

**BOIS DE SIOUX WATERSHED DISTRICT
BOARD MEETING MINUTES
October 11, 2024**

**CALL TO ORDER
& PLEDGE OF
ALLEGIANCE**

The meeting was called to order by President Vavra at 8:16 a.m. Present in the District Office: Linda Vavra, Scott Gillespie, John Kapphahn, Steven Schmidt, and Allen Wold. Also present: Engineer Technician Troy Fridgen, Administrator Jamie Beyer. Present remotely: District Engineer James Guler, Engineer Chad Engels, and Attorney Lukas Croaker. Absent: Jason Beyer, Ben Brutlag, Doug Dahlen, and Jerome Deal.

**MUSTINKA
RIVER &
REDPATH
IMPOUNDMENT
CHANGE ORDER
NO. 2**

District Engineer James Guler described construction conditions. Excavation and embankment quantities are being verified on-site with surveys. Prior to excavation, the topsoil is stripped. There is less topsoil than was estimated using soil borings. The contractor then excavates material below the proposed finish grade, this allows room for the topsoil to be placed at the bottom of the newly excavated channel. Because there is additional embankment, the material is covering more ground than anticipated, as a result, the contractor has to move the newly excavated material further away. Representatives on behalf of the contractor and Moore Engineering staff have negotiated the terms of Change Order No. 2, which increases the contract price in order for the contractor to be compensated for permanently placing the additional excavated material and building additional embankment. As construction of the additional embankment is formed, however, there are some additional costs incurred for road gravel, interior impoundment drainage work, culverts, riprap, and seeding. The change order also allows a \$5 increase for the price of road aggregate. Upon motion by Gillespie, seconded by Kapphahn and carried unanimously, Change Order No. 2 in the amount of \$2,195,084.80 was approved.

**PAY
APPLICATION
NO. 5**

District Engineer James Guler presented the Mustinka River Rehabilitation and Redpath Flood Impoundment Pay Application No. 5. Upon motion by Gillespie, seconded by Wold and carried unanimously, Pay Application No. 5 in the amount of \$724,232.50 was approved.

Gillespie motioned, seconded by Schmidt, to close the meeting at 8:46 am pursuant to Minn. Stat. § 13D.05, subd. 3(b) – attorney-client privilege, to discuss the Notice of Appeal dated September 25, 2024 on behalf of James K. and Charlene R. Nelson regarding Grant County Ditch No. 21 Redetermination, Improvement, and Separable Maintenance.

Gillespie and Schmidt left the meeting. With loss of a quorum, the meeting was adjourned.

Linda Vavra, President

Date: _____, 2024

Jamie Beyer, Administrator

Date: _____, 2024

TREASURER'S REPORT

OCTOBER 2024

BANK ACCOUNT BALANCES FROM BANK STATEMENTS

| | |
|---------------------------------------|------------------------|
| Bank - Checking, No Interest | \$ 2,575,679.37 |
| GCD #21 Surety | \$ 60,084.87 |
| BdSWD No. 5 Surety | \$ 60,060.22 |
| Bank - Checking, Interest | \$ 3,232,509.35 |
| Bank - Checking, No Interest | 3,725.00 |
| Bank - Money Market, Interest | \$ 1,481,860.98 |
| Bank - CD's, Interest | \$ 514,480.14 |
| END OF MONTH AMOUNT IN BANK ACCOUNTS: | <u>\$ 7,928,399.93</u> |

ACCOUNTING FUND BALANCES FROM QUICKBOOKS

| | Beginning Balance from Quickbooks 12/31/2023 | 2024 YTD Revenue 10/31/2024 | 2024 YTD Expenses 10/31/2024 | Current Fund Balance 10/31/2024 | |
|---------------------|--|-----------------------------------|------------------------------------|---------------------------------------|--|
| Payroll Liabilities | 0.00 | 0.00 | (688.52) | (688.52) | |
| General Fund(*) | 423,702.48 | 136,107.79 | (353,905.42) | 205,904.85 | TROY |
| Ditch Fund | | | | | If nothing else was done this year... |
| Total BdSWD #3 | 88,485.30 | 0.00 | (1,805.00) | 86,680.30 | 86,680.30 |
| Total BdSWD #5 | 30,532.41 | 76.01 | (20,071.89) | 10,536.53 | 10,460.52 |
| Total GCD #3 | 12,769.00 | 16,032.78 | (76,010.72) | (47,208.94) | (33,241.72) |
| Total GCD #5 | 0.00 | 8,503.96 | (707.96) | 7,796.00 | (80,820.14) |
| Total GCD #6 | 0.00 | 4,163.63 | (2,307.29) | 1,856.34 | 1,856.34 |
| Total GCD #8 | 0.00 | 71,414.74 | (6,332.28) | 65,082.46 | 65,082.46 |
| Total GCD #9 | 0.00 | 47,243.76 | (3,717.78) | 43,525.98 | 43,525.98 |
| Total GCD #11 | 0.00 | 347.26 | (769.10) | (421.84) | (421.84) |
| Total GCD #15 | 0.00 | 14,646.36 | (1,128.99) | 13,517.37 | 13,517.37 |
| Total GCD #20 | (80,112.18) | 0.00 | 0.00 | (80,112.18) | (80,112.18) |
| Total GCD #21 | 0.00 | 76.04 | (51,906.30) | (51,830.26) | (51,830.26) |
| Total GCD #22 | 0.00 | 8,609.07 | (3,041.32) | 5,567.75 | 5,567.75 |
| Total GCD #29 | 0.00 | 22,877.88 | (3,675.04) | 19,202.84 | 19,202.84 |
| Total GCD #32 | 0.00 | 8,123.38 | (480.93) | 7,642.45 | 7,642.45 |
| Total GCD #33 | 0.00 | 18,039.60 | (1,546.59) | 16,493.01 | 16,493.01 |
| Total GC CONS JD #2 | 0.00 | 90,002.37 | (2,158.08) | 87,844.29 | 87,844.29 |
| Total JCD #2 | 120,121.66 | 9,425.00 | (2,818.35) | 126,728.31 | 117,303.31 |
| Total JCD #3 | 16,677.19 | 9,190.68 | (9,793.88) | 16,073.99 | 9,633.31 |
| Total JCD #4 | 2.25 | 0.00 | 0.00 | 2.25 | 2.25 |
| Total JCD #6 | 157,738.76 | 714.85 | (11,883.29) | 146,570.32 | 145,855.47 |
| Total JCD #7 | 20,399.44 | 1,921.07 | 0.00 | 22,320.51 | 23,699.44 |
| Total JCD #11 | 90,321.11 | 9,236.22 | (32,667.89) | 66,889.44 | 57,653.22 |
| Total JCD #12 | 21,587.97 | 46,624.47 | (89,241.64) | (21,029.20) | (52,653.67) |
| Total JCD #14 | 23,953.37 | 49,642.15 | (500.00) | 73,095.52 | 73,453.37 |
| Total TCD #1E | 13,415.05 | 6,656.47 | (277.50) | 19,794.02 | 17,537.55 |
| Total TCD #1W | 18,200.69 | 3,242.99 | 0.00 | 21,443.68 | 23,200.69 |
| Total TCD #2 | 33,224.13 | 3,933.02 | 0.00 | 37,157.15 | 38,224.13 |
| Total TCD #4 | 34,010.36 | 9,514.57 | 0.00 | 43,524.93 | 39,010.36 |
| Total TCD #7 | 16,519.95 | 2,798.94 | (465.00) | 18,853.89 | 20,454.95 |
| Total TCD #8 | 239.04 | 17,501.11 | 0.00 | 17,740.15 | 18,239.04 |
| Total TCD #9 | 720.51 | 12,312.25 | (4,793.90) | 8,238.86 | 10,426.61 |
| Total TCD #10 | 12,230.37 | 5,428.93 | (1,247.81) | 16,411.49 | 17,782.56 |
| Total TCD #11 | 40,362.80 | 6,720.66 | (2,863.28) | 44,220.18 | 42,499.52 |
| Total TCD #13 | 12,999.20 | 445.90 | (941.05) | 12,504.05 | 12,858.15 |
| Total TCD #15 | (9,581.52) | 5,916.73 | 0.00 | (3,664.79) | (5,581.52) |
| Total TCD #16 | 465.60 | 3,027.59 | 0.00 | 3,493.19 | 5,365.60 |
| Total TCD #17 | (41,785.82) | 4,674.85 | 0.00 | (37,110.97) | (33,535.82) |
| Total TCD #18 | 397.88 | 3,057.74 | (323.75) | 3,131.87 | 4,074.13 |
| Total TCD #19 | (12,568.61) | 2,495.50 | 0.00 | (10,073.11) | (9,168.61) |
| Total TCD #20 | (4,654.05) | 3,521.68 | 0.00 | (1,132.37) | 1,345.95 |
| Total TCD #22 | (14,712.28) | 12,539.33 | (500.00) | (2,672.95) | (10,212.28) |

| | | | | | |
|--------------------------|--------------|---------------|-----------------|--------------|--------------|
| Total TCD #23 | (71,178.44) | 15,512.69 | (272.50) | (55,938.25) | (61,200.94) |
| Total TCD #24 | (4,321.30) | 8,512.92 | 0.00 | 4,191.62 | 2,178.70 |
| Total TCD #26 | 13,327.90 | 1,653.21 | (1,906.08) | 13,075.03 | 13,821.82 |
| Total TCD #27 | 3,514.90 | 15,428.06 | (16,188.93) | 2,754.03 | 25.97 |
| Total TCD #28 | (9,322.43) | 7,284.13 | (3,225.78) | (5,264.08) | (548.21) |
| Total TCD #29 | 13,343.40 | 6,002.42 | (19,170.00) | 175.82 | (1,826.60) |
| Total TCD #30 | 8,273.35 | 7,262.23 | 0.00 | 15,535.58 | 17,273.35 |
| Total TCD #31 | 10,176.25 | 9,843.25 | (1,548.57) | 18,470.93 | 13,427.68 |
| Total TCD #32 | 2,390.79 | 3,458.26 | (1,774.32) | 4,074.73 | 3,616.47 |
| Total TCD #33 | 16,497.54 | 820.11 | (1,157.44) | 16,160.21 | 16,740.10 |
| Total TCD #35 | (35,741.74) | 54,698.55 | (1,565.15) | 17,391.66 | (34,806.89) |
| Total TCD #36 | 17,431.88 | 10,241.78 | (43,572.36) | (15,898.70) | (14,140.48) |
| Total TCD #37 | (318,739.37) | 25,618.21 | (3,052.29) | (296,173.45) | (281,411.66) |
| Total TCD #38 | 10,355.62 | 2,847.94 | (1,032.38) | 12,171.18 | 13,323.24 |
| Total TCD #39 | 887.24 | 2,051.52 | 0.00 | 2,938.76 | 4,887.24 |
| Total TCD #40 | 14,502.23 | 3,187.34 | 0.00 | 17,689.57 | 19,402.23 |
| Total TCD #41 | (23,937.02) | 11,766.26 | (3,050.00) | (15,220.76) | (10,987.02) |
| Total TCD #42 | 16,964.29 | 6,005.01 | (11,130.00) | 11,839.30 | 11,334.29 |
| Total TCD #43 | 13,973.79 | 7,173.38 | (9,765.04) | 11,382.13 | 7,008.75 |
| Total TCD #44 | 5,192.87 | 6,759.50 | (7,384.83) | 4,567.54 | 3,508.04 |
| Total TCD #46 | 16,784.57 | 1,460.36 | 0.00 | 18,244.93 | 18,884.57 |
| Total TCD #48 | (5,135.19) | 1,815.42 | 0.00 | (3,319.77) | (1,735.19) |
| Total TCD #50 | 3,322.79 | 307.61 | 0.00 | 3,630.40 | 3,822.79 |
| Total TCD #51 | 12,883.97 | 8,851.88 | (2,443.75) | 19,292.10 | 16,240.22 |
| Total TCD #52 | 27,583.42 | 8,496.22 | (7,833.52) | 28,246.12 | 32,449.90 |
| Total TCD #53 | 56,935.06 | 2,333.09 | (2,660.79) | 56,607.36 | 56,274.27 |
| Total TCD #55 | 7,565.04 | 1,090.05 | 0.00 | 8,655.09 | 9,065.04 |
| Total WCD #Sub-1 | 331,092.61 | 637,300.05 | (822,391.87) | 146,000.79 | |
| Total WCD #8 | 119,293.16 | 6,391.50 | (107.50) | 125,577.16 | 119,185.66 |
| Total WCD #9 | 285,637.79 | 26,768.67 | (2,437.50) | 309,968.96 | 283,200.29 |
| Total WCD #18 | 28,693.93 | 5,871.20 | (18,499.33) | 16,065.80 | 18,194.60 |
| Total WCD #20 | 41,940.30 | 12,413.58 | 0.00 | 54,353.88 | 57,790.30 |
| Total WCD #25 | 40,048.65 | 3,088.53 | (146.50) | 42,990.68 | 44,802.15 |
| Total WCD #35 | (11,692.04) | 5,042.17 | 0.00 | (6,649.87) | (4,692.04) |
| Total WCD #39 | 18,719.84 | 3,215.48 | (3,566.25) | 18,369.07 | 20,153.59 |
| Total Ditch Fund - Other | 0.00 | 0.00 | (2,207.50) | (2,207.50) | (2,207.50) |
| Total Ditch Fund | 1,259,225.23 | 1,471,272.12 | (1,322,066.79) | 1,408,430.56 | |
| <hr/> | | | | | |
| Construction Fund(*) | 6,911,097.44 | 11,085,286.92 | (11,738,220.17) | 6,258,164.19 | |
| <hr/> | | | | | |
| RRWMB Fund | 0.00 | 542,917.75 | (509,653.75) | 33,264.00 | |
| <hr/> | | | | | |
| TOTAL Funds | 8,594,025.15 | 13,235,584.58 | (13,924,534.65) | 7,905,075.08 | |

RECONCILE BANK STATEMENTS TO QUICKBOOKS

| | |
|---|--------------|
| Bank Statement Total From Top: | 7,928,399.93 |
| Enter Quickbooks Bank Account Balance Total Assets: | 7,905,075.08 |
| + Enter Uncleared Transactions Bank of the West: | 4,238.44 |
| + Enter Uncleared Transactions Star Bank: | 67,680.65 |
| + Enter Star Bank checks written 10/27/24 - 10/31/24 | |
| - Enter Star Bank Deposits received 10/27/24 - 10/31/24 | (48,594.24) |
| Quickbooks Total: | 7,928,399.93 |

| | |
|--|--------------|
| Enter Quickbooks Total from Fund Balances Income/Expense Report: | 7,905,763.60 |
| Enter Quickbooks Total from Balance Sheet Current Liabilities: | (688.52) |
| Total: | 7,905,075.08 |
| Enter Quickbooks Total Assets from Bank Balances Report: | 7,905,075.08 |

**RESOLUTION OF
THE BOIS DE SIOUX WATERSHED DISTRICT
275.065 (1)(a)SPECIAL DISTRICT: LAKE TRAVERSE WATER MANAGEMENT DISTRICT**

BE IT RESOLVED by the Board of Managers, Bois de Sioux Watershed District:

WHEREAS, the Lake Traverse Water Quality Management District was established March 25, 2021 pursuant to the authority granted to the Bois de Sioux Watershed District under Minnesota Statute 103D.729; and

WHEREAS, the use of the funds collected from charges within Lake Traverse Water Management District will support construction, implementation, operation, and maintenance of the Lake Traverse Water Quality Improvement Project No. 1 (the "Project"), first established June 18, 2021; and

WHEREAS, a public hearing was held September 16, 2021 to close Phase 1 of the Project; and

WHEREAS, a public hearing was held September 15, 2023 to close Phase 2 of the Project. The contract was accepted as complete; retainage was ordered for release to the contractor; District staff were ordered to work with Traverse County to pay for any remaining portion of the Project and future maintenance of the Project; and

WHEREAS, a public hearing was held July 18, 2024 to close Phase 3 of the project. The contract was accepted as complete; retainage was ordered for release to the contractor; District staff were ordered to work with Traverse County staff to implement the Lake Traverse Water Management District; and

WHEREAS, on September 19, 2024, final engineering and legal bills were received for all phases; final District cost-share amounts were calculated and applied; Phase 1 – 3 fund balances were combined; and

WHEREAS, on November 26, 2024, a public hearing was held to review proposed assessments for the Lake Traverse Water Management District by parcel for construction of the Project (financed by an AgBMP Loan through Traverse County and Traverse Soil and Water Conservation District) and proposed assessments for maintenance and repair.

NOW, THEREFORE, BE IT RESOLVED by the Board of Managers, Bois de Sioux Watershed District:

1. That the Boise de Sioux Watershed District does hereby levy assessments in the total amount of \$343,193.00, to be assessed against the contributing properties within the said water management district for construction of the Project. This amount may be paid in full, or after January 31, 2025 will be amortized over a 10-year term at 1% interest.
2. The the Bois de Sioux Watershed District does hereby levy assessments in the total amount of \$7,500.00, to be assessed against the contributing properties within the said water management district for repair and maintenance of the Project. This assessment shall be payable in 2025 and shall not be apportioned over more than one year.

Dated this _____ day of _____, _____.

BOIS DE SIOUX WATERSHED DISTRICT

By: _____

Linda Vavra
President

Motion: _____

Second: _____

For: _____

Against: _____

DRAFT - SUBJECT TO CHANGE BASED ON OUTCOME OF 11/26/24 PUBLIC HEARING

| | | | PROJECT COST LUMP SUM OR ANNUAL ASSESSMENT | | |
|------------|-----------|---|---|---|--|
| Parcel | S-T-R | LANDOWNER | COLUMN A1 Lump Sum No Interest | COLUMN A2 Annual Assessment 10 Year Term 1% Interest | COLUMN B 2025 Maintenance & Repair Assessment Due with Property Tax |
| | | | Paid Before 01/31/25 | Due with Property Tax | |
| 15-0107000 | 26 126 48 | 1946 LEGACY FARMS LLP | \$ 155.46 | \$ 17.10 | \$ 3.40 |
| 09-0064000 | 15 125 47 | 1946 LEGACY FARMS LLP | \$ 1,555.22 | \$ 171.08 | \$ 33.99 |
| 09-0074000 | 17 125 47 | 1946 LEGACY FARMS LLP | \$ 4,158.12 | \$ 457.40 | \$ 90.86 |
| 09-0067000 | 15 125 47 | BENJAMIN ANDERSON | \$ 210.78 | \$ 23.20 | \$ 4.61 |
| 01-0089000 | 23 125 48 | KRISTOPHER ANDERSON | \$ 23.11 | \$ 2.54 | \$ 0.50 |
| 15-0015000 | 13 126 48 | THERESA ANDERSON | \$ 1,615.56 | \$ 177.72 | \$ 35.30 |
| 09-0075000 | 17 125 47 | WAYNE A ANDERSON | \$ 4,059.68 | \$ 446.58 | \$ 88.71 |
| 01-0089001 | 23 125 48 | BENJAMIN L & TRISHA ANDERSON | \$ 329.93 | \$ 36.30 | \$ 7.21 |
| 01-0059000 | 14 125 48 | BENJAMIN L & TRISHA ANDERSON | \$ 348.39 | \$ 38.32 | \$ 7.61 |
| 09-0070000 | 16 125 47 | BENJAMIN L & TRISHA ANDERSON | \$ 2,032.45 | \$ 223.58 | \$ 44.41 |
| 09-0031000 | 08 125 47 | MAYNARD & ELIZABETH ARNDT | \$ 258.61 | \$ 28.46 | \$ 5.65 |
| 01-0062000 | 15 125 48 | GAYLE BALLHAGEN | \$ 64.75 | \$ 7.14 | \$ 1.41 |
| 01-0062001 | 15 125 48 | JUSTIN BALLHAGEN | \$ 0.58 | \$ 0.08 | \$ 0.01 |
| 01-0006000 | 02 125 48 | JUSTIN BALLHAGEN | \$ 291.55 | \$ 32.08 | \$ 6.37 |
| 15-0105001 | 26 126 48 | KEVIN D BALLHAGEN | \$ 100.23 | \$ 11.02 | \$ 2.19 |
| 15-0185001 | 35 126 48 | DALLAS BERNEKING C/O DENNIS & DIANE BERNEKING | \$ 339.80 | \$ 37.38 | \$ 7.43 |
| 15-0100000 | 25 126 48 | KYLE & SHELLY CARPENTERTRUSTEES | \$ 4,133.02 | \$ 454.64 | \$ 90.32 |
| 14-0132000 | 29 126 47 | CONROY FARMS INC | \$ 2,068.76 | \$ 227.58 | \$ 45.21 |
| 01-0056000 | 13 125 48 | CHRISTOPHER J DAVIDSON | \$ 17.40 | \$ 1.92 | \$ 0.38 |
| 01-0056001 | 13 125 48 | CHRISTOPHER J DAVIDSON | \$ 321.09 | \$ 35.32 | \$ 7.02 |
| 01-0054000 | 13 125 48 | DOREEN DOSCHADIS ET AL | \$ 345.13 | \$ 37.96 | \$ 7.54 |
| 01-0057000 | 14 125 48 | DOREEN DOSCHADIS ET AL | \$ 374.15 | \$ 41.16 | \$ 8.18 |
| 01-0097000 | 24 125 48 | RILEY & GINA DOSCHADIS | \$ 18.64 | \$ 2.06 | \$ 0.41 |
| 01-0095000 | 24 125 48 | RILEY & GINA DOSCHADIS | \$ 51.75 | \$ 5.70 | \$ 1.13 |
| 01-0098002 | 24 125 48 | RILEY & GINA DOSCHADIS | \$ 54.05 | \$ 5.96 | \$ 1.18 |
| 01-0098000 | 24 125 48 | RILEY & GINA DOSCHADIS | \$ 148.10 | \$ 16.30 | \$ 3.24 |
| 01-0044000 | 11 125 48 | JOLENE FERGUSON & D BAKER C/O DARREL J. HOLTZ | \$ 331.92 | \$ 36.52 | \$ 7.25 |
| 01-0047000 | 11 125 48 | CAROL FINDLAY | \$ 115.60 | \$ 12.72 | \$ 2.53 |
| 01-0100000 | 25 125 48 | MARK FINDLAY | \$ 0.58 | \$ 0.08 | \$ 0.01 |
| 09-0019000 | 05 125 47 | NICHOLAS FINDLAY | \$ 4,287.69 | \$ 471.66 | \$ 93.70 |
| 01-0095001 | 24 125 48 | NICHOLAS & SHANTELE FINDLAY | \$ 153.22 | \$ 16.86 | \$ 3.35 |
| 01-0051000 | 12 125 48 | NICHOLAS & SHANTELE FINDLAY | \$ 495.29 | \$ 54.48 | \$ 10.82 |
| 14-0096000 | 20 126 47 | BEVERLY GALLUP | \$ 2,400.89 | \$ 264.10 | \$ 52.47 |
| 01-0063000 | 15 125 48 | DARIN W & DAWN M GIBSON | \$ 1.79 | \$ 0.20 | \$ 0.04 |
| 15-0104000 | 25 126 48 | HENRY F KLANCKE | \$ 3,452.98 | \$ 379.84 | \$ 75.46 |
| 01-0001002 | 01 125 48 | RAE H HAMNER & MARCIA R HAMNER | \$ 103.50 | \$ 11.40 | \$ 2.26 |
| 01-0001001 | 01 125 48 | RAE H HAMNER & MARCIA R HAMNER | \$ 628.39 | \$ 69.12 | \$ 13.73 |
| 09-0096001 | 21 125 47 | RAE H HAMNER & MARCIA R HAMNER | \$ 2,101.67 | \$ 231.20 | \$ 45.93 |
| 09-0068000 | 16 125 47 | RAE H HAMNER & MARCIA R HAMNER | \$ 3,943.46 | \$ 433.78 | \$ 86.17 |
| 09-0076000 | 17 125 47 | RAE H HAMNER & MARCIA R HAMNER | \$ 4,202.79 | \$ 462.32 | \$ 91.84 |
| 09-0022000 | 06 125 47 | HERRMANN FARMS LLC | \$ 4,332.66 | \$ 476.60 | \$ 94.68 |
| 14-0148000 | 31 126 47 | LORRELL F HOLTZ-OXLEY & CLARINE K HOLTZ | \$ 2,035.07 | \$ 223.86 | \$ 44.47 |
| 14-0147000 | 31 126 47 | LORRELL F HOLTZ-OXLEY & CLARINE K HOLTZ | \$ 4,219.57 | \$ 464.16 | \$ 92.21 |
| 14-0090000 | 19 126 47 | DEAN D & LEILA I HORMANN | \$ 3,556.17 | \$ 391.18 | \$ 77.71 |
| 14-0092000 | 19 126 47 | DEAN D & LEILA I HORMANN | \$ 4,337.10 | \$ 477.08 | \$ 94.78 |
| 14-0133000 | 29 126 47 | MATTHEW D HORMANN | \$ 87.34 | \$ 9.60 | \$ 1.91 |
| 14-0155000 | 33 126 47 | MATTHEW D HORMANN | \$ 727.97 | \$ 80.08 | \$ 15.91 |
| 15-0109000 | 26 126 48 | K & S FARMS OF ALBERTA, LLC | \$ 312.77 | \$ 34.42 | \$ 6.83 |
| 15-0184000 | 35 126 48 | DARELD KLEMM | \$ 314.49 | \$ 34.60 | \$ 6.87 |
| 15-0184001 | 35 126 48 | KELLY J. & ERIN M. KLEMM | \$ 17.54 | \$ 1.94 | \$ 0.38 |
| 09-0036000 | 09 125 47 | KATHI KREMER | \$ 4,036.16 | \$ 443.98 | \$ 88.20 |
| 01-0007000 | 02 125 48 | CARRIE JOYCE KRUGER | \$ 328.76 | \$ 36.18 | \$ 7.18 |
| 01-0004000 | 01 125 48 | CARRIE JOYCE KRUGER | \$ 336.77 | \$ 37.06 | \$ 7.36 |
| 09-0027000 | 07 125 47 | CARRIE JOYCE KRUGER | \$ 4,352.40 | \$ 478.76 | \$ 95.11 |
| 14-0139001 | 30 126 47 | DAVID P LANDE | \$ 2,242.24 | \$ 246.64 | \$ 49.00 |
| 09-0020000 | 05 125 47 | LANDE'S HIGH PRAIRIE FARM | \$ 4,041.04 | \$ 444.52 | \$ 88.31 |
| 09-0021000 | 05 125 47 | LANDE'S HIGH PRAIRIE FARM | \$ 4,186.63 | \$ 460.54 | \$ 91.49 |
| 15-0097000 | 24 126 48 | JUDITH G. LEININGER | \$ 3,126.66 | \$ 343.94 | \$ 68.32 |
| 09-0016000 | 04 125 47 | LUNDQUIST FAMILY, LLP | \$ 33.49 | \$ 3.68 | \$ 0.73 |
| 09-0017000 | 04 125 47 | LUNDQUIST FAMILY, LLP | \$ 3,160.50 | \$ 347.66 | \$ 69.06 |
| 09-0031001 | 08 125 47 | LUNDQUIST FAMILY, LLP | \$ 3,842.88 | \$ 422.72 | \$ 83.98 |
| 14-0154000 | 33 126 47 | LUNDQUIST FAMILY FARM PARTNERSHIP C/O RHONDA HOLT | \$ 3,250.73 | \$ 357.58 | \$ 71.04 |
| 09-0018001 | 05 125 47 | LUNDQUIST FAMILY FARM PARTNERSHIP C/O RHONDA HOLT | \$ 3,752.72 | \$ 412.80 | \$ 82.01 |
| 14-0156000 | 33 126 47 | LUNDQUIST FAMILY FARM PARTNERSHIP C/O RHONDA HOLT | \$ 3,906.87 | \$ 429.76 | \$ 85.37 |
| 14-0151000 | 32 126 47 | LUNDQUIST FAMILY FARM PARTNERSHIP C/O RHONDA HOLT | \$ 3,916.81 | \$ 430.86 | \$ 85.59 |
| 09-0014000 | 04 125 47 | LUNDQUIST FARM FAMILY LLLP C/O JULIEANN FROEMKE | \$ 3,519.28 | \$ 387.12 | \$ 76.90 |
| 14-0150001 | 32 126 47 | CURTIS & BERNETA LUNDQUIST | \$ 2,059.79 | \$ 226.58 | \$ 45.01 |
| 14-0152000 | 32 126 47 | CURTIS & BERNETA LUNDQUIST | \$ 4,217.54 | \$ 463.94 | \$ 92.16 |
| 09-0042000 | 10 125 47 | DANIEL LUNDQUIST | \$ 1,617.21 | \$ 177.90 | \$ 35.34 |
| 09-0040000 | 09 125 47 | DANIEL LUNDQUIST | \$ 4,094.41 | \$ 450.38 | \$ 89.47 |

DRAFT - SUBJECT TO CHANGE BASED ON OUTCOME OF 11/26/24 PUBLIC HEARING

| | | | PROJECT COST LUMP SUM OR ANNUAL ASSESSMENT | | |
|------------|-----------|--|--|--|--|
| | | | COLUMN A1 Lump Sum No Interest Paid Before 01/31/25 | COLUMN A2 Annual Assessment 10 Year Term 1% Interest Due with Property Tax | COLUMN B 2025 Maintenance & Repair Assessment Due with Property Tax |
| Parcel | S-T-R | LANDOWNER | | | |
| 14-0146000 | 31 126 47 | LANCE A LUNDQUIST | \$ 4,501.05 | \$ 495.12 | \$ 98.36 |
| 14-0142000 | 30 126 47 | DJ MARIHART PROPERTIES, LLP C/O DALE & JOANNE MARIHART | \$ 511.65 | \$ 56.30 | \$ 11.18 |
| 15-0102000 | 25 126 48 | DJ MARIHART PROPERTIES, LLP C/O DALE & JOANNE MARIHART | \$ 4,133.43 | \$ 454.68 | \$ 90.33 |
| 14-0144000 | 30 126 47 | DJ MARIHART PROPERTIES, LLP C/O DALE & JOANNE MARIHART | \$ 4,488.60 | \$ 493.76 | \$ 98.09 |
| 09-0038000 | 09 125 47 | KATHRYN MORRILL C/O LOIS LINDER | \$ 945.87 | \$ 104.06 | \$ 20.67 |
| 09-0045000 | 10 125 47 | KATHRYN MORRILL C/O LOIS LINDER | \$ 1,561.68 | \$ 171.80 | \$ 34.13 |
| 09-0085000 | 19 125 47 | GERALD & JULIE MURPHY | \$ 2,389.92 | \$ 262.90 | \$ 52.23 |
| 01-0096003 | 24 125 48 | JASON & SAVANNAH MURPHY & RYAN & LAURA MURPHY | \$ 66.78 | \$ 7.36 | \$ 1.46 |
| 09-0097002 | 21 125 47 | JOSEPH E MURPHY | \$ 328.52 | \$ 36.14 | \$ 7.18 |
| 09-0097000 | 21 125 47 | JOSEPH E MURPHY | \$ 2,566.46 | \$ 282.32 | \$ 56.08 |
| 09-0098000 | 21 125 47 | JOSEPH E MURPHY | \$ 3,571.47 | \$ 392.86 | \$ 78.04 |
| 09-0090002 | 20 125 47 | JOSEPH E & KATHRINE MURPHY | \$ 66.60 | \$ 7.34 | \$ 1.46 |
| 09-0091001 | 20 125 47 | JOSEPH E & KATHRINE MURPHY | \$ 364.07 | \$ 40.06 | \$ 7.96 |
| 09-0091002 | 20 125 47 | JOSEPH E & KATHRINE MURPHY | \$ 803.00 | \$ 88.34 | \$ 17.55 |
| 09-0081000 | 18 125 47 | JOSEPH E & KATHRINE MURPHY | \$ 951.20 | \$ 104.64 | \$ 20.79 |
| 09-0090001 | 20 125 47 | JOSEPH E & KATHRINE MURPHY | \$ 953.30 | \$ 104.86 | \$ 20.83 |
| 09-0082000 | 18 125 47 | JOSEPH E & KATHRINE MURPHY | \$ 992.33 | \$ 109.16 | \$ 21.68 |
| 09-0090000 | 20 125 47 | JOSEPH E & KATHRINE MURPHY | \$ 1,472.31 | \$ 161.96 | \$ 32.17 |
| 09-0091000 | 20 125 47 | JOSEPH E & KATHRINE MURPHY | \$ 1,997.41 | \$ 219.72 | \$ 43.65 |
| 09-0102000 | 22 125 47 | PATRICK & MARILYN MURPHY | \$ 176.05 | \$ 19.38 | \$ 3.85 |
| 09-0102002 | 22 125 47 | PATRICK & MARILYN MURPHY | \$ 2,507.80 | \$ 275.86 | \$ 54.80 |
| 09-0095000 | 21 125 47 | PATRICK & MARILYN MURPHY | \$ 3,927.57 | \$ 432.04 | \$ 85.83 |
| 09-0064003 | 15 125 47 | PATRICK V MURPHY | \$ 1,450.62 | \$ 159.58 | \$ 31.70 |
| 15-0105000 | 26 126 48 | WILLIAM L. NIGG | \$ 242.90 | \$ 26.72 | \$ 5.31 |
| 15-0111000 | 27 126 48 | JEFF ORTLEY | \$ 1.68 | \$ 0.20 | \$ 0.04 |
| 15-0019000 | 14 126 48 | JEFF ORTLEY | \$ 65.19 | \$ 7.18 | \$ 1.42 |
| 15-0112000 | 27 126 48 | JEFF ORTLEY | \$ 163.64 | \$ 18.00 | \$ 3.58 |
| 15-0092000 | 23 126 48 | JEFF ORTLEY | \$ 164.05 | \$ 18.06 | \$ 3.58 |
| 15-0110000 | 27 126 48 | JEFF ORTLEY | \$ 230.28 | \$ 25.34 | \$ 5.03 |
| 15-0186000 | 35 126 48 | JIM PAHL | \$ 329.89 | \$ 36.30 | \$ 7.21 |
| 09-0039000 | 09 125 47 | JIM PAHL | \$ 971.46 | \$ 106.86 | \$ 21.23 |
| 09-0069000 | 16 125 47 | JIM PAHL | \$ 2,005.22 | \$ 220.58 | \$ 43.82 |
| 09-0034000 | 08 125 47 | JIM PAHL | \$ 3,861.00 | \$ 424.72 | \$ 84.37 |
| 09-0026000 | 07 125 47 | JIM PAHL | \$ 3,933.28 | \$ 432.66 | \$ 85.95 |
| 09-0033000 | 08 125 47 | JIM PAHL | \$ 4,058.51 | \$ 446.44 | \$ 88.69 |
| 09-0094000 | 21 125 47 | MARCIE PEARSON | \$ 221.20 | \$ 24.34 | \$ 4.83 |
| 14-0138000 | 30 126 47 | MICHAEL PEYTON ET AL | \$ 3,957.11 | \$ 435.28 | \$ 86.47 |
| 14-0140000 | 30 126 47 | PATRICK PEYTON ET AL | \$ 396.50 | \$ 43.62 | \$ 8.66 |
| 01-0064001 | 15 125 48 | PHEASANTS FOREVER, INC | \$ 8.11 | \$ 0.90 | \$ 0.18 |
| 01-0064000 | 15 125 48 | PHEASANTS FOREVER, INC | \$ 111.24 | \$ 12.24 | \$ 2.43 |
| 09-0018000 | 05 125 47 | RAS FARMS INC | \$ 342.86 | \$ 37.72 | \$ 7.49 |
| 15-0108000 | 26 126 48 | GERALD L & DIANNE REINART | \$ 69.49 | \$ 7.64 | \$ 1.52 |
| 14-0131001 | 28 126 47 | ROGER SCHMIDT & JANA LOAR ETAL | \$ 1,816.55 | \$ 199.84 | \$ 39.70 |
| 14-0131000 | 28 126 47 | ROGER SCHMIDT & JANA LOAR ETAL | \$ 1,938.17 | \$ 213.20 | \$ 42.35 |
| 14-0135000 | 29 126 47 | STEVEN SCHMIDT | \$ 2,043.97 | \$ 224.84 | \$ 44.67 |
| 14-0136000 | 29 126 47 | STEVEN SCHMIDT | \$ 2,267.41 | \$ 249.42 | \$ 49.55 |
| 14-0137000 | 29 126 47 | STEVEN SCHMIDT | \$ 3,999.61 | \$ 439.96 | \$ 87.40 |
| 15-0013001 | 13 126 48 | FRANCIS SCHMITZ | \$ 88.54 | \$ 9.74 | \$ 1.93 |
| 15-0096000 | 24 126 48 | FRANCIS SCHMITZ | \$ 3,729.44 | \$ 410.24 | \$ 81.50 |
| 15-0018002 | 14 126 48 | LAINE R & GINGER L SCHMITZ | \$ 28.47 | \$ 3.14 | \$ 0.62 |
| 15-0094000 | 23 126 48 | LAINE R & GINGER L SCHMITZ | \$ 925.41 | \$ 101.80 | \$ 20.22 |
| 15-0181000 | 34 126 48 | LAINE SCHMITZ | \$ 14.17 | \$ 1.56 | \$ 0.31 |
| 15-0181002 | 34 126 48 | LAINE SCHMITZ | \$ 24.62 | \$ 2.72 | \$ 0.54 |
| 15-0092001 | 23 126 48 | LAINE SCHMITZ | \$ 43.84 | \$ 4.82 | \$ 0.96 |
| 15-0093000 | 23 126 48 | LAINE SCHMITZ | \$ 2,319.40 | \$ 255.14 | \$ 50.68 |
| 15-0013000 | 13 126 48 | MICHAEL SCHMITZ | \$ 875.83 | \$ 96.46 | \$ 19.16 |
| 15-0098000 | 24 126 48 | MICHAEL SCHMITZ | \$ 1,043.56 | \$ 114.80 | \$ 22.80 |
| 15-0092002 | 23 126 48 | ROBERT L & LAINE R SCHMITZ | \$ 590.57 | \$ 64.98 | \$ 12.91 |
| 15-0178000 | 34 126 48 | ROBERT SCHMITZ | \$ 23.21 | \$ 2.56 | \$ 0.51 |
| 15-0017000 | 14 126 48 | ROBERT SCHMITZ | \$ 64.16 | \$ 7.06 | \$ 1.40 |
| 09-0032000 | 08 125 47 | ROBERT SCHMITZ | \$ 173.92 | \$ 19.14 | \$ 3.80 |
| 15-0091000 | 23 126 48 | ROBERT SCHMITZ | \$ 394.92 | \$ 43.44 | \$ 8.63 |
| 15-0090000 | 23 126 48 | ROBERT SCHMITZ | \$ 421.46 | \$ 46.36 | \$ 9.21 |
| 15-0101000 | 25 126 48 | ROBERT SCHMITZ | \$ 3,757.91 | \$ 413.38 | \$ 82.12 |
| 15-0099000 | 24 126 48 | ROBERT SCHMITZ | \$ 4,046.34 | \$ 445.10 | \$ 88.42 |
| 09-0032002 | 08 125 47 | ROBERT, LOIS & LAINE SCHMITZ | \$ 1,792.44 | \$ 197.16 | \$ 39.17 |
| 15-0018000 | 14 126 48 | ROBERT L & LOIS E SCHMITZ | \$ 61.89 | \$ 6.82 | \$ 1.35 |
| 09-0032001 | 08 125 47 | ROBERT L & LOIS E SCHMITZ | \$ 2,187.81 | \$ 240.66 | \$ 47.81 |
| 14-0141000 | 30 126 47 | ROBERT L & LOIS E SCHMITZ | \$ 3,167.27 | \$ 348.40 | \$ 69.21 |
| 01-0090001 | 23 125 48 | JOHN SEROCKI | \$ 5.85 | \$ 0.66 | \$ 0.13 |

