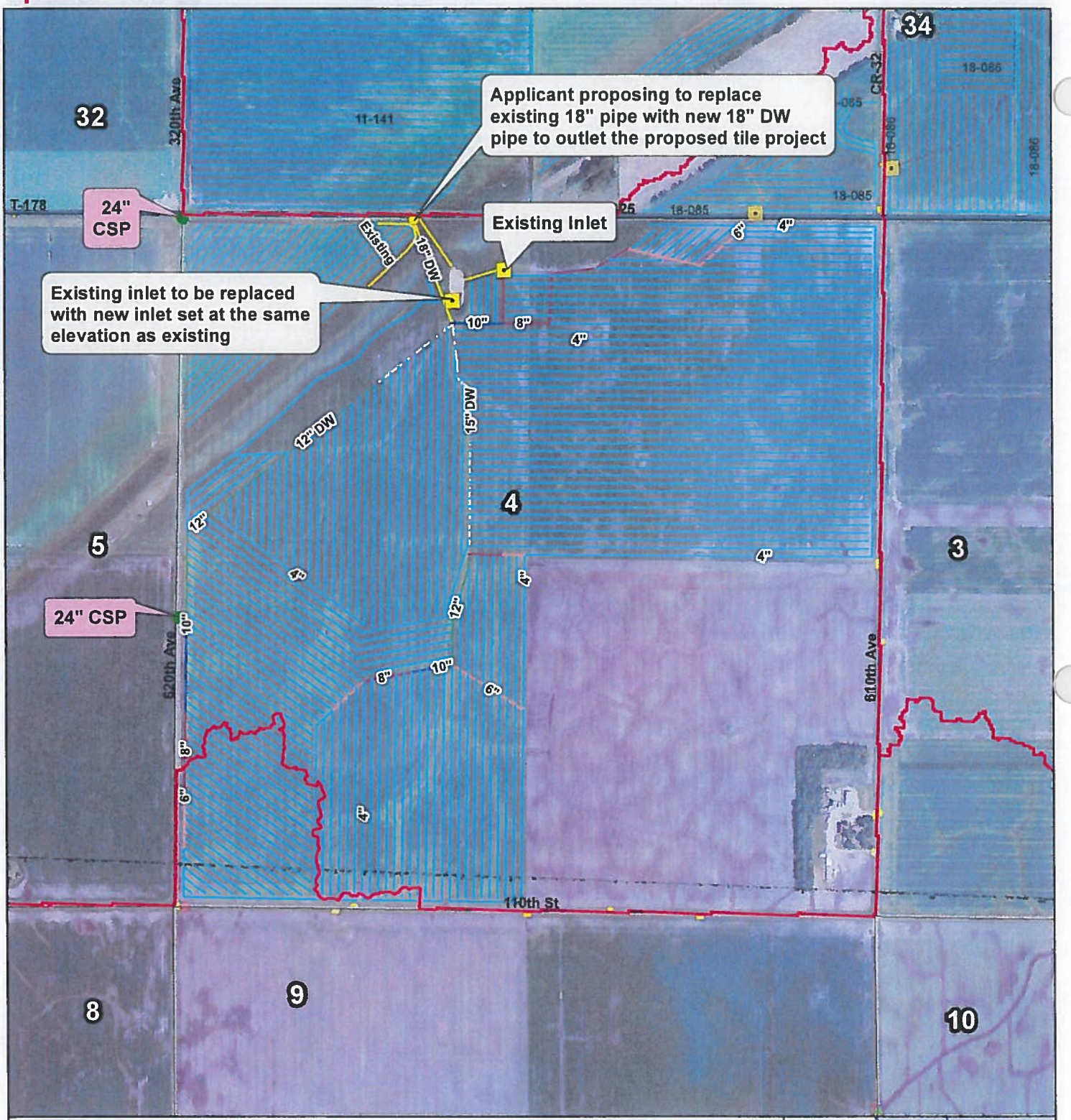
Total TCD #37	(449,717.47)	39,028.74	(6,752.65)	(417,441.38)	-416,090.12
Total TCD #38	15,889.67	1,624.74	(219.91)	17,294.50	18,169.76
Total TCD #39	4,083.44	523.88	(715.72)	3,891.60	5,767.18
Total TCD #40	7,894.01	4,094.51	(243.69)	11,744.83	15,531.78
Total TCD #41	(82,153.71)	13,486.31	(519.50)	(69,186.90)	-53,891.63
Total TCD #42	(9,238.70)	11,928.04	(907.43)	1,781.91	9,134.29
Total TCD #43	8,921.73	3,167.31	(2,652.00)	9,437.04	25,090.17
Total TCD #44	(28,959.13)	17,142.51	(5,171.20)	(16,987.82)	1,708.63
Total TCD #46	8,766.00	1,690.70	(110.05)	10,346.65	10,955.95
Total TCD #48	(16,617.91)	1,801.87	(233.61)	(15,049.65)	-13,451.52
Total TCD #50	2,271.58	123.05	(33.21)	2,361.42	2,438.37
Total TCD #51	(309.98)	11,929.80	(1,035.38)	10,584.44	17,254.64
Total TCD #52	(846.98)	15,833.34	(27,113.17)	(12,126.81)	-1,241.19
Total TCD #53	48,782.95	4,728.90	(671.70)	52,840.15	58,576.21
Total TCD #55	(1,093.69)	1,956.70	0.00	863.01	1,606.31
Total WCD #Sub-1	19,418.57	7,556.53	(4,110.26)	22,864.84	26,308.31
Total WCD #8	94,346.71	0.79	(7,340.42)	87,007.08	87,007.08
Total WCD #9	913,571.67	108,692.60	(126,758.87)	895,505.40	902,738.76
Total WCD #18	(22,167.95)	11,019.86	(828.97)	(11,977.06)	-5,696.92
Total WCD #20	(11,842.78)	12,581.83	(9,143.34)	(8,404.29)	-5,136.12
Total WCD #25	26,826.41	4,242.16	(5,716.06)	25,352.51	27,610.35
Total WCD #35	25,356.26	2,318.62	(1,322.78)	26,352.10	27,933.48
Total WCD #39	17,266.56	2,316.48	(219.09)	19,363.95	20,547.47
Total Ditch Fund - Other	0.00	0.00	(9,405.08)	(9,405.08)	-9,405.08
Total Ditch Fund	207,527.57	2,262,697.10	(1,959,424.74)	510,799.93	510,799.93
Construction Fund(*)	7,984,340.22	3,917,033.15	(4,239,672.93)	7,661,700.44	
RRWMB Fund	14,069.01	497,487.53	(483,044.72)	28,511.82	
TOTAL Funds	8,489,037.30	6,831,162.20	(7,001,414.87)	8,318,784.63	

RECONCILE BANK STATEMENTS TO QUICKBOOKS

Bank Statement Total From Top:	8,516,210.94
Enter Quickbooks Bank Account Balance Total Assets:	8,318,784.63
+ Enter Uncleared Transactions:	197,426.31
- Uncleared Transactions dated next month:	
Quickbooks Total:	8,516,210.94

Enter Quickbooks Total from Fund Balances Income/Expense Report:	8,318,319.24
Enter Quickbooks Total from Balance Sheet Current Payroll Liabilities:	465.39
Total:	8,318,784.63
Enter Quickbooks Total Assets from Bank Balances Report:	8,318,784.63

updated 10-8-20



Legend

Structure: Pump/Lift; Control Structure; Dike/Embankment; Inlet/Intake; Other; Gravity Outlet; BdSWD Subwatersheds; BdSWD Culvert Inventory

Culvert: RCP; RCPA; RCB; CSP; CSPA; Bridge; Other

Drain: 3"; 4"; 5"; 6"; 8"; 10"; 12"; 15"; 18"; 24" & Greater; (Tile); (Dual Wall); (Non-Perf.); Other - Pipe; Dike; Ditch/Waterway; Other - Misc

PA# 20-115 - Mathias, Jon
SW, NW, and NE 1/4 of Sec 4, Eldorado Twp
Bois de Sioux Watershed District, MN

Created By NHT Date Saved 10/08/20 Date Exported 10/08/20
Plotted By nathan trosen Aerial Image 2013 County NAIP SIDS Elevation Data IWI Lidar
Horizontal Datum NAD 1983 UTM Zone 15N Vertical Datum NAVD1988
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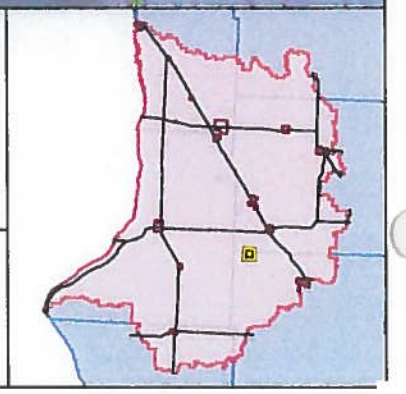
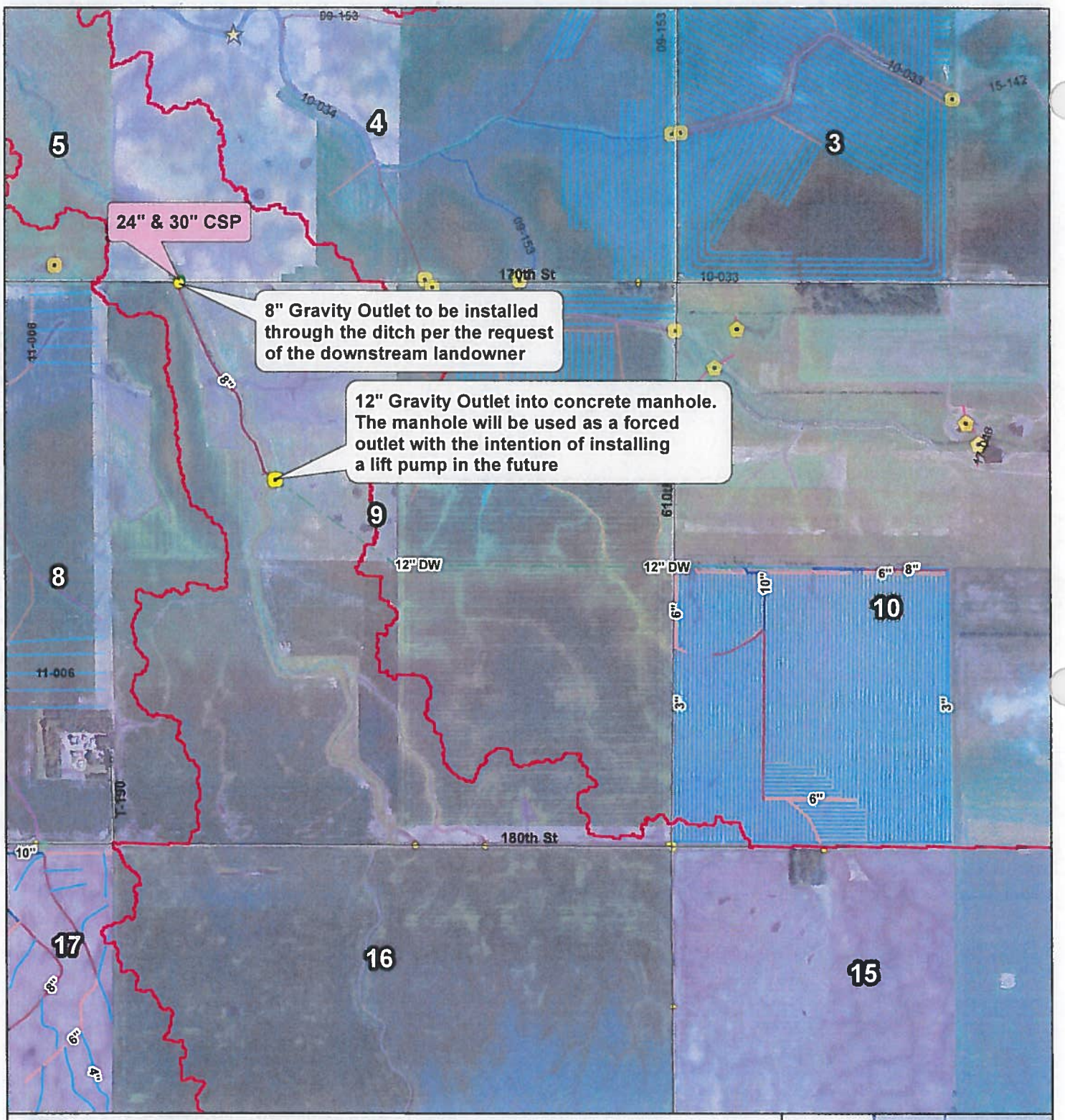


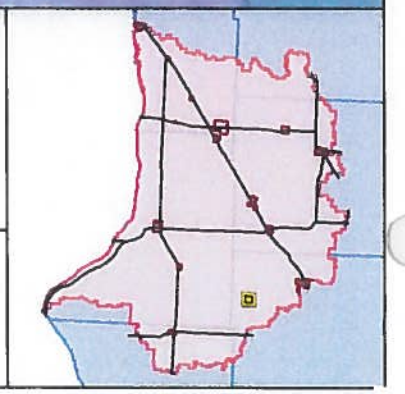


Legend

Structure: Pump/Lift; Control Structure; Dike/Embankment; Inlet/Intake; Other; Gravity Outlet; BdSWD Subwatersheds; BdSWD Culvert Inventory

Culvert: RCP; RCPA; RCB; CSP; CSPA; Bridge; Other

Drain: 3"; 4"; 5"; 6"; 8"; 10"; 12"; 15"; 18"; 24" & Greater; (Tile); (Dual Wall); (Non-Perf.); Other - Pipe; Dike; Ditch/Waterway; Other - Misc



PA# 20-127 - Snell, Jason
SW 1/4 of Sec 10 & SE 1/4 & NW 1/4 of Sec 9, Everglade Twp
Bois de Sioux Watershed District, MN