DRAFT - SUBJECT TO CHANGE BASED ON OUTCOME OF 11/26/24 PUBLIC HEARING

| | | | PROJECT COST LUMP SUM OR ANNUAL ASSESSMENT | | |
|------------|-----------|---|---|---|--|
| Parcel | S-T-R | LANDOWNER | COLUMN A1 Lump Sum No Interest | COLUMN A2 Annual Assessment 10 Year Term 1% Interest | COLUMN B 2025 Maintenance & Repair Assessment Due with Property Tax |
| | | | Paid Before 01/31/25 | Due with Property Tax | Due with Property Tax |
| 01-0048000 | 11 125 48 | JOHN SEROCKI | \$ 6.05 | \$ 0.68 | \$ 0.13 |
| 09-0045001 | 10 125 47 | SILOAH CHURCH CEMETERY, INC | \$ 30.19 | \$ 3.32 | \$ 0.66 |
| 01-0091000 | 23 125 48 | MARK H STRONG | \$ 95.87 | \$ 10.56 | \$ 2.09 |
| 09-0028000 | 07 125 47 | MARK H STRONG | \$ 3,844.87 | \$ 422.94 | \$ 84.02 |
| 14-0129000 | 28 126 47 | MARK A STUEVE | \$ 17.64 | \$ 1.94 | \$ 0.39 |
| 01-0053000 | 13 125 48 | MARY JO STUEVE | \$ 618.80 | \$ 68.08 | \$ 13.52 |
| 09-0045003 | 10 125 47 | PAMELA SVENDSGAARD | \$ 1,895.39 | \$ 208.50 | \$ 41.42 |
| 15-0106000 | 26 126 48 | DENNIS R & JENNIFER C SYKORA | \$ 129.19 | \$ 14.22 | \$ 2.82 |
| 15-0095000 | 23 126 48 | DENNIS R & JENNIFER C SYKORA | \$ 267.69 | \$ 29.46 | \$ 5.85 |
| 09-0029000 | 07 125 47 | GREG S & MARY D SYKORA | \$ 201.05 | \$ 22.12 | \$ 4.39 |
| 01-0049000 | 12 125 48 | SUE ANDERSON SYKORA | \$ 3,898.55 | \$ 428.86 | \$ 85.19 |
| 14-0094001 | 20 126 47 | CURTIS RODNEY THIEL | \$ 110.17 | \$ 12.12 | \$ 2.41 |
| 09-0037001 | 09 125 47 | TRAVERSE COUNTY | \$ 53.81 | \$ 5.92 | \$ 1.18 |
| 09-0067001 | 15 125 47 | TRAVERSE COUNTY | \$ 111.10 | \$ 12.22 | \$ 2.43 |
| 09-0029001 | 07 125 47 | TRAVERSE COUNTY | \$ 55.02 | \$ 6.06 | \$ 1.20 |
| 09-0030001 | 07 125 47 | TRAVERSE COUNTY | \$ 64.75 | \$ 7.14 | \$ 1.41 |
| 09-0042001 | 10 125 47 | TRAVERSE COUNTY | \$ 77.06 | \$ 8.48 | \$ 1.68 |
| 09-0097001 | 21 125 47 | TRAVERSE COUNTY | \$ 95.45 | \$ 10.50 | \$ 2.09 |
| 09-0102001 | 22 125 47 | TRAVERSE COUNTY | \$ 97.41 | \$ 10.72 | \$ 2.13 |
| 09-0034001 | 08 125 47 | TRAVERSE COUNTY | \$ 102.54 | \$ 11.28 | \$ 2.24 |
| 09-0035001 | 09 125 47 | TRAVERSE COUNTY | \$ 102.61 | \$ 11.30 | \$ 2.24 |
| 09-0028001 | 07 125 47 | TRAVERSE COUNTY | \$ 107.04 | \$ 11.78 | \$ 2.34 |
| 09-0079001 | 18 125 47 | TRAVERSE COUNTY | \$ 107.66 | \$ 11.86 | \$ 2.35 |
| 09-0075001 | 17 125 47 | TRAVERSE COUNTY | \$ 108.11 | \$ 11.90 | \$ 2.36 |
| 09-0074001 | 17 125 47 | TRAVERSE COUNTY | \$ 110.07 | \$ 12.12 | \$ 2.41 |
| 09-0070001 | 16 125 47 | TRAVERSE COUNTY | \$ 110.41 | \$ 12.14 | \$ 2.41 |
| 09-0100001 | 22 125 47 | TRAVERSE COUNTY | \$ 110.48 | \$ 12.16 | \$ 2.41 |
| 09-0033001 | 08 125 47 | TRAVERSE COUNTY | \$ 110.62 | \$ 12.18 | \$ 2.42 |
| 09-0071001 | 16 125 47 | TRAVERSE COUNTY | \$ 111.00 | \$ 12.22 | \$ 2.43 |
| 09-0040001 | 09 125 47 | TRAVERSE COUNTY | \$ 113.51 | \$ 12.50 | \$ 2.48 |
| 09-0094001 | 21 125 47 | TRAVERSE COUNTY | \$ 113.68 | \$ 12.52 | \$ 2.48 |
| 09-0080001 | 18 125 47 | TRAVERSE COUNTY | \$ 120.49 | \$ 13.26 | \$ 2.63 |
| 09-0038001 | 09 125 47 | TRAVERSE COUNTY | \$ 163.61 | \$ 18.00 | \$ 3.58 |
| 09-0045002 | 10 125 47 | TRAVERSE COUNTY | \$ 184.89 | \$ 20.34 | \$ 4.04 |
| 09-0064002 | 15 125 47 | TRAVERSE COUNTY | \$ 197.99 | \$ 21.78 | \$ 4.33 |
| 09-0068001 | 16 125 47 | TRAVERSE COUNTY | \$ 214.22 | \$ 23.56 | \$ 4.68 |
| 01-0085000 | 22 125 48 | GLORIA G TRITZ | \$ 24.86 | \$ 2.74 | \$ 0.54 |
| 14-0088000 | 18 126 47 | KENNETH J ABRAHAM TRUST | \$ 560.86 | \$ 61.70 | \$ 12.26 |
| 14-0089000 | 19 126 47 | SANDRA B. CONROY TRUST | \$ 443.12 | \$ 48.74 | \$ 9.68 |
| 14-0091000 | 19 126 47 | SANDRA B. CONROY TRUST | \$ 3,738.97 | \$ 411.30 | \$ 81.70 |
| 01-0093001 | 24 125 48 | CURTIS A DAVIDSON TRUST | \$ 4.37 | \$ 0.48 | \$ 0.10 |
| 09-0087000 | 19 125 47 | CURTIS A DAVIDSON TRUST | \$ 85.83 | \$ 9.44 | \$ 1.88 |
| 01-0093000 | 24 125 48 | CURTIS A DAVIDSON TRUST | \$ 134.79 | \$ 14.84 | \$ 2.95 |
| 01-0055000 | 13 125 48 | CURTIS A DAVIDSON TRUST | \$ 344.37 | \$ 37.88 | \$ 7.53 |
| 14-0134000 | 29 126 47 | DARYL LEININGER TRUST | \$ 2,898.38 | \$ 318.82 | \$ 63.34 |
| 15-0190000 | 36 126 48 | JAMES O. FIBRANZ TRUST JAMES O. FIBRANZ TRUST & RITA M. FIBRANZ TRUST | \$ 1,855.09 | \$ 204.06 | \$ 40.54 |
| 14-0149000 | 32 126 47 | DEAN J. & BARBARA FRISCH TRUST | \$ 3,962.95 | \$ 435.94 | \$ 86.60 |
| 09-0100000 | 22 125 47 | DAVID KLEINDL TRUST & DAVID KLEINDL TRUST & BONITA KLEINDL TRUST | \$ 2,861.04 | \$ 314.72 | \$ 62.52 |
| 15-0096001 | 24 126 48 | J & K LANDE TRUST | \$ 4,026.08 | \$ 442.88 | \$ 87.98 |
| 09-0024000 | 06 125 47 | J & K LANDE TRUST | \$ 4,166.17 | \$ 458.28 | \$ 91.04 |
| 01-0099001 | 25 125 48 | JANET M DAVIDSON TRUST | \$ 2.48 | \$ 0.28 | \$ 0.05 |
| 09-0013000 | 04 125 47 | ILENE LUNDQUIST TRUST | \$ 551.44 | \$ 60.66 | \$ 12.05 |
| 01-0060000 | 14 125 48 | DEAN & CONNIE MIKKELSON TRUST | \$ 328.83 | \$ 36.18 | \$ 7.19 |
| 14-0150000 | 32 126 47 | JAMES J MORISETTE TRUST & SUSAN R MORISETTE TRUST | \$ 2,060.65 | \$ 226.68 | \$ 45.03 |
| 01-0058000 | 14 125 48 | LEO V MURPHY RESIDUARY TRUST | \$ 333.23 | \$ 36.66 | \$ 7.28 |
| 09-0025000 | 06 125 47 | ROGER NOSBUSCH TRUST & ROGER NOSBUSCH TRUST & ANGELINE NOSBUSCH TRUST | \$ 4,559.81 | \$ 501.58 | \$ 99.64 |
| 09-0023000 | 06 125 47 | ROGER NOSBUSCH TRUST & ROGER NOSBUSCH TRUST & ANGELINE NOSBUSCH TRUST | \$ 4,706.67 | \$ 517.74 | \$ 102.85 |
| 14-0139000 | 30 126 47 | KEVIN D & RUTH PEDERSON TRUST | \$ 2,195.34 | \$ 241.48 | \$ 47.97 |
| 01-0045000 | 11 125 48 | ROBERT & BRENDA PETERSON TRUST | \$ 99.48 | \$ 10.94 | \$ 2.17 |
| 01-0092000 | 23 125 48 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 0.31 | \$ 0.04 | \$ 0.01 |
| 01-0090000 | 23 125 48 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 167.70 | \$ 18.46 | \$ 3.66 |
| 01-0001000 | 01 125 48 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 567.12 | \$ 62.38 | \$ 12.39 |
| 09-0029002 | 07 125 47 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 1,820.50 | \$ 200.26 | \$ 39.78 |
| 01-0003000 | 01 125 48 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 1,919.32 | \$ 211.12 | \$ 41.94 |
| 09-0078000 | 18 125 47 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 1,924.17 | \$ 211.66 | \$ 42.05 |
| 09-0079000 | 18 125 47 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 1,981.18 | \$ 217.94 | \$ 43.29 |
| 09-0072000 | 16 125 47 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 2,077.33 | \$ 228.50 | \$ 45.39 |
| 09-0096000 | 21 125 47 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 2,084.24 | \$ 229.26 | \$ 45.55 |
| 09-0073000 | 16 125 47 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 2,093.86 | \$ 230.34 | \$ 45.76 |
| 09-0030000 | 07 125 47 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 2,116.08 | \$ 232.78 | \$ 46.24 |

DRAFT - SUBJECT TO CHANGE BASED ON OUTCOME OF 11/26/24 PUBLIC HEARING

| | | | PROJECT COST LUMP SUM OR ANNUAL ASSESSMENT | | |
|------------|-----------|---|---|---|---|
| | | | COLUMN A1 Lump Sum No Interest | COLUMN A2 Annual Assessment 10 Year Term 1% Interest | COLUMN B 2025 Maintenance & Repair Assessment |
| Parcel | S-T-R | LANDOWNER | Paid Before 01/31/25 | Due with Property Tax | Due with Property Tax |
| 09-0067002 | 15 125 47 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 3,010.85 | \$ 331.20 | \$ 65.79 |
| 09-0071000 | 16 125 47 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 4,101.46 | \$ 451.16 | \$ 89.63 |
| 09-0077000 | 17 125 47 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 4,119.44 | \$ 453.14 | \$ 90.02 |
| 14-0145000 | 31 126 47 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 4,172.05 | \$ 458.94 | \$ 91.17 |
| 09-0080000 | 18 125 47 | RAE H. HAMNER TRUST & MARCIA R. HAMNER TRUST | \$ 4,443.08 | \$ 488.74 | \$ 97.09 |
| 14-0128000 | 28 126 47 | VALERIA SCHMITZ TRUST TROY SCHMITZ TRUSTEE | \$ 1,098.27 | \$ 120.82 | \$ 24.00 |
| 15-0108001 | 26 126 48 | MICHAEL J TOELLE TRUST & SUSAN C TOELLE TRUST | \$ 272.47 | \$ 29.98 | \$ 5.95 |
| 15-0183000 | 35 126 48 | SUSAN C. TOELLE TRUST C/O MICHAEL J. & SUSAN TOELL | \$ 334.23 | \$ 36.76 | \$ 7.30 |
| 15-0191000 | 36 126 48 | SUSAN C. TOELLE TRUST C/O MICHAEL J. & SUSAN TOELL | \$ 1,246.92 | \$ 137.16 | \$ 27.25 |
| 14-0148001 | 31 126 47 | WAYNE ZYCH TRUST & DALE ZYCH | \$ 1,208.47 | \$ 132.94 | \$ 26.41 |
| 09-0086000 | 19 125 47 | BENEDICT G. WOHLERS TRUST C/O SUSAN WOHLERS TRUSTEE | \$ 61.62 | \$ 6.78 | \$ 1.35 |
| 09-0089000 | 19 125 47 | GREGORY A & SARA WOHLERS | \$ 13.24 | \$ 1.46 | \$ 0.29 |
| 09-0093000 | 20 125 47 | GREGORY A & SARA WOHLERS | \$ 121.45 | \$ 13.36 | \$ 2.65 |
| 09-0083001 | 18 125 47 | RYAN & GENA WOHLERS | \$ 80.36 | \$ 8.84 | \$ 1.76 |
| 01-0096000 | 24 125 48 | BENEDICT G WOHLERS TRUST & SUSAN K WOHLERS TRUST | \$ 8.39 | \$ 0.92 | \$ 0.18 |
| 01-0094000 | 24 125 48 | BENEDICT G WOHLERS TRUST & SUSAN K WOHLERS TRUST | \$ 9.77 | \$ 1.08 | \$ 0.21 |
| 09-0088001 | 19 125 47 | BENEDICT G WOHLERS TRUST & SUSAN K WOHLERS TRUST | \$ 56.70 | \$ 6.24 | \$ 1.24 |
| 09-0088000 | 19 125 47 | BENEDICT G WOHLERS TRUST & SUSAN K WOHLERS TRUST | \$ 96.52 | \$ 10.62 | \$ 2.11 |
| 09-0083000 | 18 125 47 | BENEDICT G WOHLERS TRUST & SUSAN K WOHLERS TRUST | \$ 2,190.28 | \$ 240.94 | \$ 47.86 |
| 09-0084000 | 18 125 47 | BENEDICT G WOHLERS TRUST & SUSAN K WOHLERS TRUST | \$ 2,406.46 | \$ 264.72 | \$ 52.59 |
| 01-0002000 | 01 125 48 | ROBERT LEIGH ZIMBRICK | \$ 333.44 | \$ 36.68 | \$ 7.29 |
| 01-0008000 | 02 125 48 | SHARON B ZIMBRICK | \$ 318.06 | \$ 35.00 | \$ 6.95 |
| 15-0189000 | 36 126 48 | ZYCH HOLDINGS LLLP | \$ 2,056.52 | \$ 226.22 | \$ 44.94 |
| 15-0187000 | 36 126 48 | ZYCH HOLDINGS LLLP | \$ 4,172.08 | \$ 458.94 | \$ 91.17 |
| 01-0052000 | 12 125 48 | CHRISTINE ZYCH | \$ 244.41 | \$ 26.88 | \$ 5.34 |
| 01-0050001 | 12 125 48 | CHRISTINE ZYCH | \$ 277.77 | \$ 30.56 | \$ 6.07 |
| 01-0005000 | 02 125 48 | CHRISTINE ZYCH | \$ 333.78 | \$ 36.72 | \$ 7.29 |
| 15-0191001 | 36 126 48 | CHRISTINE ZYCH | \$ 449.21 | \$ 49.42 | \$ 9.82 |
| 15-0188000 | 36 126 48 | CHRISTINE ZYCH | \$ 3,652.45 | \$ 401.78 | \$ 79.81 |
| 01-0052001 | 12 125 48 | DALE E ZYCH | \$ 3.51 | \$ 0.40 | \$ 0.08 |
| 01-0046000 | 11 125 48 | DALE E ZYCH | \$ 331.17 | \$ 36.44 | \$ 7.24 |
| 09-0037000 | 09 125 47 | DALE E ZYCH | \$ 1,974.79 | \$ 217.24 | \$ 43.15 |
| 09-0035000 | 09 125 47 | DALE E ZYCH | \$ 3,859.86 | \$ 424.60 | \$ 84.35 |
| 01-0052002 | 12 125 48 | DALE E & CHRISTINE ZYCH | \$ 77.57 | \$ 8.54 | \$ 1.70 |
| 01-0050000 | 12 125 48 | DALE E & CHRISTINE ZYCH | \$ 82.18 | \$ 9.04 | \$ 1.80 |
| 01-0063001 | 15 125 48 | KADEN & MIKAELA ZYCH | \$ 153.12 | \$ 16.84 | \$ 3.35 |
| 01-0061000 | 15 125 48 | KADEN & MIKAELA ZYCH | \$ 296.81 | \$ 32.66 | \$ 6.49 |
| | | | \$ 343,192.06 | \$ 37,752.68 | \$ 7,499.58 |

AMENDMENT NO. 2
ROAD RAISE COST SHARE AGREEMENT
640TH AVENUE ROAD RAISE PROJECT

THIS AMENDMENT (this “Amendment”), is entered into this _____ day of _____, 2024 (the “Effective Date”), by and between the Bois de Sioux Watershed District, a Minnesota political subdivision (the “District”), and Dollymount Township, a Minnesota political subdivision (the “Township”).

RECITALS

WHEREAS, on September 19, 2023, the District and the Township entered into the ROAD RAISE COST SHARE AGREEMENT – 640TH AVENUE ROAD RAISE PROJECT (the “Agreement”), attached as *Exhibit A*, whereby the Township will raise a portion of 640th Avenue, improve adjacent ditches and culverts, and complete other related construction activities (the “Project”) and the District will contribute funds through its road raise cost share policy, if the road raise is completed in accordance with District standards; and

WHEREAS, at its October 19, 2023, meeting, the District’s Board of Managers agreed to provide funding in the amount of Five Hundred Forty-Four Thousand Five Hundred Sixteen and 20/100ths Dollars (\$544,516.20) to cover the Township Engineer’s amended construction cost estimate based on the bid amount proposed by the low bidder; and

WHEREAS, on _____, 2023, the District and the Township entered into AMENDMENT NO. 1 – ROAD RAISE COST SHARE AGREEMENT – 640TH AVENUE ROAD RAISE PROJECT, attached as *Exhibit B*, reflecting the additional cost share funds; and

WHEREAS, under Minn. Stat. § 471.59, “[t]wo or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised;” and

WHEREAS, the Project’s design elements have subsequently changed as a result of conversations with interested landowners that necessitate amendments to Section 2 of the Agreement; and

WHEREAS, the parties agree to sign this Amendment illustrating the revised Project design elements.

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

AMENDMENT

1. Section 2 of the Agreement is hereby deleted and replaced with the following:
 2. **The Project.** The proposed project consists of the following:
 - a. 110th Street, along the north line of Section 7 in Eldorado Township, will be raised and maintained so the centerline is at elevation 1,057.0 feet (NAVD 88 datum). Eldorado Township is responsible for the future maintenance of this requirement and all associated costs.
 - b. 640th Avenue, along the west line of Section 7 in Eldorado Township, will include a 50-foot overflow section no higher than elevation 1,056.5 feet (NAVD 88 datum). The road authority is responsible for the future maintenance of this requirement and all associated costs.
 - c. Vertical road transitions will be designed using a 55 mile per hour design speed.
 - d. Field levees in Sections 7 and 18 will be a minimum of one foot below the centerline of 640th Avenue road for the Project limits, except at Station 7 +00 (the 50-foot overflow section) where it is 0.5 feet below the shoulder of 640th Avenue.
 - e. The ditch along the north line of Sections 11 and 12 of Dollymount Township will be improved with a 5-foot channel bottom width and 0.09% grade in Section 11 and 0.05% grade in Section 12 of Dollymount Township.
 - f. The first upstream approach culvert located in the north ditch of Stevens County Highway 20 (south line of Section 18, Eldorado Township), will be downsized equivalent to a 60" x 46" CSPA or 15.6 square feet.
 - g. The existing centerline culvert through 640th Avenue, located approximately 500 feet north of Stevens County Highway 20, will be removed in order to prevent flow into Traverse County at this location.
 - h. The grade and capacity of the west ditch of 640th Avenue, along the east lines of Sections 12 and 13 of Dollymount Township, will be maintained.

Collectively referred to herein as the "Project." The Project will raise 640th Avenue adjacent to Sections 12 and 13, Township 126, Range 45 West, Traverse County, Minnesota, and Sections 7 and 18, Township 126, Range 44 West, Stevens County, Minnesota (the "Project Area"). During the ditch excavation portion of the Project, excess spoil will be used to raise 640th Avenue.

2. All other terms of the Agreement will remain in full force and effect, except as specifically modified by Amendment No. 1 and this Amendment to the Agreement.

3. This Amendment may be signed in counterparts, meaning that this Amendment to the Agreement is valid if signed by both parties even if the signatures appear on separate copies of the same amendment rather than on a single document.

IN WITNESS WHEREOF, the parties signed this Amendment on the dates written below.

**BOIS DE SIOUX
WATERSHED DISTRICT**

Date: _____, 2024

Linda Vavra, President

Attest:

Date: _____, 2024

Jamie Beyer, Administrator

[Signatures continue on the following page.]

DOLLYMOUNT TOWNSHIP

Date: _____, 2024

Steven Fridgen, Chairman

Attest:

Date: _____, 2024

_____, Clerk

EXHIBIT A

**ROAD RAISE COST SHARE AGREEMENT
640TH AVENUE ROAD RAISE PROJECT**

**ROAD RAISE COST SHARE AGREEMENT
640TH AVENUE ROAD RAISE PROJECT**

THIS COST SHARE AGREEMENT (this "Agreement"), is entered into this 19th day of SEPTEMBER 2023 (the "Effective Date"), by and between the Bois de Sioux Watershed District, a Minnesota political subdivision (the "District"), and Dollymount Township, a Minnesota political subdivision (the "Township").

RECITALS

WHEREAS, the District and the Township are concerned with the negative effects flooding is having on roads, culverts, and fields in the Township and desire to establish a project that better manages runoff and assists in alleviating future flood damage by raising 640th Avenue; and

WHEREAS, over the last three (3) years, the Township has had several meetings with Eldorado Township to discuss improvements and maintenance related to the 640th Avenue roadway including raising the road embankment; and

WHEREAS, the Township desires to make improvements to 640th Avenue which requires a permit from the District; and

WHEREAS, on August 9, 2021, the Township filed Permit Application No. 21-114 with the District to construct improvements to the 640th Avenue roadway in portions of Traverse County and Stevens County, including excavation of ditch improvements, raising the road embankment, culvert resizing, and other related work to better manage watershed runoff; and

WHEREAS, on August 19, 2021, the District conditionally approved Permit Application No. 21-114; however, due to delays, the work authorized under Permit Application No. 21-114 did not commence; and

WHEREAS, the Township then filed Permit Application No. 23-043 with the District, based on proposed project designs provided by the Township's engineer, which was conditionally approved by the District on June 15, 2023; and

WHEREAS, the District and the Township now desire to enter into an agreement whereby the Township will raise a portion of 640th Avenue, improve adjacent ditches and culverts, and complete other related construction activities and the District will contribute funds through its road raise cost share policy, if the road raise is completed in accordance with District standards; and

WHEREAS, the District's Board of Managers directed District staff and consultants to draft an agreement whereby the Township will coordinate the construction of the road raise and the District will contribute cost share funds in accordance with the District's road raise cost share policy; and

WHEREAS, under Minn. Stat. § 471.59, "[t]wo or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised;" and

WHEREAS, the parties further desire to enter into this Agreement to provide the parties' rights and responsibilities regarding the development, design, funding, construction, operation, and maintenance of the 640th Avenue road raise project.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to outline the parties' rights and responsibilities in regard to the construction and funding of the 640th Avenue road raise project. The parties agree raising 640th Avenue is conducive to the public's health, safety, and welfare as it will help to alleviate future damage to the road during spring flooding, which saves taxpayer dollars, and allows better access for emergency vehicles. The parties agree to cooperate to establish, construct, administer, and fund the construction project as provided in this Agreement.
2. **The Project.** The proposed project consists of the following:
 - a. 110th Street, along the north line of Section 7 in Eldorado Township, will be raised and maintained so the centerline is at elevation 1,057.0 feet (NAVD 88 datum). Eldorado Township is responsible for the future maintenance of this requirement and all associated costs.
 - b. 640th Avenue, along the west line of Section 7 in Eldorado Township, will include a 1,000-foot overflow section no higher than elevation 1,056.0 feet (NAVD 88 datum). The road authority is responsible for the future maintenance of this requirement and all associated costs. The road will not exceed 1,057.0 feet (NAVD 88 datum).
 - c. Vertical road transitions will be designed using a 55 mile per hour design speed.
 - d. Field levees in Sections 7 and 18 will be a minimum of one foot below the 640th Avenue road centerline.
 - e. The levee in Section 7 of Eldorado Township will be lowered to elevation 1,054.2 feet (NAVD 88 datum) for a length of 100 feet in the northwest corner of Section 7.
 - f. The ditch along the north line of Sections 11 and 12 of Dollymount Township will be improved with a 5-foot channel bottom width and 0.09% grade in Section 11 and 0.05% grade in Section 12 of Dollymount Township.
 - g. The first upstream approach culvert located in the north ditch of Stevens County Highway 20 (south line of Section 18, Eldorado Township), will be downsized equivalent to a 60" x 46" CSPA or 15.6 square feet.
 - h. The existing centerline culvert through 640th Avenue, located approximately 500 feet north of Stevens County Highway 20, will be removed in order to prevent flow into Traverse County at this location.

- i. The grade and capacity of the west ditch of 640th Avenue, along the east lines of Sections 12 and 13 of Dollymount Township, will be maintained.
- j. A highwater breakout shall be constructed through the berm in the northwest corner of Section 18, 100' long with an elevation to be determined by the engineer.

Collectively referred to herein as the "Project." The Project will raise 640th Avenue adjacent to Sections 12 and 13, Township 126, Range 45 West, Traverse County, Minnesota, and Sections 7 and 18, Township 126, Range 44 West, Stevens County, Minnesota (the "Project Area"). During the ditch excavation portion of the Project, excess spoil will be used to raise 640th Avenue.

3. **Project Cost Estimate.** The Township Engineer's preliminary construction cost estimate for the Project is **Four Hundred Sixty-Two Thousand Three Hundred Fifty-Two and 25/100ths Dollars (\$462,352.25)**. The Township Engineer's preliminary construction cost estimate is attached as *Exhibit A*. The Township contracted with Interstate Engineering, Inc. for design engineering and construction engineering services.

The District agrees to include the Township's engineering costs in the cost of the Project, not to exceed **Thirty-Three Thousand Dollars (\$33,000)**. If the Township's engineering costs exceed **Thirty-Three Thousand Dollars (\$33,000)**, it must obtain approval from the District's Board of Managers for additional cost share. The District Engineer will review the Township Engineer's preliminary construction cost estimate for the Project. Upon recommendation from the District Engineer, the District agrees to pay all project costs associated with construction, including engineering and other soft costs, not to exceed Four Hundred Seventy-Five Thousand Dollars (\$475,000), in accordance with the preliminary construction cost estimates, approved change orders, this Agreement, and the District's road raise cost share policy. If Project costs exceed the not-to-exceed amount, the Township must obtain written approval from the District's Board of Managers before proceeding.

4. **The District's Obligations.** The District will perform the following regarding the Project:
 - a. Complete a final review of the Project design as a condition to Permit No. 23-043;
 - b. Pay for all costs related to the Project, including engineering design and construction services, grant administration, right of way acquisition, title work, permitting, licensing, construction, materials, testing, and any other costs related to the installation of the Project, in accordance with the previous section; and
 - c. Comply with all applicable laws regarding the District's obligations under this Agreement.
5. **The Township's Obligations.** The Township will perform the following regarding the Project:
 - a. Develop and design the Project, including compliance with conditions outlined in Permit No. 23-043, subject to approval by the District;
 - b. Obtain all necessary permits, licenses, registrations, and approvals from all applicable federal, state, and other applicable government entities regarding the Project;

- c. Following approval of the design of the Project by the District, administer and construct the Project, including bidding, awarding of the contract, and administration of the contract, in accordance with the Project design approved by the District;
 - d. Acquire any right of way necessary for the Project, including the necessary title to all land, easements, and other property interests, as well as any fixtures, equipment, or personal property, as necessary for the Project;
 - e. Comply with all applicable laws regarding the Township's obligations under this Agreement; and
 - f. Pay for all future maintenance costs related to the Project including ditch cleanouts, culvert replacements, road grading, road graveling, weed control, reseeding, and any other post construction costs.
6. **Joint Obligations.** The District and the Township will share responsibility regarding the following obligations for the Project:
- a. Cooperate regarding the Township's obligation to obtain all necessary permits, licenses, registrations, and approvals from all applicable federal, state, and other applicable government entities regarding the Project;
 - b. Cooperate regarding the design of the Project;
 - c. Execute other reasonable documents and agreements as necessary to accomplish the objectives of this Agreement;
 - d. Provide each other with reasonable assistance as necessary or as requested in the performance of the parties' obligations under this Agreement; and
 - e. Mutually agree which party will be responsible for any other obligations regarding the Project not identified in this Agreement.
7. **Project Access Rights.** The Township is responsible for ensuring it has access rights to all property required for the Project, whether by easement or fee title, before accessing the property. Upon acquiring right of way for the Project, the Township grants and conveys to the District access, ingress and egress, to the Project Area to inspect the progress of the Project.
8. **Indemnity.** The parties will release, defend, indemnify, protect, and hold harmless the other party and its officers, agents, representatives, employees, consultants, and contractors, from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the use, operation, construction, reconstruction, repair, maintenance, modification, replacement, and improvement of the Project; any entry upon, use of, or access, ingress and egress, upon, over, or across the Project Area by the parties or the parties' officers, agents, representatives, employees, consultants, and contractors, or any of the parties' other invitees; or any act, error, or

omission of the parties or the parties' officers, agents, representatives, employees, consultants, contractors, or any of the parties' other invitees, including any failure to perform under this Agreement.

9. **Liability.** Under this Agreement, the District and the Township are considered a single governmental unit and the total liability for the parties will not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. § 466.04, subd. 1.
10. **Contractor Indemnity.** Any of the Township's contracts with any contractors or subcontractors performing any design, construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project will require each contractor and subcontractor to release, defend, indemnify, and hold harmless the District, the Township, and those parties' respective officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to any act or omission of any contractor regarding any design, construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project, including all costs, expenses, and fees incurred by the District and the Township in establishing and litigating the existence, scope, or any other matters relating to each contractor's or subcontractor's obligations to release, defend, indemnify, and hold harmless. Those contractors' and subcontractors' obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary.
11. **Insurance.** Before permitting any contractor or subcontractor to enter upon the Project Area, the Township will require each contractor and subcontractor to deliver to the Township copies of the insurance policies and endorsements required for the Project, and will otherwise ensure all requisite evidence that the insurance is in full force and effect.
12. **Forbearance.** The failure or delay of any party to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
13. **Term.** The parties' respective rights and responsibilities under this Agreement will commence upon the Effective Date and expire two (2) years from the Effective Date or upon completion of the Project. This Agreement may be terminated, with or without cause, by either party giving sixty (60) days' written notice to the other party; or if necessary to comply with any laws, rules, regulations, requirements, or directives of the State of Minnesota, or any other federal or state agency with regulatory jurisdiction; or in the event of an uncured default by the District or the Township.
14. **Severability.** If any court of competent jurisdiction declares any term or provision of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and

will reform or replace any invalid, illegal, or unenforceable term or provision of this Agreement with an alternative term or provision that is enforceable and bears as close resemblance as possible to any term or provision determined invalid, illegal, or unenforceable.

15. **Successors.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.
16. **Applicable Law.** This Agreement will be construed in accordance with and governed by Minnesota law.
17. **Assignment.** The parties may not transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other party.
18. **Amendments.** Any modifications or amendments to this Agreement must be in writing and signed by both parties to this Agreement.
19. **Interpretation.** This Agreement will be construed as if prepared by both parties.
20. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
21. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
22. **Counterparts.** This Agreement may be executed in counterparts meaning that this Agreement is valid if signed by both parties even if the signatures of the parties appear on separate copies of the same agreement rather than on a single document.
23. **Effective Date.** This Agreement will become effective on the date of execution by the last party to sign.

IN WITNESS WHEREOF, the parties executed this Agreement on the dates written below.

[Signatures contained on the following pages.]

**BOIS DE SIOUX
WATERSHED DISTRICT**

Date: Sept. 19, 2023

Linda J. Vavra
Linda Vavra, President

Attest:

Date: Sept. 19, 2023

Jamie Beyer
Jamie Beyer, Administrator

[Signatures continue on the following page.]

DOLLYMOUNT TOWNSHIP

Date: 8-31, 2023

Steven M. Fridgen
Steven Fridgen, Chairman
Dean G. Frisch
David Tritz
Attest:

Date: 8-31, 2023

Steve Rinke, Clerk

Steve Fridgen
Dean Frisch
David Tritz
Steve Rinke



ENGINEER'S OPINION OF PROBABLE COST

DOLLYMOUNT TOWNSHIP 640TH AVENUE GRADE RAISE

IE Project No. ER22-00-057

BOIS DE SIOUX WATERSHED DISTRICT

8/14/2023

BASE BID

| ITEM NO. | | ITEM DESCRIPTION | UNIT | No. OF UNITS | UNIT PRICE L&M | EXTENDED PRICE L&M |
|----------|--------|---|------|--------------|----------------|--------------------|
| 1. | 024200 | Culvert - Remove (All Types and Sizes) | LF | 206 | \$ 20.00 | \$ 4,120.00 |
| 2. | 012000 | Mobilization | LS | 1 | \$ 20,000.00 | \$ 20,000.00 |
| 3. | 015000 | Traffic Control | LS | 1 | \$ 3,000.00 | \$ 3,000.00 |
| 4. | 024200 | Tile Outlet Modification | LS | 2 | \$ 2,000.00 | \$ 4,000.00 |
| 5. | 311000 | 6" Reinforced Concrete (Over Pipeline 640th) | SY | 70 | \$ 150.00 | \$ 10,500.00 |
| 6. | 311000 | Site Clearing | LS | 1 | \$ 2,000.00 | \$ 2,000.00 |
| 7. | 312213 | Topsoil Stripping Spoil Area (640th Ave Sta 0+00 to 107+00) | CY | 6535 | \$ 1.75 | \$ 11,436.25 |
| 8. | 312213 | Topsoil Stripping (6 Inches) (640th Ave Channel Sta 0+00 to 107+00) & 110th St) | CY | 7860 | \$ 1.75 | \$ 13,755.00 |
| 9. | 312213 | Excavation - Channel (640th Ave Sta 0+00 to 107+00) | CY | 15,022 | \$ 2.00 | \$ 30,044.00 |
| 10. | 312213 | Spoil Bank Leveling (640th Ave Sta 0+00 to 107+00) | Mile | 2.02 | \$ 5,500.00 | \$ 11,110.00 |
| 11. | 312213 | Topsoil Spreading (640th Ave Sta 0+00 to 107+00) | Mile | 2.02 | \$ 5,500.00 | \$ 11,110.00 |
| 12. | 312213 | Embankment Roadway (640th Ave Sta 0+00 to 107+00) | CY | 11,669 | \$ 1.50 | \$ 17,503.50 |
| 13. | 312213 | Subgrade Preparation -12"-Roadway (640th Ave (Sta 0+00 to 34+00) | STA | 34 | \$ 100.00 | \$ 3,400.00 |
| 14. | 312213 | Embankment Roadway (110th St & CR 70) | CY | 3660 | \$ 1.50 | \$ 5,490.00 |
| 15. | 312213 | Subgrade Preparation -12"-Roadway (110th St & CR 70) | STA | 25 | \$ 100.00 | \$ 2,500.00 |
| 16. | 312213 | Excavation - Channel Cleanout (Sta 176+00 to Sta 265+00) | CY | 3976 | \$ 2.00 | \$ 7,952.00 |
| 17. | 312213 | Spoil Bank Leveling Channel Cleanout (Sta 176+00 to Sta 265+00) | Mile | 1.69 | \$ 5,500.00 | \$ 9,295.00 |
| 18. | 312500 | Storm Water Management | LS | 1 | \$ 2,000.00 | \$ 2,000.00 |
| 19. | 312500 | Rock Check - Temporary | EA | 1 | \$ 1,750.00 | \$ 1,750.00 |
| 20. | 312500 | Sedimentation Control Wattle - 9" | LF | 300 | \$ 2.00 | \$ 600.00 |
| 21. | 312500 | Silt Fence | LF | 200 | \$ 2.25 | \$ 450.00 |
| 22. | 312500 | Temporary Stabilized Construction Entrance | LS | 1 | \$ 2,000.00 | \$ 2,000.00 |
| 23. | 313700 | Riprap Filter Blanket | SY | 695 | \$ 4.25 | \$ 2,953.75 |
| 24. | 313700 | Riprap Class III | CY | 44 | \$ 75.00 | \$ 3,300.00 |
| 25. | 313700 | Riprap Class IV | CY | 300 | \$ 75.00 | \$ 22,500.00 |
| 26. | 321123 | Road Surface Aggregate (2 Inches) | CY | 580 | \$ 25.00 | \$ 14,500.00 |
| 27. | 321123 | Salvage and Reuse Road Surface Aggregate (2 inches) (CR 70, 110th St & 640th) | CY | 580 | \$ 8.00 | \$ 4,640.00 |
| 28. | 329219 | Seeding (Cover Crop) | AC | 14 | \$ 595.00 | \$ 8,330.00 |
| 29. | 329219 | Seeding (Type III) | AC | 14 | \$ 1,200.00 | \$ 16,800.00 |
| 30. | 334213 | CSP - 18" | LF | 280 | \$ 45.00 | \$ 12,600.00 |
| 31. | 334213 | CSP - 24" | LF | 54 | \$ 52.00 | \$ 2,808.00 |
| 32. | 334213 | CSP - 30" | LF | 62 | \$ 70.00 | \$ 4,340.00 |
| 33. | 334213 | 57"X 38" CMPA | LF | 56 | \$ 200.00 | \$ 11,200.00 |
| 34. | 334213 | 65"X 40" CMPA | LF | 112 | \$ 250.00 | \$ 28,000.00 |
| 35. | 334213 | 71"X 47" CMPA | LF | 72 | \$ 275.00 | \$ 19,800.00 |
| 36. | 334213 | Adjustable Flap Gate - 18" Steel | EA | 11 | \$ 850.00 | \$ 9,350.00 |
| 37. | 334213 | Adjustable Flap Gate - 24" Steel | EA | 1 | \$ 1,200.00 | \$ 1,200.00 |
| 38. | 334213 | Adjustable Flap Gate - 30" Steel | EA | 1 | \$ 1,400.00 | \$ 1,400.00 |
| 39. | 334213 | Flared End Section - 18" CSP | EA | 1 | \$ 200.00 | \$ 200.00 |
| 40. | 334213 | Flared End Section - 24" CSP | EA | 1 | \$ 310.00 | \$ 310.00 |
| 41. | 334213 | Flared End Section - 30" CSP | EA | 1 | \$ 400.00 | \$ 400.00 |
| 42. | 334213 | Flared End Section - 57" X 38" CMPA | EA | 2 | \$ 1,300.00 | \$ 2,600.00 |
| 43. | 334213 | Flared End Section - 65" X 40" CMPA | EA | 4 | \$ 1,700.00 | \$ 6,800.00 |
| 44. | 334213 | Flared End Section - 71" X 47" CMPA | EA | 2 | \$ 2,500.00 | \$ 5,000.00 |

Opinion of Probable Bid Cost \$ 353,047.50

Contingency 10% \$ 35,304.75

Opinion of Probable Construction Cost \$ 388,352.25

Design Engineering & Construction Engineering \$ 34,000.00

Right of Way Land Acquisition \$ 40,000.00

Utility Adjustments \$ -

Opinion of Probable Project Cost \$ 462,352.25

EXHIBIT B

**AMENDMENT NO. 1
ROAD RAISE COST SHARE AGREEMENT
640TH AVENUE ROAD RAISE PROJECT**

**AMENDMENT NO. 1
ROAD RAISE COST SHARE AGREEMENT
640TH AVENUE ROAD RAISE PROJECT**

THIS AMENDMENT (this “Amendment”), is entered into this _____ day of _____, 2023 (the “Effective Date”), by and between the Bois de Sioux Watershed District, a Minnesota political subdivision (the “District”), and Dollymount Township, a Minnesota political subdivision (the “Township”).

RECITALS

WHEREAS, on September 19, 2023, the District and the Township entered into the ROAD RAISE COST SHARE AGREEMENT – 640TH AVENUE ROAD RAISE PROJECT (the “Agreement”), attached as *Exhibit A*, whereby the Township will raise a portion of 640th Avenue, improve adjacent ditches and culverts, and complete other related construction activities and the District will contribute funds through its road raise cost share policy, if the road raise is completed in accordance with District standards; and

WHEREAS, under Minn. Stat. § 471.59, “[t]wo or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised;” and

WHEREAS, Section 3 of the Agreement stated that “[i]f Project costs exceed the not-to-exceed amount [\$475,000], the Township must obtain written approval from the District’s Board of Managers before proceeding;” and

WHEREAS, the Township received bids for the proposed project and the low bid exceeded the not-to-exceed amount so the Township requested additional funds from the District; and

WHEREAS, at its October 19, 2023, meeting, the Board agreed to provide funding in the amount of Five Hundred Forty-Four Thousand Five Hundred Sixteen and 20/100ths Dollars (\$544,516.20) to cover the Township Engineer’s amended construction cost estimate based on the bid amount proposed by the low bidder; and

WHEREAS, the parties agree to sign this Amendment illustrating the amended not-to-exceed amount of Five Hundred Forty-Four Thousand Five Hundred Sixteen and 20/100ths Dollars (\$544,516.20).

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

AMENDMENT

1. Section 3 of the Agreement is hereby deleted and replaced with the following:
 3. **Project Cost Estimate.** The Township Engineer's preliminary construction cost estimate for the Project was **Four Hundred Sixty-Two Thousand Three Hundred Fifty-Two and 25/100ths Dollars (\$462,352.25)**. However, after bid opening, the Township Engineer amended the construction cost estimate to **Five Hundred Forty-Four Thousand Five Hundred Sixteen and 20/100ths Dollars (\$544,516.20)** based on the low bid. The Township Engineer's amended construction cost estimate is attached as ***Exhibit B***. The Township contracted with Interstate Engineering, Inc. for design engineering and construction engineering services.

The District agrees to include the Township's engineering costs in the cost of the Project, not to exceed **Thirty-Four Thousand Dollars (\$34,000)**. If the Township's engineering costs exceed **Thirty-Four Thousand Dollars (\$34,000)**, it must obtain approval from the District's Board of Managers for additional cost share. The District Engineer will review the Township Engineer's amended construction cost estimate for the Project. Upon recommendation from the District Engineer, the District agrees to pay all project costs associated with construction, including engineering and other soft costs, not to exceed **Five Hundred Forty-Four Thousand Five Hundred Sixteen and 20/100ths Dollars (\$544,516.20)**, in accordance with the Township Engineer's amended construction cost estimate, approved change orders, this Agreement, and the District's road raise cost share policy. If Project costs exceed the amended not-to-exceed amount, the Township must obtain written approval from the District's Board of Managers before proceeding.

2. All other terms of the Agreement will remain in full force and effect, except as specifically modified by this Amendment to the Agreement.
3. This Amendment may be signed in counterparts, meaning that this Amendment to the Agreement is valid if signed by both parties even if the signatures appear on separate copies of the same amendment rather than on a single document.

IN WITNESS WHEREOF, the parties signed this Amendment on the dates written below.

**BOIS DE SIOUX
WATERSHED DISTRICT**

Date: _____, 2023

Linda Vavra, President

Attest:

Date: _____, 2023

Jamie Beyer, Administrator

[Signatures continue on the following page.]

DOLLYMOUNT TOWNSHIP

Date: _____, 2023

Steven Fridgen, Chairman

Attest:

Date: _____, 2023

_____, Clerk

EXHIBIT A

**ROAD RAISE COST SHARE AGREEMENT
640TH AVENUE ROAD RAISE PROJECT**

**ROAD RAISE COST SHARE AGREEMENT
640TH AVENUE ROAD RAISE PROJECT**

THIS COST SHARE AGREEMENT (this "Agreement"), is entered into this 19th day of SEPTEMBER 2023 (the "Effective Date"), by and between the Bois de Sioux Watershed District, a Minnesota political subdivision (the "District"), and Dollymount Township, a Minnesota political subdivision (the "Township").

RECITALS

WHEREAS, the District and the Township are concerned with the negative effects flooding is having on roads, culverts, and fields in the Township and desire to establish a project that better manages runoff and assists in alleviating future flood damage by raising 640th Avenue; and

WHEREAS, over the last three (3) years, the Township has had several meetings with Eldorado Township to discuss improvements and maintenance related to the 640th Avenue roadway including raising the road embankment; and

WHEREAS, the Township desires to make improvements to 640th Avenue which requires a permit from the District; and

WHEREAS, on August 9, 2021, the Township filed Permit Application No. 21-114 with the District to construct improvements to the 640th Avenue roadway in portions of Traverse County and Stevens County, including excavation of ditch improvements, raising the road embankment, culvert resizing, and other related work to better manage watershed runoff; and

WHEREAS, on August 19, 2021, the District conditionally approved Permit Application No. 21-114; however, due to delays, the work authorized under Permit Application No. 21-114 did not commence; and

WHEREAS, the Township then filed Permit Application No. 23-043 with the District, based on proposed project designs provided by the Township's engineer, which was conditionally approved by the District on June 15, 2023; and

WHEREAS, the District and the Township now desire to enter into an agreement whereby the Township will raise a portion of 640th Avenue, improve adjacent ditches and culverts, and complete other related construction activities and the District will contribute funds through its road raise cost share policy, if the road raise is completed in accordance with District standards; and

WHEREAS, the District's Board of Managers directed District staff and consultants to draft an agreement whereby the Township will coordinate the construction of the road raise and the District will contribute cost share funds in accordance with the District's road raise cost share policy; and

WHEREAS, under Minn. Stat. § 471.59, "[t]wo or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised;" and

WHEREAS, the parties further desire to enter into this Agreement to provide the parties' rights and responsibilities regarding the development, design, funding, construction, operation, and maintenance of the 640th Avenue road raise project.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to outline the parties' rights and responsibilities in regard to the construction and funding of the 640th Avenue road raise project. The parties agree raising 640th Avenue is conducive to the public's health, safety, and welfare as it will help to alleviate future damage to the road during spring flooding, which saves taxpayer dollars, and allows better access for emergency vehicles. The parties agree to cooperate to establish, construct, administer, and fund the construction project as provided in this Agreement.
2. **The Project.** The proposed project consists of the following:
 - a. 110th Street, along the north line of Section 7 in Eldorado Township, will be raised and maintained so the centerline is at elevation 1,057.0 feet (NAVD 88 datum). Eldorado Township is responsible for the future maintenance of this requirement and all associated costs.
 - b. 640th Avenue, along the west line of Section 7 in Eldorado Township, will include a 1,000-foot overflow section no higher than elevation 1,056.0 feet (NAVD 88 datum). The road authority is responsible for the future maintenance of this requirement and all associated costs. The road will not exceed 1,057.0 feet (NAVD 88 datum).
 - c. Vertical road transitions will be designed using a 55 mile per hour design speed.
 - d. Field levees in Sections 7 and 18 will be a minimum of one foot below the 640th Avenue road centerline.
 - e. The levee in Section 7 of Eldorado Township will be lowered to elevation 1,054.2 feet (NAVD 88 datum) for a length of 100 feet in the northwest corner of Section 7.
 - f. The ditch along the north line of Sections 11 and 12 of Dollymount Township will be improved with a 5-foot channel bottom width and 0.09% grade in Section 11 and 0.05% grade in Section 12 of Dollymount Township.
 - g. The first upstream approach culvert located in the north ditch of Stevens County Highway 20 (south line of Section 18, Eldorado Township), will be downsized equivalent to a 60" x 46" CSPA or 15.6 square feet.
 - h. The existing centerline culvert through 640th Avenue, located approximately 500 feet north of Stevens County Highway 20, will be removed in order to prevent flow into Traverse County at this location.