Created By: NHT Date Saved: 09/25/20 Date Exported: 09/25/20
Plotted By: nathan trosen Aerial Image: 2013 County NAIP SIDS Elevation Data: IWI Lidar
Horizontal Datum: NAD 1983 UTM Zone 15N Vertical Datum: NAVD1988
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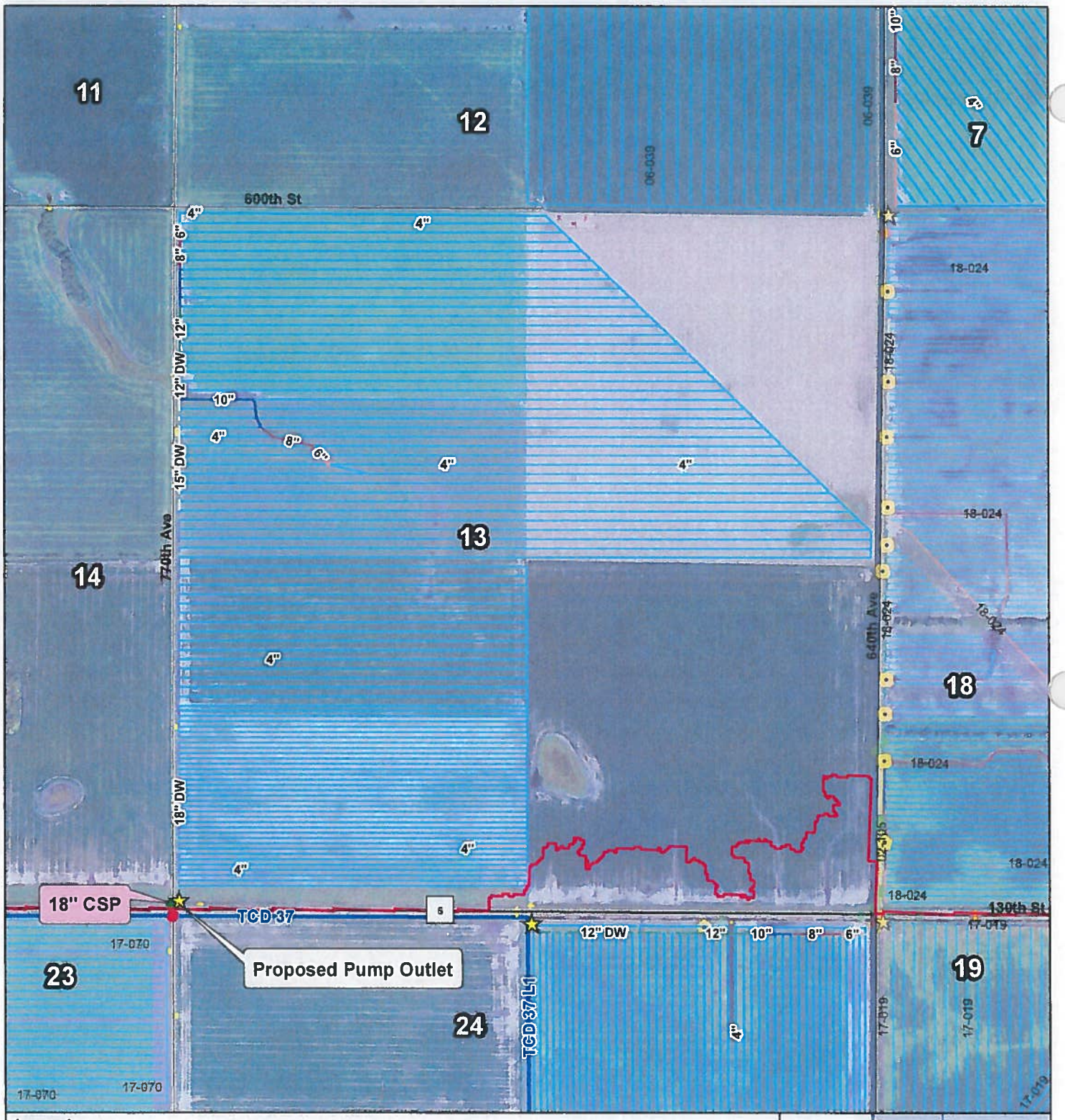
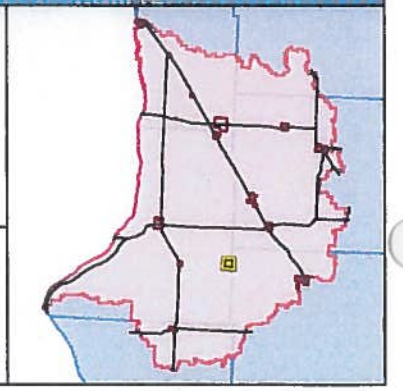


Legend

Structure: Pump/Lift; Control Structure; Dike/Embankment; Inlet/Intake; Other; Gravity Outlet; BdSWD Subwatersheds; BdSWD Culvert Inventory

Culvert: RCP; RCPA; RCB; CSP; CSPA; Bridge; Other

Drain: 3"; 4"; 5"; 6"; 8"; 10"; 12"; 15"; 18"; 24" & Greater; (Tile); (Dual Wall); (Non-Perf.); Other - Pipe; Dike; Ditch/Waterway; Other - Misc



PA# 20-143 - Frisch, Tom
W 1/2 of Sec 13, Dollymount Twp
Bois de Sioux Watershed District, MN

Created By NHT Date Saved 10/26/20 Date Exported 10/26/20
Plotted By andrew.smith Aerial Image 2013 County NAIP SIDS Elevation Data IWI Lidar
Horizontal Datum NAD 1983 UTM Zone 15N Vertical Datum NAVD 1988
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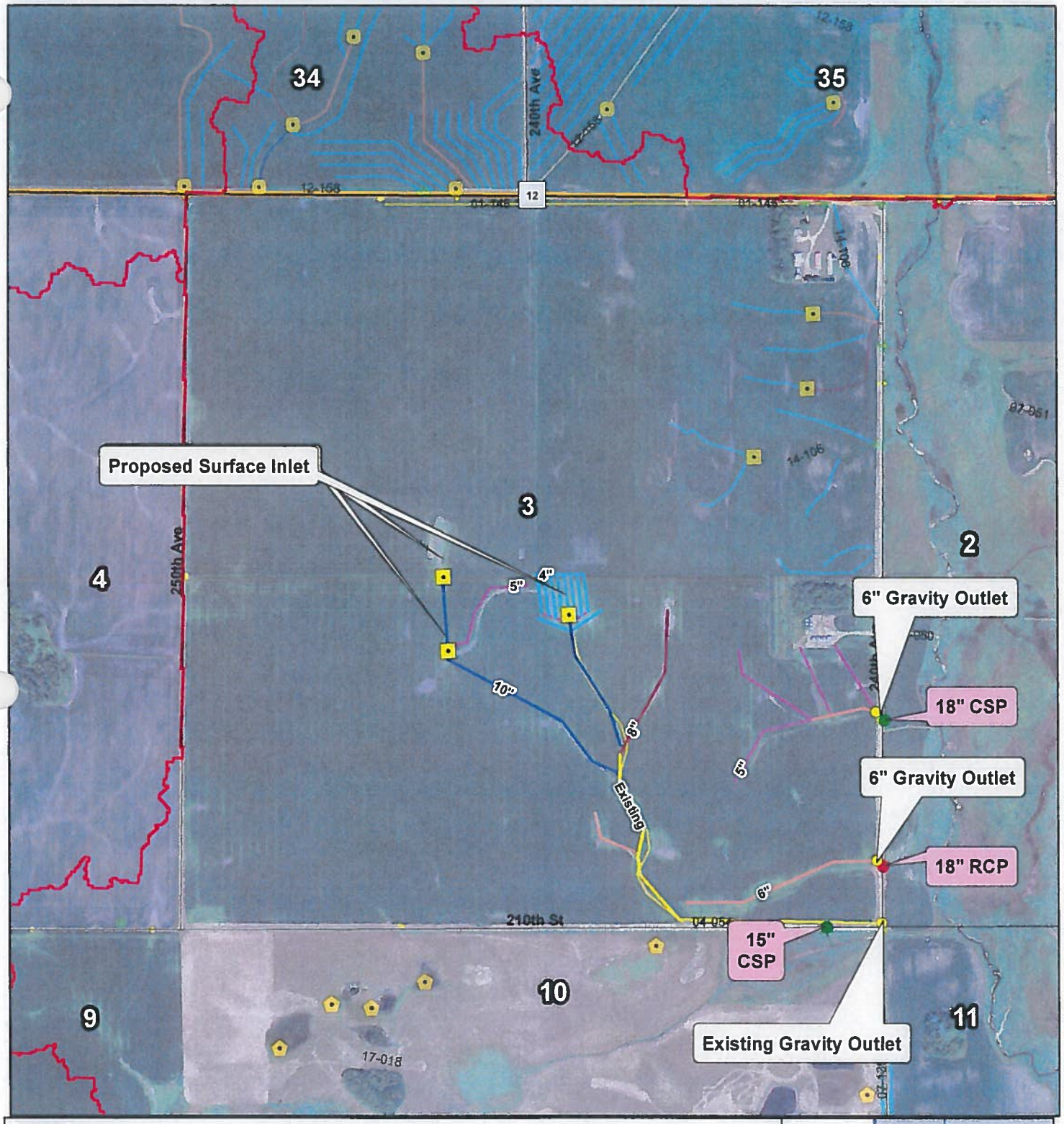
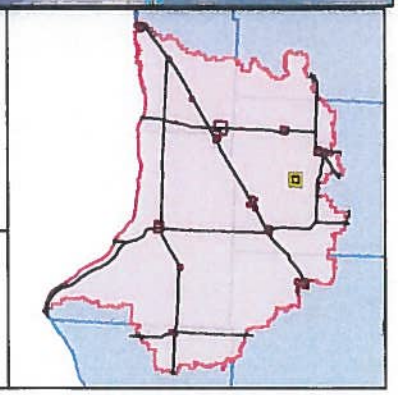


Legend

Structure: Pump/Lift; Control Structure; Dike/Embankment; Inlet/Intake; Other; Gravity Outlet; BdSWD Subwatersheds; BdSWD Culvert Inventory

Culvert: RCP; RCPA; RCB; CSP; CSPA; Bridge; Other

Drain: 3"; 4"; 5"; 6"; 8"; 10"; 12"; 15"; 18"; 24" & Greater; (Tile); (Dual Wall); (Non-Perf.); Other - Pipe; Dike; Ditch/Waterway; Other - Misc



PA# 20-149 - Guardian Charitable Trust
S 1/2 of Sec 3, Delaware Twp
Bois de Sioux Watershed District, MN

Created By NHT Date Saved 10/28/20 Date Exported 10/28/20
Plotted By andrew smith Aerial Image 2013 County NAIP SIDS Elevation Data IWI Lidar
Horizontal Datum NAD 1983 UTM Zone 15N Vertical Datum NAVD1988
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N W E S

NOV 0 9 2020

From: **Jim & Charlene Nelson** jnelson@runestone net
Subject: Permit Application #20-149
Date: November 6, 2020 at 10:07 AM
To:
Bcc: Charlene Nelson jnelson@runestone.net

To the Board of Directors of Bois de Sioux Watershed District,

We strongly object to this application because of the tiling in two ditches on the east side of the property in Delaware Township Section 3.

We are the owners of the property across the road to the east in Section 2, Delaware Township, Grant County.

Simply stated, we don't have the capacity to take any additional water from the west.

We have always had erosion problems with water coming from the west over the road and through the township culverts. Our property has been tiled in the ditches and reconstructed to restore what it was before the erosion caused by the water coming from the west off this property in Section 3. The tiling and farming practice of not tilling in the ditch areas has helped with the erosion caused by water from the west but it continues to be a severe problem. In the spring we have gullies that wash down to the Mustinka River that are repaired by spring farm work. Delaware Township can partially close the culverts that lead to our ditches to help slow the flow of the water from Section 3 but it can only control a limited amount of the water flow.

By adding tile to the ditches to the west it will accumulate another source of water that will concentrate the underground water and add to the overland water that goes through the township culverts under the road and exacerbate the erosion problems we are already having and have had for decades. We have consulted with Grant County SWCD to see if there is any way we can mitigate the excess water flow and the erosion damage and there just is not enough land on our side of the road between the road and the Mustinka River to accomplish anything.

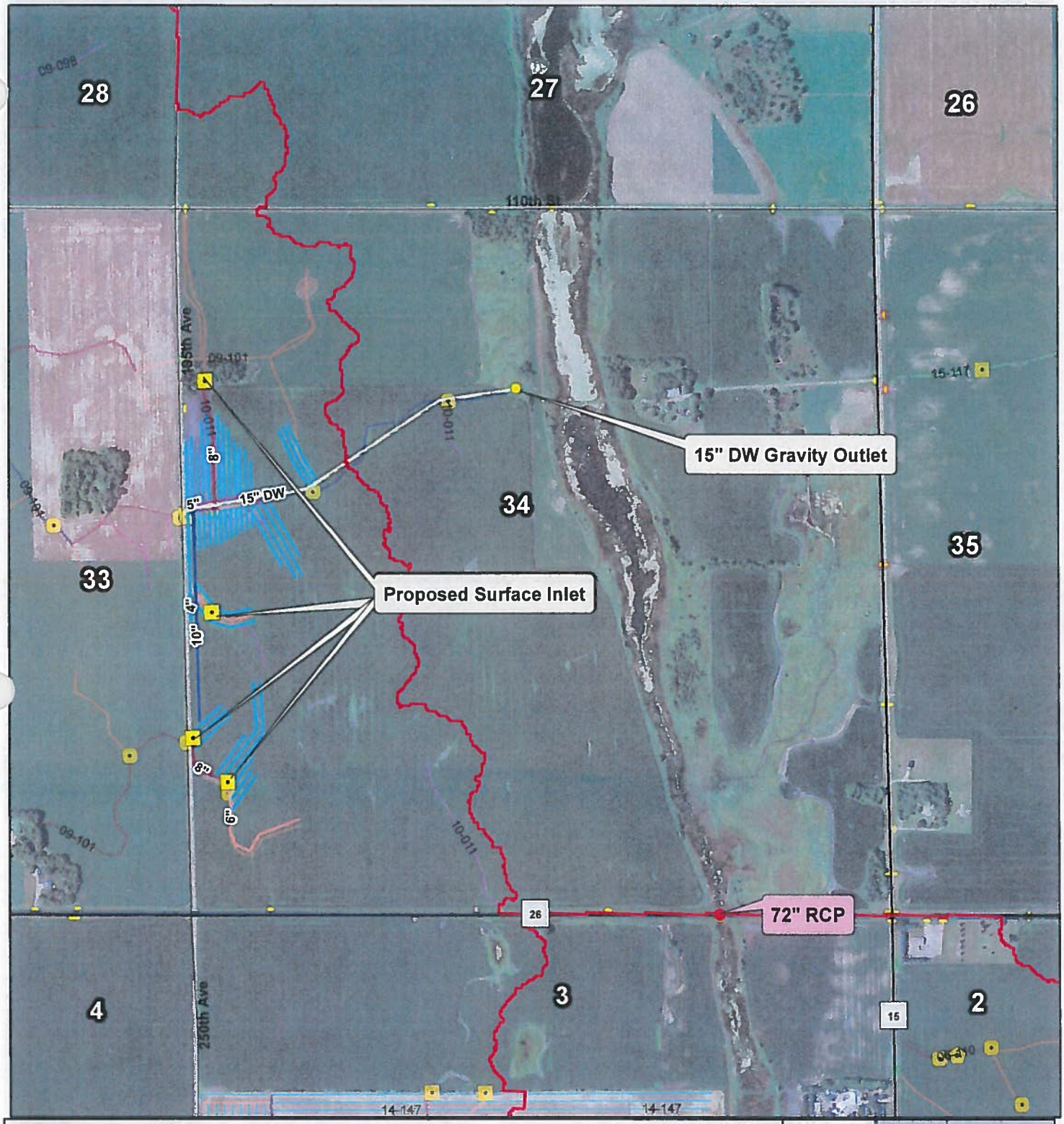
The steep elevation and fall from the west leading to our property and on down to the Mustinka River is quick and short.

About 15 years ago Grant County SWCD engineered a plan to build sediment basins and other measures on Section 3 that would help in holding back water and slow the flow of overground water to slow down the erosion of our land into the Mustinka River. This was an application made by Alan Pikop to BDSWD and should be in your records. It would be helpful if this could be found and if we could get another copy of what was sent to neighboring landowners at that time.

We ask that this option of using sediment basins in conjunction with tiling and any other recommendations of Grant County SWCD to slow down the quantity of water coming onto our land and causing erosion of our topsoil that goes directly into the Mustinka River, which is a protected waterway. We have been assured there would be costshare funds available from Grant County SWCD to help with the costs of this type of project. And because this plan has already been engineered and configured once before it would save on time and cost.

We will be sending by US Mail hard copies of elevation map, soil map and photos of the area that will help in understanding this situation.

Thank you for your consideration and we look forward to a thoughtful and fair solution for both our farms in dealing with water and drainage for both our farms.