- i. The grade and capacity of the west ditch of 640th Avenue, along the east lines of Sections 12 and 13 of Dollymount Township, will be maintained.
- j. A highwater breakout shall be constructed through the berm in the northwest corner of Section 18, 100' long with an elevation to be determined by the engineer.

Collectively referred to herein as the "Project." The Project will raise 640th Avenue adjacent to Sections 12 and 13, Township 126, Range 45 West, Traverse County, Minnesota, and Sections 7 and 18, Township 126, Range 44 West, Stevens County, Minnesota (the "Project Area"). During the ditch excavation portion of the Project, excess spoil will be used to raise 640th Avenue.

3. **Project Cost Estimate.** The Township Engineer's preliminary construction cost estimate for the Project is **Four Hundred Sixty-Two Thousand Three Hundred Fifty-Two and 25/100ths Dollars (\$462,352.25)**. The Township Engineer's preliminary construction cost estimate is attached as *Exhibit A*. The Township contracted with Interstate Engineering, Inc. for design engineering and construction engineering services.

The District agrees to include the Township's engineering costs in the cost of the Project, not to exceed **Thirty-Three Thousand Dollars (\$33,000)**. If the Township's engineering costs exceed **Thirty-Three Thousand Dollars (\$33,000)**, it must obtain approval from the District's Board of Managers for additional cost share. The District Engineer will review the Township Engineer's preliminary construction cost estimate for the Project. Upon recommendation from the District Engineer, the District agrees to pay all project costs associated with construction, including engineering and other soft costs, not to exceed Four Hundred Seventy-Five Thousand Dollars (\$475,000), in accordance with the preliminary construction cost estimates, approved change orders, this Agreement, and the District's road raise cost share policy. If Project costs exceed the not-to-exceed amount, the Township must obtain written approval from the District's Board of Managers before proceeding.

4. **The District's Obligations.** The District will perform the following regarding the Project:
 - a. Complete a final review of the Project design as a condition to Permit No. 23-043;
 - b. Pay for all costs related to the Project, including engineering design and construction services, grant administration, right of way acquisition, title work, permitting, licensing, construction, materials, testing, and any other costs related to the installation of the Project, in accordance with the previous section; and
 - c. Comply with all applicable laws regarding the District's obligations under this Agreement.
5. **The Township's Obligations.** The Township will perform the following regarding the Project:
 - a. Develop and design the Project, including compliance with conditions outlined in Permit No. 23-043, subject to approval by the District;
 - b. Obtain all necessary permits, licenses, registrations, and approvals from all applicable federal, state, and other applicable government entities regarding the Project;

- c. Following approval of the design of the Project by the District, administer and construct the Project, including bidding, awarding of the contract, and administration of the contract, in accordance with the Project design approved by the District;
 - d. Acquire any right of way necessary for the Project, including the necessary title to all land, easements, and other property interests, as well as any fixtures, equipment, or personal property, as necessary for the Project;
 - e. Comply with all applicable laws regarding the Township's obligations under this Agreement; and
 - f. Pay for all future maintenance costs related to the Project including ditch cleanouts, culvert replacements, road grading, road graveling, weed control, reseeding, and any other post construction costs.
6. **Joint Obligations.** The District and the Township will share responsibility regarding the following obligations for the Project:
- a. Cooperate regarding the Township's obligation to obtain all necessary permits, licenses, registrations, and approvals from all applicable federal, state, and other applicable government entities regarding the Project;
 - b. Cooperate regarding the design of the Project;
 - c. Execute other reasonable documents and agreements as necessary to accomplish the objectives of this Agreement;
 - d. Provide each other with reasonable assistance as necessary or as requested in the performance of the parties' obligations under this Agreement; and
 - e. Mutually agree which party will be responsible for any other obligations regarding the Project not identified in this Agreement.
7. **Project Access Rights.** The Township is responsible for ensuring it has access rights to all property required for the Project, whether by easement or fee title, before accessing the property. Upon acquiring right of way for the Project, the Township grants and conveys to the District access, ingress and egress, to the Project Area to inspect the progress of the Project.
8. **Indemnity.** The parties will release, defend, indemnify, protect, and hold harmless the other party and its officers, agents, representatives, employees, consultants, and contractors, from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the use, operation, construction, reconstruction, repair, maintenance, modification, replacement, and improvement of the Project; any entry upon, use of, or access, ingress and egress, upon, over, or across the Project Area by the parties or the parties' officers, agents, representatives, employees, consultants, and contractors, or any of the parties' other invitees; or any act, error, or

omission of the parties or the parties' officers, agents, representatives, employees, consultants, contractors, or any of the parties' other invitees, including any failure to perform under this Agreement.

9. **Liability.** Under this Agreement, the District and the Township are considered a single governmental unit and the total liability for the parties will not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. § 466.04, subd. 1.
10. **Contractor Indemnity.** Any of the Township's contracts with any contractors or subcontractors performing any design, construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project will require each contractor and subcontractor to release, defend, indemnify, and hold harmless the District, the Township, and those parties' respective officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to any act or omission of any contractor regarding any design, construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project, including all costs, expenses, and fees incurred by the District and the Township in establishing and litigating the existence, scope, or any other matters relating to each contractor's or subcontractor's obligations to release, defend, indemnify, and hold harmless. Those contractors' and subcontractors' obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary.
11. **Insurance.** Before permitting any contractor or subcontractor to enter upon the Project Area, the Township will require each contractor and subcontractor to deliver to the Township copies of the insurance policies and endorsements required for the Project, and will otherwise ensure all requisite evidence that the insurance is in full force and effect.
12. **Forbearance.** The failure or delay of any party to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
13. **Term.** The parties' respective rights and responsibilities under this Agreement will commence upon the Effective Date and expire two (2) years from the Effective Date or upon completion of the Project. This Agreement may be terminated, with or without cause, by either party giving sixty (60) days' written notice to the other party; or if necessary to comply with any laws, rules, regulations, requirements, or directives of the State of Minnesota, or any other federal or state agency with regulatory jurisdiction; or in the event of an uncured default by the District or the Township.
14. **Severability.** If any court of competent jurisdiction declares any term or provision of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and

will reform or replace any invalid, illegal, or unenforceable term or provision of this Agreement with an alternative term or provision that is enforceable and bears as close resemblance as possible to any term or provision determined invalid, illegal, or unenforceable.

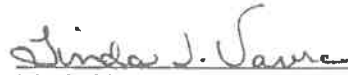
15. **Successors.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.
16. **Applicable Law.** This Agreement will be construed in accordance with and governed by Minnesota law.
17. **Assignment.** The parties may not transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other party.
18. **Amendments.** Any modifications or amendments to this Agreement must be in writing and signed by both parties to this Agreement.
19. **Interpretation.** This Agreement will be construed as if prepared by both parties.
20. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
21. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
22. **Counterparts.** This Agreement may be executed in counterparts meaning that this Agreement is valid if signed by both parties even if the signatures of the parties appear on separate copies of the same agreement rather than on a single document.
23. **Effective Date.** This Agreement will become effective on the date of execution by the last party to sign.

IN WITNESS WHEREOF, the parties executed this Agreement on the dates written below.

[Signatures contained on the following pages.]

**BOIS DE SIOUX
WATERSHED DISTRICT**

Date: Sept. 19, 2023


Linda Vavra, President

Attest:

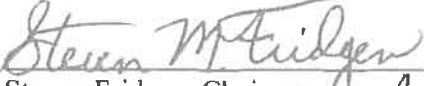
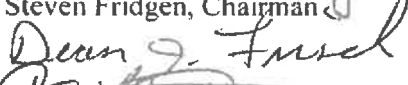

Date: Sept. 19, 2023


Jamie Beyer, Administrator

[Signatures continue on the following page.]

DOLLYMOUNT TOWNSHIP

Date: 8-31, 2023


Steven Fridgen, Chairman


Attest:

Date: 8-31, 2023

, Clerk

Steve Fridgen
Dean Frisch
David Tritz
Steve Rinke



ENGINEER'S OPINION OF PROBABLE COST

DOLLYMOUNT TOWNSHIP 640TH AVENUE GRADE RAISE

IE Project No. ER22-00-057

BOIS DE SIOUX WATERSHED DISTRICT

8/14/2023

BASE BID

| ITEM NO. | | ITEM DESCRIPTION | UNIT | No. OF UNITS | UNIT PRICE L&M | EXTENDED PRICE L&M |
|---|--------|---|------|--------------|----------------|--------------------|
| 1. | 024200 | Culvert - Remove (All Types and Sizes) | LF | 206 | \$ 20.00 | \$ 4,120.00 |
| 2. | 012000 | Mobilization | LS | 1 | \$ 20,000.00 | \$ 20,000.00 |
| 3. | 015000 | Traffic Control | LS | 1 | \$ 3,000.00 | \$ 3,000.00 |
| 4. | 024200 | Tile Outlet Modification | LS | 2 | \$ 2,000.00 | \$ 4,000.00 |
| 5. | 311000 | 6" Reinforced Concrete (Over Pipeline 640th) | SY | 70 | \$ 150.00 | \$ 10,500.00 |
| 6. | 311000 | Site Clearing | LS | 1 | \$ 2,000.00 | \$ 2,000.00 |
| 7. | 312213 | Topsoil Stripping Spoil Area (640th Ave Sta 0+00 to 107+00) | CY | 6535 | \$ 1.75 | \$ 11,436.25 |
| 8. | 312213 | Topsoil Stripping (6 Inches) (640th Ave Channel Sta 0+00 to 107+00) & 110th St) | CY | 7860 | \$ 1.75 | \$ 13,755.00 |
| 9. | 312213 | Excavation - Channel (640th Ave Sta 0+00 to 107+00) | CY | 15,022 | \$ 2.00 | \$ 30,044.00 |
| 10. | 312213 | Spoil Bank Leveling (640th Ave Sta 0+00 to 107+00) | Mile | 2.02 | \$ 5,500.00 | \$ 11,110.00 |
| 11. | 312213 | Topsoil Spreading (640th Ave Sta 0+00 to 107+00) | Mile | 2.02 | \$ 5,500.00 | \$ 11,110.00 |
| 12. | 312213 | Embankment Roadway (640th Ave Sta 0+00 to 107+00) | CY | 11,669 | \$ 1.50 | \$ 17,503.50 |
| 13. | 312213 | Subgrade Preparation -12"-Roadway (640th Ave (Sta 0+00 to 34+00) | STA | 34 | \$ 100.00 | \$ 3,400.00 |
| 14. | 312213 | Embankment Roadway (110th St & CR 70) | CY | 3660 | \$ 1.50 | \$ 5,490.00 |
| 15. | 312213 | Subgrade Preparation -12"-Roadway (110th St & CR 70) | STA | 25 | \$ 100.00 | \$ 2,500.00 |
| 16. | 312213 | Excavation - Channel Cleanout (Sta 176+00 to Sta 265+00) | CY | 3976 | \$ 2.00 | \$ 7,952.00 |
| 17. | 312213 | Spoil Bank Leveling Channel Cleanout (Sta 176+00 to Sta 265+00) | Mile | 1.69 | \$ 5,500.00 | \$ 9,295.00 |
| 18. | 312500 | Storm Water Management | LS | 1 | \$ 2,000.00 | \$ 2,000.00 |
| 19. | 312500 | Rock Check - Temporary | EA | 1 | \$ 1,750.00 | \$ 1,750.00 |
| 20. | 312500 | Sedimentation Control Wattle - 9" | LF | 300 | \$ 2.00 | \$ 600.00 |
| 21. | 312500 | Silt Fence | LF | 200 | \$ 2.25 | \$ 450.00 |
| 22. | 312500 | Temporary Stabilized Construction Entrance | LS | 1 | \$ 2,000.00 | \$ 2,000.00 |
| 23. | 313700 | Riprap Filter Blanket | SY | 695 | \$ 4.25 | \$ 2,953.75 |
| 24. | 313700 | Riprap Class III | CY | 44 | \$ 75.00 | \$ 3,300.00 |
| 25. | 313700 | Riprap Class IV | CY | 300 | \$ 75.00 | \$ 22,500.00 |
| 26. | 321123 | Road Surface Aggregate (2 Inches) | CY | 580 | \$ 25.00 | \$ 14,500.00 |
| 27. | 321123 | Salvage and Reuse Road Surface Aggregate (2 Inches) (CR 70, 110th St & 640th) | CY | 580 | \$ 8.00 | \$ 4,640.00 |
| 28. | 329219 | Seeding (Cover Crop) | AC | 14 | \$ 595.00 | \$ 8,330.00 |
| 29. | 329219 | Seeding (Type III) | AC | 14 | \$ 1,200.00 | \$ 16,800.00 |
| 30. | 334213 | CSP - 18" | LF | 280 | \$ 45.00 | \$ 12,600.00 |
| 31. | 334213 | CSP - 24" | LF | 54 | \$ 52.00 | \$ 2,808.00 |
| 32. | 334213 | CSP - 30" | LF | 62 | \$ 70.00 | \$ 4,340.00 |
| 33. | 334213 | 57"X 38" CMPA | LF | 56 | \$ 200.00 | \$ 11,200.00 |
| 34. | 334213 | 65"X 40" CMPA | LF | 112 | \$ 250.00 | \$ 28,000.00 |
| 35. | 334213 | 71"X 47" CMPA | LF | 72 | \$ 275.00 | \$ 19,800.00 |
| 36. | 334213 | Adjustable Flap Gate - 18" Steel | EA | 11 | \$ 850.00 | \$ 9,350.00 |
| 37. | 334213 | Adjustable Flap Gate - 24" Steel | EA | 1 | \$ 1,200.00 | \$ 1,200.00 |
| 38. | 334213 | Adjustable Flap Gate - 30" Steel | EA | 1 | \$ 1,400.00 | \$ 1,400.00 |
| 39. | 334213 | Flared End Section - 18" CSP | EA | 1 | \$ 200.00 | \$ 200.00 |
| 40. | 334213 | Flared End Section - 24" CSP | EA | 1 | \$ 310.00 | \$ 310.00 |
| 41. | 334213 | Flared End Section - 30" CSP | EA | 1 | \$ 400.00 | \$ 400.00 |
| 42. | 334213 | Flared End Section - 57" X 38" CMPA | EA | 2 | \$ 1,300.00 | \$ 2,600.00 |
| 43. | 334213 | Flared End Section - 65" X 40" CMPA | EA | 4 | \$ 1,700.00 | \$ 6,800.00 |
| 44. | 334213 | Flared End Section - 71" X 47" CMPA | EA | 2 | \$ 2,500.00 | \$ 5,000.00 |
| Opinion of Probable Bid Cost | | | | | | \$ 353,047.50 |
| Contingency 10% | | | | | | \$ 35,304.75 |
| Opinion of Probable Construction Cost | | | | | | \$ 388,352.25 |
| Design Engineering & Construction Engineering | | | | | | \$ 34,000.00 |
| Right of Way Land Acquisition | | | | | | \$ 40,000.00 |
| Utility Adjustments | | | | | | \$ - |
| Opinion of Probable Project Cost | | | | | | \$ 462,352.25 |

EXHIBIT B

TOWNSHIP ENGINEER'S AMENDED CONSTRUCTION COST ESTIMATE



ENGINEER'S OPINION OF PROBABLE COST AFTER BID OPENING

DOLLYMOUNT TOWNSHIP 640TH AVENUE GRADE RAISE

IE Project No. ER22-00-057

BOIS DE SIOUX WATERSHED DISTRICT

10/16/2023

BASE BID

Joe Riley Construction

| ITEM NO. | | ITEM DESCRIPTION | UNIT | No. OF UNITS | UNIT PRICE L&M | EXTENDED PRICE L&M |
|---|--------|---|------|--------------|----------------|--------------------|
| 1. | 024200 | Culvert - Remove (All Types and Sizes) | LF | 206 | \$15.00 | \$ 3,090.00 |
| 2. | 012000 | Mobilization | LS | 1 | \$28,000.00 | \$ 28,000.00 |
| 3. | 015000 | Traffic Control | LS | 1 | \$11,500.00 | \$ 11,500.00 |
| 4. | 024200 | Tile Outlet Modification | LS | 2 | \$2,400.00 | \$ 4,800.00 |
| 5. | 311000 | 6" Reinforced Concrete (Over Pipeline 640th) | SY | 35 | \$550.00 | \$ 19,250.00 |
| 6. | 311000 | Site Clearing | LS | 1 | \$2,500.00 | \$ 2,500.00 |
| 7. | 312213 | Topsoil Stripping Spoil Area (640th Ave Sta 0+00 to 107+00) | CY | 6535 | \$2.50 | \$ 16,337.50 |
| 8. | 312213 | Topsoil Stripping (6 Inches) (640th Ave Channel Sta 0+00 to 107+00) & 110th St) | CY | 7860 | \$2.50 | \$ 19,650.00 |
| 9. | 312213 | Excavation - Channel (640th Ave Sta 0+00 to 107+00) | CY | 15,022 | \$3.00 | \$ 45,066.00 |
| 10. | 312213 | Spoil Bank Leveling (640th Ave Sta 0+00 to 107+00) | Mile | 2.02 | \$2,500.00 | \$ 5,050.00 |
| 11. | 312213 | Topsoil Spreading (640th Ave Sta 0+00 to 107+00) | Mile | 2.02 | \$2,500.00 | \$ 5,050.00 |
| 12. | 312213 | Embankment Roadway (640th Ave Sta 0+00 to 107+00) | CY | 11,669 | \$2.50 | \$ 29,172.50 |
| 13. | 312213 | Subgrade Preparation -12"-Roadway (640th Ave (Sta 0+00 to 34+00) | STA | 34 | \$250.00 | \$ 8,500.00 |
| 14. | 312213 | Embankment Roadway (110th St & CR 70) | CY | 3660 | \$2.50 | \$ 9,150.00 |
| 15. | 312213 | Subgrade Preparation -12"-Roadway (110th St & CR 70) | STA | 25 | \$450.00 | \$ 11,250.00 |
| 16. | 312213 | Excavation - Channel Cleanout (Sta 176+00 to Sta 265+00) | CY | 3976 | \$3.00 | \$ 11,928.00 |
| 17. | 312213 | Spoil Bank Leveling Channel Cleanout (Sta 176+00 to Sta 265+00) | Mile | 1.69 | \$2,500.00 | \$ 4,225.00 |
| 18. | 312500 | Storm Water Management | LS | 1 | \$2,000.00 | \$ 2,000.00 |
| 19. | 312500 | Rock Check - Temporary | EA | 1 | \$2,000.00 | \$ 2,000.00 |
| 20. | 312500 | Sedimentation Control Wattle - 9" | LF | 300 | \$3.00 | \$ 900.00 |
| 21. | 312500 | Silt Fence | LF | 200 | \$4.00 | \$ 800.00 |
| 22. | 312500 | Temporary Stabilized Construction Entrance | LS | 1 | \$2,000.00 | \$ 2,000.00 |
| 23. | 313700 | Riprap Filter Blanket | SY | 695 | \$5.00 | \$ 3,475.00 |
| 24. | 313700 | Riprap Class III | CY | 44 | \$65.00 | \$ 2,860.00 |
| 25. | 313700 | Riprap Class IV | CY | 300 | \$65.00 | \$ 19,500.00 |
| 26. | 321123 | Road Surface Aggregate (2 Inches) | CY | 580 | \$55.00 | \$ 31,900.00 |
| 27. | 321123 | Salvage and Reuse Road Surface Aggregate (2 nches) (CR 70, 110th St & 640th) | CY | 580 | \$10.00 | \$ 5,800.00 |
| 28. | 329219 | Seeding (Cover Crop) | AC | 14 | \$625.00 | \$ 8,750.00 |
| 29. | 329219 | Seeding (Type III) | AC | 14 | \$1,250.00 | \$ 17,500.00 |
| 30. | 334213 | CSP - 18" | LF | 280 | \$53.00 | \$ 14,840.00 |
| 31. | 334213 | CSP - 24" | LF | 54 | \$60.00 | \$ 3,240.00 |
| 32. | 334213 | CSP - 30" | LF | 62 | \$85.00 | \$ 5,270.00 |
| 33. | 334213 | 57"X 38" CMPA with Step Beveled 3:1 Ends | LF | 48 | \$161.00 | \$ 7,728.00 |
| 34. | 334213 | 65"X 40" CMPA with Step Beveled 3:1 Ends | LF | 106 | \$221.00 | \$ 23,426.00 |
| 35. | 334213 | 71"X 47" CMPA with Step Beveled 3:1 Ends | LF | 66 | \$266.00 | \$ 17,556.00 |
| 36. | 334213 | Adjustable Flap Gate - 18" Steel | EA | 11 | \$1,544.00 | \$ 16,984.00 |
| 37. | 334213 | Adjustable Flap Gate - 24" Steel | EA | 1 | \$2,025.00 | \$ 2,025.00 |
| 38. | 334213 | Adjustable Flap Gate - 30" Steel | EA | 1 | \$2,394.00 | \$ 2,394.00 |
| 39. | 334213 | Flared End Section - 18" CSP | EA | 1 | \$642.00 | \$ 642.00 |
| 40. | 334213 | Flared End Section - 24" CSP | EA | 1 | \$796.00 | \$ 796.00 |
| 41. | 334213 | Flared End Section - 30" CSP | EA | 1 | \$837.00 | \$ 837.00 |
| Opinion of Probable Bid Cost | | | | | | \$ 427,742.00 |
| Contingency 10% | | | | | | \$ 42,774.20 |
| Opinion of Probable Construction Cost | | | | | | \$ 470,516.20 |
| Design Engineering & Construction Engineering | | | | | | \$ 34,000.00 |
| Right of Way Land Acquisition | | | | | | \$ 40,000.00 |
| Utility Adjustments | | | | | | \$ - |
| Opinion of Probable Project Cost | | | | | | \$ 544,516.20 |

This dike is an integral part of Dollymount Township's 640th Avenue Road Raise Project. The purpose of this dike is to direct water flow onto Section 7, Eldorado Township. The dike will be built according to the specifications agreed upon by Interstate Engineering on August 21, 2024. The following conditions have been discussed with Bois de Sioux Watershed District Engineer Technician Troy Friden, Bois de Sioux Watershed District Manager Scott Gillespie, Engineer Damon DeVillers (Interstate Engineering), and Bois de Sioux Watershed District Attorney Lukas Croaker.

Permit Conditions:

- (1) **Dike Height.** The dike elevation on Section 7, Eldorado Township shall be permitted in accordance with the elevations and specifications detailed in Interstate Engineering plans and specifications numbered/dated [insert blueprint number/date], with the following conditions:
 - a. Through the design process, the Bois de Sioux Watershed District (the "BDSWD"), Interstate Engineering, and the landowner of Section 7, Eldorado Township (the "landowner") agreed that the dike's elevation will correlate with the elevation of 640th Avenue. Specifically, the dike shall be set no higher than one foot below the centerline elevation of 640th Avenue, or six inches below the shoulder elevation, whichever is higher. An exception applies for an overflow area on the northern part of 640th Avenue, where the dike will be set six inches below the centerline elevation, or equal to the shoulder elevation (the "agreed upon differential").
 1. In the event of any future elevation increase to 640th Ave that exceeds the original plans and specifications, the dike on Section 7, Eldorado Township shall be permitted to exceed its original plans and specifications' elevation accordingly. The landowner shall have the right to show cause that the road height has risen, and upon such demonstration, the dike elevation adjustment must be permitted, at the landowner's sole responsibility and cost, to the agreed upon differential relative to the road adjustment.
 2. In the event of any future elevation decrease to 640th Ave that falls below the original plans and specifications, the dike on Section 7, Eldorado Township will remain permitted at its original plans and specifications' elevation unless an adjustment is mutually agreed upon by the Township, BDSWD, and the landowner.
- (2) **Upstream Culvert Flow Capacity.** The upstream approach culvert on the north side of Stevens County Highway 20, located at 45°42'59.23"N, 96°14'33.23"W (along the southern boundary of Section 18, Eldorado Township), shall be resized to match the capacity of a 60" x 46" corrugated steel pipe arch (CSPA), providing a flow area of 15.6 square feet. If changes to these specifications are desired, they will be discussed with the landowner prior to implementation.
- (3) **Tile Inlet and Pump Discharge Modifications.** The existing permit for the tile system in Section 7, Eldorado Township will be modified to include the following features:
 - a. An inlet consisting of 12" dual-wall in the northwest part of the field, with the final location dependent on final dike design and post construction topography. This inlet will draw surface water directly into the main trunk of the tile system.
 - b. The tile pump will discharge water over the dike into the ditch on the west side. The dike will be designed to allow unrestricted flow from the pump to the ditch which will help reduce potential buildup or obstructions.
- (4) **Permit Status and Resolution.** If the BDSWD identifies or becomes aware of any circumstances that may affect the validity of the permit for the dike on Section 7, Eldorado Township, the landowner will be informed. A resolution process, including mediation, must be initiated to address and rectify any negative effects to the landowner before any changes to the permit's standing are considered. If the BDSWD does not inform the landowner, the matter will be regarded as insignificant and will have no impact on the permit's standing. If the landowner desires to conduct work outside of the scope of the permit, the landowner must obtain a new permit from the BDSWD prior to commencing said work.
- (5) **Engineering Oversight.** Any future engineering work related to the Township's 640th Ave road project will be conducted exclusively by Engineer Damon DeVillers. In the event that Engineer Damon DeVillers is unavailable, an alternative engineer may be selected, provided they are not associated with Moore Engineering or Chad Engels in any capacity.



TOPIC FOLLOW-UP

2025 PHASE 3 REDPATH CONSTRUCTION

11/26/24

2025 REDPATH CONSTRUCTION

Construction Remaining:

| | PHASE 3 | PHASE 4 |
|--------------|---------------------|---------------------|
| DNR/FHM | \$6,992,879 | \$6,504,190 |
| RRWMB | \$4,661,919 | \$3,663,883 |
| BDSWD | <u>\$2,330,960</u> | <u>\$1,831,927</u> |
| TOTAL | \$13,985,758 | \$12,000,000 |

Redpath will have \$447,600+ left moving into Phase 3. FHM funds will be dependent upon a bonding bill and DNR staff decisions. If the District spends its match ahead of the next FHM grant amendment, 2025 construction would be limited to a total phase of \$1,342,800 – which includes both engineering and construction.

The District could choose to sell 115 of excess Redpath acres. This could result in an increased 2025 construction budget limitation of \$3,069,762.

PARCEL #10-0062000

SW1/4 REDPATH SECTION 15, 160 less 44.87 acres – 115.13 acres

LAND & CRP CONTRACT

CURRENT CRP CONTRACT, 55.83 acres of 115.13:

55.83 Acres for \$242.01/acre; annual payment \$13,511

Contract expires 09/30/2027

From FSA: An eligible person may become successor-in-interest to CRP-1 if:

- land has been sold
- there has been a change in owner or operator
- a foreclosure or involuntary loss of land occurs.

CRP payments can be earned if all payment eligibility requirements are met.

STATE OF MINNESOTA
Before the
BOIS DE SIOUX WATERSHED DISTRICT

In the Matter of:

**Establishment of the Doran Creek
Restoration Project**

**FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND ORDER**

The Bois de Sioux Watershed District (the “District”) Board of Managers (the “Managers”) hereby orders the establishment of the Doran Creek Restoration Project (the “Project”) pursuant to Minn. Stat. § 103D.605, having noticed and conducted a public hearing on July 20, 2023; August 17, 2023; and April 18, 2024, on the project plan, the District’s Comprehensive Watershed Management Plan, advisory reports from the Minnesota Department of Natural Resources (“MnDNR”) and the Minnesota Board of Water and Soil Resources (“BWSR”), and based on the record and proceedings, Manager Kappahn moved, seconded by Manager Beyer, for adoption of the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT:

1. The District desires to construct the Doran Creek Restoration Project in Wilkin County, Minnesota. The general nature of the Project is a stream restoration of Doran Creek consisting of the removal of sediment and vegetation buildup, broadening of the floodplain, installation of berms and side inlet culverts, and maintenance of meanders when possible.
2. The District, in partnership with the Wilkin Soil and Water Conservation District and BWSR, desires to utilize BWSR’s Reinvest in Minnesota (“RIM”) reserve easement program in order to acquire right of way necessary to construct, operate, maintain, repair, and improve the Project.
3. The estimated cost of the Project is \$8,400,000, with funds for the Project to be derived from: Legislative Citizen Commission on Minnesota Resources, Lessard Sams Outdoor Heritage Fund, Board of Water and Soil Resources Clean Water Funding Grants, State of Minnesota Flood Hazard Mitigation, Fargo-Moorhead Diversion Authority, Red River Watershed Management Board, the Bois de Sioux Watershed District, and the Doran Creek water management district.
4. The Project Plan was incorporated into the Comprehensive Plan, and as a result, the District was able to establish the Project pursuant to Minn. Stat. § 103D.605 – *Project Constructed with Government Aid or as Part of Plan*. Minn. Stat. § 103D.605, subd. 1(2) provides that the procedure in this section must be followed if, “the managers are undertaking all or a portion of the basic water management project as identified in the watershed management plan.”

5. The Project is located in the northwest corner of the Bois de Sioux Watershed District. Doran Creek flows northwesterly starting near the City of Doran, Minnesota, and outlets into the Bois de Sioux River south of Breckinridge, Minnesota. Doran Creek is a MnDNR public watercourse currently listed as impaired for dissolved oxygen and *E. coli* bacteria concentrations.
6. The Project consists of the removal of sediment and vegetation buildup, broadening of the floodplain, installation of berms and side inlet culverts, and maintenance of meanders when possible. The stream corridor runs approximately twenty (20) miles from CSAH 2 to CSAH 4 in Wilkin County, and the width of the corridor varies throughout the stream corridor (the "Project Area"). The District intends on constructing water management facilities as needed to restore the natural floodplain area, including acquisition, restoration, setback levee construction, and channel rehabilitation. Due to the overall size of the Project, it is expected to be implemented in phases, which will result in orderly implementation of the Project and ensure that wildlife and habitat benefits will be gained from the onset of the Project. The lands necessary to complete the Project will be enrolled in District easements (Minn. Stat. § 103F.48 buffer area) and RIM conservation easements outside the extent of the buffer easements. The grantors will still own the underlying property.
7. The Project Plan proposes the following activities:
 - A. Remove up to three feet (3') of sediment from within the stream channel.
 - B. Recreate a more natural floodplain through minor grading and berm construction.
 - C. Advance regional goals of mitigating against flood elevation and duration.
 - D. Reduce stream impairments identified through MPCA monitoring.
 - E. Recreate the E-channel type low-flow channel.
 - F. Install woody stabilization at key locations that also provides a woody debris habitat.
 - G. Protect over 1,300 acres of riparian and upland buffer along the entire length of the Project. Portions of this critical buffer will be removed from agricultural production, approximately 200 acres, and placed into conservation easements and revegetated with native vegetation where needed and/or required by easement agreements.
8. The primary benefits of the Project will include:
 - A. Reduced flood damage to agricultural fields, farmsteads, and roads adjacent to the Project Area.
 - B. Increased quantity and quality of fish and wildlife habitat within the Project Area, which has been identified as a high priority project area for restoration, and increased recreational benefits to the public resulting therefrom.
 - C. Improved channel stability and water quality throughout the Project Area.

Commented [LC1]: Should we include a map?

Commented [GM2R1]: We can use our work types map.

9. Due to funding constraints and eligibility requirements, the Project will be constructed in phases, with Phase 1 anticipated to commence in Summer/Fall 2024⁵. The District proposes _____ () an estimated 4 phases to complete the Project:

A. **Phase 1 – _____: Riparian Work:** Use of available funds to establish riparian easements and construct permissible BMPs. Commencing Fall 2025 and continuing through project completion.

B. **Phase 2 – Channel Reach 1 _____:** Excavation of accumulated sediment, minor floodplain modification, and installation of associated BMPs to the maximum extent allowable with current easements and funding. Commencing 2026 and continuing through project completion.

C. **Phase 3 – Channel Reach 2:** Continue excavation of accumulated sediment, minor floodplain modification, and installation of associated BMPs to the maximum extent allowable with current easements and funding. Commencing 2027 and continuing through project completion. _____

D. **Phase 4 – Channel Reach 3:** Completion of excavation of accumulated sediment, minor floodplain modification, and installation of associated BMPs to the maximum extent allowable with current easements and funding. _____: Commencing 2028 and continuing through project completion.

The proposed phases are subject to change and may be further sub-phased or combined depending on the amount and receipt of funding.

10. The estimated cost of the Project is \$8,400,000, with an estimated \$_____ \$326,000 already spent on Project development and land acquisition. The ENGINEER'S OPINION OF PROBABLE COST is attached as **Exhibit A**. A breakdown of the funding strategy and Project partners can be found in the DORAN CREEK RESTORATION PROJECT FUNDING STRATEGY, attached as **Exhibit B**.

11. The District will acquire permanent easements for the Project concurrent with other development tasks such as engineering and permitting. The District will work with Wilkin Soil and Water Conservation District to acquire permanent RIM easements and/or District permanent vegetative buffer easements. The District desires to acquire all permanent easements without the use of eminent domain.

12. On _____, March 29, 2023, the District Engineer filed the Project Plan with the MnDNR and BWSR pursuant to Minn. Stat. § 103D.605, subd. 2. These entities provided their respective advisory reports to the District. The MNDNR ADVISORY REPORT, dated May 2, 2023, is attached as **Exhibit C** and the BWSR ADVISORY REPORT, dated April 28, 2023, is attached as **Exhibit D**, collectively, referred to as the "Advisory Reports." The Advisory Reports provide several comments regarding the establishment and construction of the Project.

13. The MnDNR's Advisory Report referenced that an Environmental Assessment Worksheet (EAW) is needed for the Project pursuant to Minn. Rules Ch. 4410 and recommended that

the District not make a final decision on the Project until completion of the environmental review process under Minn. Rules Part 4410.3100.

14. The District's Engineer responded to the Advisory Report comments via a letter entitled DORAN CREEK RESPONSE TO COMMENTS AND UPDATED ENGINEER'S REPORT, dated June 1, 2023, which is attached as Exhibit E.
15. On June 15, 2023, the District adopted a RESOLUTION SETTING PROJECT HEARING, attached as Exhibit F, on the establishment of the Project pursuant to Minn. Stat. § 103D.605, subd. 3. The Project hearing was scheduled for July 20, 2023.
16. At the Project establishment hearing on July 20, 2023, District Engineer Engels provided an overview of the scope of the Project. Assistant District Engineer Garrett Monson explained the Minn. Stat. § 103D.605 project establishment hearing and read the Advisory Reports into the record.
17. Assistant District Engineer Monson presented comments from the Advisory Reports.

A. In part, the MnDNR Advisory Report provided:

Advisory Report Responses (103D.711 Subd. 5)

- MN DNR finds that the document is complete for a draft report, however, updating the engineers report to address the comments provided below should result in a complete plan.
- MN DNR is unable to approve the report as practical until it is more substantially complete.
- MN DNR has several general comments on the Project and recommends these be incorporated into the engineer's report, so that it is more complete and can be evaluated as a practical plan (see below).
- The soil and sediment information is adequate for analysis and a soil survey is not recommended at this time.

B. In part, the BWSR Advisory Report provided:

I have no major concerns with the proposed project, however preliminary design plans would be necessary to give a full review of this project. There are a few items that should be (or likely will be) clarified in the final report, or that the watershed district may want to consider discussing with their engineers:

- On the Preliminary Work Type maps, there are many sites noted with "potential flow diffusion," "flow diffusion berm," and "revegetate," with no further explanation in the report of the proposed design at these locations. An explanation of the approach or proposed design for these locations would be helpful.

- I suggest using caution whenever adjusting peak flow rates from an updated model (in this instance the subdivided model) to match a calibrated model (in this instance the 2017 HEC-HMS model). The calibrated flow rate at the outlet of the project would already account for some floodplain storage and peak flow attenuation. The subdivided flows would no longer account for this attenuation, however modeling those rates in the 2D HEC-RAS model would allow for attenuation. By lowering the rates, you could potentially be “double-counting” floodplain storage in the system. For this study, however, the differences in flow rates were minimal so it is unnecessary to update the models.
 - The proposed change in flow rate at the termination point of the project would be helpful.
 - A pond is noted in the cost estimate (item 3), however, I do not see a proposed location for this pond. It would be helpful to clarify if there will be additional storage outside of the channel excavation.
18. After discussing the Advisory Reports, all interested parties were given the opportunity to present comments regarding the Project Plan, the Comprehensive Plan, the Advisory Reports, and recommendations of the District Engineer, District staff, and District Attorney.
19. The following public comments were made during the July 20, 2023, public hearing, followed by District responses:
- A. Manager Wold asked how long it will take to construct the Project.
 - i. The District Engineer stated that the goal is to have shovels in the ground in Spring 2023 and the District is actively pursuing grant funds allowing for a phased approach to Project construction. It will take at least three years, but likely four to five years to complete the Project.
 - B. Manager Gillespie asked about the duration of the proposed water management district annual assessment with a proposed maximum assessment of One Hundred Thirty-Four Thousand Dollars (\$134,000), annually.
 - i. The District Engineer stated that the proposed assessment is capped at One Hundred Thirty-Four Thousand Dollars (\$134,000) and is proposed to run in perpetuity to fund continued maintenance of the Project.
 - C. Manager Beyer asked whether MnDNR is agreeable to continued maintenance of the Project.
 - i. The District Engineer stated that the MnDNR permit will have continued maintenance referenced in it, and the District will also ensure that the RIM easements grant the District access rights for continued Project maintenance.
 - D. A landowner asked whether the grants referenced in the public hearing notice had already been awarded to the District.

- i. The District Engineer stated that they have not been awarded yet, but the District has applied for funding from the various grantors.
- E. A landowner asked about the loss of trees as a result of Project construction.
 - i. The District Engineer stated that the District and its contractor will work to keep mature trees, but if the trees are next to the stream channel, they will be removed.
- F. A landowner asked whether there will be stagnant water southwest of the Project Area.
 - i. The District Engineer stated that the Project will not go that far south and that private drainage projects would be needed to connect to Doran Creek.
- G. A landowner asked which grants trigger commencement of the Project.
 - i. The District Engineer stated that the District will continue pursuing funding and that the water management district assessment is capped at One Hundred Thirty-Four Thousand Dollars (\$134,000).

Current Doran Creek Grants

| | Budget | Used | Remaining |
|------------------|---------------------|--------------------|----------------------|
| RRWMB Base Grant | \$ 90,000.00 | \$ - | \$ 90,000.00 |
| NWQI | \$ 43,560.00 | \$ 32,893.75 | \$ 10,666.25 |
| JCWMP WBIF #2 | \$ 95,468.00 | \$ 46,680.06 | \$ 48,787.94 |
| JCWMP WBIF #3 | \$ 556,924.00 | \$ - | \$ 556,924.00 |
| | \$785,952.00 | \$79,573.81 | \$ 706,378.19 |

ii.

Commented [LC3]: This doesn't really answer the question. Does anyone have additional information?

Commented [JG4R3]: No grant triggers the starting of the project. However, some grants have expiration dates which would dictate when money needs to get spent by.

Commented [BW5R3]: I am just including this to demonstrate the grants we do have already.

- 20. After receiving public comment, the Board discussed MnDNR's requirement to delay final action until completion of the environmental review process under Minn. Rules Part 4410.3100. As such, the Board adopted a motion to continue the public hearing to the August 17, 2023, meeting.
- 21. At the August 17, 2023, meeting, the Board adopted a motion to table final action until completion of the EAW review process.
- 22. On March 21, 2024, the Board adopted the FINDINGS OF FACT AND RECORD OF DECISION ON THE DETERMINATION OF NEED FOR AN ENVIRONMENTAL IMPACT STATEMENT (the "EAW Record of Decision"), which is attached as **Exhibit G**.
- 23. The EAW Record of Decision found that the Project, as proposed, did not have the potential for significant environmental effects and did not warrant preparation of an Environmental Impact Statement (EIS). A MnDNR ENVIRONMENTAL REVIEW NEED DETERMINATION MEMO dated March 6, 2024, verified that the EAW is still satisfactory for the current design. A list of anticipated permits and current status is included in the EAW Record of Decision.

24. On April 18, 2024, the Board reconvened the public hearing on the establishment of the Project. The following comments were made during the public hearing, followed by District responses:
- A. A landowner asked how close an accessory structure can be adjacent to the stream channel.
 - i. Assistant District Engineer Guler stated that they will review further to determine impacts.
 - B. A landowner asked about the width of the stream channel.
 - i. District Engineer Engels stated that channel width depends on the location of the stream section.
 - C. A landowner asked whether he would be taxed for living in the same township as the Project Area.
 - i. District Engineer Engels stated that the District intends on creating a water management district that includes properties that contribute or benefit from Doran Creek. If properties are within the water management district, they will be subject to assessments based on the methodology developed for the water management district.
 - D. A landowner asked if there is a different assessment calculation based on agricultural and residential properties.
 - i. District Engineer Engels stated that there is not much of a difference, but it depends on the amount of impervious surface on the property.
 - E. Manager Kapphahn asked if the stream channel will have water in it year-round.
 - i. Assistant District Engineer Monson stated that it depends on rainfall and spring snowmelt.
 - F. Manager Beyer asked where sediment will be disposed.
 - i. Assistant District Engineer Monson stated that the District will acquire spoil easements on properties adjacent to the system, outside of the wetland areas. The spoil areas are designed into the Project and will be vegetated after removal.
 - G. A landowner asked about the timeframe for Project commencement and completion.
 - i. Assistant District Engineer Guler stated that the Project will likely start in Spring 2025 to allow ample time for easement acquisition. It will take approximately three to four years to complete, dependent on phasing and funding availability. The Project will commence on the downstream end and work upstream based on funding availability. The water management district will be created in Summer 2024.
 - H. A landowner asked about the easement acres associated with the Project.
 - i. Assistant District Engineer Monson stated that a couple hundred acres are tillable acres out of the approximately 1,300 acres enrolled or to be enrolled in permanent easements. The District will utilize permanent RIM easements

and permanent District vegetative buffer easements. Many of the acres involved are already enrolled in some sort of easement program, so additional easements will not be required for these acres. The most significant Project cost will be right of way acquisition.

- I. A landowner asked if there will be preventative measures in place to keep sediment out of the stream channel after Project completion.
 - i. The District Engineer stated that side inlets will be installed for that reason.

There were no further questions or comments.

25. The District Engineer explained the timeline after approval of the Findings of Fact, Conclusions of Law, and Order to bid the various phases of the Project, award the contracts, and commence construction. The District desires to work on easement acquisition in 2024, bid Phase I of the Project in Winter 2024/2025, award the bid in Winter/Spring 2025, and commence construction in Spring 2025.

CONCLUSIONS OF LAW:

1. The District incorporated the Project into its Comprehensive Plan which authorizes the District to establish the Project in accordance with Minn. Stat. § 103D.605.
2. The Project Plan has been reviewed by MnDNR and BWSR. These entities provided the Advisory Reports in support of the Project pursuant to Minn. Stat. § 103D.605, subd. 2.
3. Several Managers, as well as the District Engineer, have inspected the Project Area and determined that establishment of the Project is conducive to public health, promotes general welfare, and is in compliance with the Comprehensive Plan and the provisions of Minn. Stat. Ch. 103D.
4. The District held countless formal and informal meetings and hearings on the various phases of the Project and has the support of landowners within the Doran Creek Project Area.
5. Pursuant to Minn. Stat. § 103D.605, subd. 3, the District set a public hearing for July 20, 2023, to discuss the Project Plan, the Comprehensive Plan, and the Advisory Reports.
6. Pursuant to Minn. Stat. § 103D.605, subd. 3(d), the public hearing on the establishment of the Project was noticed by mail to MnDNR and the municipalities entirely or partly within the Project area.
7. The public hearing commenced on July 20, 2023, at the time and location set forth in the RESOLUTION SETTING PROJECT HEARING. The Board, District Engineer, District Staff, and District Attorney were present at the hearing.
8. At the hearing, District Engineer Engels, Assistant District Engineer Guler, and Assistant District Engineer Monson explained the reasoning for establishing the Project under Minn. Stat. § 103D.605. The District Engineer explained the need for the Project, including plans

and specifications, the estimated cost, the Advisory Reports, and Project funding. The hearing was subsequently continued to August 17, 2023, and then April 18, 2024.