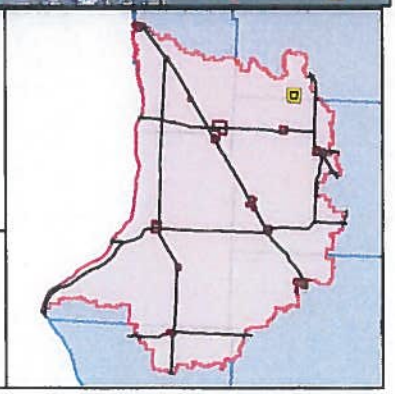


Legend

Structure
- Pump/Lift
- Control Structure
- Dike/Embankment
- Inlet/Intake
- Other
- Gravity Outlet
- BdSWD Subwatersheds
- BdSWD Culvert Inventory

Culvert
- RCP
- RCPA
- RCB
- CSP
- CSPA
- Bridge
- Other

Drain
- 3"
- 4"
- 5"
- 6"
- 8"
- 10"
- 12"
- 15"
- 18"
- 24" & Greater
- (Tile)
- (Dual Wall)
- (Non-Perf.)
- Other - Pipe
- Dike
- Ditch/Waterway
- Other - Misc



PA# 20-150 - Guardian Charitable Trust
W 1/2 of Sec 34, Aastad Twp
Bois de Sioux Watershed District, MN

Created By NHT Date Saved 10/28/20 Date Exported 10/28/20
Plotted By andrewsmith Aerial Image 2013 County NAIP SIDS Elevation Data IWI Lidar
Horizontal Datum NAD 1983 UTM Zone 15N Vertical Datum NAVD1988
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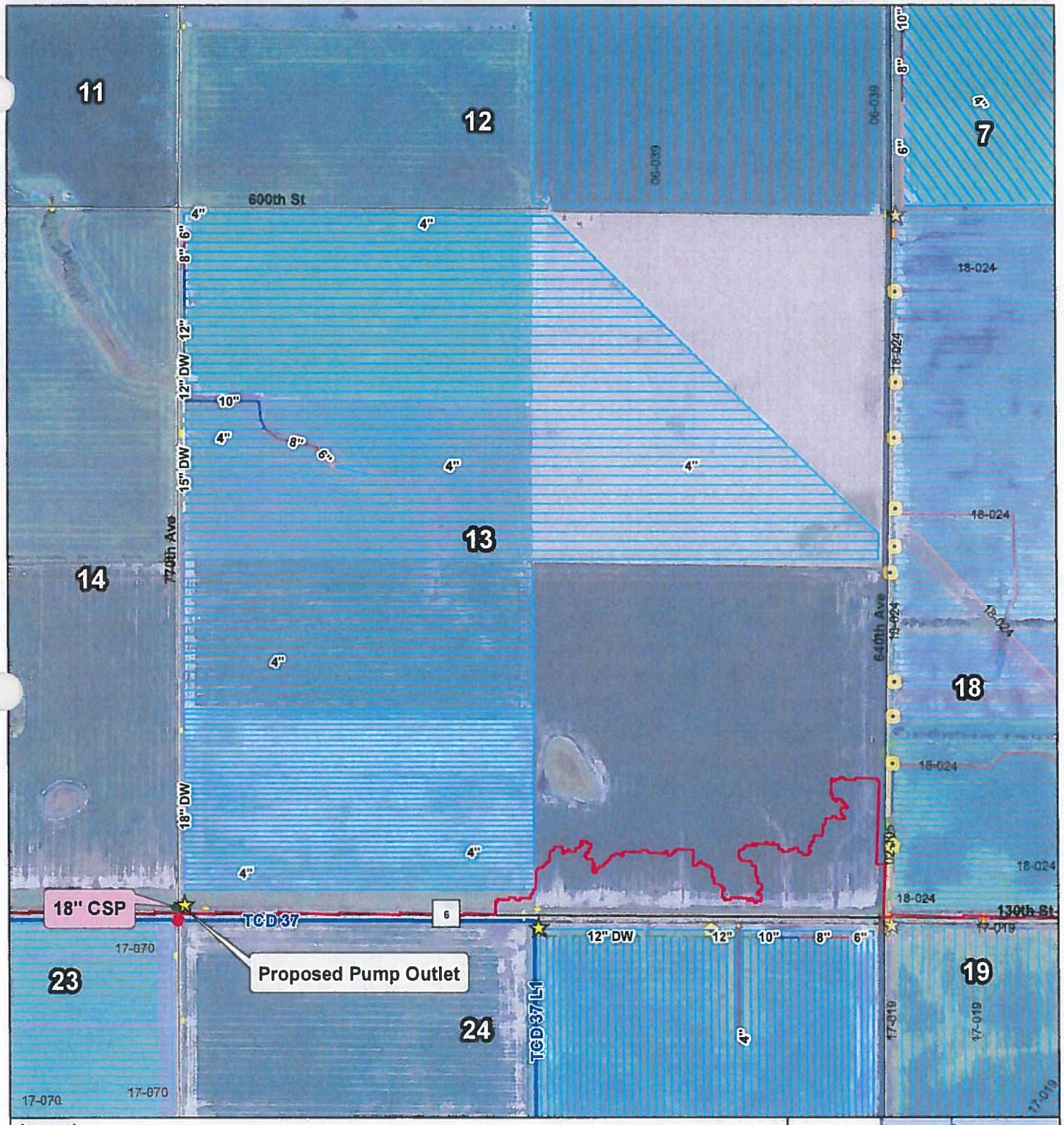

Legend

Structure
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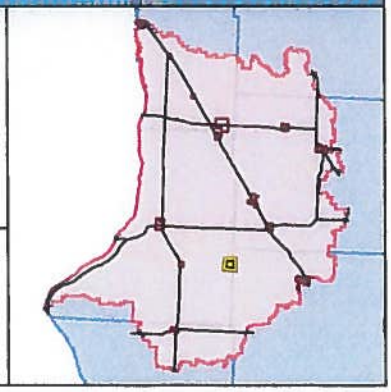
- (Dual Wall)
- (Non-Perf.)
- Other - Pipe
- Dike
- Ditch/Waterway
- Other - Misc



PA# 20-152 - Frisch, Greg
NE 1/4 of Sec 13, Dollymount Twp
Bois de Sioux Watershed District, MN

Created By NHT Date Saved 10/26/20 Date Exported 10/26/20
Plotted By andrew.smith Aerial Image 2013 County NAIP SIDS Elevation Data IWI Lidar
Horizontal Datum NAD 1983 UTM Zone 15N Vertical Datum NAVD1988
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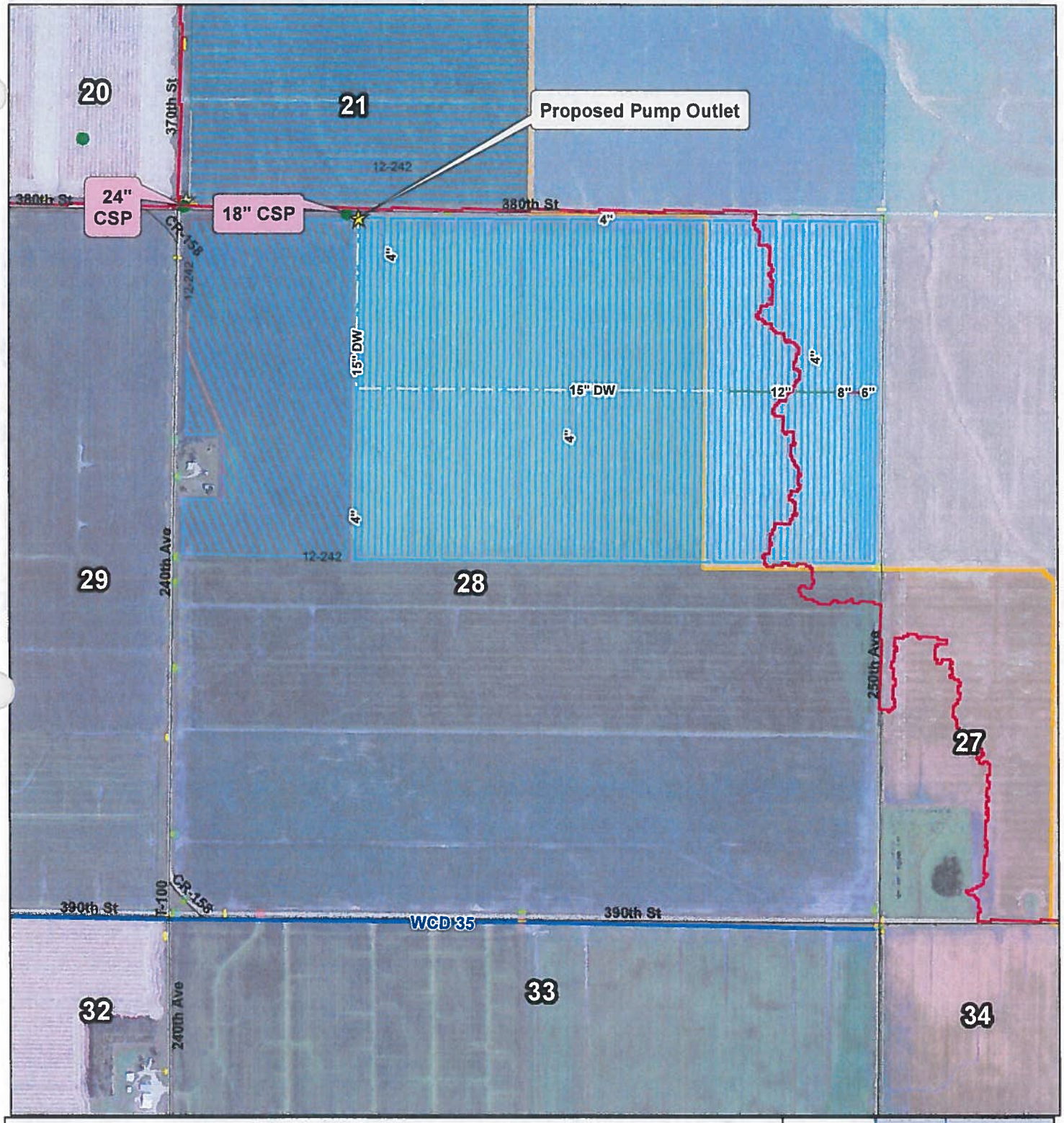

Legend

Structure

- Pump/Lift
- Control Structure
- Dike/Embankment
- Inlet/Intake
- Other
- Gravity Outlet
- BdSWD Subwatersheds
- BdSWD Culvert Inventory

Culvert

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- RCPA
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- Other - Pipe
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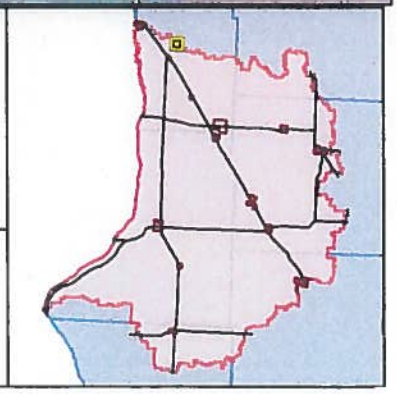
- Ditch/Waterway
- Other - Misc



PA# 20-155 - Seidler, Connie
NE 1/4 and W 80 of Sec 28, Sunnyside Twp
Bois de Sioux Watershed District, MN

Created By AKS Date Saved 10/29/20 Date Exported 10/29/20
Plotted By andrew.smith Aerial Image 2013 County NAIP SIDS Elevation Data IWI Lidar
Horizontal Datum NAD 1983 UTM Zone 15N Vertical Datum NAVD1988
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BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
526 10th Street NE, Suite 300
P.O. Box 485
West Fargo, ND 58078

Phone: 701.232.8701
Fax: 701.232.7817
Web: braunintertec.com

October 23, 2020 Proposal QTB128743

Ms. Jamie Beyer
Bois De Sioux Watershed District
704 Hwy 75 South
Wheaton, MN 56296

Re: Proposal for a Geotechnical Evaluation
Judicial Ditch 11 Outlet Structure
County Highway 55
½ mile west of 200th Avenue
Tenney, Minnesota

Dear Ms. Beyer:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation and some design for a new outlet structure into the Bois de Sioux River for Judicial Ditch No. 11 at the referenced site.

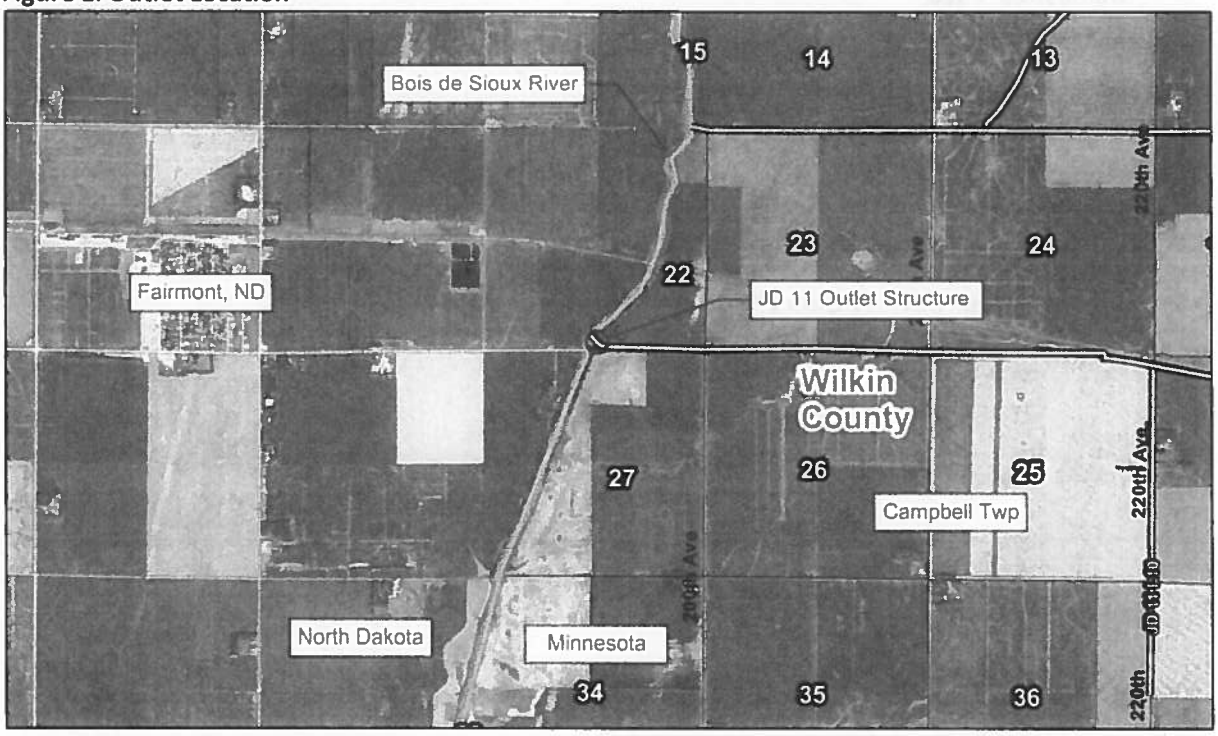
Project Information

Per our communication with Moore Engineering, Inc. (Moore), we understand the project will include the design and construction of a new outlet structure. The current structure is deteriorating, and the Bois de Sioux Watershed District would like the structure to be replaced. The replacement structure is anticipated to be some sort of sheet-pile structure and will require a geotechnical analysis and design. The location of the structure and a few photos provided by Moore are provided below.