9. Upon completion of public comment, the Board made the following order.

ORDER:

NOW, THEREFORE, the Bois de Sioux Watershed District Board of Managers hereby orders as follows:

1. The Project Plan, the Comprehensive Plan, the Advisory Reports, and all other reports or submissions necessary as a part of these proceedings have been undertaken pursuant to and in conformance with Minn. Stat. § 103D.605.
2. The Project is conducive to public health, promotes general welfare, and is in compliance with the Bois de Sioux Watershed District's Comprehensive Plan and the provisions of Minn. Stat. Ch. 103D.
3. The District will acquire necessary property interests for the construction, operation, maintenance, repair, and improvement of the Project via permanent RIM easements and permanent District vegetative buffer easements.
4. The necessary easements required for the construction, operation, maintenance, repair, and improvement of the Project, as established by the surveys prepared by the District Engineer, will be recorded with the Wilkin County Recorders' Office so as to establish a definite Project footprint.
5. The Project will be funded as evidenced in the DORAN CREEK RESTORATION PROJECT FUNDING STRATEGY.
6. The District Attorney will file these Findings of Fact, Conclusions of Law, and Order with the District Administrator for signing by the District President.
7. The District will work to create a water management district in accordance with Minn. Stat. § 103D.729.
8. The District Administrator and the District Engineer shall proceed to prepare contracts for the various phases of the DORAN CREEK RESTORATION PROJECT and advertise for bids related thereto as funding becomes available.
9. The District Administrator and District consultants are authorized to proceed with any additional steps necessary to construct the Project, including its various phases.

[Remainder of page left blank intentionally.]

After discussion, the President called the question. The question was on the adoption of the foregoing Findings of Fact, Conclusions of Law, and Order, and there were ____ yeas, ____ nays, ____ absent, and ____ abstentions as follows:

| | Yea | Nay | Absent | Abstain |
|-----------|--------------------------|--------------------------|--------------------------|--------------------------|
| Vavra | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Schmidt | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Wold | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Gillespie | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Kapphahn | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Beyer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Deal | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Dahlen | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Brutlag | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Upon vote, the President declared the motion passed and the Findings of Fact, Conclusions of Law, and Order adopted.

Linda Vavra, President

Date: _____, 2024

Jamie Beyer, Administrator

Date: _____, 2024

* * * * *

I, Jamie Beyer, Bois de Sioux Watershed District Administrator, do hereby certify that I have compared the above motion, findings, conclusions, and order with the original thereof as the same appears of record and on file with the Bois de Sioux Watershed District and find the same to be a true and correct transcript thereof. The above order was filed with me, Jamie Beyer, Bois de Sioux Watershed District Administrator, on _____, 2024.

IN TESTIMONY WHEREOF, I hereunto set my hand this ____ day of _____, 2024.

Jamie Beyer, Administrator

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into and effective as of the date of the last signature on this Agreement and is by and between SPRINT COMMUNICATIONS COMPANY L.P., a Delaware limited partnership, and its successors and assigns ("Sprint"), whose mailing address is 2450 N Street, NW, 4th Floor, Washington, DC 20037, and Bois de Sioux Watershed District ("Developer"), whose mailing address is 704 Highway 75, Weaton, MN 56296.

BACKGROUND:

A. Developer is improving drainage through Wilkin County Ditch No. 1. The improvement project will include installing a new culvert under the adjacent railroad and will require excavation and channel grading near the intersection of Highways 9 and 156 to the North of the City of Campbell, Minnesota (Wilkin County), whose work impacts Sprint-owned facilities located within the right of way ("Project").

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B. As a result of the Project's construction, it is necessary for Sprint to lower its fiber in place in accordance with, and as more particularly described in, the attached Exhibit "A" ("Engineering Drawing") and Exhibit "B" ("Scope of Work"), both of which are incorporated into this Agreement.

C. Sprint, under the terms stated in this Agreement, is willing to relocate its Facilities within the right of way and to accommodate Developer's work, if Developer reimburses Sprint for all of its actual costs, both direct and indirect, in making the modifications.

AGREEMENT

In consideration of the promises and mutual covenants contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, Sprint and Developer agree as follows:

1. Sprint will perform the necessary relocation work in accordance with the attached Exhibits "A" and "B" ("Work") subject to the terms and provisions of this Agreement.

2. Developer represents and warrants to Sprint that Exhibits "A" and "B" accurately represent the Scope of Work requested of Sprint.

3.2. Developer may, at its own expense, inspect any construction by Sprint under this Agreement, to assure itself that the Sprint Work is being performed in accordance with the Scope of Work.

4.3. Developer will bear and be responsible for and pay in accordance herewith all direct and indirect costs incurred by Sprint and relating to the relocation Work, including, but not limited

to, labor, materials, construction, damages, administrative overhead, engineering review work, taxes, and legal fees.

~~5.4.~~ The total cost of the Work is estimated to be \$6,477.22, as set forth in ~~Exhibit "C."~~. Final actual costs may be more or less than the estimate, which will not be construed as a limitation of costs for the Work. Sprint will promptly provide notice to Developer if it becomes obvious to Sprint that the final actual costs will exceed the estimate by more than twenty-five percent (25%).

~~6.5.~~ Developer must furnish a cashier's check or wire transfer in the amount of \$6,477.22 to guarantee the payment of all sums which may at any time become due from Developer to Sprint under this Agreement. If Developer chooses to send a cashier's check, the check must be payable to Sprint Communications Company L.P. and received by Sprint before commencement of the relocation Work will begin. Any and all costs in excess of the amount of the prepayment will be billed to Developer when the Work has been completed, and Developer will be liable for any amount, which exceeds the amount of the prepayment. If the prepayment exceeds the amount of the final costs, then Sprint will refund any amounts over the costs.

~~7.6.~~ Within a reasonable time after Sprint pays all of the invoices associated with the Project and the as-built drawings are complete, Sprint will furnish an accounting of final actual costs and provide Developer an invoice of the same. Developer must pay the full amount of such invoice within thirty (30) days after receipt. Payments shall be sent to:

Sprint Communications Company L.P.
c/o Cogent Communications
2450 N Street, 5th Floor
NW Washington, DC 20037

~~8.7.~~ All operations and work performed by Developer above or adjacent to the fiber optic cable location must be performed in a workmanlike and safe manner and in conformance with all applicable industry standards and government regulations, and in accordance with any restrictions and conditions that may be imposed by Sprint from time to time. No work may be performed within the existing right of way by Developer until the fiber optic cable and other equipment modifications have been completed.

~~9.8.~~ Exclusive of Saturday, Sunday and legal holidays, notice must be given to Sprint by Developer, at least 48 hours in advance of commencement of any work on or adjacent to the fiber optic cable. The notice shall be given to Sprint at telephone number 1-800-521-0579.

~~10.9.~~ If Developer breaches any of the terms, covenants, or provisions of this Agreement, and Sprint commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees and the attendant expenses will be payable to Sprint by Developer upon demand.

~~11.10.~~ Insofar as it legally may, Developer will indemnify, defend, and hold Sprint, its officers directors, agents and employees harmless from all loss, claims, liability and costs incurred by Sprint, including, without limitation, losses resulting from claims for damages to property or

injuries to or death of persons, judgments, court costs and attorneys' fees, which arise out of or are claimed to have arisen out of the acts or omissions of Developer, its contractors, subcontractors, representatives, agents, or employees with respect to the Project, including, but not limited to, the construction, maintenance, presence on the right of way, or other operations or activities of Developer.

~~12.11.~~ The Parties expressly understand that Sprint is not abandoning any rights, title, or interest it may have in the right of way, all such rights, title, and interest being expressly reserved.

~~13.12.~~ The Parties expressly understand that there is a shortage in the availability of fiber optic cable due to a reduction in supply. Sprint shall not be held responsible for Project delays due to delays in the availability of fiber optic cable or other components.

~~14.13.~~ Except as otherwise specifically provided in this Agreement, neither Party shall be in default under this Agreement if and to the extent that any failure or delay in a Party's performance of one or more of its obligations hereunder, excepting Developer's obligation to make payments required under this Agreement, is caused by any of the following conditions, and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delays: unforeseen act of God; fire; flood; fiber, cable, conduit or other material shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; lack of or delay in transportation not resulting from the responsible Party's act or omission to act; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; any other cause beyond the reasonable control of such Party (each a "Force Majeure Event"). The Party claiming relief of a Force Majeure Event must promptly notify the other Party in writing of the existence of the event relied on and the cessation or termination of the event.

~~15.14.~~ This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the fiber optic cable modification work by and between Sprint and Developer.

~~16.15.~~ The terms of this Agreement shall be binding and inure to the benefits of the Parties to this Agreement and their successors and assigns.

~~17.16.~~ Notwithstanding anything to the contrary contained in this Agreement, Sprint will not be required to perform any cable modification work contemplated by this Agreement during the period of November 15th of any year through January 2nd of the following year.

~~18.17.~~ This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that an electronic copy of a signed signature page of a counterpart agreement shall evidence and constitute valid execution of this Agreement and shall be binding on a Party to the same extent as the original signature counterpart copy. This Agreement may be accepted and signed in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and each Party's electronic acceptance and signature will be deemed binding between the Parties. Each Party acknowledges and agrees it will not contest the validity or

enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted and/or signed in electronic form. Electronic records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

~~19.18.~~ Any notice required to be delivered pursuant to this Agreement shall be in writing and shall be deemed received when: (a) personally delivered (including delivery via commercial messenger service); (b) one business day after being deposited with a nationally recognized overnight courier service, charges prepaid, and properly addressed for next-day delivery; or (c) transmitted via e-mail to the applicable email address(es) set forth below. For purposes of this subsection, the addresses of each Party shall be that set forth above. Either Party may change its address for notice from time to time by delivery of at least ten (10) days prior notice of such change to the other Party in the manner prescribed in this Agreement.

~~20.19.~~ This Agreement shall be construed under and in accordance with the laws of the State where the Property is located, and all obligations of the Parties created under this Agreement are performable in the county where the Property is located.

~~21.20.~~ Neither Party may assign this Agreement without the other Party's prior written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Any purported assignment of this Agreement by a Party without the other Party's prior written consent shall be void.

~~22.21.~~ In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement. Furthermore, in lieu of any such invalid, illegal, or unenforceable provision, a provision as similar to such invalid, illegal, or unenforceable provision as may be possible shall be automatically added to this Agreement and shall be valid, legal, and enforceable.

~~23.22.~~ This Agreement constitutes the sole and only agreement of the Parties with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement and cannot be changed except by their written consent.

~~24.23.~~ Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date shall fall upon a Saturday, Sunday, or holiday observed by federal savings banks in the state where the Property is located, the date for such determination or action shall be extended to the first business day immediately following.

~~25.24.~~ Each Party represents and warrants to the other that this Agreement has been validly entered into by it and that it has full legal power, right, and authority to perform its obligations under this Agreement.

~~26-25.~~ Each Party represents and warrants to the other Party that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Agreement, or if any such third-party consent or approval is required, such Party has obtained any and all such consents or approvals.

~~27-26.~~ Each Party represents and warrants to the other Party that the person executing this Agreement on behalf of such Party has the authority to execute this Agreement and bind such Party to the terms and provisions of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The Parties have caused this Agreement to be executed by their proper duly authorized officials as of the dates indicated below.

**BOIS DE SIOUX WATERSHED
DISTRICT**

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SPRINT COMMUNICATIONS COMPANY L.P.,

BY: _____

NAME: David Schaeffer

TITLE: President & CEO

DATE: _____

DRAFT 2025 CONSTRUCTION BUDGET BY PROJECT

| | 12/31/24 | Budget | Budget | Estimated | |
|--|--------------------------|---------------|----------------------|---------------------|---|
| | <u>Est. Fund Balance</u> | <u>2025</u> | <u>2025</u> | <u>12/31/25</u> | |
| | | <u>Income</u> | <u>Expenses</u> | <u>Fund Balance</u> | |
| <u>Self Sustaining Funds (Dedicated Income for Expenses)</u> | | | | | |
| JCWMP Overall Plan WBIF Grants | 25,000.00 | 1,307,668.80 | -1,307,668.80 | 25,000.00 | |
| Buffer Strips/Riparian/Sediment Loss | 230,000.00 | 130,000.00 | -190,000.00 | 170,000.00 | |
| Moonshine | 1,517,930.35 | 137,424.04 | -36,421.43 | 1,618,932.96 | |
| North Ottawa | 52,000.00 | 145,000.00 | -160,000.00 | 37,000.00 | |
| <u>Activities Supported by Construction Levy</u> | | | | | |
| District Project Administration | | | -240,300.00 | | |
| District Permitting | | | -200,000.00 | | |
| 640th Ave Road Raise | | | -560,000.00 | | |
| Drainage System Cost Share (GCD #21) | | | -757,335.00 | | |
| Drainage System Cost Share (GCD #3) | | | -70,000.00 | | |
| Drainage System Cost Share (WCD #Sub-1) | | | -261,620.00 | | |
| Fivemile Creek | | | -30,000.00 | | |
| Mustinka River Corridor w/Grant County | | | -390,000.00 | | |
| Public Waters Permitting (WCD #25 & BdSWD No. 5) | | | -200,000.00 | | |
| Ring Dike Program | | | -50,000.00 | | |
| Samantha/Elbow and other OHWL | | | -5,000.00 | | |
| Twelvemile Creek | | | -100,500.00 | | |
| <u>Cash to use to write checks before bonding and grants (reimbursed eventually)</u> | | | <u>-1,000,000.00</u> | | |
| TOTAL | 5,031,655.99 | 1,080,000.00 | -3,624,455.00 | 2,487,200.99 | |
| <u>Redpath - (Using Rents Collected to Pay Cost Share)*</u> | | | | | |
| | 2,838,508.11 | 600,000.00 | -2,990,904.00 | 447,604.11 | We will have less than this amount on-hand, because we can't draw down the FHM w/o another appropriation. |



MINNESOTA WATERSHEDS

Connecting People. Protecting Water.

MEMORANDUM

DATE: October 29, 2024
TO: Watershed District and Watershed Management Organization Administrators
FROM: Jan Voit, Executive Director
CC: Minnesota Watersheds Board of Directors
Angie Obremski, Accountant
RE: 2025 Annual Membership Dues

As a non-profit organization that serves local governments, both rural and urban, that focus on water management on watershed boundaries, Minnesota Watersheds is a membership-driven organization. We greatly appreciate your membership in our organization.

Member services include regular communication regarding Minnesota Watersheds activities, as well as education and training opportunities at workshops, our legislative event, our summer tour, and our annual conference and trade show. We also provide lobbying services and are working with the Lockridge Grindal Nauen lobbying firm for the 2025 legislative session and beyond.

Please find attached a 2025 membership dues invoice and a spreadsheet that shows the amount due from each watershed district or watershed management organization in 2025. **The dues formula remains the same as in 2024.** Our bylaws state that the dues payable date is January 31 each year.

2025 MEMBERSHIP DUES

Dues Calculation = Estimated Market Value (EMV) x 0.00048 x 0.005, not to exceed cap

| | |
|---|----------------|
| 103D rural member | Cap = \$5,000 |
| 103D rural member with additional tax revenue options | Cap = \$7,500 |
| 103B metro WD member (EMV ≤ \$10B) | Cap = \$7,500 |
| 103B metro WD member (EMV ≥ \$10B) | Cap = \$12,500 |

**Minnesota Watersheds
c/o Obremski Ltd.
1005 Mainstreet
Hopkins, MN 55343**

PLEASE SEND PAYMENT DIRECTLY TO OUR ACCOUNTANT.

We cannot be successful without our members. We are grateful for your support. If you have questions or concerns, please don't hesitate to contact me. I can be reached at 507-822-0921 or jvoit@mnwatersheds.com.

We are stronger TOGETHER!

Enclosures:

- Dues invoice
- Member Services
- 2025 dues spreadsheet
- BWSR memo dated July 24, 2024 re: 2024 Estimated Market Values

PRESIDENT

Linda Vavra (Region 1)
Bois de Sioux WD
lvavra@fedtel.net
320-760-1774 | Term 2026

VICE PRESIDENT

Peter Fjestad (Region 1)
Buffalo Red River WD
pfjestad@prtcl.com
218-731-4630 | Term 2025

SECRETARY

Wanda Holker (Region 2)
Upper Minnesota WD
ewholker@fedtel.net
320-760-6093 | Term 2024

TREASURER

David Ziegler (Region 3)
Riley-Purgatory-Bluff Creek WD
david.ziegler@outlook.com
952-905-1889 | Term 2025

DIRECTORS

Gene Tiedemann (Region 1)
Red Lake WD
gtiedemann@rrv.net
218-289-3511 | Term 2024

Jeff Gertgen (Region 2)
Middle Fork Crow River WD
jlalaison@gmail.com
608-370-3934 | Term 2026

Brad Kramer (Region 2)
Shell Rock River WD
brad@provenioconsulting.com
507-369-6050 | Term 2025

Don Pereira (Region 3)
Valley Branch WD
dpereira@vbwd.org
651-968-9788 | Term 2024

Shaun Kennedy
Basset Creek WMC
skennedy@foodsysteminstitute.com
651-260-0916 | Term 2026

Jan Voit
Executive Director
jvoit@mnwatersheds.com
507-822-0921





INVOICE

Minnesota Watersheds

1005 Mainstreet
Hopkins, MN 55343
507-822-0921
jvoit@mnwatersheds.com

Invoice No : 100
Date : 10/29/2024

Name
Bois de Sioux Watershed District

| 2025 | Minnesota Watersheds | Dues | Line Total |
|------------|----------------------|------|-------------|
| Amount due | | | \$ 7,500.00 |

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|--------------|-------------|
| Subtotal | \$ 7,500.00 |
| TOTAL | \$ 7,500.00 |

Make all checks payable to Minnesota Watersheds.

THANK YOU FOR YOUR BUSINESS!

Member Services



**MINNESOTA
WATERSHEDS**
Connecting People. Protecting Water.

What is Minnesota Watersheds?

Minnesota Watersheds is a 501c(4) non-profit and membership based organization serving local governments that manage water on watershed boundaries rather than political boundaries. Members benefit from having an organization that **supports and advocates for leaders in watershed management** and works diligently to maximize the availability of tools and resources to **establish excellence and innovation** in member organizations.

Fortify the infrastructure to ensure reliable delivery of services



We maintain regular communication with our members to ensure they are informed of the latest watershed news including trainings they may find useful, changes to legislation that may impact them, and information to help them stay in compliance with governmental regulations and laws. **Strategic Plan efforts:** continued commitment to communication through newsletters and distributing meeting information, maintaining an up-to-date website, and consistently engaging committees.

Serve as a liaison to collaborate with statewide agencies and associations



We continue to maximize relationships with state agencies and associations as the best way to advance initiatives, especially with the legislature. **Strategic Plan efforts:** met regularly with Board of Water and Soil Resources and Minnesota Association of Watershed Administrators leadership and attended meetings with Local Government Water Roundtable staff.

Ensure strong legislative policies are in place for watershed management



Members drive the organization's policies through an annual resolutions process. From these resolutions, our Board of Directors sets each year's priorities. Our lobbyist works to influence political decisions on our behalf. **Strategic Plan efforts:** developed a legislative platform, secured legislative modernization of M.S. Chapter 103D, and hired a new lobbying team.

Enhance the skills of watershed district and watershed management organization boards



Every year, we provide members with opportunities to learn from other members and industry experts at our events. Training topics include watershed planning, permitting, flood control, education and outreach programs, innovative technologies, public relations, data collection and analysis, aquatic invasive species, drainage, governance, and leadership. **Strategic Plan efforts:** maintain our watershed handbook and provide training at events.

Build a watershed community that supports one another



The Board of Directors appreciates your watershed's support through attendance at the Legislative Day at the Capitol, Summer Tour, and Annual Conference. We value the opportunity to work with board members and staff at these events. We welcome your involvement in the Board of Directors and on our committees. This is **YOUR** organization. We look forward to serving you in the coming year. **Strategic Plan efforts:** share member services information and increase interaction with member organizations.

Coming together is a **beginning**; keeping together is **progress**; working together is **SUCCESS**.

- Henry Ford

Member Services



Our Members

| Region I | | |
|-----------------------------|-----------------------------|------------------------|
| Bois de Sioux | Buffalo-Red River | Cormorant Lakes |
| Joe River | Middle-Snake-Tamarac Rivers | Pelican River |
| Red Lake | Roseau River | Sand Hill River |
| Two Rivers | Warroad | Wild Rice |
| Region II | | |
| Buffalo Creek | Cedar River | Clearwater River |
| Crooked Creek | Heron Lake | High Island Creek |
| Kanaranzi-Little Rock | Lac qui Parle-Yellow Bank | Middle Fork Crow River |
| North Fork Crow River | Okabena-Ocheda | Shell Rock River |
| Turtle Creek | Upper Minnesota River | Yellow Medicine River |
| Region III | | |
| Bassett Creek WMC | Brown's Creek | Capitol Region |
| Carnelian Marine St. Croix | Comfort Lake-Forest Lake | Coon Creek |
| Minnehaha Creek | Mississippi WMO | Nine Mile Creek |
| Prior Lake Spring Lake | Ramsey-Washington Metro | Rice Creek |
| Riley-Purgatory-Bluff Creek | South Washington | Vadnais Lake Area WMO |
| Valley Branch | | |

Minnesota Watersheds offers opportunities to increase watershed management skills, build relationships, and develop partnerships with like-minded groups and organizations.

2025 Minnesota Watersheds Membership Dues

| WATERSHED DISTRICT | 2024 Estimated Market Values (EMV) | .048% EMV | x 0.005 | 2025 Dues |
|--|------------------------------------|--------------------|------------------|----------------|
| LOWER MINNESOTA RIVER | 15,305,048,900 | 7,346,423 | 36,732 | 12,500 |
| RILEY-PURGATORY-BLUFF CREEK | 20,710,259,500 | 9,940,925 | 49,705 | 12,500 |
| SOUTH WASHINGTON | 21,029,559,100 | 10,094,188 | 50,471 | 12,500 |
| RAMSEY-WASHINGTON METRO | 23,891,815,500 | 11,468,071 | 57,340 | 12,500 |
| COON CREEK | 24,424,365,800 | 11,723,696 | 58,618 | 12,500 |
| NINE MILE CREEK | 27,882,559,300 | 13,383,628 | 66,918 | 12,500 |
| CAPITOL REGION | 30,814,875,600 | 14,791,140 | 73,956 | 12,500 |
| RICE CREEK | 34,854,778,600 | 16,730,294 | 83,651 | 12,500 |
| MINNEHAHA CREEK | 76,039,742,300 | 36,499,076 | 182,495 | 12,500 |
| CARNELIAN MARINE ST. CROIX | 2,584,685,300 | 1,240,649 | 6,203 | 6,203 |
| BROWN'S CREEK | 3,004,131,300 | 1,441,983 | 7,210 | 7,210 |
| COMFORT LAKE - FOREST LAKE | 3,214,087,500 | 1,542,762 | 7,714 | 7,500 |
| PRIOR LAKE - SPRING LAKE | 6,345,112,700 | 3,045,654 | 15,228 | 7,500 |
| VALLEY BRANCH | 8,158,601,700 | 3,916,129 | 19,581 | 7,500 |
| JOE RIVER | 282,902,600 | 135,793 | 679 | 679 |
| ROSEAU RIVER | 1,186,753,200 | 569,642 | 2,848 | 2,848 |
| THE TWO RIVERS | 2,135,949,900 | 1,025,256 | 5,126 | 5,126 |
| SHELL ROCK RIVER | 2,941,346,200 | 1,411,846 | 7,059 | 7,059 |
| MIDDLE SNAKE TAMARAC RIVERS | 3,886,126,100 | 1,865,341 | 9,327 | 7,500 |
| WILD RICE | 5,656,472,500 | 2,715,107 | 13,576 | 7,500 |
| BOIS DE SIOUX | 5,741,851,600 | 2,756,089 | 13,780 | 7,500 |
| RED LAKE | 11,749,264,400 | 5,639,647 | 28,198 | 7,500 |
| SAUK RIVER | 12,683,604,400 | 6,088,130 | 30,441 | 7,500 |
| BEAR VALLEY | 311,473,200 | 149,507 | 748 | 748 |
| CROOKED CREEK | 515,086,800 | 247,242 | 1,236 | 1,236 |
| BELLE CREEK | 542,064,100 | 260,191 | 1,301 | 1,301 |
| WARROAD | 616,404,100 | 295,874 | 1,479 | 1,479 |
| STOCKTON-ROLLINGSTONE WS | 719,615,200 | 345,415 | 1,727 | 1,727 |
| CORMORANT LAKES | 987,758,700 | 474,124 | 2,371 | 2,371 |
| OKABENA-OCHEDA | 1,476,416,800 | 708,680 | 3,543 | 3,543 |
| SAND HILL RIVER | 1,613,634,300 | 774,544 | 3,873 | 3,873 |
| TURTLE CREEK | 1,785,764,200 | 857,167 | 4,286 | 4,286 |
| HIGH ISLAND | 1,863,578,300 | 894,518 | 4,473 | 4,473 |
| UPPER MINNESOTA RIVER | 1,889,315,500 | 906,871 | 4,534 | 4,534 |
| NORTH FORK CROW RIVER | 2,187,673,000 | 1,050,083 | 5,250 | 5,000 |
| MIDDLE FORK CROW RIVER | 2,681,271,500 | 1,287,010 | 6,435 | 5,000 |
| CLEARWATER RIVER | 2,684,990,500 | 1,288,795 | 6,444 | 5,000 |
| KANARANZI-LITTLE ROCK | 2,697,762,200 | 1,294,926 | 6,475 | 5,000 |
| PELICAN RIVER | 3,411,723,800 | 1,637,627 | 8,188 | 5,000 |
| BUFFALO CREEK | 3,677,321,700 | 1,765,114 | 8,826 | 5,000 |
| HERON LAKE | 3,817,492,200 | 1,832,396 | 9,162 | 5,000 |
| YELLOW MEDICINE RIVER | 3,978,668,000 | 1,909,761 | 9,549 | 5,000 |
| LAC QUI PARLE-YELLOW BANK | 4,193,572,200 | 2,012,915 | 10,065 | 5,000 |
| CEDAR RIVER | 4,728,314,400 | 2,269,591 | 11,348 | 5,000 |
| BUFFALO-RED RIVER | 12,253,917,100 | 5,881,880 | 29,409 | 5,000 |
| Watershed Management Organizations (WMOs) | | | | |
| Bassett Creek WMC | 14,409,438,000 | 6,916,530 | 34,583 | 7,500 |
| Mississippi WMO | 34,094,634,023 | 16,365,424 | 81,827 | 7,500 |
| Vadnais Lakes Area WMO | 5,568,461,800 | 2,672,862 | 13,364 | 7,500 |
| New MWO members - 1st year \$500 | 0 | 0 | 0 | 0 |
| TOTALS | 457,230,245,623 | 219,470,518 | 1,097,353 | 308,697 |

Notes:

Dues Calculation = Estimated Market Values x 0.00048 x 0.005, not to exceed cap
For Greater MN; x 0.00096 x 0.005, not to exceed cap

| |
|--|
| 103B metro WD member (EMV≥\$10B): Cap = \$12,500 |
| 103B metro WD member (EMV<\$10B): Cap = \$7,500 |
| 103D rural member with additional tax revenue options: Cap = \$7,500 |
| 103D rural member: Cap = \$5,000 |
| WMO dues remain unchanged from the 2024 rate |

Source of 2024 WD Estimated Market Values: See included BWSR Memorandum, July 24, 2024
Source of 2024 WMO Estimated Market Values - same values used for 2021 dues calculation
For more information, contact Jan Voit at 507-822-0921 or jvoit@mnwatersheds.com



Memo

Date: July 24, 2024

To: Watershed District Administrators and Managers

From: Melissa King, Tribal Liaison

Cc: Jan Voit, Minnesota Watersheds
Rob Sip, Red River Watershed Management Board
BWSR: John Jaschke, Andrea Fish, Justin Hanson, Dave Weirens, Amie Wunderlich, Regional Operations Staff

RE: 2024 Estimated Taxable Market Values for Watershed Districts

Please find attached a table containing the recently released total estimate market values for 2024 from the Minnesota Department of Revenue.

Session law changes enacted during the 2023 regular session effected the calculation of and increased the annual maximum general fund tax levy for a watershed district ([Minn. Stat. § 103D.905, Subd. 3](#)). The session law changes are effective beginning with the 2024 assessment year and thereafter. To calculate the annual maximum general fund tax levy for a particular watershed district:

- Multiply the estimated market value listed in the enclosed table for the watershed district by 0.096 percent (0.00096)
- Compare that calculated value to the maximum general fund levy limit of \$500,000
- Use whichever value is less

Please contact me at melissa.king@state.mn.us or 651.350.8845 with any questions.

Attachment: Taxes Payable 2024 Estimated & Taxable Market Values for Watershed Districts in Minnesota

TAXES PAYABLE 2024**ESTIMATED & TAXABLE MARKET VALUES (EMV) FOR WATERSHEDS DISTRICTS IN MINNESOTA**

| Watershed Code | Watershed Name | Total EMV |
|-----------------------|---|-------------------|
| 001 | Bear Valley Watershed District | \$ 311,473,200 |
| 002 | Cedar River Watershed District | \$ 4,728,314,400 |
| 003 | Belle Creek Watershed District | \$ 542,064,100 |
| 005 | Buffalo Creek Watershed District | \$ 3,677,321,700 |
| 007 | Buffalo-Red River Watershed District | \$ 12,253,917,100 |
| 008 | North Fork Crow River Watershed District | \$ 2,187,673,000 |
| 009 | Clearwater River Watershed District | \$ 2,684,990,500 |
| 010 | Carnelian-Marine-St. Croix Watershed District | \$ 2,584,685,300 |
| 013 | Coon Creek Watershed District | \$ 24,424,365,800 |
| 014 | South Washington Watershed District | \$ 21,029,559,100 |
| 015 | Cormorant Lakes Watershed District | \$ 987,758,700 |
| 016 | Crooked Creek Watershed District | \$ 515,086,800 |
| 018 | High Island Watershed District | \$ 1,863,578,300 |
| 020 | Joe River Watershed District | \$ 282,902,600 |
| 021 | Kanaranzi-Little Rock Watershed District | \$ 2,697,762,200 |
| 022 | Lac qui Parle-Yellow Bank Watershed District | \$ 4,193,572,200 |
| 024 | Heron Lake Watershed District | \$ 3,817,492,200 |
| 026 | Middle-Snake-Tamarac Rivers Watershed District | \$ 3,886,126,100 |
| 028 | Okabena-Ocheda Watershed District | \$ 1,476,416,800 |
| 030 | Pelican River Watershed District | \$ 3,411,723,800 |
| 031 | Bois De Sioux Watershed District | \$ 5,741,851,600 |
| 032 | Prior Lake-Spring Lake Watershed District | \$ 6,345,112,700 |
| 034 | Ramsey-Washington Metropolitan Watershed District | \$ 23,891,815,500 |
| 036 | Red Lake Watershed District | \$ 11,749,264,400 |
| 038 | Rice Creek Watershed District | \$ 34,854,778,600 |
| 040 | Roseau River Watershed District | \$ 1,186,753,200 |
| 042 | Sand Hill Watershed District | \$ 1,613,634,300 |
| 043 | Sauk River Watershed District | \$ 12,683,604,400 |
| 044 | Stockton-Rollingstone-Minnesota City Watershed District | \$ 719,615,200 |
| 048 | Turtle Creek Watershed District | \$ 1,785,764,200 |
| 050 | The Two Rivers Watershed District | \$ 2,135,949,900 |
| 052 | Upper Minnesota River Watershed District | \$ 1,889,315,500 |
| 054 | Valley Branch Watershed District | \$ 8,158,601,700 |
| 056 | Warroad Watershed District | \$ 616,404,100 |
| 058 | Nine Mile Creek Watershed District | \$ 27,882,559,300 |
| 060 | Lower Minnesota River Watershed District | \$ 15,305,048,900 |
| 062 | Minnehaha Creek Watershed District | \$ 76,039,742,300 |
| 064 | Riley-Purgatory-Bluff Creek Watershed District | \$ 20,710,259,500 |
| 066 | Wild Rice Watershed District | \$ 5,656,472,500 |
| 068 | Yellow Medicine River Watershed District | \$ 3,978,668,000 |
| 069 | Browns Creek Watershed District | \$ 3,004,131,300 |
| 070 | Capitol Region Watershed District | \$ 30,814,875,600 |
| 071 | Comfort Lake-Forest Lake Watershed District | \$ 3,214,087,500 |
| 073 | Shell Rock River Watershed District | \$ 2,941,346,200 |
| 074 | Middle Fork-Crow River Watershed District | \$ 2,681,271,500 |

SOURCE: Minnesota Department of Revenue 2024 PRISM SUBMISSION #3 - FINAL ASSESSMENT AND TAXATION

Resolutions Committee Meeting



**MINNESOTA
WATERSHEDS**
Connecting People. Protecting Water.

DATE: October 8, 2024
TO: Minnesota Watersheds Board of Directors
FROM: Linda Vavra and Jamie Beyer, Resolutions Committee Co-Chairs
RE: Resolutions Committee Recommendations

The Resolutions Committee met on October 8 to review and discuss the resolutions submitted by Minnesota Watersheds members. Their recommendations are as follows.

Resolutions Committee Recommendations

| # | Resolution Title | Committee Recommendation |
|----|--|---|
| 1 | Regulatory Approaches to Reducing Chloride Contamination | Recommends adoption |
| 2 | Allowing Alternative Notice of Watershed District Proceedings by Publication on District's Website | Recommends adoption |
| 3 | Providing for Watershed Management Organization Representative on Wetland Technical Evaluation Panels in Seven-County Metropolitan Area | Recommends adoption as amended |
| 4 | Seeking the Ability to Allow Resale of Acquisition Buyout Property | Recommends adoption |
| 5 | Seeking the DNR to Establish a "Comprehensive Guideline for Calcareous Fen Management" | Recommends adoption |
| 6 | Seeking Clarification of the Statutory and Rule Language Regarding the Alteration of Calcareous Fens | No recommendation, more research needed |
| 7 | Seeking the DNR to Adopt a Program to Incentivize Calcareous Fen Management on Private Lands | Recommends adoption |
| 8 | Seeking the Removal of the Water Resource Enforcement Officer | No recommendation, more research needed |
| 9 | Seeking Identification of Calcareous Fens on All State Wetlands by December 31, 2030 | No recommendation, more research needed |
| 10 | Seeking a Formal Process to Distribute a Complete List of Calcareous Fens Annually | Recommends adoption |
| 11 | Seeking Regular Reevaluation of the Designated Species List | No recommendation, more research needed |
| 12 | Seeking the Development of a Calcareous Fen Work Group | No recommendation, more research needed |
| 13 | Requesting Minnesota Watersheds Support to Request New Legislation to Set Permit Review Time Limits upon the Department of Natural Resources | Recommends adoption |

All related to calcereous fens

BACKGROUND INFORMATION ON MINNESOTA WATERSHEDS

RESOLUTION 2024-01

Resolution to Develop Regulatory Approaches to Reducing Chloride Contamination

Proposing District: Nine Mile Creek Watershed District
Contact Name: Erica Sniegowski, Administrator
Phone Number: 952-358-2276
Email Address: esniegowski@ninemilecreek.org

Background that led to submission of this resolution:

Overuse of chloride compounds (primarily for removal of snow and ice from roads, parking lots and sidewalks) is degrading lakes, creeks, and wetlands in the metropolitan Twin Cities area and throughout Minnesota. The Minnesota Pollution Control Agency has designated 68 impairments in 42 waterbodies in the state – numbers that are steadily increasing. Salt persists in the environment, making chloride contamination one of the most pressing concerns in watershed management; reduction in the amount used is critical.

Ideas for how this issue could be solved:

For several years, Minnesota Watersheds and others have pursued an incentive-based approach to reducing chloride use by supporting legislation that would provide a liability limitation for property owners and maintenance companies who are certified by the Minnesota Pollution Control Agency as applicators trained to apply the correct amount of salt to achieve safe surface conditions and who document their practice of protective low-salt maintenance techniques. During the 2024 session, Minnesota Watersheds worked with several metro-area watersheds to secure the endorsement of the Minnesota Center for Environmental Advocacy, Freshwater Society, Minnesota Association for Justice (which represents trial lawyers) and Stop Over Salting on a legislative approach that provided owners and applicators with protection to the extent of negligence. The Minnesota Nursery and Landscape Association, which represents property-maintenance providers, would not join the coalition, arguing for a bill that provided more extensive liability protection, less frequent training and certification, and looser trainer controls. The trial lawyers' lobbyist has indicated they would strongly oppose the more extensive liability protection; in addition, allowing for protection when a provider is in fact negligent is contrary to sound public policy.

Nine Mile Creek Watershed District (NMCWD) reasons that regulatory approaches to reducing salt use must be developed. The proper vehicle for such an approach – state, county, city, watershed organization – has yet to be determined; multiple options can and should be explored.

Efforts to solve the problem:

NMCWD and other watershed organizations have conducted and sponsored training in smart-salting practices and other efforts to reduce chloride use (and resultant contamination). NMCWD and others have actively supported the incentive-based legislative approach discussed above, and have communicated with legislators, county commissioners, city staff, and numerous others on the impacts of chlorides on water resources. In addition, NMCWD and a few others have already adopted rule provisions that require permit applicants to include chloride best practices in stormwater-management plans. Initial conversations about chloride have taken place, but concerted efforts have yet to commence.

Anticipated support or opposition:

Minnesota Nursery and Landscape Association is likely to oppose any regulatory approach. Property owners likely will oppose any approach that applies directly to them. Many cities and counties will likely support a regulatory approach, but some may argue that they lack the resources to implement regulatory approaches such as licensing salt applicators if that is the approach taken.

This issue (check all that apply):

| | | | |
|---------------------------------|---------------|---------------------------------|---------------|
| Applies only to our district: | _____ | Requires legislative action: | _____ |
| Applies only to 1 or 2 regions: | _____ | Requires state agency advocacy: | _____ X _____ |
| Applies to the entire state: | _____ X _____ | Impacts MW bylaws or MOPP: | _____ |

MINNESOTA WATERSHEDS RESOLUTION 2024-01

Resolution to Develop Regulatory Approaches to Reducing Chloride Contamination

WHEREAS, chloride contamination of the state’s water resources has been identified not only in urban waters, but in waters throughout the state; and

WHEREAS, the Minnesota Pollution Control Agency has designated 68 impairments for chlorides in 42 waterbodies in the state; and

WHEREAS, the Twin Cities Metro Area Chloride Management Plan and Total Maximum Daily Load studies on Nine Mile Creek and Shingle Creek have indicated that the largest chloride source to our lakes and streams is the application of chloride compounds on roads, parking lots, sidewalks, and other hard surfaces for winter maintenance practices; and

WHEREAS, Minnesota Watersheds and its allies have advocated for and continue to support enactment of state law that provides limited liability protection to commercial salt applicators and property owners using salt applicators who are certified through the established state salt-applicator certification program and follow best management practices, but such efforts have failed so far to result in adoption of new law; and

WHEREAS, chlorides are a metal, and once deposited in a water body do not degrade, making prevention critical; and

WHEREAS, a few watershed organizations in Minnesota have developed, adopted, and implemented regulatory approaches to reduce chloride use and contamination, charting one path forward for such efforts.

NOW, THEREFORE, BE IT RESOLVED that Minnesota Watersheds supports development, adoption, and implementation of regulatory approaches to reducing chloride contamination in waters of the state.

Notes: Committee recommends adoption.

BACKGROUND INFORMATION ON MINNESOTA WATERSHEDS

RESOLUTION 2024-02

Resolution Allowing Alternative Notice of Watershed District Proceedings by Publication on the District's Website

Proposing District: Riley Purgatory Bluff Creek Watershed District
Contact Name: Terry Jeffery, Administrator
Phone Number: 952-607-6512
Email Address: tjeffery@rpbcwd.org

Background that led to submission of this resolution:

Minnesota Statutes chapter 103D, known as the Watershed Law, requires notice by publication in a local newspaper for various watershed district proceedings, specifically publication in a legal newspaper published in the counties affected by the watershed district; such proceedings include boundary changes, changing the district's principal place of business, consideration of ordering projects, and annual budget and tax levy. Notice by publication is one notice requirement in addition to mailed notice requirements. Some watershed districts are finding it increasingly difficult to publish notice in local newspapers because many have ceased publication. In an age of search engines and electronic communications, more citizens are likely to learn about watershed district proceedings through the internet than through publication in a legal newspaper.

Ideas for how this issue could be solved:

An alternative to publication in a newspaper is publication on the watershed district's web site. For example, Minnesota Statutes section 103E.806, subdivision 3 provides that notice of a hearing on partial abandonment of a drainage system by mail to the owners of all property benefited by the drainage system, and either in a newspaper of general circulation within the affected drainage area or by publication on a website of the drainage authority.

Efforts to solve the problem:

Until there is a legal alternative, the only option is to publish in the newspapers that are still in business, often at increased prices.

Anticipated support or opposition:

This is an issue that may find growing support among other local units of government with publication requirements. Newspapers will likely not be supportive of decreased revenue from legal notice publications.

This issue (check all that apply):

| | | | |
|---------------------------------|---------------|---------------------------------|---------------|
| Applies only to our district: | _____ | Requires legislative action: | _____ X _____ |
| Applies only to 1 or 2 regions: | _____ | Requires state agency advocacy: | _____ |
| Applies to the entire state: | _____ X _____ | Impacts MW bylaws or MOPP: | _____ |

MINNESOTA WATERSHEDS RESOLUTION 2024-02

Resolution Allowing Alternative Notice of Watershed District Proceedings by Publication on the District's Website

WHEREAS, Minnesota Statutes chapter 103D, known as the Watershed Law, requires notice by publication in a local newspaper for various watershed district proceedings, specifically publication in a legal newspaper published in the counties affected by the watershed district; such proceedings include boundary changes, changing the district's principal place of business, consideration of ordering projects, and public hearings on the district's annual budget and tax levy; and

WHEREAS, notice by publication is one notice requirement in addition to mailed notice requirements; and

WHEREAS, some watershed districts are finding it increasingly difficult to publish notice in local newspapers because many have ceased publication; and

WHEREAS, an alternative to publication in a newspaper is publication on the watershed district's web site; for example, Minnesota Statutes section 103E.806, subdivision 3 provides that notice of a hearing on partial abandonment of a drainage system by mail to the owners of all property benefited by the drainage system, and *either* in a newspaper of general circulation within the affected drainage area *or* by publication on a website of the drainage authority.

NOW, THEREFORE, BE IT RESOLVED that Minnesota Watersheds supports amending the Watershed Law to provide for publication on a watershed district's website as an alternative to publication in a legal newspaper.

Notes: Committee recommends adoption.

BACKGROUND INFORMATION ON MINNESOTA WATERSHEDS

RESOLUTION 2024-03

Resolution Providing for Watershed Management Organization Representative on Wetland Technical Evaluation Panels ~~in Seven-County Metropolitan Area~~

Proposing District: Riley Purgatory Bluff Creek Watershed District
Contact Name: Terry Jeffery, Administrator
Phone Number: 952-607-6512
Email Address: tjeffery@rpbcwd.org

Background that led to submission of this resolution:

Minnesota Statutes section 103G.2242, subdivision 2 provides for Technical Evaluation Panels to address questions concerning the public value, location, size, or type of a wetland under the Wetland Conservation Act (WCA). Pursuant to this statute, a Technical Evaluation Panel (TEP) “shall be composed of a technical professional employee of the board, a technical professional employee of the local soil and water conservation district or districts, a technical professional with expertise in water resources management appointed by the local government unit (LGU), and a technical professional employee of the Department of Natural Resources for projects affecting public waters or wetlands adjacent to public waters.” Watershed management organizations may serve as the “local government unit” under WCA, but in many cases local municipalities elect to serve as the WCA LGU, which means there is no watershed management organization representation on the TEP.