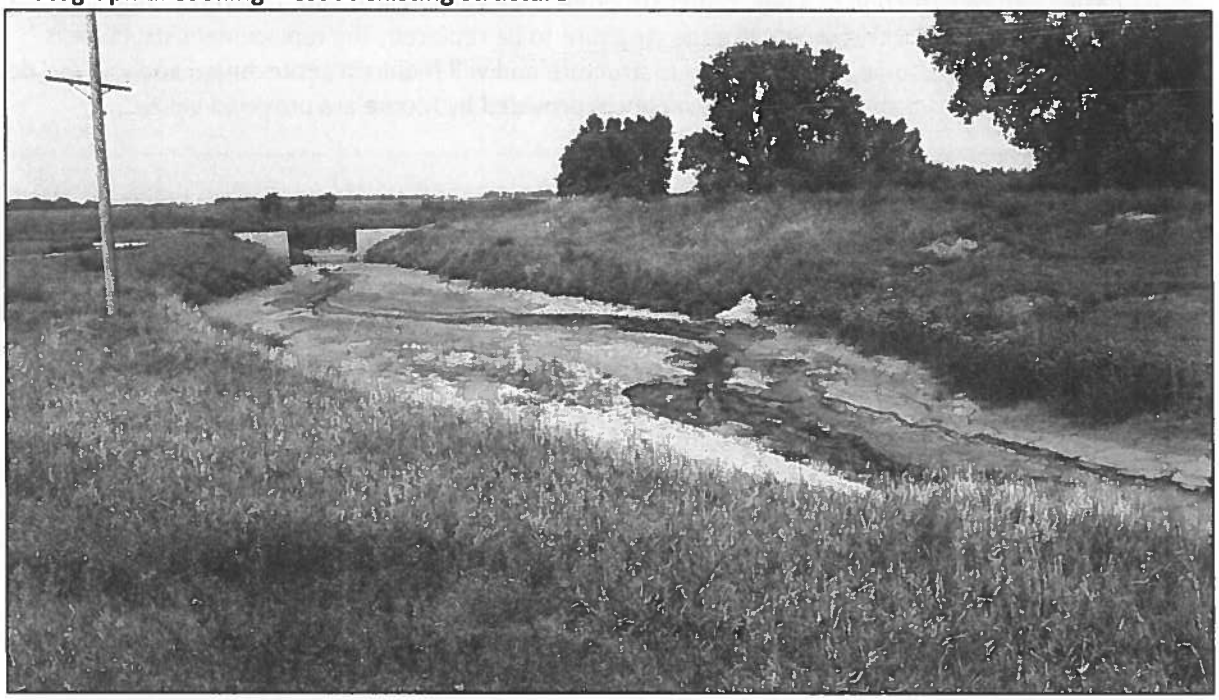
Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of a new outlet structure as well as drawings and design calculations for a sheet pile outlet structure.

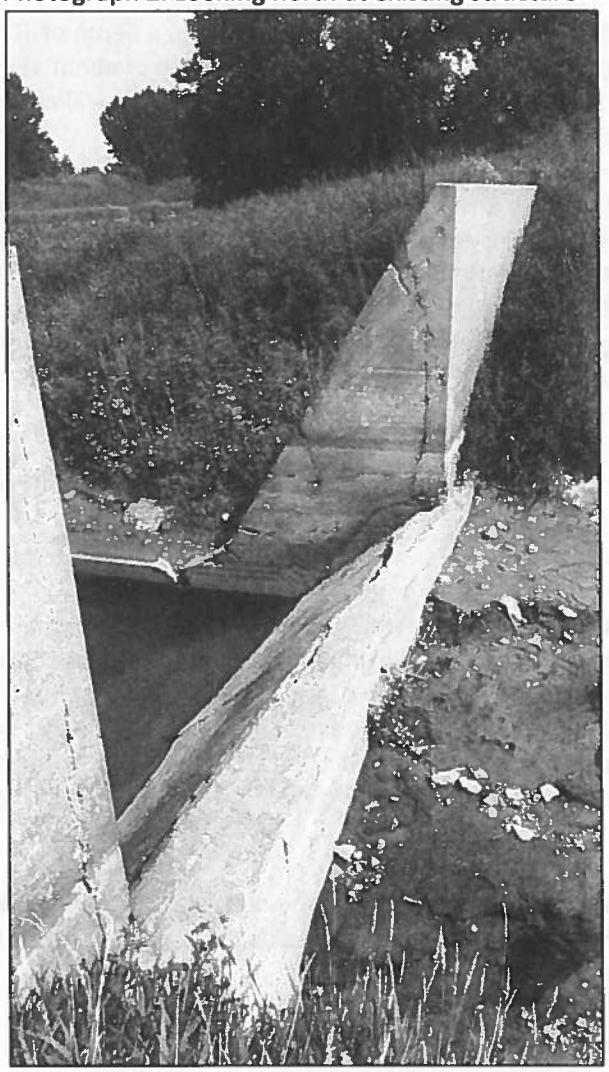
Figure 1. Outlet Location



Photograph 1. Looking west at existing structure



Photograph 2. Looking north at existing structure



Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on our discussion with you and a review of drone footage you had, we have assumed the south side of the existing outlet structure will be accessible to a truck-mounted drilling rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake the prospective subsurface exploration location as close to the south end of the existing outlet structure as access will allow. We will leave the boring location staked and obtain latitude and longitude coordinates of it, using consumer-grade GPS equipment, so that it can be staked and surveyed by Moore at a later date. We will not obtain any surface elevations of the boring location.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Boring
We propose to drill one (1) standard penetration test (SPT) boring for the project to a depth of 40 feet. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths. We have also made provisions to obtain 2 thin-walled tube samples of the soils encountered for laboratory testing.

If the intended boring depth does not extend through unsuitable material, we will extend the boring at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurement
If the boring encounters groundwater during or immediately after drilling of the boring, we will record the observed depth on the boring log.

MDH Notification
We are planning for the boring to be 25 feet or deeper. Therefore, the Minnesota Statutes requires us to both (1) submit to the Minnesota Department of Health (MDH) by mail a "Sealing Notification Form", and (2) submit a Sealing Record after our completion of the borings. The Sealing Notification Form requires a signature of the current property owner, or their agent, and we need to submit this to the MDH prior to our mobilization to the site. We are attaching a copy of the Sealing Notification Form at the end of this proposal for your signature. Our proposal includes the fees for the MDH Sealing Notification and the Sealing Record.

Borehole Abandonment
We will backfill our exploration location immediately after completing the drilling at. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 40 linear feet of borehole with grout.

The attached Project Proposal shows the fees associated with the sealing.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades. We are not assuming responsibility for re-leveling after we complete our fieldwork.

Sample Review and Laboratory Testing
We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 1. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	8	D2216	Soil classification, moisture condition, and engineering properties
Moisture content and unit weight	2		Wet and dry unit weight for use in sheet pile design
Atterberg limits	2	D4318	Soil plasticity, shrink/swell potential, engineering parameters, suitability of soils for reuse
Unconfined compression	2	D2166	Evaluate undrained shear strength for sheet pile design

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance. We will complete a structural analysis of the intended sheet pile wall and provide a stamped construction drawing that includes the sheet embedment depths and sheet sizes as well as a detail for the concrete cap.

Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Log of the boring describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement and compaction of fill.
- Calculations and drawings for the sheet pile structure.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 3 weeks following receipt of written authorization
- Field exploration – 1 day on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Sheet pile wall drawing submittal – within 3 to 4 weeks after completion of field exploration
- Report submittal – within 2 weeks following completion of laboratory testing

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of $9,994, which includes up to 1 hour of post deliverable consulting time. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of $204 per hour. We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of $313 per hour.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the General Conditions which provide additional terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ezra Ballinger at 701.205.2515.

Sincerely,

BRAUN INTERTEC CORPORATION

Ezra Ballinger, PE
Business Unit Leader, Senior Engineer

Corey D. Lindeman, PE
Project Engineer

Attachments:
Project Proposal
MDH Notification Form
General Conditions

c. Nathan Trosen, Moore Engineering, Inc.

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB128743

Judicial Ditch 11

Client:

Bois De Sioux Watershed District
Jamie Beyer
Wheaton, MN 56296
(320) 563-4185

Work Site Address:

County Highway 55
1/2 mile west of 200th Avenue
Tenney, MN 56583

Service Description:

Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**Geotechnical Evaluation**				
Activity 1.1	**Drilling Services**				**$3,205.00**
9000	**Truck Mounted Drilling Services, per hour**	8.00	Each	313.00	$2,504.00
205	**Site layout and utility clearance**	1.00	Hour	113.00	$113.00
371	**CADD/Graphics Operator**	1.50	Hour	124.00	$186.00
9903	**Sealing Record Reporting**	1.00	Each	140.00	$140.00
9732	**Grout with neat cement, materials per foot**	40.00	Each	5.00	$200.00
1022	**Thin-walled sample tubes (ASTM D 15 87), each**	2.00	Each	31.00	$62.00
Activity 1.2	**Geotechnical Soil Tests**				**$680.00**
1152	**Moisture content, per sample**	8.00	Each	22.00	$176.00
1154	**Density of Soil Specimens, per sample**	2.00	Each	36.00	$72.00
1156	**Atterberg Limits LL and PL, Single-Point, per sample**	2.00	Each	117.00	$234.00
1186	**Unconfined Compression, per sample**	2.00	Each	99.00	$198.00
Activity 1.3	**Geotechnical Evaluation and Report**				**$1,953.00**
138	**Project Assistant**	3.00	Hour	102.00	$306.00
118	**Staff Engineer**	8.00	Hour	149.00	$1,192.00
128	**Senior Engineer**	1.50	Hour	204.00	$306.00
125	**Project Manager**	1.00	Hour	149.00	$149.00
Activity 1.4	**Sheet Pile Design, Calculations, Drawings**				**$4,156.00**
126	**Project Engineer**	20.00	Hour	183.00	$3,660.00
130	**Principal Engineer**	2.00	Hour	248.00	$496.00
				Phase 1 Total:	**$9,994.00**

Proposal Total:	**$9,994.00**

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
526 10th Street NE, Suite 300
P.O. Box 485
West Fargo, ND 58078

Phone: 701.232.8701
Fax: 701.232.7817
Web: braunintertec.com

October 23, 2020 Proposal QTB128743

Ms. Jamie Beyer
Bois De Sioux Watershed District
704 Hwy 75 South
Wheaton, MN 56296

Re: Minnesota Department of Health Well Sealing Notification Form
Judicial Ditch 11 Outlet Structure
County Highway 55
½ mile west of 200th Avenue
Tenney, Minnesota

Dear Ms. Beyer:

Please have the property owner, representative or agent complete the "Well Owner" section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

NOTE: *This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.*

WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS
Send notification form and payment (check, money order, or credit card information) to:
Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502.
ATTN: CASHIER
Well Management Section Fax Number: (651) 201-4599.

Minnesota Unique Well No. or W series No. (Leave blank if not known)
Minnesota Well and Boring Sealing No. H

Card Type: [ ] Visa [ ] Mastercard [ ] Discover Exp. Date
Print Cardholder Name
3-Digit Security Code (Printed on back side of card.)
Card Number
Authorized Signature

[ ] Well Sealing Notification (269)
Check Well Type:
[ ] Water Supply Well [ ] Monitoring Well [ ] Other
Check Box If:
[ ] Well is Multiple Cased
[ ] Larger than 8-inch Inside Diameter

WELL LOCATION	County	Township Name	Township No.	Range No.	Section No.	Fraction (sm. → lg.) ¼ ¼ ¼	
	Well Location Address	City	State	Zip Code	Est. Depth	Casing Diameter	
WELL OWNER	Well Owner Name (Print)			Daytime Telephone Number ( )			
	Well Owner Street Address	City	State	Zip Code			
	Well Owner Signature		Date				
WELL CONTRACTOR	Well Contractor Company Name (Print)	Certified Rep. Signature	Date	Company License No			

Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 103I, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.

AA/EOE

General Conditions

BRAUN INTERTEC

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

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

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

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

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

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

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

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

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

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

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

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

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

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

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

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

Section 6: Disputes, Damage, and Risk Allocation

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

6.2 ***Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.***

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 ***For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or $50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to $100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than $500, to compensate us for the greater risk undertaken.*** This increased fee is not the purchase of insurance.

6.5 ***You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.***

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

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

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

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

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

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

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

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

CHANGE ORDER NO.: 5

Owner:	Bois de Sioux Watershed District	Owner's Project No.:	
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	19984
Contractor:		Contractor's Project No.:	
Project:	Judicial Ditch No. 11 Main Repair		
Contract Name:	Judicial Ditch No. 11 Main Repair		
Date Issued:	November 19th, 2020	Effective Date of Change Order:	November 19th, 2020

The Contract is modified as follows upon execution of this Change Order:

Description:

- The remaining additional mulching required for SWPPP. Station 146+50 – 304+02 of the NS Main and Station 0+00 – 52+00 of Lateral 6 which totals 9.9 acres and at $550.00 per acre totals $5,445.00.

Attachments: NA

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 1,010,079.00	Original Contract Times: Substantial Completion: 11/25/2020 Ready for final payment: 7/12/2021
Price adjustment from previously approved Change Orders No. 1 to No. 4: $ 33,705.00	Time adjustment from previously approved Change Orders No. 1 to No. 4: Substantial Completion: 7 days Ready for final payment: 10 days
Contract Price prior to this Change Order: $ 1,043,784.00	Contract Times prior to this Change Order: Substantial Completion: 12/02/2020 Ready for final payment: 7/22/2021
Increase this Change Order: $ 5,445.00	Increase this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ $1,049,229.00	Contract Times with all approved Change Orders: Substantial Completion: 12/02/2020 Ready for final payment: 7/22/2021

	Recommended by Engineer (if required)	Accepted by Contractor
By:	Nathan Tuseen	[illegible]
Title:	Project Engineer	Hoonan Works LLC
Date:	11/12/2020	11-12-20
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:	BdSWD President	
Date:		

Contractor's Application for Payment

Owner:	Bois de Sioux Watershed District	Owner's Project No.:	
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	19984
Contractor:	Hormann Works LLC	Contractor's Project No.:	
Project:	JD #11 Main Repairs		
Contract:	JD #11 Main Repairs		

Application No.: 5 Application Date: 11/5/2020

Application Period: From 10/3/2020 to 11/5/2020

1. Original Contract Price	$	1,010,079.00
2. Net change by Change Orders	$	39,150.00
3. Current Contract Price (Line 1 + Line 2)	$	1,049,229.00
4. Total Work completed and materials stored to date (Sum of Column J Unit Price Total)	$	1,058,133.10
5. Retainage		
a. 4.957% X $ 1,058,133.10 Work Completed	$	52,451.66
b. _____ X $ - Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)	$	52,451.66
6. Amount eligible to date (Line 4 - Line 5.c)	$	1,005,681.44
7. Less previous payments (Line 6 from prior application)	$	817,008.72
8. Amount due this application	$	188,672.72
9. Balance to finish, including retainage (Line 3 - Line 6)	$	43,547.56

Payment Recommended By Engineer $ 188,672.72
(Line 8 or other - attach explanation of the other amount

Payment Approved by Owner $ _____
(Line 8 or other - attach explanation of the other amount

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Hormann Works LLC

Signature: [signature] Date: 11-12-20

Recommended by Engineer		Approved by Owner	
By:	Nathan Tuseen	By:	
Title:	Project Engineer	Title:	BdSWD President
Date:	11/12/2020	Date:	

Approved by Funding Agency			
By:		By:	
Title:		Title:	
Date:		Date:	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: Bois de Sioux Watershed District
Engineer: Moore Engineering, Inc.
Contractor: Hormann Works LLC
Project: JD #11 Main Repairs
Contract: JD #11 Main Repairs

Owner's Project No.:
Engineer's Project No.: 19984
Contractor's Project No.:

Application No.: 5 Application Period: From 10/3/2020 to 11/5/2020 Application Date: 11/5/2020