Ideas for how this issue could be solved:

Amend Minnesota Statutes section 103G.2242, subdivision 2 to include a watershed management organization representative on TEPs that are convened within the seven-county metropolitan area. (This provision could easily be expanded to cover the entire state if watershed districts outside the metropolitan area so desire.)*

Efforts to solve the problem:

TEPs will often contact the watershed management organization for comments, but they are not required to do so, and the watershed management organization is not currently a voting member of the TEP when the municipality is the WCA LGU.

Anticipated support or opposition from other governmental units?

Support will vary depending upon the audience. Numerous LGUs appreciate having a member that represents the watershed district while many may feel this is an attempt to usurp WCA administration from them. Metropolitan area watershed districts typically have someone knowledgeable in WCA but may feel this is added responsibility.

This issue (check all that apply):

| | | | |
|---------------------------------|----------------|---------------------------------|---------------|
| Applies only to our district: | _____ | Requires legislative action: | _____ X _____ |
| Applies only to 1 or 2 regions: | _____ X* _____ | Requires state agency advocacy: | _____ |
| Applies to the entire state: | _____ X* _____ | Impacts MW bylaws or MOPP: | _____ |

MINNESOTA WATERSHEDS RESOLUTION 2024-03

Resolution Providing for Watershed Management Organization Representative on Wetland Technical Evaluation Panels ~~in Seven-County Metropolitan Area~~

WHEREAS, Minnesota Statutes section 103G.2242, subdivision 2 provides for Technical Evaluation Panels to address questions concerning the public value, location, size, or type of a wetland under the Wetland Conservation Act (WCA); and

WHEREAS, pursuant to this statute, a Technical Evaluation Panel (TEP) “shall be composed of a technical professional employee of the board, a technical professional employee of the local soil and water conservation district or districts, a technical professional with expertise in water resources management appointed by the local government unit (LGU), and a technical professional employee of the Department of Natural Resources for projects affecting public waters or wetlands adjacent to public waters;” and

WHEREAS, watershed management organizations may serve as the “local government unit” under WCA, but in many cases local municipalities elect to serve as the WCA LGU, which means there is no watershed management organization representation on the TEP; and

WHEREAS, watershed management organizations in the seven-county metropolitan area are required to develop watershed management plans that include an inventory of surface water resources including wetlands, establish goals for wetland management that recognize the fundamental relationship between wetland management and land use, and many metropolitan watershed management organizations have undertaken detailed wetland inventories and assessments of their function and value to develop local wetland management controls with maps or inventories of wetlands, existing comprehensive wetland protection and management plans, descriptions of existing local wetland banking programs, and procedures used in determining replacement of wetland functions and values for evaluating wetland replacement proposals; and

WHEREAS, metropolitan watershed management organizations typically have technical professionals with expertise in water resources management generally and wetlands management specifically.

NOW, THEREFORE, BE IT RESOLVED that Minnesota Watersheds supports amendment of Minnesota Statutes section 103G.2242, subdivision 2 to include a watershed management organization representative on TEPs that are convened ~~within the seven-county metropolitan area~~ in cases where the organization is not the WCA LGU.

Notes: Committee recommends adoption as amended.

BACKGROUND INFORMATION ON MINNESOTA WATERSHEDS

RESOLUTION 2024-04

Resolution Seeking the Ability to Allow Resale of Acquisition Buyout Property

Proposing District: Wild Rice Watershed District
Contact Name: Tara Jensen, Administrator
Phone Number: 218-784-5501
Email Address: tara@wildricewatershed.org

Background that led to the submission of this resolution:

Buyout properties are allowed to be gifted to another government entity but not allowed to be sold to private individuals and put back on the tax rolls and into private ownership with restriction of future construction on the property.

When real property is acquired by a Local Governmental Unit (LGU) regarding a flood buyout, the property goes off the tax rolls for the county and, per FEMA requirements, cannot be resold except to a public entity or to a qualified conservation organization. See "The Stafford Act, 42 U.S.C. 5121 et seq., Hazard Mitigation Grant Program, and FEMA Model Deed Restrictions at Exhibit A. WRWD desires the FEMA requirements/model deed restrictions be amended to permit either the conveyance to a public entity or to a qualified conservation organization of the acquired interest, or alternatively a resale by an LGU of acquired real property to private taxpayers - subject to the FEMA Model Deed Restrictions (excepting re: a sale to a private party).

Ideas for how this issue could be solved:

Changes in FEMA regulations to allow property to be transferred back into private ownership, lessening government expense long term for maintenance of the property. Although it cannot be constructed on, it is a good open space for parties interested.

If LGUs were allowed to sell the flood buyout property(ies) to private taxpayers, the property would go back on the local tax rolls, thereby benefiting the local (especially) county. Any sale by the LGU could provide for the net sale proceeds to be paid back to FEMA and any sale would remain subject to the FEMA Model Deed Restrictions at Exhibit A. All the remaining restrictions/covenants contained in the FEMA Model Deed Restrictions would continue to apply to the private party.

Efforts to solve the problem:

The Wild Rice Watershed District has requested federal legislators address this issue in the past, but to date nothing has come of those requests.

Anticipated support or opposition:

Most LGUs would likely support being allowed to sell flood buyout property to private taxpayers, subject to the FEMA Model Deed Restrictions. It is unknown whether FEMA would oppose.

This issue (check all that apply):

| | | | |
|---------------------------------|---------------|---------------------------------|---------------|
| Applies only to our district: | _____ | Requires legislative action: | _____ X _____ |
| Applies only to 1 or 2 regions: | _____ | Requires state agency advocacy: | _____ |
| Applies to the entire state: | _____ X _____ | Impacts MW bylaws or MOPP: | _____ |

MINNESOTA WATERSHEDS RESOLUTION 2024-04

Resolution Seeking the Ability to Allow Resale of Acquisition Buyout Property

WHEREAS, when a LGU acquires real property as part of a flood buyout, such property goes off the county tax rolls and per FEMA deed restrictions, can be resold only to a public entity or qualified conservation organization (See Exhibit A attached re: FEMA Model Deed Restrictions); and

WHEREAS, flooding also has severe and repeated impacts to water quality from erosion, sedimentation, nutrient loading, raw sewage discharges, and chemical spillage; and

WHEREAS, real property acquired by a flood buyout, but resold to a private taxpayer subject to the FEMA Model Deed Restrictions would be beneficial to the county as such property would be back on the tax rolls, and such resale would reduce maintenance obligations by the LGU re the flood buyout property, plus the property would continue to be subject to the remaining FEMA restrictions/covenants as stated in Exhibit A; and

WHEREAS, the Wild Rice Watershed District Board of Managers desires Minnesota Watersheds pass a resolution supporting federal legislation to allow either the conveyance of flood acquisition property by an LGU to a public entity or to a qualified conservation organization, or alternatively allow resale of flood acquisition buyout real estate by an LGU to a private party, subject to the remaining FEMA Model Deed Restrictions as stated in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that Minnesota Watersheds seeks federal legislation to allow the conveyance by an LGU of flood acquisition buyout real estate to a public entity or to a qualified conservation organization, or alternatively a resale to a private taxpayer, subject to the FEMA Model Deed Restrictions as stated in Exhibit A.

Notes: Committee recommends adoption.

Exhibit "A"
FEMA Model Deed Restrictions

In reference to the property or properties ("Property") conveyed by the Deed between _____
(marital status), participating in the federally-assisted acquisition
project ("the Grantor") and _____, ("the Grantee"), its successors
and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the _____ has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated _____ with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in _____ County, and _____ County participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the _____, acting by and through the _____, has applied for and been awarded federal funds pursuant to an agreement with Minnesota dated _____ ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values.

NOW, THEREFORE, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the “Stafford Act” program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

- i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
- ii. A public rest room; or
- iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph:

- i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
- ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.
- iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including

the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
- iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on July 1, the Grantee (_____), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (_____), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

- a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation:
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
 - b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
 - c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Signed by Grantors and Grantee, witnesses and notarization in accordance with local law.

Date: _____
Grantor,

Date: _____
Grantor,

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
_____, (marital status), Grantor(s).

(NOTARIAL STAMP/SEAL)

NOTARY PUBLIC
My Commission Expires: _____

Date _____ Grantee, _____
By: _____
_____ Its _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
_____, the _____ of the _____
_____, Grantee.

(NOTARIAL STAMP/SEAL)

NOTARY PUBLIC
My Commission Expires: _____

This instrument drafted by:

BACKGROUND INFORMATION ON MINNESOTA WATERSHEDS

RESOLUTION 2024-05

Resolution Seeking the DNR to Establish a “Comprehensive Guideline for Calcareous Fen Management”

Proposing District: Middle Snake Tamarac Rivers Watershed District
Contact Name: Morteza Maher, District Administrator
Phone Number: 218-230-5703
Email Address: morteza.maher@mstrwd.org

Background that led to the submission of this resolution:

Middle-Snake-Tamarac Rivers Watershed District (MSTRWD) proposes that the rare natural communities/Calcareous Fen-related statutes and rules be streamlined so that early RNC screening can eliminate waste of public funds.

In 2016, MSTRWD began the project work team (PWT) process (a process under the 1998 Mediation agreement) on a capital project that was eventually referred to as Lilac Ridge. From the outset, the project’s PWT involved representatives from the DNR. During the process, the DNR indirectly stated some concerns about the wetlands in the area but did not mention anything about the presence of Calcareous Fen (which is protected under Minn. Stat. § 103G.223). In December of 2020, USACE under Concurrence Point 3, reviewed alternatives analysis and accepted that the selected alternative was the “Least Environmentally Damaging Practicable Alternative” (LEDPA). By then, the preliminary engineering was mostly done, the PWT process was wrapping up, and the USACE’s LEDPA determination triggered the project to move to the EAW process.

In response to the initiation of the EAW process, in July of 2021 the DNR provided a writing that suggested the potential of the existence of Calcareous Fen within the project footprint. (The document did not mention the Calcareous Fen by name, but instead referred to the potential for various types of fens, and only indirectly mentioned the ground water and minerals that feed some kinds of Calcareous Fens).

Knowing the designation of Calcareous Fen as protected, at this point MSTRWD started direct communication with DNR. In subsequent contacts, it was revealed that the DNR believed there was a high likelihood that Calcareous Fen would be found within the footprint of the planned project. Therefore, MSTRWD requested that the DNR make a prompt, solid determination regarding the existence of Calcareous Fen on the site before the district expended further funds and time on the project. In response, the DNR informed the district that it lacked staff to perform such a determination and could not accommodate the district’s request but suggested that the district could hire an outside consultant to perform the same.

In response, the district retained a consultant to investigate the site and through coordination with DNR the consultant provided a report. Following submission of the report to the DNR, the agency insisted that it needed to send its experts to the site and confirm the findings of the report. This confirmation process took three more site visits (close to a whole year) due to snow on the ground and staff shortage. Eventually DNR provided a formal letter stating that the area has Calcareous Fen.

The report from the district’s consultant did note that the quality of the Calcareous Fen on the site was not high. Since the Calcareous Fen quality based on the third party’s report was not high, with the help of relevant professionals, MSTRWD developed solutions and proposed them to the DNR. In response, the DNR questioned the solutions by offering hypothetical risks. The agency’s type of reaction caused MSTRWD to halt the project officially in 2024.

As of this writing, over \$800,000 in taxpayer funds was wasted on this proposed project.

MSTRWD is attempting to collect lessons learned from this project to share with the other interested parties and to apply in future projects. In the past, representatives from the DNR have declared an interest in any chance for improvement of the DNR’s processes. MSTRWD has started a review of the statutes and rules related to RNC’s, Calcareous Fens, and the disclosure of the existence and location of the same.

Ideas for how this issue could be solved:

In each of the resolutions 2024-05 to 2024-12, suggestions are provided.

Efforts to solve the problem:

MSTRWD has tried to utilize the Flood Damage Reduction Work Group processes to work with DNR on the Lilac Ridge Project specifically. However, after the project stoppage and through the collection of lessons learned process, MSTRWD figured the issue stems from deeper roots and perhaps is not project specific nor it relates to one specific group or Commissioner’s time. The issue roots back into incremental either statutory changes through “Rules” that happened in the past perhaps on a good faith, lack of clarity of some, or time effect on getting by on things that can be addressed otherwise. Due to its importance and with the hope that this doesn’t happen to any other project again, MSTRWD believes this should be addressed in the Statute with a reporting/ accountability creation to it. So, it will not become routine again. In small scale, some concerns were shared with the DNR’s NW Region authorities and steps were taken to address them within DNR internally.

Anticipated support or opposition:

In general, all Calcareous Fen Related Stakeholders including the DNR, project Sponsors, and landowners should be onboard with the proposed resolutions as they are meant to be fair, balanced and inclusive. Even the Environmental group should get onboard as the suggested solutions to safeguard the RNCs is more reliable and sustainable than the current method of enforcement and use of coercive power only.

This issue (check all that apply):

| | | | |
|---------------------------------|-------------|---------------------------------|-------------|
| Applies only to our district: | _____ | Requires legislative action: | _____X_____ |
| Applies only to 1 or 2 regions: | _____ | Requires state agency advocacy: | _____ |
| Applies to the entire state: | _____X_____ | Impacts MW bylaws or MOPP: | _____ |

MINNESOTA WATERSHEDS RESOLUTION 2024-05

Resolution Seeking the DNR to Establish a “Comprehensive Guideline for Calcareous Fen Management”

WHEREAS, some of the stated purposes of government pursuant to Minn. Stat. § 14.001 are to:

- “(2) to increase public accountability of administrative agencies;
- (3) to ensure a uniform minimum procedure;
- (4) to increase public access to governmental information;
- (5) to increase public participation in the formulation of administrative rules;
- (6) to increase the fairness of agencies in their conduct of contested case proceedings; and
- (7) to simplify the process of judicial review of agency action as well as increase its ease and availability,”

and to “strike a fair balance between these purposes and the need for efficient, economical, and effective government administration;” and,

WHEREAS, it is apparent that the DNR does not have any plan to improve the identified Calcareous Fens as currently identified, but rather intends to leave them to nature, which is essentially leaving this state asset to chance for its survival to degrade or improve naturally; and,

WHEREAS, under Minn. Stat. § 84.027, Subd. 14, it is part of the DNR’s mission that “within the department's resources the commissioner shall endeavor to: (1) prevent the waste or unnecessary spending of public money;” and,

WHEREAS, under Minn. Rule 8420.0935, the commissioner “must provide technical assistance to landowners or project sponsors in the development of management plans;” and

WHEREAS, under Minn. Stat. § 84.0895, Subd. 5. (a), “[N]otwithstanding any other law, the commissioner may undertake management programs, issue orders, and adopt rules necessary to bring a resident species of wild animal or plant that has been designated as threatened or endangered to a point at which it is no longer threatened or endangered;” and,

WHEREAS, based upon the DNR’s involvement in the Lilac Ridge project, it is clear that the agency sees its role to be that of the reviewer of the plan rather than technically assisting with development of the plan.

NOW, THEREFORE, BE IT RESOLVED that Minnesota Watersheds supports DNR establishing a “Comprehensive Guide for Calcareous Fen Management” as a tool for project proposers to analyze a project’s feasibility or cost effectiveness.

Notes: Committee recommends adoption.

BACKGROUND INFORMATION ON MINNESOTA WATERSHEDS

RESOLUTION 2024-06

Resolution Seeking Clarification of the Statutory and Rule Language Regarding the Alteration of Calcareous Fens

Proposing District: Middle Snake Tamarac Rivers Watershed District
Contact Name: Morteza Maher, District Administrator
Phone Number: 218-230-5703
Email Address: morteza.maher@mstrwd.org

Background that led to the submission of this resolution:

Middle-Snake-Tamarac Rivers Watershed District (MSTRWD) proposes that the rare natural communities/Calcareous Fen-related statutes and rules be streamlined so that early RNC screening can eliminate waste of public funds.

In 2016, MSTRWD began the project work team (PWT) process (a process under the 1998 Mediation agreement) on a capital project that was eventually referred to as Lilac Ridge. From the outset, the project's PWT involved representatives from the DNR. During the process, the DNR indirectly stated some concerns about the wetlands in the area but did not mention anything about the presence of Calcareous Fen (which is protected under Minn. Stat. § 103G.223). In December of 2020, USACE under Concurrence Point 3, reviewed alternatives analysis and accepted that the selected alternative was the "Least Environmentally Damaging Practicable Alternative" (LEDPA). By then, the preliminary engineering was mostly done, the PWT process was wrapping up, and the USACE's LEDPA determination triggered the project to move to the EAW process.

In response to the initiation of the EAW process, in July of 2021 the DNR provided a writing that suggested the potential of the existence of Calcareous Fen within the project footprint. (The document did not mention the Calcareous Fen by name, but instead referred to the potential for various types of fens, and only indirectly mentioned the ground water and minerals that feed some kinds of Calcareous Fens).

Knowing the designation of Calcareous Fen as protected, at this point MSTRWD started direct communication with DNR. In subsequent contacts, it was revealed that the DNR believed there was a high likelihood that Calcareous Fen would be found within the footprint of the planned project. Therefore, MSTRWD requested that the DNR make a prompt, solid determination regarding the existence of Calcareous Fen on the site before the district expended further funds and time on the project. In response, the DNR informed the district that it lacked staff to perform such a determination and could not accommodate the district's request but suggested that the district could hire an outside consultant to perform the same.

In response, the district retained a consultant to investigate the site and through coordination with DNR the consultant provided a report. Following submission of the report to the DNR, the agency insisted that it needed to send its experts to the site and confirm the findings of the report. This confirmation process took three more site visits (close to a whole year) due to snow on the ground and staff shortage. Eventually DNR provided a formal letter stating that the area has Calcareous Fen.

The report from the district's consultant did note that the quality of the Calcareous Fen on the site was not high. Since the Calcareous Fen quality based on the third party's report was not high, with the help of relevant professionals, MSTRWD developed solutions and proposed them to the DNR. In response, the DNR questioned the solutions by offering hypothetical risks. The agency's type of reaction caused MSTRWD to halt the project officially in 2024.

As of this writing, over \$800,000 in taxpayer funds was wasted on this proposed project.

MSTRWD is attempting to collect lessons learned from this project to share with the other interested parties and to apply in future projects. In the past, representatives from the DNR have declared an interest in any chance for improvement of the DNR's processes. MSTRWD has started a review of the statutes and rules related to RNC's, Calcareous Fens, and the disclosure of the existence and location of the same.

Ideas for how this issue could be solved:

In each of the resolutions 2024-05 to 2024-12, suggestions are provided.

Efforts to solve the problem:

MSTRWD has tried to utilize the Flood Damage Reduction Work Group processes to work with DNR on the Lilac Ridge Project specifically. However, after the project stoppage and through the collection of lessons learned process, MSTRWD figured the issue stems from deeper roots and perhaps is not project specific nor it relates to one specific group or Commissioner’s time. The issue roots back into incremental either statutory changes through “Rules” that happened in the past perhaps on a good faith, lack of clarity of some or time effect on getting by on things that can be addressed otherwise. Due to its importance and with the hope that this doesn’t happen to any other project again, MSTRWD believes this should be addressed in the Statute with a reporting/ accountability creation to it. So, it will not become routine again. In small scale, some concerns were shared with the DNR’s NW Region authorities and steps were taken to address them within DNR internally.

Anticipated support or opposition:

In general, all Calcareous Fen Related Stakeholders including the DNR, project Sponsors and landowners should be onboard with the proposed resolutions as they are meant to be fair, balanced and inclusive. Even the Environmental group should get onboard as the suggested solutions to safeguard the RNCs is more reliable and sustainable than the current method of enforcement and use of coercive power only.

This issue (check all that apply):

| | | | |
|---------------------------------|-------------|---------------------------------|-------------|
| Applies only to our district: | _____ | Requires legislative action: | _____X_____ |
| Applies only to 1 or 2 regions: | _____ | Requires state agency advocacy: | _____ |
| Applies to the entire state: | _____X_____ | Impacts MW bylaws or MOPP: | _____ |

MINNESOTA WATERSHEDS RESOLUTION 2024-06

Resolution Seeking Clarification of the Statutory and Rule Language Regarding the Alteration of Calcareous Fens

WHEREAS, Minn. Stat. § 103G.223 authorizes the Commissioner to approve projects that may seasonally impact Calcareous Fens under an approved management plan; and

WHEREAS, under Minn. Rule 8420.0935, Subpart 1., “[C]alcareous fens, as identified by the commissioner, must not be impacted or otherwise altered or degraded, wholly or partially, by any action, unless the commissioner, under an approved management plan, decides some alteration is necessary”; and

WHEREAS, Minn. Stat. § 103G.223 could allow projects with minimal impacts to move forward, while Minn. Rule 8420.0935, in contravention of the statute, precludes that option;

NOW, THEREFORE, BE IT RESOLVED that Minnesota Watersheds supports Minn. Rule 8420.0935, Subp. 1, be amended as follows: Subpart 1. Purpose. The purpose of this part is to provide minimum standards and criteria for identifying, protecting, and managing calcareous fens as authorized by Minn. Stat. § 103G.223. Calcareous fens, as identified by the commissioner, must not be impacted or otherwise altered or degraded, wholly or partially, by any action, unless the commissioner, under an approved management plan, ~~decides some alteration is necessary.~~ determines that the proposed project may temporarily reduce ground water resources on seasonal basis. The exemptions under part 8420.0420 and the sequencing provisions under part 8420.0520 do not apply to calcareous fens.

Notes: No recommendation, more research needed.

BACKGROUND INFORMATION ON MINNESOTA WATERSHEDS

RESOLUTION 2024-07

Resolution Seeking the DNR to Adopt a Program to Incentive Calcareous Fen Management on Private Lands

Proposing District: Middle Snake Tamarac Rivers Watershed District
Contact Name: Morteza Maher, District Administrator
Phone Number: 218-230-5703
Email Address: morteza.maher@mstrwd.org

Background that led to the submission of this resolution:

Middle-Snake-Tamarac Rivers Watershed District (MSTRWD) proposes that the rare natural communities/Calcareous Fen-related statutes and rules be streamlined so that early RNC screening can eliminate waste of public funds.

In 2016, MSTRWD began the project work team (PWT) process (a process under the 1998 Mediation agreement) on a capital project that was eventually referred to as Lilac Ridge. From the outset, the project's PWT involved representatives from the DNR. During the process, the DNR indirectly stated some concerns about the wetlands in the area but did not mention anything about the presence of Calcareous Fen (which is protected under Minn. Stat. § 103G.223). In December of 2020, USACE under Concurrence Point 3, reviewed alternatives analysis and accepted that the selected alternative was the "Least Environmentally Damaging Practicable Alternative" (LEDPA). By then, the preliminary engineering was mostly done, the PWT process was wrapping up, and the USACE's LEDPA determination triggered the project to move to the EAW process.

In response to the initiation of the EAW process, in July of 2021 the DNR provided a writing that suggested the potential of the existence of Calcareous Fen within the project footprint. (The document did not mention the Calcareous Fen by name, but instead referred to the potential for various types of fens, and only indirectly mentioned the ground water and minerals that feed some kinds of Calcareous Fens).

Knowing the designation of Calcareous Fen as protected, at this point MSTRWD started direct communication with DNR. In subsequent contacts, it was revealed that the DNR believed there was a high likelihood that Calcareous Fen would be found within the footprint of the planned project. Therefore, MSTRWD requested that the DNR make a prompt, solid determination regarding the existence of Calcareous Fen on the site before the district expended further funds and time on the project. In response, the DNR informed the district that it lacked staff to perform such a determination and could not accommodate the district's request but suggested that the district could hire an outside consultant to perform the same.

In response, the district retained a consultant to investigate the site and through coordination with DNR the consultant provided a report. Following submission of the report to the DNR, the agency insisted that it needed to send its experts to the site and confirm the findings of the report. This confirmation process took three more site visits (close to a whole year) due to snow on the ground and staff shortage. Eventually DNR provided a formal letter stating that the area has Calcareous Fen.

The report from the district's consultant did note that the quality of the Calcareous Fen on the site was not high. Since the Calcareous Fen quality based on the third party's report was not high, with the help of relevant professionals, MSTRWD developed solutions and proposed them to the DNR. In response, the DNR questioned the solutions by offering hypothetical risks. The agency's type of reaction caused MSTRWD to halt the project officially in 2024.

As of this writing, over \$800,000 in taxpayer funds was wasted on this proposed project.

MSTRWD is attempting to collect lessons learned from this project to share with the other interested parties and to apply in future projects. In the past, representatives from the DNR have declared an interest in any chance for improvement of the DNR's processes. MSTRWD has started a review of the statutes and rules related to RNC's, Calcareous Fens, and the disclosure of the existence and location of the same.

Ideas for how this issue could be solved:

In each of the resolutions 2024-05 to 2024-12, suggestions are provided.

Efforts to solve the problem:

MSTRWD has tried to utilize the Flood Damage Reduction Work Group processes to work with DNR on the Lilac Ridge Project specifically. However, after the project stoppage and through the collection of lessons learned process, MSTRWD figured the issue stems from deeper roots and perhaps is not project specific nor it relates to one specific group or Commissioner’s time. The issue roots back into incremental either statutory changes through “Rules” that happened in the past perhaps on a good faith, lack of clarity of some or time effect on getting by on things that can be addressed otherwise. Due to its importance and with the hope that this doesn’t happen to any other project again, MSTRWD believes this should be addressed in the Statute with a reporting/ accountability creation to it. So, it will not become routine again. In small scale, some concerns were shared with the DNR’s NW Region authorities and steps were taken to address them within DNR internally.

Anticipated support or opposition:

In general, all Calcareous Fen Related Stakeholders including the DNR, project Sponsors and landowners should be onboard with the proposed resolutions as they are meant to be fair, balanced and inclusive. Even the Environmental group should get onboard as the suggested solutions to safeguard the RNCs is more reliable and sustainable than the current method of enforcement and use of coercive power only.

This issue (check all that apply):

| | | | |
|---------------------------------|-------------|---------------------------------|-------------|
| Applies only to our district: | _____ | Requires legislative action: | _____X_____ |
| Applies only to 1 or 2 regions: | _____ | Requires state agency advocacy: | _____ |
| Applies to the entire state: | _____X_____ | Impacts MW bylaws or MOPP: | _____ |

MINNESOTA WATERSHEDS RESOLUTION 2024-07

Resolution Seeking the DNR to Adopt a Program to Incentivize Calcareous Fen Management on Private Lands

WHEREAS, Minn. Stat. § 103G.223 lacks any direction on how to maintain and protect the identified and listed Calcareous Fens; and

WHEREAS, Minn. Rule 8420.0935, does not set forth a process to maintain or improve the listed Calcareous Fens, but rather approaches the issue of maintaining and improving the fen from an enforcement and coercive power position; and

WHEREAS, under the same rule, the list is a growing list, meaning that in many cases neither landowners nor DNR employees know about the existence of Calcareous Fen on specific lands. In cases where Calcareous Fen has been identified by the agency but not made public, landowners are likely ignorant of the same; and

WHEREAS, it appears that the DNR does not have an effective incentive program to safeguard the Calcareous Fen communities which are located on private lands, but instead employs Water Resource Enforcement Officers (WREOs) to enforce fen preservation compliance; and

WHEREAS, it appears that the DNR lacks an established plan to pay landowners to maintain the Calcareous Fen on their land;

NOW, THEREFORE, BE IT RESOLVED that Minnesota Watersheds supports the Minnesota Department of Natural Resources adopting a program through which a fee is paid to landowners to incentivize them to manage the quantity and quality of the Calcareous Fens on private lands, which program is made similar to the USDA Conservation Reserve Program or similar to a perpetual easement through the Board of Water and Soil Resources Reinvest In Minnesota.

Notes: Committee recommends adoption.

BACKGROUND INFORMATION ON MINNESOTA WATERSHEDS

RESOLUTION 2024-08

Resolution Seeking the Removal of the Water Resource Enforcement Officer

Proposing District: Middle Snake Tamarac Rivers Watershed District
Contact Name: Morteza Maher, District Administrator
Phone Number: 218-230-5703
Email Address: morteza.maher@mstrwd.org

Background that led to the submission of this resolution:

Middle-Snake-Tamarac Rivers Watershed District (MSTRWD) proposes that the rare natural communities/Calcareous Fen-related statutes and rules be streamlined so that early RNC screening can eliminate waste of public funds.

In 2016, MSTRWD began the project work team (PWT) process (a process under the 1998 Mediation agreement) on a capital project that was eventually referred to as Lilac Ridge. From the outset, the project's PWT involved representatives from the DNR. During the process, the DNR indirectly stated some concerns about the wetlands in the area but did not mention anything about the presence of Calcareous Fen (which is protected under Minn. Stat. § 103G.223). In December of 2020, USACE under Concurrence Point 3, reviewed alternatives analysis and accepted that the selected alternative was the "Least Environmentally Damaging Practicable Alternative" (LEDPA). By then, the preliminary engineering was mostly done, the PWT process was wrapping up, and the USACE's LEDPA determination triggered the project to move to the EAW process.

In response to the initiation of the EAW process, in July of 2021 the DNR provided a writing that suggested the potential of the existence of Calcareous Fen within the project footprint. (The document did not mention the Calcareous Fen by name, but instead referred to the potential for various types of fens, and only indirectly mentioned the ground water and minerals that feed some kinds of Calcareous Fens).

Knowing the designation of Calcareous Fen as protected, at this point MSTRWD started direct communication with DNR. In subsequent contacts, it was revealed that the DNR believed there was a high likelihood that Calcareous Fen would be found within the footprint of the planned project. Therefore, MSTRWD requested that the DNR make a prompt, solid determination regarding the existence of Calcareous Fen on the site before the district expended further funds and time on the project. In response, the DNR informed the district that it lacked staff to perform such a determination and could not accommodate the district's request but suggested that the district could hire an outside consultant to perform the same.

In response, the district retained a consultant to investigate the site and through coordination with DNR the consultant provided a report. Following submission of the report to the DNR, the agency insisted that it needed to send its experts to the site and confirm the findings of the report. This confirmation process took three more site visits (close to a whole year) due to snow on the ground and staff shortage. Eventually DNR provided a formal letter stating that the area has Calcareous Fen.

The report from the district's consultant did note that the quality of the Calcareous Fen on the site was not high. Since the Calcareous Fen quality based on the third party's report was not high, with the help of relevant professionals, MSTRWD developed solutions and proposed them to the DNR. In response, the DNR questioned the solutions by offering hypothetical risks. The agency's type of reaction caused MSTRWD to halt the project officially in 2024.

As of this writing, over \$800,000 in taxpayer funds was wasted on this proposed project.

MSTRWD is attempting to collect lessons learned from this project to share with the other interested parties and to apply in future projects. In the past, representatives from the DNR have declared an interest in any chance for improvement of the DNR's processes. MSTRWD has started a review of the statutes and rules related to RNC's, Calcareous Fens, and the disclosure of the existence and location of the same.

Ideas for how this issue could be solved:

In each of the resolutions 2024-05 to 2024-12, suggestions are provided.

Efforts to solve the problem:

MSTRWD has tried to utilize the Flood Damage Reduction Work Group processes to work with DNR on the Lilac Ridge Project specifically. However, after the project stoppage and through the collection of lessons learned process, MSTRWD figured the issue stems from deeper roots and perhaps is not project specific nor it relates to one specific group or Commissioner’s time. The issue roots back into incremental either statutory changes through “Rules” that happened in the past perhaps on a good faith, lack of clarity of some or time effect on getting by on things that can be addressed otherwise. Due to its importance and with the hope that this doesn’t happen to any other project again, MSTRWD believes this should be addressed in the Statute with a reporting/ accountability creation to it. So, it will not become routine again. In small scale, some concerns were shared with the DNR’s NW Region authorities and steps were taken to address them within DNR internally.

Anticipated support or opposition:

In general, all Calcareous Fen Related Stakeholders including the DNR, project Sponsors and landowners should be onboard with the proposed resolutions as they are meant to be fair, balanced and inclusive. Even the Environmental group should get onboard as the suggested solutions to safeguard the RNCs is more reliable and sustainable than the current method of enforcement and use of coercive power only.

This issue (check all that apply):

| | | | |
|---------------------------------|-------------------------------------|---------------------------------|-------------------------------------|
| Applies only to our district: | <input type="checkbox"/> | Requires legislative action: | <input checked="" type="checkbox"/> |
| Applies only to 1 or 2 regions: | <input type="checkbox"/> | Requires state agency advocacy: | <input type="checkbox"/> |
| Applies to the entire state: | <input checked="" type="checkbox"/> | Impacts MW bylaws or MOPP: | <input type="checkbox"/> |

MINNESOTA WATERSHEDS RESOLUTION 2024-08

Resolution Seeking the Removal of the Water Resource Enforcement Officer

WHEREAS, under Minn. Rule 84.027 Subd. 14, as part of the DNR’s mission “the commissioner shall endeavor to: (3) coordinate the department's activities wherever appropriate with the activities of other governmental agencies”; and

WHEREAS, units of local government already employ environmental specialists of all kinds to perform various environmental assessments, including wetland law enforcement;

NOW, THEREFORE, BE IT RESOLVED that Minnesota Watersheds supports the Minnesota Department of Natural Resources use of Wetland Conservation Act Local Government Units to manage wetlands including calcareous fens and thereby remove the Water Resource Enforcement Officer position.

Notes: No recommendation, more research needed.

BACKGROUND INFORMATION ON MINNESOTA WATERSHEDS

RESOLUTION 2024-09

Resolution Seeking Identification of Calcareous Fens on All State Wetlands by December 31, 2030

Proposing District: Middle Snake Tamarac Rivers Watershed District
Contact Name: Morteza Maher, District Administrator
Phone Number: 218-230-5703
Email Address: morteza.maher@mstrwd.org

Background that led to the submission of this resolution:

Middle-Snake-Tamarac Rivers Watershed District (MSTRWD) proposes that the rare natural communities/Calcareous Fen-related statutes and rules be streamlined so that early RNC screening can eliminate waste of public funds.

In 2016, MSTRWD began the project work team (PWT) process (a process under the 1998 Mediation agreement) on a capital project that was eventually referred to as Lilac Ridge. From the outset, the project's PWT involved representatives from the DNR. During the process, the DNR indirectly stated some concerns about the wetlands in the area but did not mention anything about the presence of Calcareous Fen (which is protected under Minn. Stat. § 103G.223). In December of 2020, USACE under Concurrence Point 3, reviewed alternatives analysis and accepted that the selected alternative was the "Least Environmentally Damaging Practicable Alternative" (LEDPA). By then, the preliminary engineering was mostly done, the PWT process was wrapping up, and the USACE's LEDPA determination triggered the project to move to the EAW process.

In response to the initiation of the EAW process, in July of 2021 the DNR provided a writing that suggested the potential of the existence of Calcareous Fen within the project footprint. (The document did not mention the Calcareous Fen by name, but instead referred to the potential for various types of fens, and only indirectly mentioned the ground water and minerals that feed some kinds of Calcareous Fens).

Knowing the designation of Calcareous Fen as protected, at this point MSTRWD started direct communication with DNR. In subsequent contacts, it was revealed that the DNR believed there was a high likelihood that Calcareous Fen would be found within the footprint of the planned project. Therefore, MSTRWD requested that the DNR make a prompt, solid determination regarding the existence of Calcareous Fen on the site before the district expended further funds and time on the project. In response, the DNR informed the district that it lacked staff to perform such a determination and could not accommodate the district's request but suggested that the district could hire an outside consultant to perform the same.

In response, the district retained a consultant to investigate the site and through coordination with DNR the consultant provided a report. Following submission of the report to the DNR, the agency insisted that it needed to send its experts to the site and confirm the findings of the report. This confirmation process took three more site visits (close to a whole year) due to snow on the ground and staff shortage. Eventually DNR provided a formal letter stating that the area has Calcareous Fen.

The report from the district's consultant did note that the quality of the Calcareous Fen on the site was not high. Since the Calcareous Fen quality based on the third party's report was not high, with the help of relevant professionals, MSTRWD developed solutions and proposed them to the DNR. In response, the DNR questioned the solutions by offering hypothetical risks. The agency's type of reaction caused MSTRWD to halt the project officially in 2024.

As of this writing, over \$800,000 in taxpayer funds was wasted on this proposed project.

MSTRWD is attempting to collect lessons learned from this project to share with the other interested parties and to apply in future projects. In the past, representatives from the DNR have declared an interest in any chance for improvement of the DNR's processes. MSTRWD has started a review of the statutes and rules related to RNC's, Calcareous Fens, and the disclosure of the existence and location of the same.

Ideas for how this issue could be solved:

In each of the resolutions 2024-05 to 2024-12, suggestions are provided.

Efforts to solve the problem:

MSTRWD has tried to utilize the Flood Damage Reduction Work Group processes to work with DNR on the Lilac Ridge Project specifically. However, after the project stoppage and through the collection of lessons learned process, MSTRWD figured the issue stems from deeper roots and perhaps is not project specific nor it relates to one specific group or Commissioner’s time. The issue roots back into incremental either statutory changes through “Rules” that happened in the past perhaps on a good faith, lack of clarity of some or time effect on getting by on things that can be addressed otherwise. Due to its importance and with the hope that this doesn’t happen to any other project again, MSTRWD believes this should be addressed in the Statute with a reporting/ accountability creation to it. So, it will not become routine again. In small scale, some concerns were shared with the DNR’s NW Region authorities and steps were taken to address them within DNR internally.

Anticipated support or opposition:

In general, all Calcareous Fen Related Stakeholders including the DNR, project Sponsors and landowners should be onboard with the proposed resolutions as they are meant to be fair, balanced and inclusive. Even the Environmental group should get onboard as the suggested solutions to safeguard the RNCs is more reliable and sustainable than the current method of enforcement and use of coercive power only.

This issue (check all that apply):

| | | | |
|---------------------------------|-------------|---------------------------------|-------------|
| Applies only to our district: | _____ | Requires legislative action: | _____X_____ |
| Applies only to 1 or 2 regions: | _____ | Requires state agency advocacy: | _____ |
| Applies to the entire state: | _____X_____ | Impacts MW bylaws or MOPP: | _____ |

MINNESOTA WATERSHEDS RESOLUTION 2024-09

Resolution Seeking Identification of Calcareous Fens on All State Wetlands by December 31, 2030

WHEREAS, under Minn. Stat. § 103G.223 the identification of Calcareous Fen is the Commissioners responsibility as it states: ... “(a) Calcareous fens, as identified by the commissioner by written order”; and

WHEREAS, Minn. Rule 8420.0935 Subp. 3. A. states that “[T]he commissioner must investigate wetlands to determine if the wetland is properly identified as a calcareous fen”; and

WHEREAS, it is apparent that the commissioner has failed to identify and list all of the Calcareous Fen found within the state; and

WHEREAS, the root cause of the serious waste of taxpayer dollars on the Lilac Ridge project was the failure of the DNR to accept the charge to identify Calcareous Fen and the policy of the DNR to wait until a project WCA review process or project EAW process commences before conducting exploration or disclosure; and

WHEREAS, the current process provides no incentive for the DNR to perform early investigation or disclosure for Calcareous Fen, since the DNR suffers no penalty for failing to investigate or disclose; and

WHEREAS, in the example of the Lilac Ridge project, the DNR was involved in the PWT since the beginning yet from 2016 until 2022 the agency did not spend its resources to identify Calcareous Fen in the vicinity of the project; and

WHEREAS, it appears that the DNR either does not have resources or do not prioritize the identification of Calcareous Fens in the state, but instead builds its database of Calcareous Fen on a reactive basis (by allowing third-party data to trickle in) instead of on a state-wide proactive basis (by actively searching for and gathering data);

NOW, THEREFORE, BE IT RESOLVED that Minnesota Watersheds supports Minn. Rule 8420.0935 Subp. 3. A. be amended as follows: The commissioner must investigate all State wetlands to determine if the wetland is properly and identified all as a calcareous fen within the state by no later than Dec. 31, 2030.

Notes: No recommendation, more research needed.

BACKGROUND INFORMATION ON MINNESOTA WATERSHEDS

RESOLUTION 2024-10

Resolution Seeking a Formal Process to Distribute a Complete List of Calcareous Fens Annually

Proposing District: Middle Snake Tamarac Rivers Watershed District
Contact Name: Morteza Maher, District Administrator
Phone Number: 218-230-5703
Email Address: morteza.maher@mstrwd.org

Background that led to the submission of this resolution:

Middle-Snake-Tamarac Rivers Watershed District (MSTRWD) proposes that the rare natural communities/Calcareous Fen-related statutes and rules be streamlined so that early RNC screening can eliminate waste of public funds.

In 2016, MSTRWD began the project work team (PWT) process (a process under the 1998 Mediation agreement) on a capital project that was eventually referred to as Lilac Ridge. From the outset, the project's PWT involved representatives from the DNR. During the process, the DNR indirectly stated some concerns about the wetlands in the area but did not mention anything about the presence of Calcareous Fen (which is protected under Minn. Stat. § 103G.223). In December of 2020, USACE under Concurrence Point 3, reviewed alternatives analysis and accepted that the selected alternative was the "Least Environmentally Damaging Practicable Alternative" (LEDPA). By then, the preliminary engineering was mostly done, the PWT process was wrapping up, and the USACE's LEDPA determination triggered the project to move to the EAW process.

In response to the initiation of the EAW process, in July of 2021 the DNR provided a writing that suggested the potential of the existence of Calcareous Fen within the project footprint. (The document did not mention the Calcareous Fen by name, but instead referred to the potential for various types of fens, and only indirectly mentioned the ground water and minerals that feed some kinds of Calcareous Fens).

Knowing the designation of Calcareous Fen as protected, at this point MSTRWD started direct communication with DNR. In subsequent contacts, it was revealed that the DNR believed there was a high likelihood that Calcareous Fen would be found within the footprint of the planned project. Therefore, MSTRWD requested that the DNR make a prompt, solid determination regarding the existence of Calcareous Fen on the site before the district expended further funds and time on the project. In response, the DNR informed the district that it lacked staff to perform such a determination and could not accommodate the district's request but suggested that the district could hire an outside consultant to perform the same.

In response, the district retained a consultant to investigate the site and through coordination with DNR the consultant provided a report. Following submission of the report to the DNR, the agency insisted that it needed to send its experts to the site and confirm the findings of the report. This confirmation process took three more site visits (close to a whole year) due to snow on the ground and staff shortage. Eventually DNR provided a formal letter stating that the area has Calcareous Fen.

The report from the district's consultant did note that the quality of the Calcareous Fen on the site was not high. Since the Calcareous Fen quality based on the third party's report was not high, with the help of relevant professionals, MSTRWD developed solutions and proposed them to the DNR. In response, the DNR questioned the solutions by offering hypothetical risks. The agency's type of reaction caused MSTRWD to halt the project officially in 2024.

As of this writing, over \$800,000 in taxpayer funds was wasted on this proposed project.

MSTRWD is attempting to collect lessons learned from this project to share with the other interested parties and to apply in future projects. In the past, representatives from the DNR have declared an interest in any chance for improvement of the DNR's processes. MSTRWD has started a review of the statutes and rules related to RNC's, Calcareous Fens, and the disclosure of the existence and location of the same.

Ideas for how this issue could be solved:

In each of the resolutions 2024-05 to 2024-12, suggestions are provided.

Efforts to solve the problem:

MSTRWD has tried to utilize the Flood Damage Reduction Work Group processes to work with DNR on the Lilac Ridge Project specifically. However, after the project stoppage and through the collection of lessons learned process, MSTRWD figured the issue stems from deeper roots and perhaps is not project specific nor it relates to one specific group or Commissioner’s time. The issue roots back into incremental either statutory changes through “Rules” that happened in the past perhaps on a good faith, lack of clarity of some or time effect on getting by on things that can be addressed otherwise. Due to its importance and with the hope that this doesn’t happen to any other project again, MSTRWD believes this should be addressed in the Statute with a reporting/ accountability creation to it. So, it will not become routine again. In small scale, some concerns were shared with the DNR’s NW Region authorities and steps were taken to address them within DNR internally.