A	B		C	D	E	F		G	H	I	J	K	L
			Contract Information					Work Completed					
Bid Item No.		Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Installed This Period	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
						Original Contract							
1	012000	Mobilization	1	LS	$ 60,000.00	$ 60,000.00		1.00	$ 60,000.00		$ 60,000.00	100%	$ -
2	015000	Traffic Control	1	LS	$ 1,800.00	$ 1,800.00	0.5	1.00	$ 1,800.00		$ 1,800.00	100%	$ -
3	312213	Excavation - Channel	141,881	CY	$ 1.00	$ 141,881.00		140,349.00	$ 140,349.00		$ 140,349.00	99%	$ 1,532.00
4	312213	Lateral Side Inlet Grading	10	EA	$ 400.00	$ 4,000.00		21.00	$ 8,400.00		$ 8,400.00	210%	$ (4,400.00)
5	312213	Spoil Bank Leveling	11.7	Mile	$ 3,300.00	$ 38,610.00		12.20	$ 40,260.00		$ 40,260.00	104%	$ (1,650.00)
6	312213	Topsoil - Stripping and Spreading	10.2	Mile	$ 2,500.00	$ 25,500.00		10.70	$ 26,750.00		$ 26,750.00	105%	$ (1,250.00)
7	024116	Culvert Remove	806	LF	$ 7.50	$ 6,045.00	335	787.00	$ 5,902.50		$ 5,902.50	98%	$ 142.50
8	334213	CSP - 18"	3,458	LF	$ 27.00	$ 93,366.00	264	3,342.00	$ 90,234.00		$ 90,234.00	97%	$ 3,132.00
9	334213	CSP - 24"	460	LF	$ 34.00	$ 15,640.00	140	528.00	$ 17,952.00		$ 17,952.00	115%	$ (2,312.00)
10	334213	CSP - 30"	88	LF	$ 45.00	$ 3,960.00		40.00	$ 1,800.00		$ 1,800.00	45%	$ 2,160.00
11	334213	CSP - 36"	112	LF	$ 55.00	$ 6,160.00		106.00	$ 5,830.00		$ 5,830.00	95%	$ 330.00
12	334213	CSP - 42"	132	LF	$ 69.00	$ 9,108.00		132.00	$ 9,108.00		$ 9,108.00	100%	$ -
13	334213	CSPA - 49"X33"	408	LF	$ 180.00	$ 73,440.00	248	408.00	$ 73,440.00		$ 73,440.00	100%	$ -
14	334213	CSPA - 64"X43"	572	LF	$ 200.00	$ 114,400.00	208	572.00	$ 114,400.00		$ 114,400.00	100%	$ -
15	334213	Flared End Section - 18" CSP	79	EA	$ 125.00	$ 9,875.00	5	86.00	$ 10,750.00		$ 10,750.00	109%	$ (875.00)
16	334213	Flared End Section - 24" CSP	6	EA	$ 145.00	$ 870.00		8.00	$ 1,160.00		$ 1,160.00	133%	$ (290.00)
17	334213	Flared End Section - 30" CSP	2	EA	$ 310.00	$ 620.00		1.00	$ 310.00		$ 310.00	50%	$ 310.00
18	334213	Flared End Section - 36" CSP	2	EA	$ 420.00	$ 840.00		2.00	$ 840.00		$ 840.00	100%	$ -
19	334213	Adjustable Flap Gate - 18" Steel	79	EA	$ 460.00	$ 36,340.00	5	82.00	$ 37,720.00		$ 37,720.00	104%	$ (1,380.00)
20	334213	Adjustable Flap Gate - 24" Steel	6	EA	$ 530.00	$ 3,180.00		8.00	$ 4,240.00		$ 4,240.00	133%	$ (1,060.00)
21	334213	Adjustable Flap Gate - 30" Steel	2	EA	$ 690.00	$ 1,380.00		0.00	$ -		$ -	0%	$ 1,380.00
22	334213	Adjustable Flap Gate - 36" Steel	2	EA	$ 850.00	$ 1,700.00		2.00	$ 1,700.00		$ 1,700.00	100%	$ -
23	334213	Adjustable Flap Gate - 42" Steel	2	EA	$ 1,100.00	$ 2,200.00		2.00	$ 2,200.00		$ 2,200.00	100%	$ -
24	313700	Rip Rap Class III	1,855	CY	$ 75.00	$ 139,125.00	44.0	1,964.00	$ 147,300.00		$ 147,300.00	106%	$ (8,175.00)
25	313700	Rip Rap Class IV	1,110	CY	$ 75.00	$ 83,250.00	515.0	1,461.00	$ 109,575.00		$ 109,575.00	132%	$ (26,325.00)
26	313700	Rip Rap Filter Fabric	5,360	SY	$ 2.50	$ 13,400.00	860.0	6,116.00	$ 15,290.00		$ 15,290.00	114%	$ (1,890.00)
27	310516	Select Backfill (P)	1,085	CY	$ 13.00	$ 14,105.00	475.0	1,085.00	$ 14,105.00		$ 14,105.00	100%	$ -
28	321123	Road Surface Aggregate	145	CY	$ 15.00	$ 2,175.00	156.0	156.00	$ 2,340.00		$ 2,340.00	108%	$ (165.00)
29	321123	Geotextile Fabric	850	SY	$ 2.80	$ 2,380.00	937.0	937.00	$ 2,623.60		$ 2,623.60	110%	$ (243.60)
30	312500	Storm Water Management	1	LS	$ 1,500.00	$ 1,500.00	0.5	1.00	$ 1,500.00		$ 1,500.00	100%	$ -
31	312500	Rock Check - Temporary	10	EA	$ 950.00	$ 9,500.00	1	12.00	$ 11,400.00		$ 11,400.00	120%	$ (1,900.00)
32	312500	Sedimentation Control Wattle - 9"	2,760	LF	$ 1.00	$ 2,760.00		0.00	$ -		$ -	0%	$ 2,760.00
33	312500	Erosion Control Blanket - Category 3N	2,670	SY	$ 1.00	$ 2,670.00		66.00	$ 66.00		$ 66.00	2%	$ 2,604.00
34	312500	Stabilized Construction Entrance	1	LS	$ 1,500.00	$ 1,500.00		0.00	$ -		$ -	0%	$ 1,500.00
35	014000	Material Testing	Allowance	Allowance	$ 18,000.00	$ 18,000.00	0.31	0.41	$ 7,453.00		$ 7,453.00	41%	$ 10,547.00
36	329219	Seeding - Type III	96.9	AC	$ 710.00	$ 68,799.00	23.3	73.50	$ 52,185.00		$ 52,185.00	76%	$ 16,614.00
					Original Contract Totals	$ 1,010,079.00			$ 1,018,983.10	$ -	$ 1,018,983.10	101%	$ (8,904.10)

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	Bois de Sioux Watershed District	Owner's Project No.:	
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	19984
Contractor:	Hormann Works LLC	Contractor's Project No.:	
Project:	JD #11 Main Repairs		
Contract:	JD #11 Main Repairs		

Application No.: 5 Application Period: From 10/3/2020 to 11/5/2020 Application Date: 11/5/2020

A	B	C	D	E	F		G	H	I	J	K	L
		Contract Information					Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Installed This Period	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
					Change Orders							
C1	Change Order No. 1	1	LS	$ 13,025.00	$ 13,025.00	0	1.00	$ 13,025.00		$ 13,025.00	100%	$ -
C2	Change Order No. 2	1	LS	$ 1,525.00	$ 1,525.00	0	1.00	$ 1,525.00		$ 1,525.00	100%	$ -
C3	Change Order No. 3	1	LS	$ 9,650.00	$ 9,650.00	0	1.00	$ 9,650.00		$ 9,650.00	100%	$ -
C4	Change Order No. 4	1	LS	9,505.00	$ 9,505.00	0	1.00	$ 9,505.00		$ 9,505.00	100%	$ -
C5	Change Order No. 5	1.00	LS	5,445.00	$ 5,445.00	1.00	1.00	$ 5,445.00		$ 5,445.00	100%	$ -
					$ -			$ -		$ -		$ -
					$ -			$ -		$ -		$ -
					$ -			$ -		$ -		$ -
					$ -			$ -		$ -		$ -
					$ -			$ -		$ -		$ -
					$ -			$ -		$ -		$ -
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					$ -			$ -		$ -		$ -
				Change Order Totals	$ 39,150.00			$ 39,150.00	$ -	$ 39,150.00	100%	$ -
					Original Contract and Change Orders							
				Project Totals	$ 1,049,229.00			$ 1,058,133.10	$ -	$ 1,058,133.10	101%	$ (8,904.10)

Bois de Sioux
Watershed District
704 Highway 75 South | Wheaton, MN 56296

Phone | 320.563.4185
Fax | 320.563.4987

www.bdswd.com
bdswd@runestone.net

SUBMISSION TO TRAVERSE COUNTY FOR BOND REIMBURSEMENT OF JUDICIAL DITCH #11 REPAIR AND REDETERMINATION EXPENESES:

Category	Cost Estimate	Previous Requests	Reimb. Request #6
Construction	$ 1,176,347.50	$ 526,777.41	$ 290,231.31
Utilities	$ 195,000.00	$ -	$ -
Viewers	$ 25,000.00	$ 16,561.82	$ -
RW and Legal Descriptions	$ 81,500.00	$ 66,010.08	$ 637.10
Grant App, Admin Assistance, Engineering Final Design (300), Redetermination of Benefits / Project Development	$ 164,000.00	$ 164,000.00	$ 465.00
Engineering Construction Construction (400)	$ 53,000.00	$ 105,554.05	$ -
BdSWD Staff and Admin	$ 53,000.00	$ 1,490.95	$ -
ROW - Retro and Buffer, Construction and Spoil Easement	$ 508,000.00	$ 457,028.00	$ -
Contingencies	$ 176,652.50	$ -	$ -
TOTAL COST	**$ 2,255,847.50**	**$ 1,337,422.31**	**$ 291,333.41**

Actual Bond (County has bond costs not included above): **$ 1,820,000.00**

A payment request of _____ is hereby submitted by the Managers of the Bois de Sioux Watershed District, on the _____ day of _____, 2020.

_____

Linda Vavra, President

	Type	Date	Num	Name	Memo	Account	Class	Clr	Split	Amount
Ditch Fund										
JCD #11										
	Check	10/14/2020	20884	Ohnstad Twichell, PC	JD #11 REPAIR	52600 · Legal Fees	Ditch Fund:JCD #11		10000 · Bank of the West Checking	637.10
	Check	10/14/2020	20888	Moore Engineering, Inc.	JD #11 REPAIRS	51900 · Engineering Services	Ditch Fund:JCD #11		10000 · Bank of the West Checking	465.00
	Check	10/15/2020	20889	HORMANN WORKS	PAY APPLICATION NO. 4	53890 · Contracted Repairs and Maintena	Ditch Fund:JCD #11		10000 · Bank of the West Checking	290,231.31
Total JCD #11										291,333.41
Total Ditch Fund										291,333.41
TOTAL										**291,333.41**

TO: Jamie Beyer, Administrator, Bois de Sioux Watershed District (BdSWD)

FROM: Robert L. Sip, Executive Director
Red River Watershed Management Board (RRWMB)
Jason Braaten, RRWMB Treasurer

RE: Analysis of RRWMB Disbursements to the BdSWD

DATE: October 21, 2020

The purpose of this correspondence is to provide additional information to the BdSWD regarding levy payments made to the RRWMB in addition to disbursements made by the RRWMB back to the BdSWD. Electronic data for RRWMB financial information is only available from 1998 to the current time and prior to 1998, another electronic accounting system was utilized but the data were never transferred into Quickbooks that we are aware of. Our records currently indicate that the BdSWD has made levy payments to the RRWMB totaling $11,342,047.09 from 1998 to September 15, 2020. Below is a breakdown of past and future RRWMB disbursements to the BdSWD from 1998 to September 15, 2020:

A. DISBURSEMENTS TO THE BDSWD SINCE 1998:	
Red Path and Other Projects	$8,016,889.35
North Ottawa Project	$3,091,440.03
Wilkin Ditch 9/10 Project	$100,000.00
B. FUTURE DISBURSEMENTS:	
Lake Traverse/Ditch 52 Project	$283,000.00
C. RCPP Funding Due to RRWMB Membership:	
Bois de Direct Project	$498,156.61
D. BASINWIDE BENEFITS*:	$1,447,527.33
TOTAL DISBURSEMENTS TO BdSWD SINCE 1998:	**$13,437,013.30**

Also attached to this document is a spreadsheet from RRWMB accounting software to highlight disbursements by year since 1998 by project. Please share this information with your managers and I would be happy to attend an upcoming BdSWD meeting to further discuss this information and how calculations were made.

50.5

***Basin-wide Benefits Note:** The RRWMB has allocated funds for several studies, efforts, initiatives, and projects that have benefited all Watershed Districts (WD) in the Red River Basin of the North of Minnesota since 1976. The RRWMB has started to compile financial information for studies, efforts, initiatives, and projects but some data is not readily available or has not yet been calculated. Presently, RRWMB financial records indicate that $16,264.352.06 has been allocated for the basin-wide benefits included on Page 3 of this document. Of this total, the RRWMB calculates that $1,447,527.33 can be allocated to the BdSWD for basin-wide benefits.

Calculation of Basin-wide Benefits: While there are eleven organized WD's in the Red River Basin of Minnesota, nine were included in this analysis including current and former RRWMB members. The Otter Tail Watershed, which is not an organized WD's was not included in this analysis.

It is also anticipated that as the RRWMB continues to research basin-wide benefits, the calculations may significantly increase over $16,264,352. Timing of when WD's joined the RRWMB or left RRWMB membership was not considered.

Method: To determine the WD allocation of basin-wide benefits at this time, the percent of total square miles for each WD was multiplied by $16,254,352. In this case, 0.089 percent x $16,264,352 = $1,447,527.33 for the BdSWD as of October 2020.

WD	Square Miles	% of Total Square Miles	WD Allocation of Basin-wide Benefits	Acres	% of Acres
BdSWD	1,413	8.9	$ 1,447,527.33	904,320	8.9
JRWD	124	0.78	$ 126,861.95	79,360	0.78
MSTRWD	1,476	9.3	$ 1,512,584.74	944,640	9.3
RLWD	5,990	37.74	$ 6,138,166.44	3,833,600	37.74
RRWD	1,047	6.6	$ 1,073,447.23	670,080	6.6
TRWD	1,462	9.21	$ 1,497,946.82	935,680	9.21
WRWD	2,085	13.14	$ 2,137,135.85	1,334,400	13.14
BRRWD**	1,780	11.21	$ 1,823,233.86	1,139,200	11.21
SHRWD**	495	3.12	$ 507,447.78	316,800	3.12
Total	**15,872**	**100**	**$ 16,264,352.00**	**10,158,080**	**100**

**Indicates former RRWMB member.

BASIN-WIDE BENEFITS

ITEM	AMOUNT
Legal Representation	$ 584,509.00
Project Coordination/Legislative Services	$ 1,083,000.00
Tracking of Permitting and Regulatory Issues	TBD - Forthcoming
Representation on the Following:	
Red River Basin Commission and Committees	$ 1,655,000.00
Drainage Work Group	TBD - Forthcoming
International Red River Board Water Quality Committee	TBD - Forthcoming
NRCS State Technical Committee	TBD - Forthcoming
Red River Retention Authority	$ 550,900.19
International Water Institute	TBD - Forthcoming
Coordination of USGS Stream Flow Monitoring	TBD - Forthcoming
Flood Damage Reduction Work Group (FDRWG)	TBD - Forthcoming
Technical Issues:	
LIDAR – RRWMB Contribution	$ 600,000.00
LIDAR – Other Contributions	$ 4,400,000.00
Basin Technical and Scientific Advisory Committee	$ 100,696.00
FDRWG Technical and Scientific Advisory Committee	TBD - Forthcoming
RRWMB Technical Advisory Committee	TBD - Forthcoming
Red River Basin Feasibility Study	TBD - Forthcoming
Long-term Flood Solutions – Original Study	TBD - Forthcoming
Long-term Flood Solutions – Study Update	$ 80,000.00
Runoff Based Assessment Model	$ 117,087.00
PTMApp	TBD - Forthcoming
Project Planning Tool	TBD - Forthcoming
Several Other Technical Studies and Efforts	TBD - Forthcoming
Other:	
RCPP Funds Via RRWMB Membership on RRRA	$ 3,988,916.62
Cash-flow Analysis Tool	TBD - Forthcoming
River Watch/River of Dreams Since 2010	$ 950,000.00
Project Planning Tool	$ 248,158.00
Benefit Cost Analysis Template	$ 144,185.25
Model WD Rules for Member WDs	TBD - Forthcoming
Red River Basin EIS/Lawsuit	$ 1,000,000.00
Drainage Guidelines	TBD - Forthcoming
Several Other Initiatives and Efforts	TBD - Forthcoming
Red River Coordinator Position – 1991 to 2020	$ 761,900.00
Current Total	**$ 16,264,352.06**

Note 1: Not all the above items have been allocated a pro-rated cost by RRWMB member WDs, and/or former WDs, and non-member WDs.
Note 2: The above list is not all inclusive and the RRWMB funded several studies and initiatives that are not included that have benefitted all current members, past member WDs, and non-member WDs.
Note 3: It is anticipated that total costs for the above list is several million dollars in addition to the total included above.