Anticipated support or opposition:

In general, all Calcareous Fen Related Stakeholders including the DNR, project Sponsors and landowners should be onboard with the proposed resolutions as they are meant to be fair, balanced and inclusive. Even the Environmental group should get onboard as the suggested solutions to safeguard the RNCs is more reliable and sustainable than the current method of enforcement and use of coercive power only.

This issue (check all that apply):

| | | | |
|---------------------------------|-------------|---------------------------------|-------------|
| Applies only to our district: | _____ | Requires legislative action: | _____X_____ |
| Applies only to 1 or 2 regions: | _____ | Requires state agency advocacy: | _____ |
| Applies to the entire state: | _____X_____ | Impacts MW bylaws or MOPP: | _____ |

MINNESOTA WATERSHEDS RESOLUTION 2024-10

Resolution Seeking a Formal Process to Distribute a Complete List of Calcareous Fens Annually

WHEREAS, under Minn. Rule 8420.0935, under Subp. 3. C., “[T]he commissioner must provide an updated list of calcareous fens to the board (BWSR) for further distribution”; and

WHEREAS, Whereas DNR publication of “Identification List of Known Calcareous Fens” states “[S]ection legal descriptions in this list are necessarily vague due to the potential for protected species within calcareous fens”; and

WHEREAS, it is vital that accurate information regarding the location of Calcareous Fens be provided to units of local government in order to minimize waste and facilitate good planning;

NOW, THEREFORE, BE IT RESOLVED that Minnesota Watersheds supports the Board of Water and Soil Resources establishing a formal process to distribute on an annual basis an accurate and complete list identifying Calcareous Fens to all watershed districts, watershed management organizations, and soil and water conservation districts.

Notes: Committee recommends adoption.

BACKGROUND INFORMATION ON MINNESOTA WATERSHEDS RESOLUTION 2024-11

Resolution Seeking Regular Reevaluation of the Designated Species List

Proposing District: Middle Snake Tamarac Rivers Watershed District
Contact Name: Morteza Maher, District Administrator
Phone Number: 218-230-5703
Email Address: morteza.maher@mstrwd.org

Background that led to the submission of this resolution:

Middle-Snake-Tamarac Rivers Watershed District (MSTRWD) proposes that the rare natural communities/Calcareous Fen-related statutes and rules be streamlined so that early RNC screening can eliminate waste of public funds.

In 2016, MSTRWD began the project work team (PWT) process (a process under the 1998 Mediation agreement) on a capital project that was eventually referred to as Lilac Ridge. From the outset, the project's PWT involved representatives from the DNR. During the process, the DNR indirectly stated some concerns about the wetlands in the area but did not mention anything about the presence of Calcareous Fen (which is protected under Minn. Stat. § 103G.223). In December of 2020, USACE under Concurrence Point 3, reviewed alternatives analysis and accepted that the selected alternative was the "Least Environmentally Damaging Practicable Alternative" (LEDPA). By then, the preliminary engineering was mostly done, the PWT process was wrapping up, and the USACE's LEDPA determination triggered the project to move to the EAW process.

In response to the initiation of the EAW process, in July of 2021 the DNR provided a writing that suggested the potential of the existence of Calcareous Fen within the project footprint. (The document did not mention the Calcareous Fen by name, but instead referred to the potential for various types of fens, and only indirectly mentioned the ground water and minerals that feed some kinds of Calcareous Fens).

Knowing the designation of Calcareous Fen as protected, at this point MSTRWD started direct communication with DNR. In subsequent contacts, it was revealed that the DNR believed there was a high likelihood that Calcareous Fen would be found within the footprint of the planned project. Therefore, MSTRWD requested that the DNR make a prompt, solid determination regarding the existence of Calcareous Fen on the site before the district expended further funds and time on the project. In response, the DNR informed the district that it lacked staff to perform such a determination and could not accommodate the district's request but suggested that the district could hire an outside consultant to perform the same.

In response, the district retained a consultant to investigate the site and through coordination with DNR the consultant provided a report. Following submission of the report to the DNR, the agency insisted that it needed to send its experts to the site and confirm the findings of the report. This confirmation process took three more site visits (close to a whole year) due to snow on the ground and staff shortage. Eventually DNR provided a formal letter stating that the area has Calcareous Fen.

The report from the district's consultant did note that the quality of the Calcareous Fen on the site was not high. Since the Calcareous Fen quality based on the third party's report was not high, with the help of relevant professionals, MSTRWD developed solutions and proposed them to the DNR. In response, the DNR questioned the solutions by offering hypothetical risks. The agency's type of reaction caused MSTRWD to halt the project officially in 2024.

As of this writing, over \$800,000 in taxpayer funds was wasted on this proposed project.

MSTRWD is attempting to collect lessons learned from this project to share with the other interested parties and to apply in future projects. In the past, representatives from the DNR have declared an interest in any chance for improvement of the DNR's processes. MSTRWD has started a review of the statutes and rules related to RNC's, Calcareous Fens, and the disclosure of the existence and location of the same.

Ideas for how this issue could be solved:

In each of the resolutions 2024-05 to 2024-12, suggestions are provided.

Efforts to solve the problem:

MSTRWD has tried to utilize the Flood Damage Reduction Work Group processes to work with DNR on the Lilac Ridge Project specifically. However, after the project stoppage and through the collection of lessons learned process, MSTRWD figured the issue stems from deeper roots and perhaps is not project specific nor it relates to one specific group or Commissioner’s time. The issue roots back into incremental either statutory changes through “Rules” that happened in the past perhaps on a good faith, lack of clarity of some or time effect on getting by on things that can be addressed otherwise. Due to its importance and with the hope that this doesn’t happen to any other project again, MSTRWD believes this should be addressed in the Statute with a reporting/ accountability creation to it. So, it will not become routine again. In small scale, some concerns were shared with the DNR’s NW Region authorities and steps were taken to address them within DNR internally.

Anticipated support or opposition:

In general, all Calcareous Fen Related Stakeholders including the DNR, project Sponsors and landowners should be onboard with the proposed resolutions as they are meant to be fair, balanced and inclusive. Even the Environmental group should get onboard as the suggested solutions to safeguard the RNCs is more reliable and sustainable than the current method of enforcement and use of coercive power only.

This issue (check all that apply):

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| Applies only to our district: | _____ | Requires legislative action: | _____X_____ |
| Applies only to 1 or 2 regions: | _____ | Requires state agency advocacy: | _____ |
| Applies to the entire state: | _____X_____ | Impacts MW bylaws or MOPP: | _____ |

MINNESOTA WATERSHEDS RESOLUTION 2024-11

Resolution Seeking Regular Reevaluation of the Designated Species List

WHEREAS, Calcareous Fen is a Rare Natural Community (RNC)/Threatened or Endangered Plant and; and

WHEREAS, under Minn. Rule 84.0895 Subd. 3. (c), “[T]he commissioner shall reevaluate the designated species list every three years after it is first adopted and make appropriate changes. The review must consider the need for further protection of species on the species of special concern list. Species may be withdrawn from designation in the same manner that species are designated”; and

WHEREAS, under Minn. Stat. § 103G.223 the commissioner must publish the list of Calcareous Fens in the State Register; and

WHEREAS, the updated list of Fens only appears in the State register in the years 2005, 2008, 2009, 2016, and 2019; and

WHEREAS, the DNR has failed to abide by the three-year process required under Minn. Rule 84.0895 Subd. 3. (c);

NOW, THEREFORE, BE IT RESOLVED that Minnesota Watersheds supports the Commissioner initiating an internal review process to identify the cause of this failure to “reevaluate the designated species list every three years” and to develop a plan to prevent it in the future.

Notes: No recommendation, more research needed.

BACKGROUND INFORMATION ON MINNESOTA WATERSHEDS RESOLUTION 2024-12

Resolution Seeking the Development of a Calcareous Fen Work Group

Proposing District: Middle Snake Tamarac Rivers Watershed District
Contact Name: Morteza Maher, District Administrator
Phone Number: 218-230-5703
Email Address: morteza.maher@mstrwd.org

Background that led to the submission of this resolution:

Middle-Snake-Tamarac Rivers Watershed District (MSTRWD) proposes that the rare natural communities/Calcareous Fen-related statutes and rules be streamlined so that early RNC screening can eliminate waste of public funds.

In 2016, MSTRWD began the project work team (PWT) process (a process under the 1998 Mediation agreement) on a capital project that was eventually referred to as Lilac Ridge. From the outset, the project's PWT involved representatives from the DNR. During the process, the DNR indirectly stated some concerns about the wetlands in the area but did not mention anything about the presence of Calcareous Fen (which is protected under Minn. Stat. § 103G.223). In December of 2020, USACE under Concurrence Point 3, reviewed alternatives analysis and accepted that the selected alternative was the "Least Environmentally Damaging Practicable Alternative" (LEDPA). By then, the preliminary engineering was mostly done, the PWT process was wrapping up, and the USACE's LEDPA determination triggered the project to move to the EAW process.

In response to the initiation of the EAW process, in July of 2021 the DNR provided a writing that suggested the potential of the existence of Calcareous Fen within the project footprint. (The document did not mention the Calcareous Fen by name, but instead referred to the potential for various types of fens, and only indirectly mentioned the ground water and minerals that feed some kinds of Calcareous Fens).

Knowing the designation of Calcareous Fen as protected, at this point MSTRWD started direct communication with DNR. In subsequent contacts, it was revealed that the DNR believed there was a high likelihood that Calcareous Fen would be found within the footprint of the planned project. Therefore, MSTRWD requested that the DNR make a prompt, solid determination regarding the existence of Calcareous Fen on the site before the district expended further funds and time on the project. In response, the DNR informed the district that it lacked staff to perform such a determination and could not accommodate the district's request but suggested that the district could hire an outside consultant to perform the same.

In response, the district retained a consultant to investigate the site and through coordination with DNR the consultant provided a report. Following submission of the report to the DNR, the agency insisted that it needed to send its experts to the site and confirm the findings of the report. This confirmation process took three more site visits (close to a whole year) due to snow on the ground and staff shortage. Eventually DNR provided a formal letter stating that the area has Calcareous Fen.

The report from the district's consultant did note that the quality of the Calcareous Fen on the site was not high. Since the Calcareous Fen quality based on the third party's report was not high, with the help of relevant professionals, MSTRWD developed solutions and proposed them to the DNR. In response, the DNR questioned the solutions by offering hypothetical risks. The agency's type of reaction caused MSTRWD to halt the project officially in 2024.

As of this writing, over \$800,000 in taxpayer funds was wasted on this proposed project.

MSTRWD is attempting to collect lessons learned from this project to share with the other interested parties and to apply in future projects. In the past, representatives from the DNR have declared an interest in any chance for improvement of the DNR's processes. MSTRWD has started a review of the statutes and rules related to RNC's, Calcareous Fens, and the disclosure of the existence and location of the same.

Ideas for how this issue could be solved:

In each of the resolutions 2024-05 to 2024-12, suggestions are provided.

Efforts to solve the problem:

MSTRWD has tried to utilize the Flood Damage Reduction Work Group processes to work with DNR on the Lilac Ridge Project specifically. However, after the project stoppage and through the collection of lessons learned process, MSTRWD figured the issue stems from deeper roots and perhaps is not project specific nor it relates to one specific group or Commissioner’s time. The issue roots back into incremental either statutory changes through “Rules” that happened in the past perhaps on a good faith, lack of clarity of some or time effect on getting by on things that can be addressed otherwise. Due to its importance and with the hope that this doesn’t happen to any other project again, MSTRWD believes this should be addressed in the Statute with a reporting/ accountability creation to it. So, it will not become routine again. In small scale, some concerns were shared with the DNR’s NW Region authorities and steps were taken to address them within DNR internally.

Anticipated support or opposition:

In general, all Calcareous Fen Related Stakeholders including the DNR, project Sponsors and landowners should be onboard with the proposed resolutions as they are meant to be fair, balanced and inclusive. Even the Environmental group should get onboard as the suggested solutions to safeguard the RNCs is more reliable and sustainable than the current method of enforcement and use of coercive power only.

This issue (check all that apply):

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|---------------------------------|-------------|---------------------------------|-------------|
| Applies only to our district: | _____ | Requires legislative action: | _____X_____ |
| Applies only to 1 or 2 regions: | _____ | Requires state agency advocacy: | _____ |
| Applies to the entire state: | _____X_____ | Impacts MW bylaws or MOPP: | _____ |

MINNESOTA WATERSHEDS RESOLUTION 2024-12

Resolution Seeking the Development of a Calcareous Fen Work Group

WHEREAS, the DNR recently requested (2/22/2024) and received public comments on how to designate threatened or endangered species; and

WHEREAS, on the Lilac Ridge project there was a disagreement between the DNR employee and the third-party consultant regarding the quality level of the Calcareous Fen community found within the proposed project footprint; and

WHEREAS, clear and measurable criteria for the identification and evaluation of Calcareous Fen would assist all parties in identifying, mapping, locating, avoiding, preserving, protecting, and enhancing the fen, and would help reduce inter-agency and inter-governmental disputes concerning the same;

NOW, THEREFORE, BE IT RESOLVED that Minnesota Watersheds supports the relevant state agencies, together with relevant stakeholders (including watershed districts), convene a work group to develop by consensus clear, objective and measurable criteria for determining the presence and quality of Calcareous Fen, which criteria shall thereafter be used by all state and local units of government.

Notes: No recommendation, more research needed.

BACKGROUND INFORMATION ON MINNESOTA WATERSHEDS

RESOLUTION 2024-13

Resolution Requesting Minnesota Watersheds Support to Request New Legislation to Set Permit Review Time Limits upon the Department of Natural Resources

Proposing District: Shell Rock River Watershed District
Contact Name: Andy Henschel, District Administrator
Phone Number: 507-391-2795
Email Address: andy.henschel@co.freeborn.mn.us

Background that led to the submission of this resolution:

Watershed districts are local, water-purposed, governmental units that intimately know the local region, waters, and water-related issues. Watershed districts, as political subdivisions of the state, are entrusted to monitor local waters, produce watershed management plans which are reviewed, commented on, and receive state agency approval, and implement projects that conserve the natural resources and protect the public health and welfare consistent with these approved watershed management plans.

Fountain Lake, in the heart of the SRRWD, is on the impaired waters list in large part due to total phosphorus levels. The SRRWD has experienced significant delays in obtaining Department of Natural Resources (DNR) water permits to dredge Fountain Lake, despite years of water monitoring, consistency with watershed management plan and other state agency support, and negative declaration by Responsible Government Unit (RGU) for the need for an Environmental Impact Statement (EIS).

Ideas for how this issue could be solved:

Minnesota Statute § 15.992 requires that state agencies have a 60-day deadline to take final action on a written permit request, except the statute excludes an application requiring one or more public hearings or an EIS or EAW. No other statutory timeframe is required in the later situations. The SRRWD seeks support in requesting implementation of a similar 60-day review deadline when the request is made by another political subdivision or governmental unit, specifically including watershed districts, whereby the state agency must issue the permit within 60 days after the public hearings, issuance of negative declaration of the need for an EIS.

Efforts to solve the problem:

In each phase of project permitting, the SRWWD has met with DNR staff regarding timing and lack of diligence in issuing permits.

Anticipated support or opposition:

We anticipate support from watersheds and opposition from DNR.

This issue (check all that apply):

| | | | |
|---------------------------------|---------------|---------------------------------|---------------|
| Applies only to our district: | _____ | Requires legislative action: | _____ X _____ |
| Applies only to 1 or 2 regions: | _____ | Requires state agency advocacy: | _____ |
| Applies to the entire state: | _____ X _____ | Impacts MW bylaws or MOPP: | _____ |

MINNESOTA WATERSHEDS RESOLUTION 2024-13

Resolution Requesting Minnesota Watersheds Support to Request New Legislation to Set Permit Review Time Limits upon the Department of Natural Resources

WHEREAS, under authority of State statute, Minn. Stat. § 103D.201 Minnesota watershed districts' purpose is "to conserve the natural resources of the state by land use planning, flood control, and other conservation projects by using sound scientific principles for the protection of the public health and welfare and the provident use of the natural resources"; and

WHEREAS, watershed districts are charged with implementing Watershed Management Plans (the "Plan"); and

WHEREAS, in implementing the Plan, a watershed district Board of Managers (the "Board") initiates projects consistent with the Plan and applicable law ("Projects"), and

WHEREAS, watershed districts have authority under state law to:

- (1) sue and be sued;
- (2) incur debts, liabilities, and obligations;
- (3) exercise the power of eminent domain;
- (4) provide for assessments and to issue certificates, warrants, and bonds;
- (5) perform all acts expressly authorized, and all other acts necessary and proper for the watershed district to carry out and exercise the powers expressly vested in it;
- (6) make necessary surveys or use other reliable surveys and data and develop projects and programs to acquire data to accomplish the purposes for which the watershed district is organized;
- (7) establish and maintain devices for acquiring and recording hydrological and water quality data;
- (8) initiate, undertake, and implement projects;
- (9) cooperate or contract with any state or subdivision of a state or federal agency, private corporation, political subdivision, or cooperative association;
- (10) construct, clean, repair, alter, abandon, consolidate, reclaim, or change the course or terminus of any public ditch, drain, sewer, river, watercourse, natural or artificial, within the watershed district;
- (11) acquire, operate, construct, and maintain dams, dikes, reservoirs, water supply systems, and appurtenant works;
- (12) regulate, conserve, and control the use of water within the watershed district;
- (13) acquire by gift, purchase, taking under the procedures of this chapter, or by the power of eminent domain, necessary real and personal property, including property outside the watershed district where necessary for a water supply system;
- (14) contract for or purchase insurance the managers find necessary for the protection of the watershed district;
- (15) enter into contracts of construction or implementation authorized by this chapter;
- (16) enter lands inside or outside the watershed district to make surveys and investigations to accomplish the purposes of the watershed district;
- (17) take over when directed by a drainage authority all joint county or county drainage systems within the watershed district, together with the right to repair, maintain, and improve them;
- (18) provide for sanitation and public health and regulate the use of streams, ditches, or watercourses to dispose of waste and prevent pollution;
- (19) borrow funds from an agency of the federal government, a state agency, a county where the watershed district is located in whole or in part, or a financial institution authorized under chapter 47 to do business in this state;
- (20) prepare a floodplain map of the lands of the watershed district that are in the floodplain of lakes and watercourses;
- (21) prepare an open space and greenbelt map of the lands of the watershed district that should be preserved and included in the open space and greenbelt land areas of the watershed district;
- (22) appropriate necessary funds to provide for membership in a state association of watershed districts whose purpose is to improve watershed governmental operations;

- (23) make contracts or other arrangements with the federal government, persons, railroads or other corporations, political subdivisions, and the state or other states, with drainage authorities, flood control, soil conservation, or other improvement districts in this state or other states, for cooperation or assistance in constructing, maintaining, and operating the projects of the watershed district, or for the control of its waters, or for making surveys and investigations or reports on them;
- (24) purchase, lease, or acquire land or other property in adjoining states to secure outlets, to construct and maintain dikes or dams or other structures for the purposes of this chapter; and
- (25) conduct studies and monitoring of water resources within the watershed district and implement water resource management programs; and

WHEREAS, watershed districts in the State are required to prepare Comprehensive Watershed Management Plans every 10 years. These plans are vetted by Board of Water and Soil Resources (BWSR) and provide thorough statement of watershed management priorities; and

WHEREAS, watershed districts desire efficient due diligence and progress on Projects; and

WHEREAS, under Minnesota Statute § 15.992, state agencies have a 60-day deadline to take final action on a written request, except the statute excludes an application requiring one or more public hearings or an environmental impact statement or environmental assessment worksheet; and

WHEREAS, watersheds districts in the State have experienced significant delay in the Minnesota Department of Natural Resources' (DNR) processing of permits; and

WHEREAS, under Minnesota Statutes, watershed districts are political subdivisions in the State of Minnesota and have authority to act as the Responsible Governmental Unit (RGU) on projects. As such, watershed districts, like other public entities, including DNR, must follow the rules related to environmental assessment works and environmental impact statements, including soliciting comments from the agencies on the Environmental Quality Board Distribution List, providing responses, and issuing findings; and

WHEREAS, watershed districts in the state are created for the purpose of conserving the natural resources and protecting the public health and welfare and does so by implementing best management practices; and

WHEREAS, as an authoritative political subdivision within the State of Minnesota with significant legislative authority and routine vetting and approval of comprehensive watershed management plans within a watershed, with similar goals and authority as the state to protect and preserve the natural resources within the watershed district, watershed district permit applications should be provided deference in the review process and be expedited.

NOW, THEREFORE, BE IT RESOLVED that Minnesota Watersheds supports amending Minnesota Statutes to implement a 60-day permit review limit following a negative declaration on an EAW.

Notes: Committee recommends adoption.

Active Minnesota Watersheds Resolutions

December 1, 2023



FINANCE

Capacity

2021-01A: Support SWCD Capacity Fund Sources

Minnesota Watersheds supports SWCD capacity funds to come from county and state general funds.

2021-01B: Support Clean Water Funds for Implementation, Not Capacity

Minnesota Watersheds supports Clean Water Funds being used for implementation and not for capacity.

2021-02: Support Capacity Funding for Watershed Districts

Minnesota Watersheds supports capacity base funding resources directed to non-metro watershed district who request this assistance, to implement the activities as outlined in approved watershed district watershed management plans or comprehensive watershed management plans.

Grant Funding

2021-07: Support Metro Watershed-based Implementation Funding (WBIF) for Approved 103B Plans Only

Minnesota Watersheds supports BWSR distribution of metro WBIF among the 23 watershed management organizations with state-approved comprehensive, multi-year 103B watershed management plans. Those plans implement multijurisdictional priorities at a watershed scale and facilitate funding projects of any eligible local government unit (including soil and water conservation districts, counties, cities, and townships).

URBAN STORMWATER

Stormwater Quality Treatment

2022-02 Limited Liability for Certified Commercial Salt Applicators

Minnesota Watersheds supports enactment of state law that provides limited liability protection to commercial salt applicators and property owners using salt applicators who are certified through the established state salt-applicator certification program and follow best management practices.

Water Reuse

2022-01 Creation of a Stormwater Reuse Task Force

Minnesota Watersheds supports administratively or legislatively including at least one Minnesota Watersheds member on the Minnesota Department of Health's workgroup to move forward, prioritize, and implement the recommendations of the interagency report on reuse of stormwater and rainwater in Minnesota.

WATER QUANTITY

Drainage

2022-03: Seek Increased Support and Participation for the Minnesota Drainage Work Group (DWG)

- Minnesota Watersheds communications increase awareness of the DWG (meeting dates and links, topics, minutes, reports) amongst members.

- Minnesota Watersheds training opportunities strongly encourage participation in the DWG by watershed staff and board managers (for watersheds that serve as ditch authorities or work on drainage projects) – for e.g., add agenda space for DWG member updates, host a DWG meeting as part of a regular event.
- In preparation for Minnesota Watersheds member legislative visits, staff add a standing reminder for watershed drainage authorities to inform legislators on the existence, purpose, and outcomes of the DWG, and reinforce the legitimacy of the DWG as a multi-faceted problem-solving body.
- During Minnesota Watersheds staff Board of Water and Soil Resources (BWSR) visits, regularly seek updates on how facilitation of the DWG is leading to improvements for member drainage authorities and convey this information to members.

2023-03: Support New Legislation Modeled after HF2687 and SF2419 (2018) Regarding DNR Regulatory Authority over Public Drainage Maintenance and Repairs

Minnesota Watersheds supports the introduction of new legislation modeled after HF2687 and SF2419 and commits its lobbying efforts toward promoting the passage of the bills in subsequent sessions.

Funding

2022-05: Obtain Stable Funding for Flood Damage Reduction and Natural Resources Enhancement Projects

Minnesota Watersheds supports collaborating with the Red River Watershed Management Board and state agencies to seek funding from the Minnesota Legislature to provide stable sources of funding through existing or potentially new programs that provide flood damage reduction and/or natural resources enhancements. A suggested sustainable level of funding is \$30 million per year for the next 10 years.

Flood Control

2021-05: Support Crop Insurance to Include Crop Losses Within Impoundment Areas

Minnesota Watersheds supports expansion of Federal Multi-Peril Crop Insurance to include crop losses within impoundment areas.

2023-04 Seeking Action for Streamlining the DNR Flood Hazard Mitigation Grant Program

Minnesota Watersheds seeks action requiring the DNR to establish transparent scoring, ranking, and funding criteria for the Flood Hazard Mitigation Program (M.S. Chapter 103F) and asking the Minnesota Legislature to fully fund the state's share of eligible projects that are on the DNR's list within each two-year bonding cycle. Information regarding scoring, ranking, and funding should be provided annually to project applicants.

Regulation

2020-04 Temporary Water Storage on DNR Wetlands during Major Flood Events

Minnesota Watersheds supports the temporary storage of water on existing DNR-controlled wetlands in the times of major flood events.

WATER QUALITY

Lakes

2022-06: Limit Wake Boat Activities

Minnesota Watersheds supports working with the Minnesota Department of Natural Resources (DNR) to utilize the research findings from the St. Anthony Falls Laboratory and seek legislation to achieve one or more of the following:

- Limit lakes and areas of lakes in which wake boats may operate;
 - Require new and existing wake boats to be able to completely drain and decontaminate their ballast tanks; and
 - Providing funding for additional research on the effects of wake boats on aquatic systems.
-

WATERSHED MANAGEMENT AND OPERATIONS

Duties

2023-05: Support Increased Flexibility in Open Meeting Law

Minnesota Watersheds hereby supports changes to the Open Meeting Law to provide greater flexibility in the use of interactive technology by allowing members to participate remotely in a nonpublic location that is not noticed, without limit on the number of times such remote participation may occur; and allowing public participation from a remote location by interactive technology, or alternatively from the regular meeting location where interactive technology will be made available for each meeting, unless otherwise noticed under Minnesota Statutes Section 13D.021; and that Minnesota Watersheds supports changes to the Open Meeting Law requiring watershed district to prepare and publish procedures for conducting public meetings using interactive technology.

Watershed Planning

2020-03 Soil Health Goal for Metropolitan Watershed Management Plans

Minnesota Watersheds supports amending Minnesota Rule 8410.0080 to include a goal for soil health in watershed management plans and ten-year plan amendments.

2023-06 Education and Outreach to Encourage Formation of Watershed Districts in Unserved Areas

Minnesota Watersheds, in consultation with its membership, develop a framework for education and outreach intended to encourage petition and advocacy for the formation of watershed districts in areas of the state not presently served by watershed-based public agencies.

AGENCY RELATIONS

Advocacy

2021-06: Support 60-day Review Required for State Agencies on Policy Changes

Minnesota Watersheds supports requiring state agencies to provide a meaningful, not less than 60-day review and comment period from affected local units of government on new or amended water management policies, programs, or initiatives with a response to those comments required prior to adoption.

Regulation

2023-01 Require Watershed District Permits for all State Agencies

Minnesota Watersheds supports amending Minnesota Statutes § 103D.345, Subd. 5 to read as follows: **Subd. 5. Applicability of permit requirements to state.** A rule adopted by the managers that requires a permit for an activity applies to all state agencies, including the Department of Transportation.

REGULATIONS

2020-01 Appealing Public Water Designations

Minnesota Watersheds supports legislation that would provide landowners with a more formal process to appeal decisions made by the DNR regarding the designation of public waters including the right to fair representation in a process such as a contested case proceeding which would allow landowners an option to give oral arguments or provide expert witnesses for their case.

NATURAL RESOURCES

No current resolutions in this category.

Resolutions to Sunset

Effective December 31, 2024

It should be noted that in July the sunseting deadline was extended for resolutions expiring in 2017 by two years due to the pandemic and its influence on lobbying efforts. **All 2017 resolutions have a sunset date of 2024.**

2017-02 Temporary Lake Quarantine Authorization to Control the Spread of Aquatic Invasive Species (AIS)

Minnesota Watersheds supports legislation granting to watershed districts, independently or under DNR oversight, the authority, after public hearing and technical findings, to impose a public access quarantine, for a defined period of time in conjunction with determining and instituting an AIS management response to an infestation.

2019-01 Streamline the DNR permitting process

Minnesota Watersheds supports legislation, rules, and/or agency policies to streamline the DNR permitting process by increasing responsiveness, decreasing the amount of time it takes to approve permits, providing a detailed fee schedule prior to application, and conducting water level management practices that result in the DNR reacting more quickly to serious, changing climate conditions.

2019-02: Add a Classification for Public Drainage Systems that are Artificial Watercourses

Minnesota Watersheds supports removal of the default Class 2 categorization for public drainage systems that are artificial watercourses and supports a default Class 7 categorization for public drainage systems that are artificial watercourses.

2019-03 Support for Managing Water Flows in the Minnesota River Basin Through Increased Water Storage and Other Strategies and Practices

Minnesota Watersheds supports efforts to manage the flow of water in the Minnesota River Basin and the Minnesota River Congress in its efforts to increase water storage on the landscape; and Minnesota Watersheds supports the Minnesota River Congress in its efforts to secure state and federal programs targeted specifically to increase surface water storage in the Minnesota River Watershed.

2019-04: Clarify County Financing Obligations and/or Authorize Watershed District General Obligation Bonding for Public Drainage Projects

Minnesota Watersheds supports legislation to achieve one or both of the following:

- a) To clarify that an affected county must finance a watershed district drainage project on project establishment and request of the watershed district; and
- b) To authorize watershed districts to finance drainage project establishment and construction by issuance of bonds payable from assessments and backed by the full faith and credit of the watershed district; and further provide for adequate tax levy authority to assure the watershed district's credit capacity.

2019-05 Watershed District Membership on Wetland Technical Evaluation Panels

Minnesota Watersheds supports legislation to allow technical representatives of watershed districts to be official members of wetland technical evaluation panels (TEPs).

2019-06: Oppose Legislation that Forces Spending on Political Boundaries

Minnesota Watersheds opposes legislation that establishes spending requirements or restricts watershed district spending by political regions or boundaries.

2019-07 Chinese Mystery Snail Designation Change and Research Needs

Minnesota Watersheds supports Chinese Mystery Snail prevention and control research and to change the Chinese Mystery Snail designated status in Minnesota as a regulated species to a prohibited species.

BYLAWS

MINNESOTA ASSOCIATION OF WATERSHED DISTRICTS, INC.

Doing business as Minnesota Watersheds

St. Paul, Minnesota

ARTICLE I.

Offices and Corporate Seal

- 1.1 Official Name. The official name of the corporation is the Minnesota Association of Watershed Districts, Inc., which conducts business under the registered assumed name of, and is hereinafter referred to as, Minnesota Watersheds.
- 1.2 Purpose. The purpose of Minnesota Watersheds is to provide educational opportunities, access to information resources, interface with other agencies, facilitate tours, meetings, and lobby on behalf of members. Additionally, Minnesota Watersheds will facilitate the exchange of information to help members better comply with governmental regulations and laws while offering an informed interface with the community or communities being served. Minnesota Watersheds will work to secure the capacity of its members to implement their statutory powers and purposes.
- 1.3 Organized. The corporation is organized as a 501(c)(4) organization. Notwithstanding any provision of the Articles of Incorporation or Bylaws which may be interpreted to the contrary, Minnesota Watersheds shall not authorize or undertake any actions which jeopardize its status as a 501(c)(4) organization.
- 1.4 Office. The registered office of the corporation shall be designated by the Board of Directors.
- 1.5 Corporate Seal. The corporation shall have no corporate seal.
- 1.6 Manual of Policy and Procedures. The Board of Directors has established a management document identified as the Manual of Policy and Procedures to support the orderly and timely details of regular operation. It may be revised at any time by a majority vote of the Board of Directors.

ARTICLE II.

Membership

- 2.1 Membership. Each dues-paying watershed district or watershed management organization duly established and in good standing pursuant to Minnesota Statutes, Chapter 103B or 103D, shall be entitled to membership in this corporation.
- 2.2 Delegates. Alternates. When a watershed district or watershed management organization becomes a member of this corporation, it shall designate from among its board members two delegates to represent it in this corporation. In addition, each member may designate alternate delegates to represent such member in the absence of any originally designated delegate. Thereafter, each member shall annually designate its delegates and alternate delegates so long as it remains a member in good standing of this corporation.

- 2.3 Termination of Membership. Any member that has failed to pay its dues is not in good standing and shall be stricken from the membership roll.
- 2.4 Resignation of Member. Any member may withdraw from this corporation effective immediately by notifying the secretary in writing. Regardless of the date of termination, there shall be no refund of the annual dues paid by the member.

ARTICLE III.

Meetings of Membership

- 3.1 Annual Business Meeting. An annual meeting of this corporation shall be held to transact such business as shall properly come before them. Notice of the time and place of such annual meeting shall be mailed, either physically or electronically, by the secretary to all members at least thirty (30) days in advance thereof.
- 3.2 Special Meeting. Special meetings of the members of the corporation shall be called by the president upon request of a majority of directors of the Board of Directors or upon the written request of one-third of the members of the corporation in good standing. This request shall be in writing addressed to the president or the secretary of the corporation. Within thirty days of receipt of said request, the Board of Directors ~~shall, shall~~ mail (either physically or electronically) notice of said special meeting to all members. This notice shall state the objective of the meeting and the subjects to be considered.
- 3.3 Quorum. ~~A majority of Each dues-paying watershed district or watershed management organization may appoint the up to two delegates (two per member). shall constitute a quorum for the transaction of business. A quorum consists of the majority of the delegates registered at the annual conference and in attendance irrespective of whether some have departed. Once a quorum has been established there shall be no further question as to the quorum.~~
- 3.4 Voting. Any action taken by the members shall be by majority vote of the delegates present unless otherwise specifically provided by these Bylaws. Each member shall be entitled to one (1) vote for each delegate present.

ARTICLE IV.

Board of Directors

- 4.1 General Powers. The business activities of the corporation shall be directed and managed by the Board of Directors. The Board of Directors shall be authorized to pay officers and directors of the corporation per diem allowances and expenses as may from time to time be submitted to the Board of Directors, and such other expenses as may from time to time be necessary for the furtherance of the corporation's business, consistent with the rate and provisions of watershed board member per diem allowances and expense reimbursement provided in state law. The Board of Directors is authorized to hire and/or contract for services needed.
- 4.2 Directors to be Elected by Regions. For the purpose of election of the Board of Directors, members are grouped into three regions; three Directors shall be elected from each region, with staggered three-year terms. Members from each region shall elect one director for a three-year term at the annual business meeting of ~~the Association~~ Minnesota Watersheds. No watershed district or watershed management organization shall have more than one board member elected to be a Director on the Board of Directors of the ~~Corporation~~ corporation. In the event of a vacancy on the Board of Directors, the Board of Directors may appoint a member for the remaining term from a watershed district or watershed management organization with an existing representative on the

Board of Directors if there are no other candidates from the region requesting appointment to the position. In the event a vacancy is filled by the Board of Directors, such appointment shall be submitted to the regional caucus for approval at the next regional caucus meeting. Regional caucuses shall elect a Chairman and Recording Secretary report the election results to the Convention at a designated time. The member watershed districts and watershed management organizations present at the Regional Caucus meeting shall have full authority to elect a Chairman, Recording Secretary, and representatives to the Board of Directors.

- 4.3 Regions. The Board of Directors may re-align the regions or the members contained therein, it being the intent and purpose that each region contain the approximate same number of members. Any watershed district or watershed management organization in Minnesota not presently a member of this corporation, upon admission to membership, will be assigned to a region by the Board of Directors. Regional membership shall be listed in the Manual of Policy and Procedures.
- 4.4 Number, Qualification, and Term of Office. The number of directors constituting the ~~board~~Board of Directors shall be nine. Each director elected at the annual meeting shall be elected for a three-year term. Directors shall be on the board of a watershed district or watershed management organization that is a member in good standing of this corporation.
- 4.5 Vacancies. If there be a vacancy among the officers of the corporation or among the directors by reason of death, resignation, termination of membership, or removal as provided by law, the Articles of Incorporation, or these Bylaws, or otherwise or for non-excused absences for three consecutive meetings, such vacancy shall be filled by the Board of Directors until the next Annual Meeting of ~~the Association~~Minnesota Watersheds.
- 4.6 Removal of Directors~~by Members~~. At a special meeting of the Board of Directors called solely for that reason, the notice of which meeting shall have been given in writing to members of ~~this board~~the Board of Directors at least thirty days prior thereto and not more than fifty days prior thereto, a super majority of seven members of ~~this board~~the Board of Directors may remove one or more directors from their term of office without cause.
- 4.7 Meetings, Actions. The Board of Directors shall hold the annual meeting of the Board of Directors immediately after the annual meeting of the members of this corporation, and at such annual meeting shall elect the officers as above provided. Regular meetings of the Board of Directors shall be held at a time and place to be fixed by resolution or adopted by the majority of the Board of Directors.

The majority of the Board of Directors shall constitute a quorum. Directors may participate and vote in Board of Directors meetings by telephone or other electronic means approved by the Board in the Manual of Policy and Procedures.

Actions may be taken by a majority vote of those Directors present or participating by telephone or other electronic means approved by the Board in the Manual of Policy and Procedures. The ~~secretary~~Secretary of the ~~board~~Board of Directors, with the assistance of the executive director, shall give written or electronic notice to each director at least ~~ten (10)~~seven calendar days in advance of any regular or special directors' meeting. Special meetings may be called at the discretion of the President of the ~~board~~Board of Directors or upon demand in writing to the ~~secretary~~Secretary by three (3) directors of the Board of Directors.

- 4.8 Conflicts of Interest. Members of the Board of Directors shall act at all times in the best interests of the corporation. This means setting aside personal self-interest and performing their duties in

transacting the affairs of the corporation in such a manner that promotes public confidence and trust in the integrity, objectivity, and impartiality of the Board. No Director shall directly or indirectly receive any profit from his/her position as such, and Directors shall serve without remuneration other than as provided in Section 4.1 of these Bylaws for the payment for reasonable expenses incurred by them in the performance of their duties. The pecuniary interests of immediate family members or close personal or business associates of a director are considered to also be the pecuniary interest of the director.

- 4.9 Indemnification. All directors and officers of the corporation shall be indemnified against any and all claims that may be brought against them as a result of action taken by them on behalf of the corporation as provided for and subject to the requirements of Chapter 317A of Minnesota Statutes as amended.

ARTICLE V. Board Officers

- 5.1 Officers and Duties. There shall be four officers of the ~~board~~Board of Directors, consisting of a ~~president~~President, ~~vice~~Vice president, ~~secretary~~Secretary, and ~~treasurer~~Treasurer. All officers shall be directors of the corporation. Their terms and duties are as follows:
- 5.2 President. The ~~president~~President shall serve a term of office of one year and may, upon re-election, succeed himself/herself for two additional successive terms. The ~~president~~President shall have the following duties:
- Convene and preside over regularly scheduled ~~and special board~~meetings of the Board of Directors and annual or special Minnesota Watersheds membership meetings.
 - Have general powers and duties of supervision and management as directed by the Manual of Policy and Procedures.
 - Appoint such committees as he/she shall deem necessary with the advice and consent of the Board of Directors.
- 5.3 Vice President. The Vice President shall serve a term of office of one year and may, upon re-election, succeed himself/herself for two additional successive terms. The Vice President shall have the following duties:
- Assume and perform the duties of the ~~president~~President in case of his/her absence or incapacity; and shall chair committees on special subjects as designated by the President.
 - Have general powers and duties of supervision and management as directed by the Manual of Policy and Procedures.
- 5.4 Secretary. The Secretary shall serve a term of office of one year and may, upon re-election, succeed himself/herself for two additional successive terms.
- The Secretary shall be responsible for preparing and keeping all records of board actions, including overseeing the taking of minutes at all board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each ~~board member~~director, and assuring that corporate records are maintained.
- 5.5 Treasurer. The Treasurer shall serve a term of office of one year and may, upon re-election, succeed himself/herself for two additional successive terms.

The ~~treasurer~~Treasurer shall Co-chair the finance committee, maintain account of all funds deposited and disbursed, disburse corporate funds as designated by the Board of Directors, assist in the preparation of the budget, collect membership dues, and make financial information available to board members and the public.

ARTICLE VI.

Committees

6.1 Committees. Committee co-chairs shall be appointed by the Board of Directors. All committees shall have co-chairs.

ARTICLE VII.

Fiscal Year, Dues and Annual Review of Financial Procedures

6.17.1 Fiscal Year. The fiscal year of the corporation shall end on September 30 each year.

6.27.2 Membership Dues. Dues will be determined annually by the Board of Directors as specified in the Manual of Policy and Procedures.

6.37.3 Annual Dues. Annual dues shall be payable in January of each year. If a member's dues are not paid on or before April 30 of each year, such member's name shall be stricken from the membership roll. Reinstatement shall be upon such terms and conditions as prescribed by the Board of Directors.

The Board of Directors shall have the authority to suspend or defer dues of any newly organized watershed district or watershed management organization that joins this association until such member watershed district or watershed management organization is in actual receipt of its first authorized fund. The Board shall send out the annual dues statement with payment directed to the Minnesota Watersheds accounting firm. The Board of Directors may consider deferring, suspending, or reducing dues to new members or on an individual case basis when an appeal is made by a member because of hardship or funding problems.

6.47.4 Annual Review of Financial Procedures. The Board of Directors of this corporation shall provide for an annual review of financial procedures of all its resources and expenditures. A full report of such review and financial status shall be furnished at each annual meeting of the members. This review will be conducted by an auditing firm selected by the Board of Directors with experience in the field of government and water management. The review results shall be furnished to all members within forty-five days after receipt thereof by the Treasurer.

ARTICLE VIII.

Employees

7.18.1 Employees. At the discretion of and under the direction of the Board of Directors, Minnesota Watersheds may choose to hire and administer various employees. Their positions and job expectations shall be individually developed and included in the Manual of Policy and Procedures.

ARTICLE ~~VIII~~IX.

Resolutions and Petitions

8.19.1 Resolutions: The Co-Chairs of the Minnesota Watersheds Resolutions Committee will send a request for resolutions, along with a form for submission, to the membership at least three months prior to the annual Minnesota Watersheds membership meeting. Resolutions and their justification

must be submitted to the Minnesota Watersheds Resolutions Committee in the required format at least two months prior to the annual Minnesota Watersheds membership meeting for committee review and recommendation. The committee will present these resolutions and their recommendations to the Board of Directors and the Minnesota Watersheds membership at least one month prior to the start of the annual Minnesota Watersheds membership meeting. The Board of Directors may make additional recommendations on each proposed resolution through its board meeting process. This same procedure will be used when policy issues are to be considered at any special Minnesota Watersheds membership meeting.

8.29.2 Petitions: Any member or group of members may submit to the Board of Directors at any time a petition requesting action, support for, rejection of, or additional information on any issue of potential importance to the members. Such petitions require signed resolutions from at least 15 members before a special meeting of the membership will be convened.

ARTICLE ~~IX~~.

Chapters

9.110.1 Chapters. Members may form chapters to further the purposes stated in Article II of the Articles of Incorporation, to carry out policies of the Board of Directors, and to suggest policies for consideration by the Board of Directors.

ARTICLE ~~XI~~.

Rules of Order

10.111.1 Rules. When consistent with its Articles of Incorporation and these Bylaws, the ~~12th~~-current edition of Robert's Rules of Order Newly Revised shall ~~govern~~provide guidance to the proceedings of this corporation. For consistency in operation, a copy shall be available for consultation if requested at every scheduled meeting of the Board of Directors and Membership meetings.

ARTICLE ~~XII~~.

Amendments

11.112.1 Amendments. These Bylaws may be amended by a majority vote of the members of this corporation only as provided below.

11.212.2 Annual Meeting. At the annual meeting of the members of this corporation, the Bylaws may be amended by the majority of the members present if there is a quorum at said annual meeting and due notice has been given to the membership of the changes 30 days in advance of the meeting.