September 17, 2020 - Levy Receipts From the BdSWD and RRWMB Disbursements to the BdSWD

		TOTAL
Levy Receipts		
LGA-LOCAL GOVERNMENT AID		414,858.95
TAXES		10,927,188.14
Total Levy Receipts		11,342,047.09
Disbursements to the BdSWD		
MEDIATION EXPENSE		441,047.09
PROJECT FUNDING		7,575,842.26
Total Disbursements to the BdSWD	**$**	**8,016,889.35**
Additional Items:		
BdSWD Share of Items Below	**$**	**1,447,527.33**
Payments for Lake Traverse Ditch 52 - Future Payments	**$**	**283,000.00**
Payment for Wilkin Ditch 9 and 10.	**$**	**100,000.00**
RCPP - Bois de Sioux Direct Project	**$**	**498,156.61**
North Ottowa Payments	**$**	**3,091,440.03**
Grand Total	**$**	**13,437,013.32**

This document does not include all costs associated with the following from 1976 to Sept 17, 2020

Legal Representation

Project Coordination/Legislative Services

Tracking of Permitting and Regulatory Issues

Representation on the Following:

- Red River Basin Commission and Committees
- Drainage Work Group
- International Red River Board Water Quality Committee
- NRCS State Technical Committee
- Red River Retention Authority
- International Water Institute
- Coordination of USGS Stream Flow Monitoring
- Flood Damage Reduction Work Group (FDRWG)

Technical Issues:

- LIDAR - RRWMB Contibution
- LIDAR - Other Contributions
- Basin Technical and Scientific Advisory Committee
- FDRWG Technical and Scientific Advisory Committee

RRWMB Technical Advisory Committee

Red River Basin Feasibility Study

Long-term Flood Solutions - Original Study

Long-term Flood Solutions - Study Update

Runoff Based Assessment Model

PTMApp

Project Planning Tool

Several Other Technical Studies and Efforts

Other:

RCPP Funds Via RRWMB Membership on RRRA

Cash-flow Analysis Tool

River Watch/River of Dreams Since 2010

Project Planning Tool

Benefit Cost Analysis Template

Model WD Rules for Member WDs

Red River Basin EIS/Lawsuit

Drainage Guidelines

Several Other Initiatives and Efforts

Red River Coordinator Position - 1991 to 2020

Current Total

Note 1: Not all the above items have not yet been allocated a pro-rated cost by RRWMB member WDs, and/or former WDs, and non-member WDs.

Note 2: The above list is not all inclusive and the RRWMB funded several studies and initiatives that are not included that have benefitted all current members, past member WDs, and non-member WDs.

Note 3: It is anticipated that total costs for the above list is several million dollars in addition to the total included above.

[Date]

[Landowner Name]
[Address]
[Address]

Dear *[Landowner]*,

This letter is in regard to property located adjacent to Judicial Ditch No. 12 that may not yet have been placed in perennial vegetation or an equivalent alternative practice, as required by the State of Minnesota's Buffer Law. Landowners must maintain a sixteen and one half foot (16.5') perennial vegetative buffer strip (the "buffer") to be installed adjacent to legal public drainage ditches unless the landowner incorporates an approved alternative riparian water quality practice. You may confirm whether your parcel requires a buffer strip by entering the Township, Section, and Range within the interactive DNR Buffer Map accessible at: http://arcgis.dnr.state.mn.us/gis/buffersviewer/.

It is important to note that the Bois de Sioux Watershed District (the "District") elected to enforce the Buffer Law through establishment of a District-wide Buffer Rule. Had the District not done so, the Minnesota Board of Water and Soil Resources would have enforced the Buffer Law, and we would have seen reduced state aid at the local level. The District's Board Managers strongly value positive relationships with landowners and feel that by assuming enforcement responsibilities, the District can protect local governance of buffer installation and directly promote a more common goal: the prevention of soil loss from fields into drainage systems.

Grant County Soil and Water Conservation District is assisting landowners with planning, technical assistance, implementation of approved alternative practices, and tracking progress toward compliance with the requirements. For more information, please contact Jared House, Grant County Soil and Water Conservation District Administrative Manager, at jared.house@co.grant.mn.us or (320) 685-5395.

If you have any questions on parcel compliance or the Bois de Sioux Watershed District Buffer Rule, please contact Jamie Beyer, Administrator, at bdswd@runestone.net or (320) 563-4185.

Sincerely,

BOIS DE SIOUX WATERSHED DISTRICT

Linda Vavra, President

GRANT COUNTY SOIL AND WATER CONSERVATION DISTRICT

Jared House, Administrative Manager

SWCD ALTERNATIVE PRACTICES

Wilkin County:

We don't have a list I guess. If a farmer wants to do an alternative practice I have met them onsite and we came to an agreement. The alternative practices that we have used have been no-till the entire field, and grade stabilization structures. As long as the practice would have equal or greater value compared to vegetated cover we would consider it an alternative practice in Wilkin County.

Grant County:

We don't have a set list for many reasons. We utilize all that the NRCS field office technical guide and BWSR approved alternative practices have to offer except for no-till and cover crop practices. Additionally, alternative practice are only considered where there are negative slopes on the ditch. If negative slopes exist, then we will look at where the water enters the ditch and come up with alternative practices at the concentrated flow areas. These alternative practices might be grass swales, alt. tile intakes, side water inlets, etc. In some cases, we have even approved doing nothing as an alternative practices due to the fact that none of the water actually entered the ditch system.

Otter Tail:

In Otter Tail County, we have used a variety of alternative practices. We started by steering landowners towards the basic alternative practice "six pack" available on BWSR's website. (http://www.bwsr.state.mn.us/alternative-practices)

The two main practices we have used in Otter Tail County are practice # 1 (MAWQCP) and #6 (conservation tillage). Additionally we have approved a few # 4a/5 (Negative slope on ditch/watercourse). We have a small number of landowners that used practice #2 as well. Under #2, we have installed several WASCOBS which help reduce projected runoff and lessen widths of required buffers. We hope this helps.

Bois de Sioux Watershed District
704 Highway 75 South | Wheaton, MN 56296

Phone | 320.563.4185
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www.bdswd.com
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TOPIC FOLLOW-UP	
LINED WATERWAY SWCD GRANT	**11/19/20**

BACKGROUND

AT THE OCTOBER 18, 2018 BOARD MEETING:
Traverse County SWCD approached the District regarding a cost-share pilot program on TCD #31 that would involve the installation of a concrete mesh product, Shoreflex, which prevents erosion and holds sediment in-place. Traverse County SWCD would provide $17,000 and proposed that BdSWD matches the same amount. Because of the possible benefits to stabilize ditch slopes, prevention of future erosion of field outlets, and the transfer of nutrients from soil to water, Fridgen spoke with BWSR's Pete Waller about the potential use of the District's Riparian Aid; Waller supported the idea. Upon motion by Gillespie, seconded by Dahlen and carried unanimously, the pilot program cost-share was approved.

October 21, 2019: The Traverse County Comprehensive Local Water Plan approved using $9,121 in grant funds to offset landowner cost-share.

NOVEMBER 21, 2019: Bois de Sioux Watershed District made a partial payment of $10,000 to Traverse SWCD for installed ShoreFlex.

CURRENT REQUESTS

Consideration for approval:

1) Installation of **29** mats on TCD #31 is complete. Traverse SWCD is looking for approval of **$2,856.25** to close-out this project.

2) Both Bruce Johnson and Troy Fridgen see additional opportunities to be installed on drainage systems. The Traverse County Comprehensive Local Water Plan has pledged **$20,191 for mats on field outlets to legal ditches in Traverse County, and has asked if the Bois de Sioux Watershed District would be interested in matching this amount.** Riparian Aid would be used. Drainage systems with a recent, or upcoming, clean-out would be targeted. Landowners voluntarily participate.

Bois de Sioux
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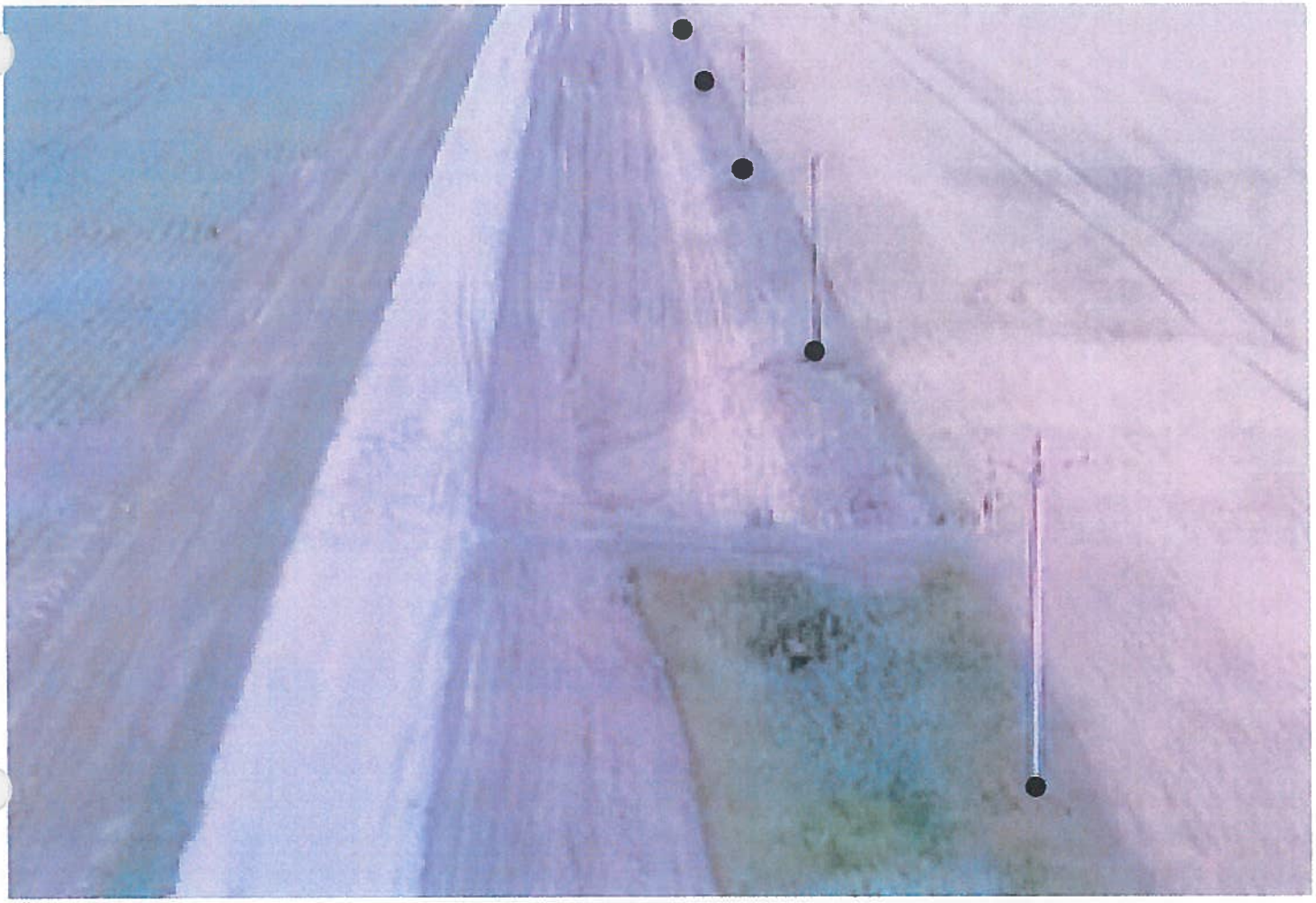
TOPIC FOLLOW-UP	
LMCIT INSURANCE CLAIM	**11/19/20**

BACKGROUND

Following the July 8th storm near Campbell, Minnesota, we received a complaint from Traverse Electric that six of their utility poles were brought down during, or after, the storm. They alleged that a spot-cleanout of JD 11 Lateral 9 last fall, that we contracted for, weakened the soil base and caused the poles to go down. Traverse Electric stated that their insurance will not cover the damage, citing the weather as an Act of God. As a standard practice, we collect liability insurance information from all of our contractors, so we provided a copy to Traverse Electric for the contractor. The farm next to the lines had a giant tree get split in two, there was enough ¼ sized hail to destroy crops in an area of about 5 miles x 20 miles, and there was damage to farms to the west and in Fairmount.

Engineer Technician Fridgen visited with the Traverse Electric, the contractor, and a neighboring landowner and inspected the site. A claim was opened with the League of Minnesota Cities Insurance Trust.



LMC LEAGUE MINNESOTA CITIES

OCT 2 3 2020

October 15, 2020

Traverse Electric
Attn: Dale Schwagel
1618 Broadway
Wheaton, MN 56296

Claim Number:	GL105708
Trust Member:	Bois De Sioux Watershed District (BDSWD)
Claimant:	Traverse Electric
Date of Loss:	7/8/20

Ladies and Gentlemen:

This letter is regarding your liability claim against the BDSWD for damage to your power line poles.

The BDSWD is a trust member with the League of Minnesota Cities Insurance Trust (LMCIT) and has liability coverage with LMCIT under covenant 1004067. For payment to be made under this coverage, there must be evidence of negligence on behalf of the City. This negligence must be the proximate cause of your damages. I am the adjuster assigned to investigate this matter.

I have completed my investigation into this incident. During my inspection of the location, I found the damaged poles in question were installed in the backslope of the ditch. A couple of the poles were installed near the bottom of the backslope, and a couple were installed in the middle and toward the top of the backslope. This conflicts with our discussion prior when you indicated that you install the power poles on level ground 6-8' behind the back slope of the ditch. It appears that the installation of the power pole line did not account for the point-of-intersection in the middle of road, which puts a slight bend in the road and ditch. In this area the power poles were installed into the back slope.

My investigation also showed that the BDSWD had the ditch cleaned out in the fall of 2019. This project was to remove sediment from the bottom of the ditch. During this project, the contractor pulled back some of the ditch backslope. However, the area in front of the poles in question does not appear to be affected.

I have found that on the date of loss, there was significant rain and saturation of soil along w/ significant windspeeds and gusts. I have determined the proximate cause of the downed power poles is the installation of them into the backslope of the ditch, saturated ground and high

OCT 2 3 2020

windspeeds on the date of loss. Therefore, I am unable to make payment for the cost to repairs the damaged power poles and must deny your claim.

Please feel free to contact me at the number or email address below.

Respectfully,

Mark Evenson
Claims Adjuster
320/894-7787 Telephone
866/291-4942 Fax
mevenson@lmc.org

CC: Bois De Sioux Watershed District
704 Hwy 75 South
Wheaton, MN 56296

Frisch Ins Agency
1001 2nd Ave N
Wheaton, MN 56296

CliftonLarsonAllen LLP
CLAconnect.com

October 25, 2020

Board Managers and Management
Bois de Sioux Watershed District
704 Hwy 75 South
Wheaton, MN 56296

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Bois de Sioux Watershed District ("you," "your," or "the entity") for the year ended December 31, 2020.

Miranda Wendlandt is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of Bois de Sioux Watershed District, which comprise the statement of balances arising from cash transactions and the statement of cash receipts, disbursements, and changes in cash fund balances for each major governmental fund as presented in accordance with the Reporting and Publishing Requirements for City Audited Financial Statements for Cities under 2,500 in Population Reporting on the Cash or Regulatory Basis of Accounting as prescribed by the Minnesota Office of the State Auditor, as of and for the year ended December 31, 2020, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the following supplementary information accompanying the financial statements in relation to the financial statements as a whole:

1. Combining statement of cash receipts, disbursements and charges in the cash fund balance- ditch special revenue fund
2. Combining statement of cash receipts and disbursements- ditch special revenue fund
3. Budgetary comparison schedules

The following information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Schedule of accounts receivable
2. Schedule of accounts payable

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.

- Preparation of adjusting journal entries.

Audit objective

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with the Reporting and Publishing Requirements for City Audited Financial Statements for Cities under 2,500 in Population Reporting on the Cash or Regulatory Basis of Accounting as prescribed by the Minnesota Office of the State Auditor, a special purpose framework (regulatory basis), which is a basis of accounting other than accounting principles generally accepted in the United States of America (U.S. GAAP). The effects on the financial statements of the variances between the regulatory basis of accounting and U.S. GAAP, although not reasonably determinable, are presumed to be material. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

As part of our audit, we will also perform the procedures and provide the report required by the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements in accordance with the regulatory basis of accounting. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for including all informative disclosures that are appropriate for the regulatory basis of accounting. Those disclosures will include (a) a description of the regulatory basis of accounting, including a summary of significant accounting policies, and how the regulatory basis of accounting differs from U.S. GAAP; (b) informative disclosures similar to those required by U.S. GAAP; and (c) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

You are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations, and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we

determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with the regulatory basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to review, approve, and accept responsibility for those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.

- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit in February 2021.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to Minnesota Office of the State Auditor for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Based on our preliminary estimates, the total fees and expenses for the engagement should approximate $11,025 ($10,500 for audit and $525 for technology and client support fee). This estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee and expense estimate. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and related fees and to reimburse us for all out-of-pocket expenditures through the date of termination.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Changes related to COVID-19

COVID-19 continues to have significant direct and indirect impacts on financial reporting, disclosure requirements, and the nature, timing, and scope of the activities we are required to perform. To the extent that

the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Bois de Sioux Watershed District's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return the copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Miranda Wendlandt

Miranda Wendlandt, CPA, CFE
Principal
320-759-5124
miranda.wendlandt@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Bois de Sioux Watershed District.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____

MINNESOTA ASSOCIATION OF WATERSHED DISTRICTS, INC

Land and Water Shall be Preserved

Minnesota Association of Watershed Districts, Inc.
www.mnwatershed.org

MN Association of Watershed Districts, Inc.
2020 Annual and Regional Meeting Notice

Date of Notice: November 2, 2020

NOTICE IS HEREBY GIVEN that the 2020 Regional Meetings of the Minnesota Association of Watershed Districts, Inc. will be held virtually, beginning at 5:00 p.m. on Wednesday, December 2, 2020 for the purpose of electing three members to the MAWD Board of Directors, one from each region, for terms ending in 2023.

NOTICE IS HEREBY GIVEN that the 2020 Annual Meeting of the Minnesota Association of Watershed Districts, Inc. will be held virtually, beginning at 9:00 a.m. on Friday, December 4, 2020 for the following purposes:

1. To receive and accept the reports of the President, Secretary, and Treasurer regarding the business of the association of the past year;
2. To receive the report of the auditor;
3. To consider and act upon the Fiscal Year 2021 budget;
4. To consider and act upon proposed resolutions;
5. To consider and act upon any other business that may properly come before the membership.

Sincerely,

_____

Ruth Schaefer
MAWD Secretary

NOTE: Instructions on how to access the virtual meetings will be provided one week before the meeting.

MINNESOTA ASSOCIATION OF WATERSHED DISTRICTS, INC

Land and Water Shall be Preserved

Minnesota Association of Watershed Districts, Inc.
www.mnwatershed.org

MN Association of Watershed Districts, Inc.
2020 Delegate Appointment Form

The _____hereby certifies that it is
name of watershed organization
a watershed district or watershed management organization duly established and in good standing pursuant to Minnesota Statutes 103B or 103D and is a member of the MN Association of Watershed Districts, Inc. (MAWD) for the year 2020.

The _____hereby further certifies
name of watershed organization
the following individuals have been appointed as delegates, or as an alternate delegate, all of whom are managers in good standing with the organization.

Delegate #1: _____
Name Email Address

Delegate #2: _____
Name Email Address

Alternate: _____
Name Email Address

Authorized by: _____
Signature **Date**

_____
Title

REGISTRATION REQUIRED

MINNESOTA ASSOCIATION OF WATERSHED DISTRICTS, INC

Land and Water Shall be Preserved

2020 VIRTUAL ANNUAL CONFERENCE

Pre-Conference Workshops

Tuesday, December 1, 2020

Introduction to Minnesota Public Drainage Law

Join drainage professionals for an introduction of the newly updated Understanding MN Public Drainage Law Handbook and Overview. To view these documents in advance of the workshop, visit the website: http://bwsr.state.mn.us/understanding-minnesota-public-drainage-law.

8:30	Welcome/Introduction	
8:35	Background/History/Handbook	Al Kean, former BWSR Drainage Engineer
9:10	Roles and Responsibilities – Part 1	Craig Austinson, Blue Earth County
9:40	Roles and Responsibilities – Part 2	Merissa Lore, Faribault County
10:10	Break	
10:20	Drainage Project Proceedings	Chuck Brandel, ISG
10:50	Repair and Other Proceedings	Chris Otterness, Houston Engineering
11:20	Break	
11:30	Authorities, Jurisdiction, and Records	Watershed District Administrator
12:00	Due Process in Drainage Law	Kale Van Bruggen, Rinke-Noonan
12:25	Closing and Next Steps	

Financing Watershed Projects

Join watershed administrators from across the state to explore options for financing watershed projects that go beyond the general levy. Topics include:

MAWA
Minnesota Association of Watershed Administrators

1:00	Welcome/Introduction	
1:05	Project Tax Levies	Margaret Johnson, Middle Fork Crow River WD
1:30	Local Sales Tax Option	Andy Henschel, Shell Rock River WD
2:00	Water Management Districts	Tera Guetter, Pelican River WD
2:30	Bonding	Mark Doneux, Capitol Region WD
3:00	Break	
3:15	Additional Grants and Funding Options	Margaret Johnson, Middle Fork Crow River WD
3:45	Lessard SAMS Outdoor Heritage Council	Scott Henderson, Sauk River WD
4:15	Public Facilities Authority	Rebecca Carlson, Clearwater River WD
4:45	Closing	

To register, visit https://pheedloop.com/mawd2020/site/

$199 registration includes an all-access pass to the December 1-4 live sessions and events plus on-demand access starting December 7, 2020.

MINNESOTA ASSOCIATION OF WATERSHED DISTRICTS, INC

Land and Water Shall be Preserved

2020 VIRTUAL ANNUAL CONFERENCE

MAWD Annual Convention Schedule

Wednesday, December 2, 2020

Welcome to the MAWD Annual Convention! We hope you enjoy this year's lineup of presentations and fun activities. Each presentation will be pre-recorded but will feel live with each presenter being available for live chat sessions. We look forward to seeing you online!

Noon **Welcome and Keynote Speaker – Kit Welchlin**

1:00 **Sessions (Tracks: Climate, River Restorations, Watershed Management Strategies)**

- Climate Change Initiatives in Minnesota and Wisconsin
- Stream Meander Restoration in an Urban Creek
- Implementing Groundwater Management Planning into Watershed Plans

1:30 **VENDOR SHOWCASE – Thank you to Platinum Sponsor EOR**

2:00 **Sessions (Tracks: Climate, River Restoration, Watershed Management Strategies)**

- Changing Climate and Changing Waters: What We Must Do to Save Them
- Phased Project Implementation – Managing Water One Step at a Time
- Balancing Flood Damage Reduction, Water Quality Needs in the Red River Basin

2:30 **Sessions (Tracks: Climate, River Restorations, Watershed Management Strategies)**

- Where to Begin? Identifying and Prioritizing Flood-Risk Mitigation Projects
- If You Build It, They Will Come: Pelican River Low Head Dam Case Study
- Moving from One Watershed Planning to Implementation

3:00 **VENDOR SHOWCASE – Thank you to Platinum Sponsor Houston Engineering**

3:30 **Sessions (Tracks: Special Projects, Retention/Drainage Solutions, Clean Water Fund)**

- Urban Meet Rural: Stormwater Management Alternatives for Solar Garden Sites
- Strategies for Implementing Storage into Public Drainage Systems
- Achieving the Public's Expectations for Water Quality in Minnesota

4:00 **Sessions (Tracks: Special Projects, Retention/Drainage Solutions, Clean Water Fund)**

- Shields Lake Stormwater Reuse and Alum Treatment
- May I Have Your Attention for Retention?
- Clean Water Fund and Clean Water Council Update

4:30 **VENDOR SHOWCASE – Thank you to **New** Platinum Sponsor ISG**

5:00 **Regional Meetings –** Discuss regional issues and vote for your region's MAWD Board of Directors representative.

5:30 **Night at the Movies –** Watch our very own watershed movies and vote for your favorite by Thursday 8 pm. The 2019 Best Picture - Night at the Movies Traveling Trophy winner was Capitol Region Watershed District. Congrats!

MINNESOTA ASSOCIATION OF WATERSHED DISTRICTS, INC

Land and Water Shall be Preserved

2020 VIRTUAL ANNUAL CONFERENCE

MAWD Annual Convention Schedule

Thursday, December 3, 2020

Noon **Sessions (Tracks: Technology Tools, Partnerships, Research & Studies)**

- Innovative Solutions Utilizing XPSWMM for Flood Mitigation
- Raising the Grade: Seeking Solutions to Improve the Health of the Mississippi River
- Minnesota Stormwater Research Council - Background and Highlights

12:30 **VENDOR SHOWCASE – Thank you to Platinum Sponsor Wenck**

1:00 **Sessions (Tracks: Technology Tools, Partnerships, Research & Studies)**

- Effective Uses for the PTM App in Watershed Planning and Implementation
- Delivering a Watershed-based Public Private Partnership to Achieve Shared Goals
- Planning for Resiliency: Natural Asset Valuation in a Changing World

1:30 **Sessions (Tracks: Technology Tools, Outreach & Inclusion, Research & Studies)**

- The Water We Move: Pumps and Pumping of Drainage and Storm Water
- Stretching Outreach Budgets by Partnering with the Blue Thumb Program
- St. Anthony Regional Scale Stormwater Treatment and Research Facility

2:00 **VENDOR SHOWCASE – Thank you to Platinum Sponsor Moore Engineering**

2:30 **Sessions (Tracks: Technology Tools, Outreach & Inclusion, Urban Projects)**

- Improve Remote Collaboration While Lowering Costs Using Open Source Software
- Capitol Region Watershed District: 2020-2025 Diversity, Equity, and Inclusion Plan
- Success, Failures, and Evolution of a Low Impact Development Precedent

3:00 **Sessions (Tracks: State/Federal Updates, Advanced Project Development, Urban Projects)**

- Minnesota's 2020 State Water Plan: Water and Climate
- Complex Project Development: A Case Study of Lake Traverse Water Quality Project
- Parkview Center School Filtration BMP: Case Study for Coordination and Cost Savings

3:30 **VENDOR SHOWCASE – Thank you to Platinum Sponsor Barr Engineering**

4:00 **Sessions (Tracks: State/Federal Updates, Advanced Project Development, Urban Projects)**

- US Army Corps of Engineers, St. Paul District Regulatory Program Overview & Updates
- Using Future Hydrology Planning to Achieve Watershed Goals
- Virtual Tour of Allianz Field's Stormwater Management Systems

4:30 **Awards Program –** It won't be the same as getting dressed up and having a wonderful meal together, but we still need to recognize each other's outstanding achievements! Awards include: Best Program, Best Project, Administrator of the Year, Employee of the Year, and Traveling Trophies for Education and Best Picture

5:30 **Happy Hour Trivia –** Play trivia with your fellow watershed friends online! We tried this out at another water conference, and it was so much fun! **Please join us!** (1 hr)

MINNESOTA ASSOCIATION OF WATERSHED DISTRICTS, INC

Land and Water Shall be Preserved

2020 VIRTUAL ANNUAL CONFERENCE

MAWD Annual Business Meeting

Friday, December 4, 2020

The MAWD Membership meets annually to discuss official business including approving a budget for Fiscal Year 2021 and voting on resolutions submitted by members and/or the MAWD Board. This year, we will be discussing eight resolutions that you should have received from your administrator. Each watershed is given two delegates that may vote during the meeting. The agenda is included below. A full meeting packet will be distributed no later than one week in advance of the meeting.

9:00 **Welcome**

9:10 **MAWD Reports** (President, Secretary, Treasurer, Executive Director)

- Approve 2019 Minutes, FY2021 Budget, and Report of the Auditor

9:45 **Agency Reports** (BWSR, DNR, MPCA)

10:15 **Break**

10:30 **Resolutions Hearing**

- Debate and Vote on 2020 Proposed Resolutions

12:00 **Adjournment** / End of Convention

MAWD Regional Meetings

Wednesday, December 2, 2020

MAWD watersheds are divided into 3 geographic regions and each region has three representatives on the MAWD Board of Directors. Regional meetings must be held at least annually to elect members to 3-year terms on the MAWD Board of Directors. Each watershed has 2 delegates that may vote in the elections. Here are the current board members and their terms.

Region 1 Board Members:
(Red River Valley)

Linda Vavra, Bois de Sioux WD – term expires 2020
Gene Tiedemann, Red Lake WD – term expires 2021
Peter Fjestad, Buffalo Red River WD – term expires 2022

Region 2 Board Members:
(Rural, non-Red River Valley)

Tim Dritz, Yellow Medicine River WD – term expires 2020
Wanda Holker, Upper Minnesota River WD – term expires 2021
Ruth Schaefer, Middle Fork Crow River WD – term expires 2022

Region 3 Board Members:
(Metro WDs/WMOs)

Mary Texer, Capitol Region WD – term expires 2020
Jackie Anderson, Comfort Lake Forest Lake WD – term expires 2021
Sherry Davis White, Minnehaha Creek WD – term expires 2022

Meeting Agenda
Bois de Sioux and Mustinka Watersheds
1W1P Steering Committee Meeting
11/05/2020 at 9:00 am
by conference call and screenshare

Member Organizations	Committee Representative	Designated Alternate
Big Stone County	Danny Tuckett	Darren Wilke **[Absent]**
Big Stone SWCD	Joseph Otto	
Grant County	Greg Lillemon	
Grant SWCD	Jared House	
West Otter Tail SWCD	Brad Mergens	Ben Underhill
Otter Tail County	Kyle Westergard **[Absent]**	
Stevens County	Bill Kleindl	
Stevens SWCD	Matt Solemsaas	
Traverse County	Lynn Siegel **[Absent]**	Bruce Johnson **[Absent]**
Traverse SWCD	Sara Gronfeld	Bruce Johnson **[Absent]**
Wilkin County	Breanna Koval	
Wilkin SWCD	Craig Lingen	Don Bajumpaa **[Absent]**
Bois de Sioux Watershed	Jamie Beyer	Linda Vavra

CC:

BWSR	Pete Waller
BWSR	Henry Van Offelen
HEI	Jeremiah Jazdziewski **[Absent]**
HEI	Rachel Olm
Grant County	Reed Peterson **[Absent]**
Moore Engineering	Chad Engels
Moore Engineering	Tara Ostendorf

Welcome and Updates: Upon motion by Solemsaas, seconded by Tuckett and carried unanimously, the minutes of October 1, 2020 were approved. Upon motion by House, seconded by Solemsaas and carried unanimously, the $828.00 claim from HEI was approved.