11.312.3 Special Meeting. These Bylaws may be amended by the members at a special meeting called for that reason but only by a majority vote of the entire membership of the corporation, and only if there has been thirty days' written notice to all members of such special meeting. Such special meeting may be called upon the request of one-third of the members of this corporation by notice in writing to the secretary or president, which notice shall ask for said special meeting and shall state the proposed Bylaws changes, and upon receipt of such request, the ~~secretary~~Secretary or ~~president~~President must send written, either by mail or electronically, notice of the meeting to the members of this corporation within thirty days of receipt of such request, which shall be not less than thirty days nor more than fifty days of the date of the written notice.



**MINNESOTA
WATERSHEDS**
Connecting People. Protecting Water.

~~2024 LEGISLATIVE PLATFORM~~ 2025 LEGISLATIVE PLATFORM

Abstract

This document articulates clearly defined legislative policies so members and Minnesota Watersheds representatives on the Board of Water and Soil Resources Board, Clean Water Council, and Local Government Water Roundtable can accurately state our positions.

Adopted December ~~1, 2023~~ 6, 2024

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Purpose

Minnesota Watersheds represents both watershed districts and watershed management organizations (collectively referred to as Watersheds). That representation underscores the necessity of protecting Watershed powers, duties, and planning responsibilities on a watershed basis.

This legislative platform outlines Minnesota Watersheds positions on legislative matters and serves as the foundation for our organization to support or oppose various local, state, and federal legislation. The legislative platform is based on adopted resolutions and emerging issues as identified by the MAWA Legislative Platform Committee and the Minnesota Watersheds Resolutions and Legislative Committees and adopted by the membership. It also ~~is designed to articulate~~ clearly articulate defined legislative policies so members and Minnesota Watersheds representatives on the Board of Water and Soil Resources Board, Clean Water Council, and Local Government Water Roundtable can accurately state our positions.

Emerging Issues

New or developing problems or concerns may arise that require attention before or during the legislative session. Those problems or concerns likely have not been addressed through the resolutions process, may or may not be identified in the legislative platform, but will need to be addressed by the lobbying team and executive director through attendance and meetings, written comments, testifying at hearings, or legislation. Flexibility is necessary so that the lobbying team and executive director can be proactive on behalf of Minnesota Watersheds with state agencies, non-governmental organizations, and at the legislature.

The Minnesota Watersheds Manual of Policy and Procedures states: In the event legislation or state agency policy is introduced that may cause harm to Minnesota Watersheds members and there is no policy adopted by Minnesota Watersheds on the issue, the Minnesota Watersheds Board of Directors may review the legislation or policy and adopt a temporary position on the issue on behalf of the organization. The policy position will be in effect until the next annual resolutions hearing. At that time, the membership must review the policy position and vote on whether it should become a permanent policy position or should expire.

Finance

Watershed ~~organization~~s are tasked with many responsibilities by Minnesota statute and ~~the~~ local priorities are set by their boards. To effectively perform those duties, adequate funding is necessary. Although some Watersheds have levy authority, there are many other avenues of funding that are important for achieving local water management, as well as water quality and quantity goals.

1. Capacity

- a. Support Clean Water Funds for implementation, not capacity (Resolution 2021-01A and B)
- b. Support capacity funding for watershed districts (Resolution 2021-02)
- c. Support General Fund repayment of Soil and Water Conservation District capacity funds to the Clean Water Fund

2. Grant Funding

- a. Support metro watershed-based implementation funding for approved 103B plans only (Resolution 2021-07)

- b. Support a more equitable formula for watershed-based implementation funding in the metro
- c. Lobby for watershed-specific grant funding

Urban Stormwater

Watersheds and land use management partners work to reduce polluted stormwater runoff and/or increase infiltration from urbanization and hard surfaces. Many Watersheds in the state have adopted regulatory standards and/or official controls to successfully manage urban stormwater when land alterations occur. Watersheds also implement a variety of urban stormwater management practices to treat runoff before it enters our lakes, streams, and wetlands.

1. Stormwater Quality Treatment

- a. Support limited liability for certified commercial salt applicators (Resolution 2022-02)
- b. Support, partner/collaborate with a municipal separate storm sewer system (MS4s municipal separate storm sewer system) (if/where appropriate) in permit compliance activities
- c. Support the use of green infrastructure and minimizing impervious surfaces, where practical, in urban development and planning
- d. Where it may exist, support removing duplication of urban stormwater regulatory standards and controls
- e. Support the rescission of the Department of Labor and Industry/Plumbing Board Final Interpretation of Inquiry PB0159, storm drainage surcharge to return to common engineering practice for stormwater pond design

2. Water Reuse

- a. Support ~~creation of a~~ Stormwater Reuse Task Force and for the Minnesota Department of Health to complete a review process (Resolution 2022-01)
- b. Support efforts to clarify and simplify State Plumbing Board rulings and requirements to facilitate more reuse of rainwater/stormwater

Water Quantity

Watersheds are directed by statute to conserve the natural resources of the state by land use planning, flood control, and other conservation projects. Specific purposes refer to flood damage reduction, stream flows, water supply, and drainage ~~ditch~~systems, as well as to identify and plan for effective protection and improvement of surface water and groundwater, and to protect and enhance fish and wildlife habitat and water recreational facilities. Numerous past, present, and future legislative initiatives have affected how water quantity issues are managed at the local level. This very broad-based topic includes management of the volume of water (drought, flooding, water supply), the flow of water (drainage, storm water, channel restoration, habitat), and recreational (lakes, rivers, wetlands) activities like fishing, boating, and hunting.

1. Drainage

- a. Support the current statutory requirements for notification and coordination in the development of petitioned repairs, drainage improvement projects, and new drainage systems

- b. Support the addition of a classification for public drainage systems that are artificial watercourses ~~(Resolution 2019-02)~~
- c. Seek increased support for and participation in the Drainage Work Group (Resolution 2022-03)
- d. Oppose the drainage registry information portal
- e. Oppose incorporating increased environmental, land use, and multipurpose water management criteria (M.S. 103E.015 requirements)
- f. ~~Comply with the legislative mandate to review outlet adequacy and notification requirements in the Drainage Work Group~~
- g. Support new legislation modeled after HF2687 and SF2419 (2018) regarding DNR Department of Natural Resources regulatory authority over public drainage maintenance and repairs (Resolution 2023-03)
- h. Oppose mandatory Environmental Assessment Worksheets for drainage projects
- i. Investigate ways of maintaining water flow during periods of drought and to explore opportunities for aquifer recharge.

2. Funding

- a. Obtain stable funding for flood damage reduction and natural resources enhancement projects (Resolution 2022-05)
- b. Clarify county financing obligations and/or authorize watershed district general obligation bonding for public drainage projects ~~(Resolution 2019-04)~~

3. Flood Control

- a. Support crop insurance to include crop losses within impoundment areas (Resolution 2021-05)
- b. Seek action for streamlining the ~~DNR~~ Department of Natural Resources Flood Hazard Mitigation Grant Program (Resolution 2023-04)

4. Regulation

- a. Support temporary water storage on Department of Natural Resources wetlands during major flood events (Resolution 2020-04)
- b. Support managing water flows in the Minnesota River Basin (statewide) through increased water storage and other strategies and practices ~~(Resolution 2019-03)~~
- c. Work with Minnesota Department of Transportation to support flood control and how to handle increased water volume issues along state and federal highway systems (example from Bemidji district of ~~MnDOT~~ the Minnesota Department of Transportation)

5. Policy

- a. Support funding for watershed-based climate resiliency projects and studies
- b. Support funding for best management practices that protect and enhance groundwater supply

Water Quality

Protecting and improving the quality of surface and ground water in our Watersheds is an essential component of managing water resources on a watershed basis.

1. Lakes

- a. Support limiting wake boat activities (Resolution 2022-06)
- b. Support designation change and research needs for the Chinese Mystery Snail (~~Resolution 2019-07~~)
- c. Support temporary lake quarantine authorization to control the spread of aquatic invasive species (~~Resolution 2017-02~~)
- d. Support streamlining permit applications for rough fish management
- e. Support dredging as a best management practice to manage internal phosphorus loads in lakes

2. Wetlands

- a. Support a statutory requirement for water level control structures in wetland restorations and wetland banks
- b. Support federal, state, and local funding for wetland restoration and protection activities
- c. Seek clarification of the statutorily modified definition of wetlands and the effects on watershed implementation of the Wetland Conservation Act (Minnesota Laws 2024, Chapter 90, Article 3, section 77)

3. Rivers and Streams

- a. Support a statutory deadline for Department of Natural Resources Public Waters Work Permits (45-60 days)
- b. Support automatic transfer of public waters work permits to Watersheds (M.S. Chapter 103G.245 Subd.5)

4. Policy

- a. Support funding for watershed-based climate resiliency projects and studies
- b. Support funding for best management practices that protect groundwater quality

Watershed Management and Operations

Protecting, enhancing, defending, and supporting existing Watershed statutory powers, duties, and planning responsibilities is necessary for effective and efficient watershed management and operations. Specific Watershed powers, duties, and planning responsibilities are contained in Minnesota Statutes [Chapter 103B](#) and [Chapter 103D](#).

1. Watershed Powers

- a. Support and defend eminent domain powers for watershed districts
- b. Support Watershed powers to levy property taxes and collect special assessments
- c. Support a watershed district's power to accept the transfer of drainage systems in the watershed; to repair, improve, and maintain the transferred drainage systems; and to construct all new drainage systems and improvements of existing drainage systems in the watershed
- d. Support a Watershed's power to regulate the use and development of land within its boundaries

2. Watershed Duties

- a. Support a Watershed's duty to initiate projects
- b. Support a Watershed's duty to maintain and operate existing projects

- c. Support increased flexibility in the open meeting law (Resolution 2023-05)

3. Watershed Planning

- a. Support a Watershed's ability to jointly or cooperatively manage and/or plan for the management of surface and ground water
- b. ~~Support watershed autonomy during and following a One Watershed, One Plan development process~~
- c. Support the connection between watershed-based implementation and funding
- d. Support development of a soil health goal for metropolitan watershed management plans (Resolution 2020-03)
- e. ~~Support Education education~~ and outreach to encourage formation of watershed districts in unserved areas (Resolution 2023-06)

Agency Relations

Watershed organizations work with many federal and state agencies to accomplish their mission. While relationships vary from administrative to funding and regulatory, agency policies and procedures can have a major impact on Watershed operations and projects. Maintaining strong, positive relations and ensuring Watersheds have a role in policy making is key to successful watershed management and operations.

1. Advocacy

- a. Require a 60-day review periods before state agencies adopt new policies related to water and watershed management (Resolution 2021-06)
- b. Increase collaborative efforts between Minnesota Watersheds and all state agencies involved in water management

2. Representation

- a. Support watershed district managers being appointed, not allowing county commissioners to serve as managers

3. Regulation

- a. Streamline the Department of Natural Resources permitting process by increasing responsiveness, decreasing the amount of time it takes to approve permits, providing a detailed fee schedule prior to application, and conducting water level management practices that result in their reaction more quickly to serious, changing climate conditions (~~Resolution 2019-01~~)
- b. Require watershed district permits for all state agencies (Resolution 2023-01)
- c. Oppose mandatory Environmental Assessment Worksheets for drainage projects

Regulations

Watershed representation on state and local panels and committees and the ability for Watersheds to regulate development and use of land within the organization's boundaries without prohibitive regulatory restrictions is necessary.

- a. Oppose legislation that forces spending on political boundaries (~~Resolution 2019-06~~)
- b. Support the ability to appeal public water designations (Resolution 2020-01)
- c. Seek Watershed membership on Wetland Technical Evaluation Panels (~~Resolution 2019-05~~)

Natural Resources

Minnesota Statutes direct Watersheds to conserve the natural resources of the state. Some of the purposes listed in statute are to conserve water in streams and water supply, alleviate soil erosion and siltation of water courses or water basins, regulate improvements by riparian property owners of the beds, banks, and shores of lakes, streams, and wetlands for preservation and beneficial public use; protect or enhance the water quality in water courses or water basins; and protect and preserve groundwater resources.

1. Planning

- a. Ensure timely updates to Wildlife Management Area plans (~~Resolution 2018-06~~)
- b. Support Watershed inclusion in development of state plans (i.e., Prairie Plan, State Water Plan, etc.) related to water and watershed management

2. Policy

- a. Support funding for climate resiliency
- b. Seek clarification in the statutory language regarding funding for and updating the public waters inventory (Minnesota Laws 2024, Chapter 116, Article 3, section 47)

3. Habitat

- a. Clarify buffer rule issues
- b. Support funding to reduce erosion and sedimentation
- c. Support funding for the enhancement, establishment, and protection of stream corridors and riparian areas
- d. Support funding for the enhancement and protection of habitats

2024 Results

This section will document when an issue is resolved.

Water Quantity

Drainage

- Comply with the legislative mandate to review outlet adequacy and notification requirements in the Drainage Work Group
 - During the 2023 legislative session (Minnesota Laws 2023, Chapter 60, Article 5, section 21), BWSR and the DWG were directed by the legislature to evaluate and develop recommendations on the definition and application of outlet adequacy as provided in M.S. Chapter 103E.261 and public notice requirements for drainage activities, including a drainage registry portal. The report was developed during DWG meetings following the 2023 legislative session. The report was submitted to the legislature on February 1, 2024 as required by the statutory language.

Watershed Management and Operations

Watershed Planning

- Support watershed autonomy during and following a One Watershed, One Plan development process
 - Changes were made to clarify and modernize M.S. Chapter 103D during the 2024 legislative session (Minnesota Laws 2024, Chapter 90, Article 3, section 42). M.S. Chapter 103D.401 was clarified that a watershed district maintains the authority to adopt a plan even when participating in a comprehensive watershed management planning program under section 103B.801 (One Watershed, One Plan/1W1P).



**MINNESOTA
WATERSHEDS**
Connecting People. Protecting Water.

10-YEAR STRATEGIC PLAN

December 2, 2022

Updated: December 6, 2024

Abstract

This document defines Minnesota Watersheds' mission and vision for the future and identifies goals, objectives, strategies, and tactics.

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MINNESOTA WATERSHEDS

STRATEGIC PLAN GOALS AND OBJECTIVES

MISSION: To support and advocate for leaders in watershed management.

VISION: To establish excellence and innovation in all watershed-based organizations.

GOALS AND OBJECTIVES:



Fortify the infrastructure of Minnesota Watersheds to ensure reliable delivery of services.

- Ensure Minnesota Watersheds governance and management are aligned with the Strategic Plan.
- Develop concentrated communication efforts.
- Empower Minnesota Watersheds to accomplish its goals and objectives.
- Invest in technological resources to accommodate access to information.
- Better utilize member and executive committees for healthy and sustainable Minnesota Watersheds' operations.



Build a watershed community that supports one another.

- Enhance member engagement through inclusivity.
- Grow membership.
- Expand participation at Minnesota Watersheds' events.
- Increase member involvement on committees and the Minnesota Watersheds Board of Directors to assure member needs are met.



Serve as a liaison to collaborate with statewide agencies and associations.

- Increase collaborative efforts between the Board of Water and Soil Resources and Minnesota Watersheds.
- Increase partnership activities with statewide entities.



Ensure strong legislative policies are in place for watershed management.

- Streamline the resolutions and legislative platform processes.
- Articulate clearly defined legislative policies so members and Minnesota Watersheds' representatives can accurately state our positions.
- Focus and prioritize lobbying efforts.
- Increase member engagement in the legislative process.



Enhance the skills of watershed district and watershed management organization boards.

- Provide guidance and direction for efficient and effective member board operations.

Introduction

This document is intended to be a **long-range, 10-year Strategic Plan**. Each year the Strategic Plan Committee will make recommendations to the Minnesota Watersheds Board of Directors on the organization's top priorities. The Annual Work Plan for the Minnesota Watersheds Board of Directors will be developed based on the goals, objectives, strategies, and tactics described in this plan, as well as the day-to-day operations described in the Manual of Policy and Procedures. The Tactics Timetable will be developed based upon priorities determined by the Strategic Plan Committee and recommended to the Minnesota Watersheds Board of Directors as follows: ~~annual work plan for the Minnesota Watersheds Board of Directors;~~ two-year work plan for the Executive Director; ~~and five- and 10-year work plans~~ based on Strategic Plan Committee priorities and work accomplished. This process will be done to better ensure accomplishing the goals and setting expectations for member watershed districts, watershed management organizations, the Minnesota Watersheds Board of Directors, and the Executive Director.

Definitions

Members – dues paying Watershed districts and Watershed management organizations

Non-members – Watershed districts and Watershed management organizations that have chosen not to pay dues

Strategic Plan

Mission

To support and advocate for leaders in watershed management.

Vision

To establish excellence and innovation in all watershed-based organizations.

Values

Collaborate: work with partners to enhance members' watershed management skills and initiatives.

Efficient: provide services to maximize effective science-based principles for watershed management.

Support: promote and assist members' efforts in watershed management.

Member-driven: seek and consider input to ensure the organization's decisions reflect members' voices.

Transparent: communicate information about the performance, financial position, and governance of the organization in an open and honest manner.

Goals, Objectives, Strategies, and Tactics

Goal 1: Fortify the infrastructure of Minnesota Watersheds to ensure reliable delivery of services.

Objectives, Strategies, and Tactics to Achieve Goal 1

1. Ensure Minnesota Watersheds' governance and management are aligned with the Strategic Plan.
 - Focus the organization's efforts on defined goals, strategies, objectives, and tactics.
 - i. Confirm, each month, that Board of Directors' actions reflect the Strategic Plan.
 - ii. If new issues arise that require significant resources, seek member support before pursuing.

- iii. Do not adopt major policies or expenditures without staff review and recommendations that consider pros and cons, alternatives, costs, and member perspectives.
2. Develop concentrated communication efforts.
 - Communication plan.
 - i. ~~Develop~~ Maintain the adopted communication plan that brings structure and consistency to all Minnesota Watersheds' communication efforts.
 - Newsletters.
 - i. Adhere to a consistent process for newsletter development and distribution, as well as a process for posting newsletters on the website.
 - ii. Ensure newsletters are distributed to members and non-members.
 - Minnesota Watersheds Board of Directors agendas and meeting packets.
 - i. Distribute agendas and meeting packets directly to each member organization ahead of each meeting and post agendas on the website.
3. Empower Minnesota Watersheds to accomplish its goals and objectives.
 - Sufficient staffing.
 - i. Invest in sufficient staff to complete identified strategies and tactics.
 - Suitable policies.
 - i. Set policies that ensure adequate funding for staffing and technological resources.
 - ii. Develop an annual work plan for the Minnesota Watersheds Board of Directors.
4. Invest in technological resources to accommodate access to information.
 - Robust website.
 - i. ~~Update~~ Maintain the website to be an up-to-date website that is a and complete resource for boards and administrators.
 - Efficient internal communication tool.
 - i. Work with Minnesota Association of Watershed Administrators to launch and house a platform for data sharing and networking.
 - ii. Transition electronic files to the cloud for reliable backup and document sharing among staff.
5. Better utilize member and executive committees for healthy and sustainable Minnesota Watersheds' operations.
 - Member committees.
 - i. Maintain four member committees: Awards, Events/Education, Legislative, and Resolutions/Policy.
 - ii. Adjust Support committee leadership ~~to of~~ one manager and one administrator who serve as co-chairs. Continue to populate ~~the committees~~ with one manager and one administrator from each region.
 - iii. Refine Review committee scopes of work annually.
 - iv. ~~Develop annual work plans for committees.~~
 - Executive committees.
 - i. ~~Form~~ Retain three executive committees: Governance, Personnel, and Finance.
 - ii. Governance Committee: Members include ~~one Minnesota Watersheds Board member from each region~~ the Minnesota Watersheds President, Vice President, Secretary, and except for the Personnel Committee, the Executive Director.
 1. ~~Combine the bylaws, Manual of Policy and Procedures, and Committee into one executive governance committee.~~ This committee ~~would~~ will handle ~~minor day-to-day~~ issues and make recommendations to the board of directors. When ~~major~~ reviews or revisions to the Bylaws, Manual of Policy and Procedures, and/or the Strategic Plan are

- warranted, ~~form the appropriate~~ member committee will meet, as defined above, to perform the assigned work.
- iii. Personnel Committee: Members include the Minnesota Watersheds President, Vice President, Secretary, and Treasurer.
 - iv. Finance Committee: Members include the President, Vice President, Secretary, Treasurer, and Executive Director.
 1. The Executive Finance Committee will prepare a budget, with the assistance of the member finance committee and the accountant, and make the annual recommendation to the board of directors on regarding dues. Form a member committee, as defined above, when major projects are warranted, such as proposing a new dues structure.
 - v. Refine-Review committee scopes of work annually.
 - vi. Develop annual work plans for committees.

Goal 2: Build a watershed community that supports one another.

Objectives, Strategies, and Tactics to Achieve Goal 2

1. Enhance member engagement through inclusivity.
 - ~~Change-Retain Minnesota Watersheds~~ the name of the organization to accurately represent membership.
 - i. ~~Adopt Minnesota Watersheds as the new name of the organization.~~
2. Grow and sustain membership.
 - Develop and share membership benefits information.
 - Meet individually with members to understand their needs, address concerns, and strengthen the partnership with Minnesota Watersheds.
 - Meet individually with non-members to address concerns and increase the number of watershed districts and watershed management organizations as Minnesota Watersheds members.
 - i. Start-Continue discussions with the ~~10-five~~ non-member watershed districts and 15 non-member watershed management organizations on the benefits of membership.
 - ii. Use the Minnesota Watersheds Regional Board of Directors and/or Administrators to advocate for Minnesota Watersheds around the state.
3. Expand participation at Minnesota Watersheds events.
 - Increase the number of members that attend Minnesota Watersheds events.
 - i. Be inclusive of members and non-members for Minnesota Watersheds events and meetings ~~to maintain a sense of fairness, apply discounts to members.~~
 - ii. Hold regional caucuses in conjunction with all Minnesota Watersheds events.
 - iii. Increase the current average attendance of members at Minnesota Watersheds events: Legislative Meeting (75), Summer Tour (130), and Annual Conference (500).
4. Increase member involvement on committees and the Minnesota Watersheds Board of Directors to assure member needs are met.
 - Promote the importance of member involvement in the Minnesota Watersheds Board of Directors and on the committees to provide direction and guidance for the organization.
 - i. Ensure members have opportunities to voice concerns and provide input at board and committee meetings.
 - ii. Advocate for Minnesota Watersheds activities through newsletters and the website.

Goal 3: Serve as a liaison to collaborate with statewide agencies and associations.

Objectives, Strategies, and Tactics to Achieve Goal 3

1. Increase collaborative efforts between the Board of Water and Soil Resources and Minnesota Watersheds.
 - Work with the Board of Water and Soil Resources leadership to address member concerns.
 - i. Strengthen the working relationship with the Board of Water and Soil Resources by ~~Identify~~ identifying points of contention, developing ing a ~~work~~ plan to address issues, and improve ~~develop~~ opportunities for reducing concerns.
2. Increase partnership activities with statewide entities.
 - Identify opportunities to work with the Minnesota Association of Watershed Administrators, Minnesota Association of Soil and Water Conservation Districts, the Association of Minnesota Counties, the League of Minnesota Cities, Local Government Water Roundtable, Drainage Work Group, Clean Water Council, Red River Watershed Management Board, Department of Natural Resources, Minnesota Pollution Control Agency, and others as deemed appropriate to promote watershed management.
 - i. Ensure Minnesota Watersheds staff attend Board of Water and Soil Resources, Clean Water Council, and Drainage Work Group meetings and provide updates for members.
 - ii. Strengthen the partnership with the Minnesota Association of Watershed Administrators through the Executive Director's attendance at Minnesota Association of Watershed Administrators meetings and collaboration on education opportunities at Minnesota Watersheds events.
 - iii. Increase opportunities to partner and track collaboration with Minnesota Association of Soil and Water Conservation Districts, League of Minnesota Cities, Local Government Water Roundtable, and Association of Minnesota Counties.
 - iv. Advocate for the appointment of effective watershed district board members with the Board of Water and Soil Resources and the Association of Minnesota Counties.

Goal 4: Ensure strong legislative policies are in place for watershed management.

Objectives, Strategies, and Tactics to Achieve Goal 4

1. Streamline the resolutions and legislative ~~platform~~ priorities processes.
 - Evaluate the current resolutions and legislative ~~platform~~ priorities process.
 - i. Identify alternative methods to achieve concurrence on resolutions, adopt a revised process, or reaffirm that the current process works for the membership.
 - ii. Identify alternative methods to achieve concurrence on the legislative priorities, adopt a revised process, or reaffirm that the current process works for the membership.
2. Articulate clearly defined legislative policies so members and Minnesota Watersheds representatives can accurately state our positions and priorities.
 - ~~Develop~~ Maintain a comprehensive legislative platform of clearly defined policies.
 - i. Work with Minnesota Association of Watershed Administrators and the Legislative Committee, and the Resolutions Committee to annually review ~~develop a full~~ the Legislative policy document ~~Platform~~ that is inclusive of ~~includes~~ policies and priorities that can remain on the books indefinitely or until members approve changes to those positions, including a process to handle emerging issues at the legislature.

- ii. Draft expectations for support and advocacy for Minnesota Watersheds representatives that serve on the Board of Water and Soil Resources Board, Clean Water Council, and the Local Government Water Roundtable.
 3. Focus and prioritize lobbying efforts.
 - Identify legislative issues impacting the most members.
 - i. Support legislation that promotes watershed management.
 - ii. Fend off legislation that limits member abilities to protect and restore water resources.
 - iii. Ensure the Minnesota Watersheds lobbyist(s) have clear direction on Minnesota Watersheds legislative priorities.
 - iv. ~~Align workload with the resources set aside for lobbying and m~~Manage member expectations regarding the Minnesota Watersheds legislative program.
 - v. Serve as a legislative point of contact for members to answer questions and provide direction.
 - vi. Maintain the adopted Legislative Coordination and Communication Plan that describes how Minnesota Watersheds and the Red River Watershed Management Board coordinate and communicate before, during, and after the Minnesota legislative sessions.
 4. Increase member engagement in the legislative process.
 - Encourage member involvement on the ~~resolutions and legislative committees~~Resolutions and Legislative Committees.
 - i. Solicit more direct input from members when setting legislative priorities by surveying members or provide another avenue for members to get feedback to the committee before they make a recommendation to the board.
 - ii. Promote committee membership to ensure members' voices are reflected in the legislative platform and legislative priorities.
 - iii. Encourage members to develop personal relationships with legislators.
 - Increase communication with members about legislative activity.
 - i. Provide timely and useful reminders to members about how and when engagement with legislators is needed.
 - ii. Present members with information that describes how they can assist the Minnesota Watersheds ~~lobbyist-lobbying team~~ during and outside of the legislative session.
 - iii. Host an annual event for members to learn about Minnesota Watersheds' legislative platform and priorities and to receive guidance on how to discuss and interact with legislators on issues.
 - iv. Urge members to Personally personally call contact and invite legislators to attend their local events as well as Minnesota Watersheds events.
 - v. Set up appointments with members and legislators.

Goal 5: Enhance the skills of watershed district and watershed management organization boards.

Objectives, Strategies, and Tactics to Achieve Goal 5

1. Provide guidance and direction for efficient and effective member watershed district and watershed management organizations board operations.
 - Offer comprehensive training for watershed district and watershed management organizations boards.
 - i. Provide training sessions at all Minnesota Watersheds events.
 - ii. Increase opportunities for the sharing of knowledge between members at Minnesota Watersheds events.

- iii. Maintain an up-to-date watershed handbook by reviewing the handbook annually and revising it as warranted.
- iv. Work collaboratively with ~~BWSR~~ [the Board of Water and Soil Resources](#) to provide regional training.
- v. Utilize the expertise, knowledge, and experience of Minnesota Watersheds staff and the Minnesota Association of Watershed Administrators in the development of education and training for watershed district and watershed management organization boards.

Supporting Resources

In addition to the Strategic Plan, Minnesota Watersheds has developed supporting resources for its governance and management. The Bylaws and Manual of Policy and Procedures will be reviewed annually and updated as necessary. The Minnesota Watersheds Board of Directors can update all documents except the bylaws which require adoption by the membership. For the most up-to-date versions of these documents, visit [Minnesota Watersheds \(mnwatersheds.com\)](#) [www.mnwatershed.org](#).

Bylaws

Bylaws are the written rules for conduct of the organization. The Bylaws can be found [here](#).

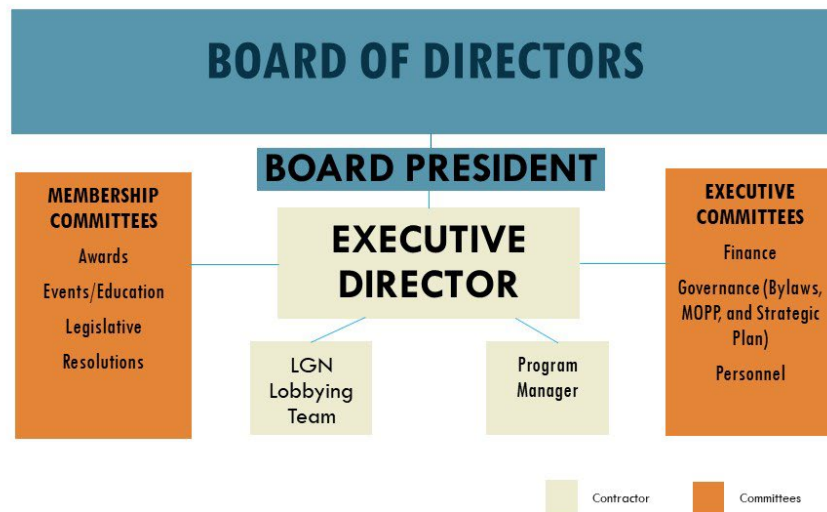
Manual of Policy and Procedures

The Manual of Policy and Procedures is designed to regulate all major decisions, actions, and principles of Minnesota Watersheds. The Manual of Policy and Procedures can be found [here](#).

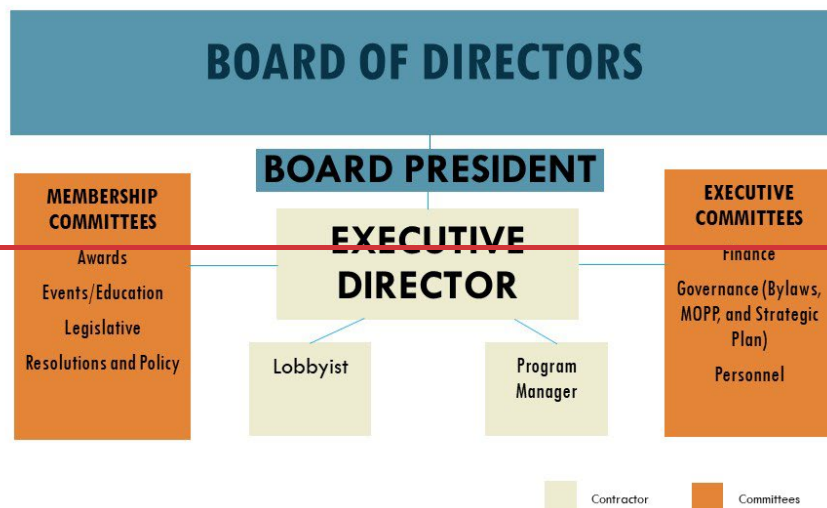
Organizational Chart

An organizational chart shows the chain of command within an organization and can be found below.

ORGANIZATION CHART



ORGANIZATION CHART



Board of Directors Annual Work Plan

The Board of Directors Annual Work Plan was developed based on the goals, objectives, strategies, and tactics identified in the Strategic Plan, as well as the day-to-day operations described in the Manual of Policy and Procedures.



Minnesota Watersheds Board of Directors 2025 Work Plan

| | |
|--------------------------|--|
| Purpose | The Minnesota Watersheds Board of Directors will work with the Executive Director to ensure the Bylaws, Manual of Policies and Procedures (MOPP), and Strategic Plan of the organization are kept up to date and adequately guide the organization. |
| Tasks | <p>Goal 1. Fortify the infrastructure to ensure reliable delivery of services</p> <ul style="list-style-type: none"> • Work together to ensure daily operations align with the Bylaws, MOPP, and Strategic Plan. • Review the Communication Plan annually • Provide funding for website maintenance • Provide funding for a platform for data sharing • Support the committee framework as described in the Strategic Plan • Read weekly communication • Review recommendations from committees <p>Goal 2. Build a watershed community that supports one another</p> <ul style="list-style-type: none"> • When requested, meet individually with non-members to address concerns with the goal of increasing membership • Provide for and participate in the Legislative meeting, Summer Tour, and Annual Conference <p>Goal 3. Serve as a liaison to collaborate with statewide agencies and associations</p> <ul style="list-style-type: none"> • Support the work of the executive director to strengthen the working relationship with the Board of Water and Soil Resources and the Minnesota Association of Watershed Administrators • Support the executive director's attendance at Board of Water and Soil Resources, Clean Water Council, and Drainage Work Group meetings • Support opportunities to partner with the Local Government Water Roundtable, Red River Watershed Management Board, and other entities <p>Goal 4. Ensure strong legislative policies are in place for watershed management</p> <ul style="list-style-type: none"> • Ensure the legislative platform is provided to all member organizations • Support the executive director's work with representatives on the Board of Water and Soil Resources and Clean Water Council • Provide for lobbying services <p>Goal 5. Enhance the skills of watershed district and watershed management organization boards</p> <ul style="list-style-type: none"> • Provide for watershed handbook maintenance • Provide funding for training opportunities at Minnesota Watersheds events |
| Meeting Logistics | The Minnesota Watersheds Board of Directors will meet in person at the Legislative event, Summer Tour, and Annual Conference. They will meet as needed throughout the remainder of the year. |

Minnesota Watersheds Representatives Expectations for Support and Advocacy

Goal 4 of the Minnesota Watersheds Strategic Plan is to ensure strong legislative policies are in place for watershed management. Objective 2 under this goal is to articulate clearly defined legislative policies so members and Minnesota Watersheds representatives can accurately state our positions.

At the 2023 Annual Business Meeting, the membership adopted a comprehensive platform of clearly defined policies that was developed in partnership with the Minnesota Association of Watershed Administrators and the Resolutions Committee. Tactic 2 under this objective is to draft expectations for support and advocacy for Minnesota Watersheds representatives that serve on the Board of Water and Soil Resources (BWSR) Board, Clean Water Council (CWC), and Local Government Water Roundtable (LGWRT).

Review of the BWSR and CWC websites indicates that each entity is supported by several committees. These committees meet at least annually. However, there is little or no interaction between the watershed representatives on these committees and the Minnesota Watersheds Executive Director.

To improve communication, watershed representatives on the BWSR Board, CWC, and LGWRT are asked to inform the Minnesota Watersheds Executive Director in advance of each committee and monthly board meeting. If necessary, the representative(s) and Minnesota Watersheds Executive Director will meet to discuss agenda items to ensure our position(s) on a topic or topics is accurately presented. The watershed representative will take meeting notes and follow up with the Minnesota Watersheds Executive Director after each meeting. Updates will be provided to the Minnesota Watersheds Board of Directors when requested.

| BWSR Committees | Watershed Representative |
|-------------------------------------|--------------------------|
| Administrative Advisory | |
| | Joe Collins |
| | Jill Crafton |
| | LeRoy Ose |
| Audit and Oversight | |
| | Joe Collins |
| Buffers, Soils, and Drainage | |
| | LeRoy Ose |
| Dispute Resolution | |
| | Joe Collins |
| Grants Program and Policy | |
| | Jill Crafton |
| | LeRoy Ose |
| RIM Reserve | |
| | LeRoy Ose |
| Water Management and Strategic Plan | |
| | Joe Collins |
| Wetland Conservation | |
| | Jill Crafton |
| Drainage Work Group | |
| | None |

| Clean Water Council Committees | Watershed Representative |
|--------------------------------|--------------------------|
| Budget and Outcomes | |
| | None |
| Policy | |
| | Marcie Weinandt |
| Steering | |
| | None |

Tactics Timetable

The Tactics Timetable¹ was developed based upon priorities determined by the Strategic Plan Committee and recommended to the Minnesota Watersheds Board of Directors as follows: ~~annual work plan for the Minnesota Watersheds Board of Directors;~~ two-year work plan for the Executive Director²; ~~and five- and 10-year work plans~~ based on work accomplished. This is done to better ensure accomplishing the goals and setting expectations for member watershed districts, watershed management organizations, the Minnesota Watersheds Board of Directors, and the Executive Director.

| Goal 1. Fortify the infrastructure to ensure reliable delivery of services | Start Date | Completed | Process | 2025 Hours | 2026 Hours |
|---|------------|-----------|-------------------------------------|------------|------------|
| Tactics | | | | | |
| <i>Governance and Management</i> | | | | | |
| Confirm, each month, that Board of Directors actions reflect the Strategic Plan (#8 priority) | 1/1/2023 | | Staff review | 5 | 5 |
| Staff review and recommendations for major policies or expenditures | 1/1/2023 | | Staff review | 12 | 12 |
| <i>Communication</i> | | | | | |
| Maintain a communication plan (#3 priority) | 3/7/2023 | 5/22/2023 | Staff development Board approval | 8 | 8 |
| Adhere to a consistent process for newsletter development and distribution | 1/1/2023 | | Staff development | 75 | 75 |
| Distribute meeting packets directly to members | 1/1/2023 | | Board approval | 2 | 2 |
| Post agendas on website | 1/1/2023 | | Board approval | 2 | 2 |
| <i>Technological Resources</i> | | | | | |
| Maintain website | 1/1/2023 | | Board approval Staff development | 15 | 15 |
| Work with Minnesota Association of Watershed Administrators to launch a platform for data sharing (#6 priority) | 2/15/2023 | | Board approval Staff development | 20 | 20 |
| <i>Committees</i> | | | | | |
| Events-Education | 1/1/2023 | | Co-chairs and staff | 15 | 15 |
| Resolutions | 4/12/2023 | | Co-chairs and staff | 19 | 19 |
| Awards | 8/1/2023 | | Co-chairs and staff | 1 | 1 |
| Legislative | 6/7/2023 | | Co-chairs and staff | 9 | 9 |
| Finance | 8/5/2023 | | Co-chairs and staff | 6 | 6 |
| Governance (Bylaws-MOPP and Strategic Plan) | 1/1/2023 | | Co-chairs and staff | 19 | 19 |
| Personnel | | | Executive Committee | 0 | 0 |

¹ Hours in the Tactics Timetable are ESTIMATED.

² In addition to the information contained in the Tactics Timetable, the Executive Director also carries out the daily operations of Minnesota Watersheds as shown in the table on page 10. The Tactics Timetable and Daily Operations tables together form the two-year Work Plan for the Executive Director. All hours are ESTIMATED and based on an average time commitment of 1,750 hours per year ~~40-hour work week containing 2,088 work hours.~~

| Goal 2. Build a watershed community that supports one another | Start Date | Completed | Process | 2025 Hours | 2026 Hours |
|--|------------|-----------|---|------------|------------|
| Tactics | | | | | |
| <i>Enhance member engagement through inclusivity</i> | | | | | |
| Retain Minnesota Watersheds as the name of the organization (#7 priority) | 1/1/2023 | 3/14/2023 | Membership approval | 0 | 0 |
| <i>Grow membership (#5 priority)</i> | | | | | |
| Develop and share membership services information | 2/2/2023 | | Staff development | 2 | 2 |
| Meet individually with non-members to address concerns and increase membership | 12/23/2022 | | Staff development Partnership with MW BOD & MAWA | 10 | 10 |
| <i>Expand participation at Minnesota Watersheds events</i> | | | | | |
| Legislative Meeting | 1/4/2023 | | Staff and committee | 25 | 25 |
| Summer Tour | 2/2/2023 | | Staff and committee | 60 | 60 |
| Annual Conference | 4/12/2023 | | Staff and committee | 120 | 120 |

| Goal 3. Serve as a liaison to collaborate with statewide agencies and associations | Start Date | Completed | Process | 2025 Hours | 2026 Hours |
|---|------------|-----------|-------------------|------------|------------|
| Tactics | | | | | |
| <i>Increase collaborative efforts between Board of Water and Soil Resources and Minnesota Watersheds (#4 priority)</i> | | | | | |
| Strengthen the working relationship with BWSR by identifying points of contention, developing a plan to address, and reduce concerns | 1/1/2023 | | Staff development | 50 | 50 |
| <i>Identify Opportunities to Partner to Promote Watershed Management</i> | | | | | |
| Attend Board of Water and Soil Resources, Clean Water Council, and Drainage Work Group meetings and provide updates (#10 priority) | 1/1/2023 | | Staff attendance | 200 | 200 |
| Strengthen partnership with Minnesota Association of Watershed Administrators through the Executive Director's attendance at Minnesota Association of Watershed Administrators meetings and collaboration on education opportunities at Minnesota Watersheds' events | 1/1/2023 | | Staff attendance | 60 | 60 |
| Increase opportunities to partner and track collaboration with Minnesota Association of Soil and Water Conservation Districts, League of Minnesota Cities, Local Government Water Roundtable, Association of Minnesota Counties, and Red River Watershed Management Board | 1/1/2023 | | Staff development | 65 | 65 |

| Goal 4. Ensure strong legislative policies are in place for watershed management | Start Date | Completed | Process | 2025 Hours | 2026 Hours |
|---|------------|-----------|---|------------|------------|
| Tactics | | | | | |
| <i>Develop Comprehensive Platform of Policies</i> | | | | | |
| Maintain a comprehensive legislative platform (#1 priority) | 3/9/2023 | 12/1/2023 | Staff development Partnership with MW BOD & MAWA | 5 | 5 |
| Draft expectations for representatives on BWSR board, CWC, LGWRT | | | Staff development Partnership with MW BOD & MAWA | 25 | 25 |
| <i>Identify Legislative Issue Impacting Members (#2 priority)</i> | | | | | |
| Support legislation that promotes watershed management | 1/1/2023 | | Staff time | 40 | 40 |
| Fend off legislation that limits abilities to protect and restore water resources | 1/1/2023 | | Staff time | 40 | 40 |
| Ensure lobbyist(s) have clear direction on legislative priorities | 1/1/2023 | | Staff time | 75 | 75 |
| Align workload with the resources set aside for lobbying and manage member expectations | | | Staff time | 20 | 20 |
| <i>Evaluate Current Resolutions and Legislative Platform Process (#2 priority)</i> | | | | | |
| Identify alternative methods, adopt revised process, or reaffirm current process | | | Staff development Partnership with MW BOD & MAWA | 5 | 5 |

| Goal 5. Enhance the skills of watershed district and watershed management organization boards | Start Date | Completed | Process | 2025 Hours | 2026 Hours |
|--|------------|-----------|---|------------|------------|
| Tactics | | | | | |
| <i>Offer comprehensive training for watershed district and watershed management organization boards</i> | | | | | |
| Maintain an up-to-date watershed handbook by reviewing it annually and revising it as warranted (#9 priority) | 1/1/2023 | 10/2/2023 | Staff development Partnership with MW BOD & MAWA | 65 | 65 |
| Work with BWSR on regional training | | | | 25 | 25 |
| Utilize the expertise of staff and Minnesota Association of Watershed Administrators in the development of education and training for watershed officials (#11 priority) | 3/7/2023 | | Staff development in partnership with MAWA | 10 | 10 |

| | | | | 2025 Hours | 2026 Hours |
|-------------------------------|-----------|--|--|---------------|---------------|
| | | | | 1110 | 1110 |
| Administration | 1/1/2023 | | | 259 | 259 |
| General Communication | 1/1/2023 | | | 300 | 300 |
| MW Board Meetings | 1/13/2023 | | | 68 | 68 |
| Meetings with Program Manager | 1/3/2023 | | | 13 | 13 |
| | | | | | |
| TOTAL HOURS | | | | 1750 | 1750 |



At our recent board meeting, this matter was referred for further review to our Technical Advisory Committee and Nathan Kestner of the DNR Northwest Region will participate in this conversation. We are hopeful that this discussion will result in additional information being brought forward by DNR about why this statute change is necessary.

We are also aware that DNR met recently with Minnesota Watersheds and the Association of Minnesota Counties to discuss the proposed changes, with a comment deadline of October 18, 2024. This timeframe is unreasonable and gives these two associations limited time to react, respond, and to interact with partners such as the RRWMB, Minnesota Township Association, Minnesota Rural Counties, and other local government partners. We are in the midst of developing our legislative plans and priorities for 2025 and we have limited time to respond to this matter, with the 2025 Minnesota legislative session being only three months away.