Discuss Plan Comments Received (so far): Olm presented the comments received from MDA, which are targeted towards actions under implementation. A letter from MPCA was received indicating there were no comments. No letters have been received from the DNR, MDH, or BWSR yet. The deadline is Monday, November 9th.

The Bois de Sioux Watershed District did have their attorney review the plan, and with Beyer, will be submitting comments. The legal review identified three overreaching themes:

1) Independent Authorities
   Comments will be submitted to:
   - clarify that the implementation partnership is not a separate authority that can enter into agreements or receive funds directly
   - ensure that processes described in the plan or the implementation partnership do not supersede the authorities granted to counties, SWCD's, and the watershed have authority described in statute
   - remove the automatic assumption that all actions and projects that meet plan goals will be coordinated or completed collaboratively
   - remove the automatic assumption that all grants will be coordinated or completed collaboratively.

2) Implementation Not Defined
   - remove the automatic assumption that all LGU's will approve and enter into a subsequent implementation partnership, as none of the formal agreements or rules have been drafted
   - clarify plan amendment requirements
   - include language the supports any LGU's decision to pursue individual implementation

District Attorney Lukas Croaker also provided 12 questions to BWSR, which were returned this week, giving guidance on concerns specific to watershed districts. The guidance provided by BWSR included the clear statement that, "All LGUs covered by the CWMP need not enter into the implementation agreement. If one or more chooses not to enter the agreement they will need to be part of work plan development in order to be eligible for grant funding." After adopting the plan, each LGU can chose to implement practices and projects on their own or with the partnership. The partnership will recommend the use of watershed-based implementation funds.

Beyer ran through some of the District's individual comments for committee discussion.

Public Hearing Updates:

Wilkin & Traverse:	Campbell Community Center	December 1, 2 – 5 pm
Big Stone & Stevens:	TBD	
Grant & Otter Tail	TBD	

Waller will confirm whether at least one recording must be taken, or if minutes will suffice. This topic will be revised at the 11/12 Steering Committee meeting so that newspaper notices can be coordinated.

LGU Response for Fiscal Host & Program Manager:

Big Stone County	No interest
Big Stone SWCD	No interest
Grant County	No interest
Grant SWCD	No interest
West Otter Tail SWCD	Need response
Otter Tail County	Need response
Stevens County	No interest
Stevens SWCD	Need response
Traverse County	Need response
Traverse SWCD	Need response
Wilkin County	No interest
Wilkin SWCD	No interest
Bois de Sioux Watershed	Willing to be fiscal host, but weak Elink skills. The suggestion was made to add LGU's as Team Members in Elink -> then individual could enter their own projects and mapping. Group effort might be needed to craft narrative descriptions.

Utilizing Remaining Grant Funds: House provided a demo of the ESRI-based application they are setting up in the Pomme de Terre to map projects, record reductions, and calculate progress towards goals. The application can export data that can be used in Excel. House estimates that it will cost a couple of thousand dollars to configure, and then users will pay $200/yr for access. Technical Service Area 1 is hosting the data. HEI and Moore Engineering are also developing applications, and it is unknown what requirements BWSR will

implement. Mergens recommended waiting to discuss this issue further, when it can be added to the Partnerships' workplan.

Next Meetings:

Steering Committee - November 12th, 1 pm to: Review Plan Comments, Receive Updates on Public Hearings, Discuss LGU Approval Resolutions

Policy Committee – November 19th, 2 pm

Public Hearings

****If public hearing comments are substantive, we may need to move the December 3rd Steering/Policy Committee Meeting so we can edit the plan and approve changes****

Meeting Agenda
Bois de Sioux and Mustinka Watersheds
1W1P Steering Committee Meeting
11/05/2020 at 9:00 am
by conference call and screenshare

Member Organizations	Committee Representative	Designated Alternate
Big Stone County	Danny Tuckett **[Absent]**	Darren Wilke **[Absent]**
Big Stone SWCD	Joseph Otto **[Absent]**	
Grant County	Greg Lillemon	
Grant SWCD	Jared House	
West Otter Tail SWCD	Brad Mergens	Ben Underhill
Otter Tail County	Kyle Westergard	
Stevens County	Bill Kleindl	
Stevens SWCD	Matt Solemsaas **[Absent]**	
Traverse County	Lynn Siegel	Bruce Johnson **[Absent]**
Traverse SWCD	Sara Gronfeld	Bruce Johnson **[Absent]**
Wilkin County	Breanna Koval	
Wilkin SWCD	Craig Lingen **[Absent]**	Don Bajumpaa **[Absent]**
Bois de Sioux Watershed	Jamie Beyer	Linda Vavra

CC:

BWSR	Pete Waller
BWSR	Henry Van Offelen
HEI	Jeremiah Jazdziewski **[Absent]**
HEI	Rachel Olm
Grant County	Reed Peterson **[Absent]**
Moore Engineering	Chad Engels **[Absent]**
Moore Engineering	Tara Ostendorf **[Absent]**

Welcome and Updates.

Discuss Plan Comments Received: Response letters included those from MPCA (no comments), MDA (3 comments), MDH (1 Comment), DNR (3 comments), BWSR (21) comments. Recommended changes will be made prior to delivery to the Policy Committee. The "Technical Advisory Committee" will be renamed the "Steering Committee."

BdSWD & BWSR need to finalize the amendment section; the current version does not have enough detail for BWSR Plan Content, and BdSWD is aware that it is possible that an amendment will be required in the near future for the Doran Creek Water Management District (which can only be created by amendment).

Public Hearing Updates

Wilkin & Traverse:	Campbell Community Center	December 1, 3 pm
Big Stone & Stevens:	Graceville Community Center	November 30 or December 1st
Grant & Otter Tail	www.zoom.com Meeting ID: 827 2029 0133 and Passcode: 471080 Phone Only: 312 626 6799	November 30, 5 pm

Minutes must be taken at the in-person meetings, and the online meeting will be recorded.

Discuss LGU Resolutions: There is no set number of days after the public hearings by which the plan may be approved/submitted BUT....Waller prefers to receive signed LGU resolutions on or before December 23rd, in preparation for the November 6th BWSR Northwest Committee meeting.

November 30/December 1: Public Hearings Held

December 3: Policy Committee will consider resolution to submit the watershed-based plan jointly to BWSR for review and approval, contingent upon approval of the plan for submittal by each LGU.

December 4 – December 23: Local Boards consider passing resolutions to approve plans for submission to BWSR. Send a signed copy of the resolution to Waller. A powerpoint of the 1/6/2021 presentation must be provided.

From our MOU/MOA:

> b. **Submittal of the Plan. The Policy Committee will recommend the plan to the Parties of this agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.**

A presentation from our group will be required the morning of January 6th. Waller suggested that the 20-minute presentation focus on our goals, major specific actions, and the capital improvement projects.

Meeting Agenda
Bois de Sioux and Mustinka Watersheds
1W1P Steering Committee Meeting
~~11/05/2020 at 9:00 am~~ 11/12 at 1pm
by conference call and screenshare

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November 10, 2020
BUFFER COMMITTEE
MEETING MINUTES

Present: President Linda Vavra, Board Managers Allen Wold, Scott Gillespie, John Kapphahn (by phone). Also present: Attorney Lukas Croaker, Technician Troy Fridgen, Traverse SWCD Technician Bruce Johnson, Commissioner Jay Backer (by phone/Zoom); Administrator Jamie Beyer (in person).

Approve Previous Meeting Minutes: Upon motion by Kapphahn, seconded by Wold and carried unanimously, the minutes of June 26, 2020 were approved.

Update on Redeterminations & Buffer Installations: Wilkin County SWCD & Traverse County SWCD have seeded the buffers acquired under the redeterminations of WCD #9/10 and JD #11! Hearings for the repair and redeterminations of JD #6 will start in December. Property owner reports were sent on Friday.

Update on Traverse County Erosion Prevention Program: At the October 18, 2018 board meeting, the Traverse County SWCD approached the District regarding a cost-share pilot program on TCD #31 that would involve the installation of a concrete mesh product, Shoreflex, which prevents erosion and holds sediment in-place. Traverse County SWCD would provide $17,000 and proposed that BdSWD matches the same amount. Because of the possible benefits to stabilize ditch slopes, prevention of future erosion of field outlets, and the transfer of nutrients from soil to water, Fridgen spoke with BWSR's Pete Waller about the potential use of the District's Riparian Aid; Waller supported the idea. The Traverse County Comprehensive Local Water Plan approved using $9,121 in grant funds to offset landowner cost-share. Installation of 29 mats on TCD #31 is complete. Traverse SWCD is looking for approval of $2,856.25 to close-out this project. Gillespie commented that a mat installed several years ago – in a steeper, larger channel – was not properly installed, and water undercut the mat. Wold and Fridgen have inspected the mats along TCD #31 (and TCD #23 in 2018), which have been inundated many times already.

The Traverse County Comprehensive Local Water Plan has pledged $20,191 for future mats on field outlets to legal ditches in Traverse County, and has asked if the Bois de Sioux Watershed District would be interested in matching this amount. Riparian Aid would be used. Drainage systems with a recent, or upcoming, clean-out would be targeted. Landowners voluntarily participate. This project is collaborative: landowners, BWSR, Traverse County, Traverse SWCD, and BdSWD participate. Kapphahn motioned, seconded by Wold and carried unanimously, to recommend participation.

Update on Cover Crop Program: This Bois de Sioux Watershed District grant program offers $5,000 per year per SWCD, renewable up to three years. Wilkin and Stevens have signed grant agreements for 2020. Traverse SWCD has indicated potential interest for 2021.

Approval of Recommendation to BdSWD Board for Joint Letter: Committee members reviewed and discussed the joint informational letter drafted by Bois de Sioux Watershed District and Grant County SWCD in response to the June 26, 2020 Buffer Committee meeting. Grant SWCD would send letters 10 at a time, beginning in December or January, in order to respond to landowners individually. Committee members emphasized the Bois de Sioux Watershed's role in serving landowners to implement practices that reduce and/or prevent erosion into legal drainage systems. Wold voiced concerned that alternative practices are not being applied consistently across the watershed district, varying by or within counties, and that additional alternative practices are available to landowners beyond those approved locally (heard at a recent BWSR board meeting and

according to newly published BWSR fact sheets). Attorney Croaker advised that alternative practices recognized by the Bois de Sioux Watershed District should be formally adopted; Administrator Beyer and Attorney Croaker will work on assembling a list. Gillespie motioned, seconded by Vavra and carried unanimously, to recommend to the Bois de Sioux Watershed District Board the use of the joint letter. Committee members discussed who should sign the letter, and committee members supported the current version: reference and phone number for Administrator Beyer and signature by President Linda Vavra.

Buffer Fund: Guidance from the Department of Revenue and BWSR was presented regarding the use of Riparian Aid. The District receives approximately $54,000 every six months. There are many activities that the District completes each year to oversee the riparian protection and water quality practices required under statute – but these expenses aren't always specifically designated by the Committee or the Board to be funded by Riparian Aid. For example, the Wilkin County Side Inlet Culvert program was funded 50% by the Construction Fund and 50% by the Ditch Fund. Committee members recommended maintaining a $100,000 fund balance in case of future legal needs. Wold requested that staff identify potential activities with the Lake Traverse Water Quality Improvement Project could be qualify. Technician Fridgen requested that ditch maintenance activities – such as reseeding – be included. Information will be presented at the next Bois de Sioux Watershed District Board Meeting.

BWSR Fact Sheets: BWSR recently published a number of fact sheets; they were reviewed.

TRAVERSE COUNTY
COMPREHENSIVE LOCAL WATER PLAN
ENVIROMENTAL ACTIVITIES COUNCIL MEETING
October 21, 2019 MINUETS

CALL TO ORDER:

Sara Gronfeld called the meeting to order at 1:05 p.m. in the meeting room of the Traverse County USDA Service Center in Wheaton, MN.

APPROVE AGENDA:
A motion was made by Hoppe, second by Carol Johnson to approve the agenda as presented. The motion was approved unanimously.

ROLLCALL / INTRODUCTIONS:
Members present: Pete Waller, BWSR; Jamie Beyer, Bois de Sioux Watershed District Administrator; Bruce Johnson and Sara Gronfeld, Traverse SWCD staff; Chad Gillespie, Traverse County Highway Engineer; Carol Johnson and Gregory Hoppe, Traverse SWCD Supervisors; Julie Aadland, MN DNR.

APPROVE OCTOBER 2, 2018 MEETING MINUETS:
Minutes were sent out with agenda for review. A motion was made by Jamie Beyer, second by Gregory Hoppe to approve the October 2, 2018 minutes as presented. The motion was approved unanimously.

NEW BUSINESS:
Gronfeld delivered an explanation about the status of completion of the line waterway outlet projects. Several of the contracted projects were completed this summer in time for a bus tour of One Watershed One Plan committee participants. A few projects that slated for construction this fall will be delayed until the upcoming construction season due consistently wet weather conditions. Cost share will be paid from the soonest expiring grant funds and may require some contract revision with amendments by the SWCD. Upon payment of the cost share contracts for lined waterway outlets, fiscal year 2017 funding will be exhausted.

Gronfeld explained that the streambank stabilization project planned to be installed for the City of Browns Valley was cancelled. Bids were received and the city accepted the lowest bid. Staff expressed concerns about the deliverables and project expectations and after further conversation and consideration, the contractor withdrew his bid and based upon the other bids received, the city decided the project budget was too costly to proceed and cancelled the contract application. Gronfeld removed the project cost from the 2018 budget.

The committee discussed project ideas and budgets. Bruce Johnson asked Traverse County Highway Engineer Chad Gillespie about a repair project he designed for Dollymount Township and Randy Behrens. Gillespie said the he included project construction in a request for FEMA flood mitigation funding but he won't know if the project funding is approved for possibly another 12 months. Gronfeld left the meeting and returned momentarily with the printed project cost estimate.

The committee decided to allocate the remainder of FY2018 grant funds and a portion of FY2019 funds for the Dollymount Township/Randy Behrens erosion repair project in the amount of $14,535.00. If the project falls through, the committee suggested reallocation of funds to lined waterway outlet projects. The remained of the FY2019 budget ($9,121.00) was proposed to be allocated for lined waterway outlet projects.

Upon further discussion, Julie Aadland noted that the FY2020 budget did not include $4,000 for program administration and $300 for the area-wide youth education Envirothon event. The remaining funds will be left as undesignated and plans will be revisited in the spring of 2020.

A motion was made by Jamie Beyer, second by Carol Johnson to approve the proposed FY2018, 2019, and FY2020 budget as discussed. $4,000.00 will be set aside for administration, $3,000.00 for well sealing, and $300.00 for Envirothon events from FY2020 funds. The motion was approved unanimously.

OTHER BUSINESS:
There was no other business.

NEXT MEETING:
The next meeting will be scheduled as needed, likely around March 2020. Members will be notified of the date and time.

ADJOURN:
The meeting was adjourned at 2:00 p.m.