When proposed changes to statutes and rules affecting local government are shared so close the start of the legislative session, trust levels are affected. It was indicated at our board meeting this week that more information would be shared with the RRWMB about the DNR proposal, to date we have not received anything. In the future, we hope that the DNR will communicate in a timelier manner to local government when legislative initiatives such as this are being developed. The RRWMB cannot support the DNR proposal as presented at our board meeting earlier this week until we have more information and enhanced communication from DNR.

Should you feel inclined to attend, our next regular board meeting is Tuesday, November 19, 2024 in Ada at the RRWMB office. We would appreciate your attendance to discuss this legislative proposal, early coordination, and the RRWMB – DNR relationship. If you have any questions, please contact our Executive Director, Robert L. Sip at rob.sip@rrwmb.us or via cell at 218-474-1084 to coordinate your potential attendance at our November 2024 board meeting.

Sincerely,

A handwritten signature in black ink that reads "John Finney".

John Finney
RRWMB President

CC: RRWMB Managers
RRWMB Membership
Minnesota Watersheds
Association of Minnesota Counties
RRB Agricultural Groups

[World](#)

'Get out,' Spain's king and queen told by protesters flinging mud at them after devastating flood Over 200 people have died, thousands have seen homes destroyed

The Associated Press · Posted: Nov 03, 2024 9:09 AM CST | Last Updated: November 3

Flood damage looks like 'sheer carnage,' says Canadian in Spain

Thousands of people in Spain saw their homes destroyed, and over 200 people have died after torrential rain caused flash floods. Macrae Morse, a Canadian living in Spain, had to walk about 12 kilometres to get home the day of the flood and described what he saw as 'absolutely devastating.' He later learned his car had been destroyed.

A crowd of enraged survivors hurled clots of the mud left by storm-spawned flooding at the Spanish royal couple — King Felipe VI and Queen Letizia — on Sunday during their first visit to the epicentre of their nation's deadliest natural disaster in living memory.

Spain's national broadcaster reported the barrage included a few rocks and other objects, and that two bodyguards were treated for injuries. One could be seen with a bloody wound on his forehead.

It was an unprecedented incident for a royal house that carefully crafts the image of monarchs adored by their country of more than 48 million people.



The fury had been unleashed against a state that appears overwhelmed and unable to meet the needs of people used to living under an effective government.

Officials also rushed Prime Minister Pedro Sanchez from the scene soon after his contingent started to walk the mud-covered streets of one of the hardest-hit areas, where over 60 people perished and thousands of lives were shattered. The disaster fuelled by climate change killed at least 205 people in eastern Spain.



Spain's Queen Letizia, with mud visible on the arm of her jacket, speaks with people affected by the floods in Paiporta. (Hugo Torres/The Associated Press)
"Get out! Get out!" and "Killers!" the crowd in the town of Paiporta shouted, among other insults. Bodyguards opened umbrellas to protect the royals and other officials from the tossed muck.

Police had to step in, with some officers on horseback, to keep back the crowd of several dozen, some wielding shovels and poles.

Letizia broke into tears sympathetically after speaking to several people, including one woman who wept in her arms.

But even after being forced to seek protection, Felipe, with flecks of mud on his face, remained calm and made several efforts to speak to individual residents. He insisted on trying to speak with people as he tried to continue his visit. He spoke to several people, patting two young men on their backs and sharing a quick embrace, with mud stains on his black raincoat.



Some of the protesters yelled 'killers' and others threw mud at officials visiting the city of Païporta in eastern Spain on Sunday. (Manauere Quintero/AFP/Getty Images)

Still, one woman smacked an official car with an umbrella and another kicked it before it sped off.

While far from awakening the passion that the British hold for their royals, public events by Felipe and Letizia are usually greeted by crowds of fans.

King replaced dad who abdicated amid scandals

Felipe, 56, took the throne in place of his father, Juan Carlos, who abdicated in 2014 after he was tarnished by self-made financial and personal scandals. Felipe immediately cut a new figure, renouncing his personal inheritance and increasing the financial transparency of his royal house. He and Letizia, a 52-year-old former journalist, dedicate a significant part of their public agenda to cultural and scientific causes.

Anger erupts in Spain over flood response

A crowd of angry people pelted the king of Spain with mud during a visit to the part of the country hit hardest by deadly flooding. Area residents say a slow government response contributed to the high death toll from the disaster.

Visits to sites of national tragedies are also part of the royal duties for monarchs, who are seen as a stabilizing force in a parliamentary monarchy restored following the death of dictator Francisco Franco in 1975.



But the public rage over the haphazard management of the flooding crisis has been building. Felipe heard some jeers when he took part in a tribute to victims of a deadly 2017 terror attack in Barcelona, but that was nothing compared to Sunday's reception.

Climate change, warming oceans causing more rapid intensification in hurricanes

Letizia had small glops of mud on her hands and arms as she spoke to women.

"We don't have any water," one woman told her.

Two men carry a bucket of mud after destructive flooding in Paiporta, near the city of Valencia, Spain, on Sunday. (Hugo Torres/The Associated Press)



Many people still don't have drinking water five days after the floods struck. Internet and mobile phone coverage remains patchy. Most people only got power back on Saturday. Stores and supermarkets are in ruins and Paiporta, with a population of 30,000, still has many city blocks completely clogged with piles of detritus, countless totalled cars and a ubiquitous layer of mud.

Thousands have had their homes destroyed by a tsunami-like wave of muck and indignation at mismanagement of the disaster has begun.

The floods had already hit Paiporta when the regional officials issued an alert to mobile phones. It sounded two hours too late.

Canadian describes 'sheer carnage'

"It's just absolutely devastating ... mud everywhere," Macrae Morse, a Canadian living in Spain's Valencia region, recounted to CBC News.



"People outside of their houses looking shell shocked ... just the sheer carnage." More anger has been fuelled by the inability of officials to respond quickly to the aftermath. Most of the cleanup of the layers and layers of mud and debris that has invaded countless homes has been done by residents and thousands of volunteers.

"We have lost everything!" someone shouted.

Shouts Sunday included demands aimed at regional Valencia President Carlo Mazon, whose administration is in charge of civil protection, to step down, as well as "Where is Pedro Sanchez?"

"I understand the indignation and of course I stayed to receive it," Mazon said on X. "It was my moral and political obligation. The attitude of the king this morning was exemplary."

Spanish national broadcaster RTVE reported that the barrage aimed at the royals included a few rocks and other hard objects were tossed and that two bodyguards were treated for injuries, and the monarchs and officials called off another stop Sunday at a second hard-hit village, Chiva, about half an hour to the east of Valencia city.

New Report: Dam Removal Movement Breaks Barriers and Records

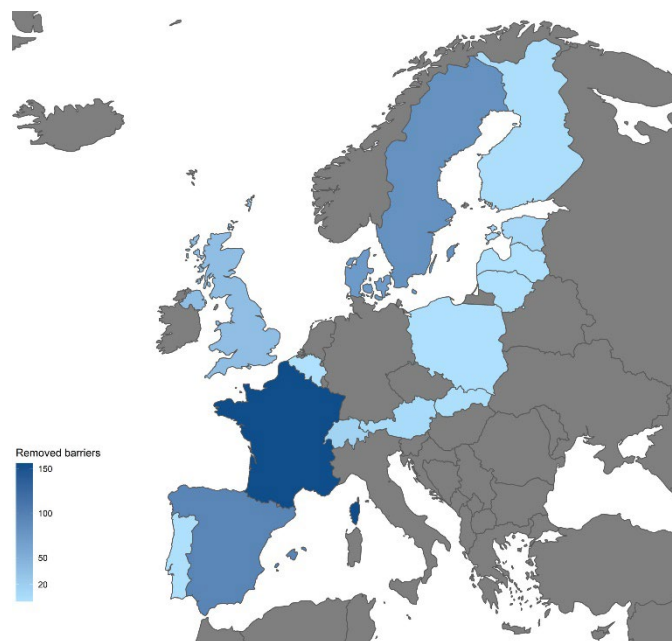
April 15, 2024

Dam removals hit another all-time high in 2023: New Dam Removal report reveals a 50% increase in barriers removed across Europe.

The European dam removal movement achieved another record-breaking year. A remarkable 487 barriers were removed in 15 European countries in 2023 – a 50% increase on last year's record number. These initiatives led to the reconnection of over 4300 kilometres of rivers, boosting biodiversity, restoring ecosystems and enhancing climate resilience, which is critical for communities, economies and nature. Spain, which had been crowned the trailblazer of barrier removal in Europe for two years in a row, was dethroned by France and now occupies second place, followed by Sweden and Denmark. However, the latest developments at the EU level are causing setbacks. The Nature Restoration Law is currently in limbo after it failed at the final hurdle at the Council of the European Union. The proposed law includes a critical target for the restoration of 25000 km of river.

"From France to Finland, communities, companies and countries are investing in removing obsolete and increasingly risky barriers to improve river health for people and nature." Herman Wanningen, Director of the World Fish Migration Foundation

Map of European countries that reported barrier removals in 2023. Color gradient refers to the number of removals per country.



Obsolete river barriers are safety hazards. The report warns about the safety risks posed by obsolete river barriers, detailing 129 deaths over the past years. Despite the growing momentum behind dam removals, European rivers are fragmented by more than 1.2 million barriers, including over 150 000 obsolete barriers – many of which pose significant hazards to people and wildlife. Some dams, in particular weirs (low-head dams), have been identified as potential "drowning machines", due to the formation of inescapably strong subsurface currents. Yet there is no European wide analysis of dangerous dam incidents.

For this report, Dam Removal Europe made the first attempt to collect information about risks that dams pose to swimmers, kayakers, and other recreational river users. It found that 82 incidents occurred in 16 countries, which resulted in 129 fatalities. Most incidents happened from 2000 on. The research also revealed that the victims' ages ranged from 2 to 59 years – with most in their mid-20s to mid-30s.

Along with this threat, more intense storms and extreme floods due to climate change are also increasing the risk of dams collapsing, particularly ageing and obsolete barriers – threatening lives, properties and economic damage. With tens of thousands of obsolete dams scattered across Europe, the potential for catastrophic failures is a growing risk for downstream communities. Indeed, at least three river barriers collapsed last year due to heavy rain in Norway, Northern Ireland, and Slovenia.

Galaxes Weir © ANP - WWF

Galaxes Weir, Portugal © ANP – WWF

Move by DNR to update Minnesota public waters list has some farmers concerned

DNR webinar on Oct. 2 will explain Public Waters Inventory update project. The eight-year effort will update 1980s-era inventory.



By [Nathan Bowe](#)

September 24, 2024 at 7:01 AM

[DETROIT LAKES](#) — For the first time since the 1980s, the Minnesota Department of Natural Resources is updating its inventory of public waters in the state.

“They are going to go through every county and update that list over the next eight years,” said Becker County Commissioner Barry Nelson.

The public waters inventory update will make needed corrections to the inventory, according to a DNR news release.

Waterbodies that are on the inventory that don’t meet the statutory definition of public waters will be removed, and any waterbodies that are not on the inventory that do meet the statutory definition will be added.

To improve the process, the DNR will use technology that was not available when the original inventory was completed in the 1980s.

The public waters inventory is also used to determine buffer requirements for farmers and others under Minnesota’s Buffer Law, which requires perennial vegetation buffers of up to 50 feet along rivers, streams and ditches that help filter out phosphorus, nitrogen and sediment

More information is available on the Board of Water and Soil Resources (BWSR) Buffer Law webpage (bwsr.state.mn.us/minnesota-buffer-law).

The updated public waters inventory is of concern to farmers for several reasons, Nelson said in an interview. For one, new waters that are placed on

the inventory could be subject to the farm buffer law, he said.

“If new properties get put on this public waters inventory, they would be required to put a buffer strip on it,” he said. “Here, it’s not so much a problem — but in some areas it will go right across a field. There is concern about what is on this list.”

There is also the question of whether landowners should be compensated for the restricted use of land near water bodies that get added to the inventory. For example, can that land still be enrolled in the federal Conservation Reserve Program?

“By federal law, you can’t enroll it (in CRP) if it’s already enrolled in a state program,” he said. “There should be some provision made for that — in my opinion, that’s a taking, and should be compensated.”

Nelson isn’t sure how many new waterbodies will be entered into the public waters inventory, but it could be a fair amount, since he himself has some land that could be affected.

“Right on Highway 10 west of Lake Park, there’s a ditch from the east that crosses a gravel road onto my mine,” he said.

The first segment is listed on the public waters inventory, and after it flows onto Nelson’s land, it is not listed on the inventory. “How is that possible?” he said with a laugh. “But it’s a concern because you don’t know how many new things they will find.”

Of course, it’s also possible that some waterbodies will be removed from the inventory, but Nelson considers that less likely.

Phone calls to the Minnesota DNR and the Becker County Soil and Water Conservation District were not returned Monday.

The DNR is updating the public waters inventory over the next eight years, in keeping with a requirement enacted earlier this year by the Legislature.

The public waters inventory is an important tool for the DNR, local governments, other state agencies, landowners and anyone else who wants to identify the locations of public waters in Minnesota. So the update is being done to provide better water

resource protection and a shared understanding for landowners, local governments and the general public, according to the news release.

“The Public Waters Inventory is an essential conservation tool that has brought great environmental and water quality benefits to all of Minnesota,” said DNR Commissioner Sarah Strommen. “The PWI update will ensure the future utility of that tool. We look forward to the robust opportunities for engagement with interested governments, groups and individuals that this update provides.”

The DNR will conduct a webinar for anyone interested in learning more about the department’s project to update Minnesota’s Public Waters Inventory. The webinar will be held from 2-3 p.m. on Wednesday, Oct. 2.

The webinar will explain what the PWI is and how the DNR determines what constitutes a public water in accordance with state statute. It will also include information about the recent legislation that requires the DNR to update the PWI, and will outline the process that will be used.

The webinar will include a question-and-answer opportunity. While there will be time to answer some questions during this webinar, the DNR also intends to provide written responses to further address public questions. A recording of the webinar and the written responses will be posted to the PWI update project webpage (mndnr.gov/pwi-update) and written responses will be emailed to those who have signed up for updates at this webpage.

The definition of what constitutes a public water is established in statute and did not change with this year’s directive to update the Public Waters Inventory. Public waters include lakes, wetlands and watercourses of certain sizes and characteristics. The 2024 statute revision did clarify that public waters are not determined by their inclusion in or exclusion from the PWI.

The public waters inventory was originally developed following a 1979 directive for the DNR to assemble county maps and lists of water bodies in Minnesota that met the statutory definition in Minnesota Statute 103G.005

(revisor.mn.gov/statutes/cite/103G.005) of “public waters.” The original PWI was completed in the mid-1980s.

The presence of a public water carries benefits and obligations for riparian landowners. Public waters cannot be privately owned and are held in trust by the state for the benefit of all Minnesotans. As such, the DNR is charged under state law with regulating activities within public waters to ensure the public’s collective interest in those waters is protected.

Updates about the project will be available on the DNR website (mndnr.gov/waters/watermgmt_section/pwi/update.html). Questions about the project can be sent to pwi.update.dnr@state.mn.us.



October 18, 2024

Sarah Strommen
Commissioner
Minnesota Department of Natural Resources
500 Lafayette Road
St. Paul, MN 55155

Commissioner Strommen,

Recently the Red River Watershed Management Board (RRWMB) became aware of proposed changes to Minnesota Statutes Chapter 103G.245, Subdivision 2 by the Minnesota Department of Natural Resources (DNR). Randall Doneen and Nathan Kestner of your staff attended the RRWMB's October 15, 2024 regular meeting electronically to discuss the proposed changes and we understand that the DNR is planning to move forward with legislation in 2025.

In the Red River Basin (RRB), we have coordinated closely for many years with the DNR and several partners including other state and federal agencies on communication and coordination of water storage, flood mitigation, habitat, and water quality projects and initiatives. We even recently developed a publication titled "Collaboration on Surface Water Management in Northwest Minnesota – The RRB Model" in close coordination with your staff in Northwest Minnesota and the Flood Damage Reduction Work Group (FDRWG).

This document is attached as a reminder of the close RRWMB – DNR – FDRWG relationship and partnership that currently exists. The DNR has also been promoting early coordination over the last two or three years and this new DNR proposal is contrary to the RRB Model and is not an example of early coordination from our viewpoint. As a further reminder, the DNR and other state agencies recommitted to the 1998 Mediation Agreement in December 2020 along with the RRWMB.

While we do appreciate the attendance of your staff and being able to hear about the proposed changes in advance of introduction in the governor's policy bill, we have serious concerns over how this may be in direct conflict with the 1998 Flood Mediation Agreement, RRWMB strategic policies, and technical guidance specific to the RRB. In addition, DNR was heavily involved with the development of the FDRWG's Technical Paper 15 and the Red River Retention Authority's Briefing Paper No. 3 both related to culvert sizing and culvert management specific to flood mitigation. This technical guidance, which required significant financial and staff resources to develop, is available to RRB watershed districts and drainage authorities as they make decisions related to both public and private drainage projects.



RED RIVER BASIN
FDRWG

Collaboration on Surface Water Management in Northwest Minnesota:

The Red River Basin Model



July 2024

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Note: This document is a joint effort of the Red River Watershed Management Board and the Red River Basin Flood Damage Reduction Work Group. This document highlights the “**Red River Basin Model**,” which illustrates and describes how collaboration works amongst various partners regarding surface water management in Northwest Minnesota.



Participants of the September 22, 2023 tour to celebrate the 25th anniversary of the Red River Basin 1998 Flood Mediation Agreement. Photograph taken in Breckenridge, Minnesota by Heidi Joarnt, Houston Engineering Incorporated.

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LIST OF ACRONYMS

| | |
|-------|---|
| BTSAC | Basin Technical and Scientific Advisory Committee |
| BWSR | Board of Water and Soil Resources |
| DNR | Department of Natural Resources |
| FDR | Flood Damage Reduction |
| FDRWG | Flood Damage Reduction Work Group |
| FEMA | Federal Emergency Management Agency |
| IWI | International Water Institute |
| JPA | Joint Powers Agreement |
| MDA | Minnesota Department of Agriculture |
| MOU | Memorandum of Understanding |
| MPCA | Minnesota Pollution Control Agency |
| NRCS | Natural Resources Conservation Service |
| NRE | Natural Resource Enhancement |
| RRB | Red River Basin |
| RRBC | Red River Basin Commission |
| RRRA | Red River Retention Authority |
| RRWMB | Red River Watershed Management Board |
| SWCD | Soil and Water Conservation District |
| TAC | Technical Advisory Committee |
| TSAC | Technical and Scientific Advisory Committee |
| USACE | United States Army Corps of Engineers |
| USGS | United States Geological Survey |
| WD | Watershed District |

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INTRODUCTION: For over a century the Red River Basin (RRB) of Minnesota has experienced serious damages from recurring floods. This has been a powerful motivator for local governments, state agencies, federal agencies, and conservation organizations to collaborate in seeking solutions. These efforts accelerated following the devastating springtime flood of 1997, and the region has become much more resilient as a result.

This paper summarizes how collaboration within the region has developed over the years. It is intended as a basic introduction for those new to the RRB who may join in these efforts, decision-makers responsible for funding of flood resiliency and related projects, and parties outside the RRB who may find useful ideas that can be adapted for their areas. While this paper is focused on Minnesota, partners in North Dakota and Manitoba also collaborate with Minnesota on water resource management in the broader interstate and international RRB (for a detailed map of the international RRB, refer to Appendix A).

KEY ELEMENTS OF COLLABORATION IN THE RRB: The key elements of collaboration on surface water issues in the RRB include:

- Recognition that critical and widespread water resource challenges cannot be addressed by one jurisdiction or level of government alone.
- Local, state, and regional organizations that have different capabilities to meet these challenges and are willing to pool their efforts for shared purposes.
- Governance documents that serve as clear roadmaps for organizations to work together.
- Shared sources of technical information as the basis for regional solutions.
- Sustained funding that rewards collaborative actions (each of these is explained further in the following sections).

1. Critical Water Resource Challenges: Flooding is the primary resource concern motivating collaboration among the agencies and organizations discussed in this paper. Large, recurring spring floods damage property, infrastructure, and natural systems while disrupting daily life, employment, and access to emergency services across the region. Summer and fall flooding also occur on a localized basis. These floods result from the particular topographic and soil conditions in the region, coupled with runoff patterns from snowmelt and rain events. RRB floodwaters cross state, international, and county boundaries, harming rural residents and city dwellers alike.

The overriding flood concern cannot be addressed by any one jurisdiction or level of government alone and has become the primary driver of collaborative relationships in the RRB. The current group of agencies and organizations working together on flood problems took shape in the late 20th century. It quickly became apparent that to address flooding, other aspects of water resource management also needed to be considered. These include (A) Water quality; (B) Aquatic and riparian habitats for fish and wildlife; (C) Ongoing needs for maintaining extensive networks of drainage ditches in the RRB; and (D) Operation and eventual replacement of water retention structures, including those built many decades ago.

These issues are connected to one another, both in terms of how water moves across the landscape, and the state's legal and regulatory processes governing water and related resources. Since the catastrophic flood of 1997, flood resiliency measures have been implemented to protect many of the urban centers in the RRB. Completion of the Fargo-Moorhead Area Diversion Project will represent another major step in this direction. Urban measures have the advantage of being relatively compact while offering high value due to the concentration of populations and businesses served.

Rural farmland across the RRB does not enjoy those advantages. Many of the efforts by the organizations discussed in this paper are now focused at reducing flood risks to agricultural production, which is the heart of the regional economy. These organizations are committed to a comprehensive approach to water resource management – integrating flood mitigation, water quality, and Natural Resource Enhancements (NRE).

- 2. Local, State, and Regional Organizations:** This section discusses some of the agencies and organizations that partner on flood solutions in Minnesota's portion of the RRB. They include Watershed Districts (WD), with close connections to county governments; Minnesota's state agencies that focus on natural resources, water quality, agriculture and drinking water; and regional organizations that provide a venue for collaboration.

A. Local Governments:

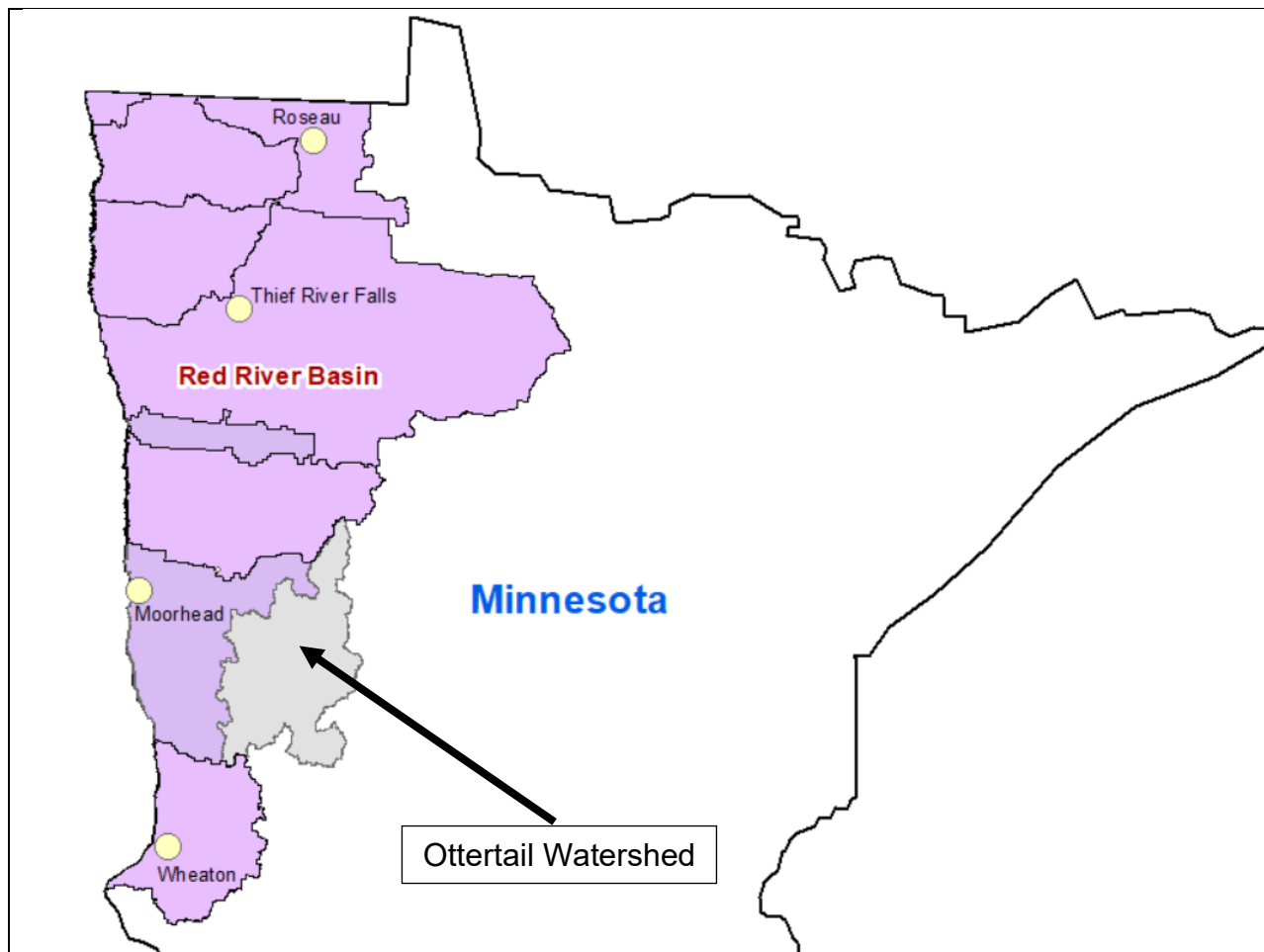
- **WDs:** Minnesota state law authorizes locally based WDs to manage surface waters, where initiated by petitions from local government or landowners and established by the Minnesota Board of Water and Soil Resources (BWSR)¹. In the RRB, counties have established WDs covering the entire basin with the exception of the Ottertail Watershed (see Map 1 on Page 7). The WDs construct, operate, and maintain infrastructure for drainage, flood resiliency, and water quality. They also administer permit systems for landowners and agencies to take actions that involve surface water bodies.

Their managers, administrators, and staff develop substantial knowledge of surface-water management practices and build contacts and relationships with landowners in each of their respective watersheds. Since they are organized by the physical boundaries of a watershed, they cross other jurisdictional boundaries, and have improved capabilities for working on surface water challenges within the watersheds.

- **County governments in Minnesota:** Have authorities involving water resources. Counties can own and operate drainage ditch systems, or delegate that authority to WDs. Counties appoint representatives to the board of managers that oversees each WD.
- **Soil and Water Conservation Districts (SWCDs):** Are active in the RRB and work closely with farmers and landowners to manage soil, water, and associated resources. Counties have authority over land use in their jurisdictions, which influences streams, lakes, and wetlands.

¹ A watershed is a land area where all surface runoff from rain and snowmelt flows to a common outlet. Smaller watersheds make up larger watersheds. For example, the Thief River watershed delivers all of its runoff to the point where the Thief River joins the Red Lake River. The Red Lake River has a larger watershed that includes the Thief River watershed as well as many others.

Map 1. Minnesota's RRB and its nine largest watershed districts (cities shown for orientation).



B. State Agencies: Over the past five decades, Minnesota state law has evolved to touch most aspects of surface water management. Five primary regulatory agencies have responsibilities for water development, stream channels, lake water levels, fish and wildlife, water quality, and drinking water protection. These are the Minnesota Department of Natural Resources (DNR), Minnesota Pollution Control Agency (MPCA), Minnesota Department of Agriculture (MDA), Department of Health, and BWSR.

These five agencies are active in water resource issues mentioned in the previous section of this paper, including funding, technical assistance, planning, and permitting functions. At times, these activities may overlap or even compete with local authorities and services provided by the counties, WDs, and SWCDs. The five agencies executed a Memorandum of Understanding (MOU) in 1997 to coordinate their activities related to Flood Damage Reduction (FDR) and enhancement of natural resources in the RRB. This MOU has been reviewed and updated at various times since 1997.

While not a focus of this paper, federal agencies have similar responsibilities and capabilities for partnering with both local and state government agencies. Federal agencies vital to the RRBs surface water management efforts include the United States Army Corps of Engineers (USACE), Natural Resources Conservation Service (NRCS), United States Geological Survey (USGS), and National Weather Service.

C. Regional Organizations:

- **Red River Watershed Management Board (RRWMB):** Seven of the eleven WDs in the RRB are joined together as members of the RRWMB, a Joint Powers Authority (JPA) formed by an act of the Minnesota Legislature in 1976. The RRWMB receives and allocates funding from property taxes through the “Red River Levy” and this is shared 50/50 with member WDs. The RRWMB undertakes or supports regional scale studies and pursues policy and legislative initiatives on behalf of its members.

A Technical Advisory Committee (TAC) staffed by engineering firms that provide services to member WDs assists the RRWMB on technical matters when requested. The RRWMB has participated in development of over 60 water storage and flood mitigation across the Minnesota RRB for both city and rural protection and has also helped fund several hundred ring dikes that protect individual homes and farmsteads. Since 2020 the RRWMB has also funded close to 30 water quality improvement projects constructed by its members. The RRWMB has embarked on the RRB Habitat Program with its membership in 2023 in conjunction with BWSR to focus on habitat restoration in riparian corridors.

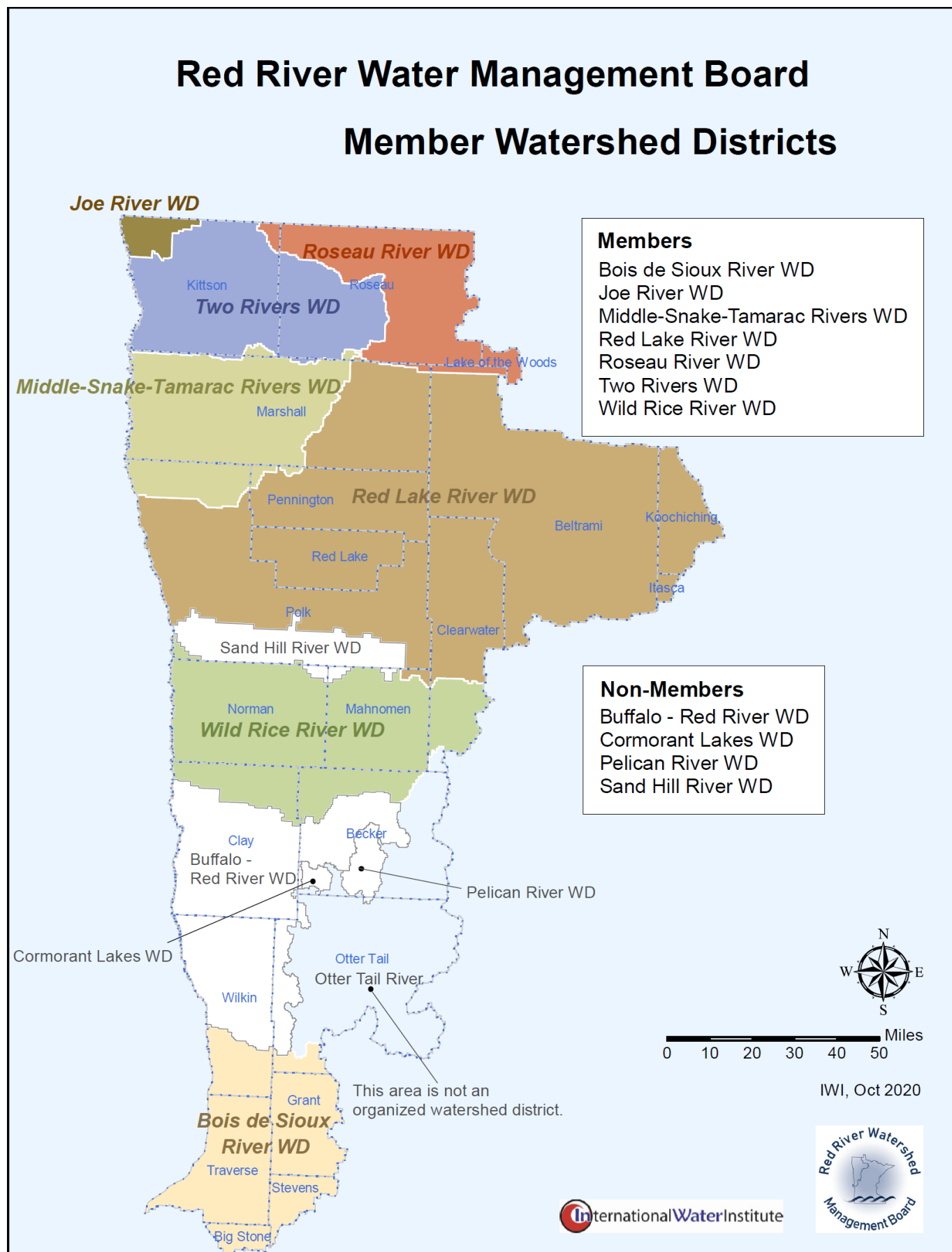
It also sponsors the River Watch Program with several partners and the Program is led by the International Water Institute (IWI), introducing schoolchildren to water quality science with hands-on experiences. The RRWMB has funded numerous hydrologic and hydraulic studies and it provides many services to its membership. Finally, the RRWMB co-sponsors an annual conference with the next organization described below, and frequently leads tours of project sites during the summer months. Map 2 on the following page illustrates the RRWMB boundary and jurisdictional area.

- **Flood Damage Reduction Work Group (FDRWG):** The multi-party FDRWG operates across the entire RRB in Minnesota. Formed in 1998, it includes representatives from the RRWMB plus state and federal agencies, local governments, citizens, and stakeholders. The FDRWG promotes a variety of collaborative activities that could not be done by any of its members alone. These activities serve a broader set of purposes under the general categories of FDR and NREs. Goals from the Mediation Agreement specific to FDR and NREs can be found in Appendix B. For more information about how the RRWMB and FDRWG each function and differ, refer to Appendix C.

The FDRWG funds “Project Teams,” which are small groups comprised of WD staff, local landowners, state and federal agency representatives, and others that collaborate to plan local water management, flood mitigation, water storage, water quality, and habitat infrastructure projects. The FDRWG also develops technical papers, undertakes resource monitoring, and sponsors an annual conference jointly with the RRWMB. The RRWMB and DNR co-chair the FDRWG.

The RRWMB and DNR have co-funded a RRB Coordinator staff position for several decades and the Coordinator facilitates the FDRWG and its various committees. The Coordinator also facilitates the RRWMB TAC and participates in other internal RRWMB committees. Because of this joint venture to fund the Coordinator position, the RRWMB and DNR maintain healthy and frequent communication. The Coordinator role has been an effective and important tool to manage special projects, funded jointly by the RRWMB and FDRWG.

Map 2. RRWMB boundary and jurisdictional area.



- **Red River Basin Commission (RRBC):** Both the RRWMB and FDRWG work closely with the RRBC. While the first two organizations operate in Minnesota only, the RRBC operates across three states and one Canadian province, encompassing the entire RRB. With its mission to address flooding across the entire international RRB, the RRBC complements the Minnesota organizations described previously and enables larger scale studies as well as effective collaboration with entities in South Dakota, North Dakota, and Manitoba. RRBC decisions are made by majority or super-majority vote of its board members, depending on the topic.
- **Red River Retention Authority (RRRA):** The RRWMB participates on another cross-border organization called the RRRA, which coordinates local efforts to secure federal funding and support of water storage and floodwater retention projects in Minnesota and North Dakota. Its membership comprises of the RRWMB and the Red River Joint Water Resource District, a similar organization in North Dakota.
- **IWI:** The RRWMB works closely with the IWI on the River Watch Program, LiDAR, and other technical efforts. The IWI plays an important role in developing technical tools and collecting data on the region's natural resources and economy.

D. Conservation Organizations: Non-profit conservation organizations in Minnesota take a strong interest in water resources, especially where management actions and decisions overlap with fish, wildlife, and recreational resources. A variety of these organizations have taken part in RRB affairs over the years, including the Minnesota Center for Environmental Advocacy, Ducks Unlimited, and The Nature Conservancy. Their input comes from interactions with the FDRWG and state/federal agencies, and sometimes their representatives participate on local project teams to address flooding and natural resource concerns.

E. Citizens and Landowners: The governmental organizations previously listed serve the public, either at the local, state, or national level. Efforts to engage local citizens, landowners, farmers, and businesses come through a variety of means, including public meetings, formal hearings, and invitations to serve on local project teams. The FDRWG holds positions for representatives of the agricultural community, tribal organizations, conservation organizations, and citizens/landowners. At times it is difficult to keep these positions filled consistently. Conferences, newsletters, and WD communications are also means of keeping the public informed and aware across the RRB.

3. Governance Documents: A key step in establishing the collaborative framework for action in Minnesota's RRB was taken in 1998 when the RRB Mediation Agreement was negotiated and signed. Prompted by litigation in the mid 1990's regarding the authority of state and federal agencies over WD flood projects, the Minnesota Legislature funded an intensive, eight-month negotiated process that led to this Agreement. The Agreement has seven sections, as follows:

- Background information on the RRB and convening of the FDRWG to develop the agreement.
- Broad goals and principles for FDR.
- Natural resource goals.

- Comprehensive watershed planning process.
- Project review and permitting process.
- Implementation and conflict resolutions.
- Proposed funding strategies (an eighth section contains signatures of the parties).

The Mediation Agreement serves as a “charter” for the FDRWG and the process to be used in planning new projects to manage surface waters for FDR and NRE purposes in the RRB. One valuable component is the “Project Team Process.” In subsequent years the FDRWG developed expanded guidance contained in a [Project Team Handbook](#), which was updated in 2021 and continues to be used extensively for project planning in the RRB. The Mediation Agreement also established the RRWMB and DNR as Co-chairs of the FDRWG, and the principle of operating by consensus of the FDRWG. These arrangements have been retained ever since. Given the prior and historical conflicts between the state and the local WDs in the RRB, they created an effective balance in the FDRWG’s leadership structure and an incentive for these groups to find common ground.

The FDRWG reviewed the Mediation Agreement in 2021. The core content was found to remain effective and did not need to be amended. However, the FDRWG produced an addendum to update certain practices and information. The FDRWG also developed a written mission statement, list of principles, and operating practices in 2020. Together these [documents](#) support effective functioning of the FDRWG as a collaborative body with shared purposes.

The RRWMB also has a charter and related documents. These include a 1976 Authorizing Session Law adopted by the Minnesota State Legislature and a JPA negotiated among the RRWMBs member WDs. The JPA has been reviewed and updated many times over the years, most recently in 2022. These governance documents have provided a flexible and effective roadmap for the member WDs to jointly direct spending on water storage, flood mitigation, water quality, and habitat projects as well as critical information on RRB conditions.

The Authorizing Law and JPA have been supplemented with a set of “Governing Documents” that provide further detail on the RRWMBs purposes, decision-making, administration, and operational practices. Having these documents and keeping them current with evolving needs and new developments has enabled the RRWMB to support the construction of 60+ water storage and flood mitigation projects over the nearly five decades since it was first organized.

Collectively, the governance documents discussed above provide clear procedures for the local, state, and regional organizations to work together on water resources and related projects and efforts. They provide standard operating procedures for many of the situations that arise when collaborating across organizations. Having these pre-approved procedures greatly simplifies what could otherwise be an overwhelming burden for each organization’s staff and managers to address on their own. The Mediation Agreement process for developing FDR projects and NREs is depicted in Appendix D.

- 4. Shared Sources of Technical Information:** The organizations discussed in this paper are committed to using a shared factual basis for water management strategies, programs, and projects in the RRB. This has included developing region-specific data, surface water modeling tools, and technical guidance where necessary to achieve shared purposes. A partial list of these materials is given below, and more information is available on the websites of the respective organizations:
- Stream-gaging records for area rivers (collected by USGS, DNR, and WDs).
 - RRB Digital Elevation Models developed from 2009 and 2021 LiDAR data (RRWMB/IWI).
 - Long-Term Flood Solutions (RRBC developed in 2011 and updated in 2024).
 - Natural Resources Framework Plan (RRBC, 2005).
 - Distributed Detention Strategy (RRWMB/Houston Engineering Incorporated, 2013).
 - Technical Papers 1 – 3 issued by the RRRAs Basin Technical and Scientific Advisory Committee (BTSAC).
 - Technical Papers 1 – 16 issued by the FDRWG and its Technical and Scientific Advisory Committee (TSAC).
 - Prioritize, Target, and Measure Application developed by the IWI and Houston Engineering Incorporated with funding from BWSR.
 - Lower Red Basin Retention Study (USACE, 2019).
 - Living with the Red (International Joint Commission, 2000).
 - Water Resources Engineering/Planning Program for the Red River of the North Basin in Minnesota (McCombs-Knutson Associates, 1984).
 - Computer models of the Red River developed by the USACE with collaborators from Minnesota and North Dakota.
 - Watershed management plans (WDs).
 - One-Watershed One Plan documents (collaborative state/local participants, by watershed).
 - Engineer's Reports developed for various projects (WDs and others).
 - State agency databases containing water quality data, information on sensitive biological resources, and related information.

Many of the information sources and technical reports listed above were developed jointly by technical experts retained as consultants by the organizations discussed in this paper².

² Technical expertise is provided by private sector consulting engineers across the region as well as the non-profit IWI based in Fargo, North Dakota.

These information sources and technical reports are typically guided by committees comprised of technical staff from the participating agencies/organizations. Having the opportunity to participate in small groups to develop technical materials helps to ensure the materials will be accepted by all parties upon completion and builds trust among the organizations participating. As with the governance documents discussed in the prior section, this greatly simplifies the effort involved in collaborating on project development.

Discussion of technical information tends to lead groups to discussion of goals for the region as well. One example of this comes from the Long-Term Flood Solutions report produced by the RRBC. As a result of that effort, the RRBC, RRWMB, and WDs across the region have adopted a shared goal of a 20 percent flow reduction for the Red River Basin at the international border with Canada. This goal is easy to communicate to policymakers and becomes a target for project-by-project actions to aim for. The 20 percent goal ties the different organizations to a shared purpose, and that alone fosters collaboration. The RRWMB has also utilized technical studies to support model WD rules to regulate surface and subsurface drainage. The model rules have also been a uniform and standardized template for updating local WD rules and regulations.

5. **Sustained Funding:** The final “ingredient” for the success of collaboration in the RRB is funding. Without funding, progress on the challenges identified in Section 1 of this paper would not be possible. Funding for flood resiliency projects, including those having NRE components, has come from a variety of sources. Some of the most frequent and significant sources are listed below:
 - A. **General Obligation Bonds:** Issued by the State of Minnesota, with bond proceeds routed through the Flood Hazard Mitigation Grant Assistance Program from legislative appropriations. Historically this has been the largest single source of funding for project design and construction of flood mitigation projects.
 - B. **Property Taxes:** WDs statewide have levy authority for a variety of activities. In the RRB, the Red River Levy is specific to the RRWMB and its membership. This too is a substantial source of funds for project design and construction. WDs that are not members of the RRWMB fund projects through their individual levy processes.
 - C. **Annual Appropriations:** To the FDRWG by the Legislature for ongoing implementation of the Mediation Agreement. This mainly supports project planning, technical studies, and conferences. The RRWMB is the fiscal agent for the FDRWG and works to secure annual funding of the FDRWG through the legislative process.
 - D. **State Sales Taxes:** Directed to the Lessard-Sams Outdoor Heritage Fund and the Outdoor Heritage Fund, based on a voter-approved referendum.
 - E. **State Lottery Revenue:** Directed to the Environment and Natural Resources Trust Fund and appropriated each year to specific purposes by the Legislature with input from the Legislative-Citizen Committee on Minnesota Resources.
 - F. **State Clean Water Fund:** Funds for One Watershed One Plan implementation.
 - G. **Public Law 566 Funds:** Administered by the federal government’s NRCS, a branch of the United States Department of Agriculture.

H. Federal Disaster Funds: Administered by the Federal Emergency Management Agency (FEMA), a branch of the United States Department of Homeland Security.

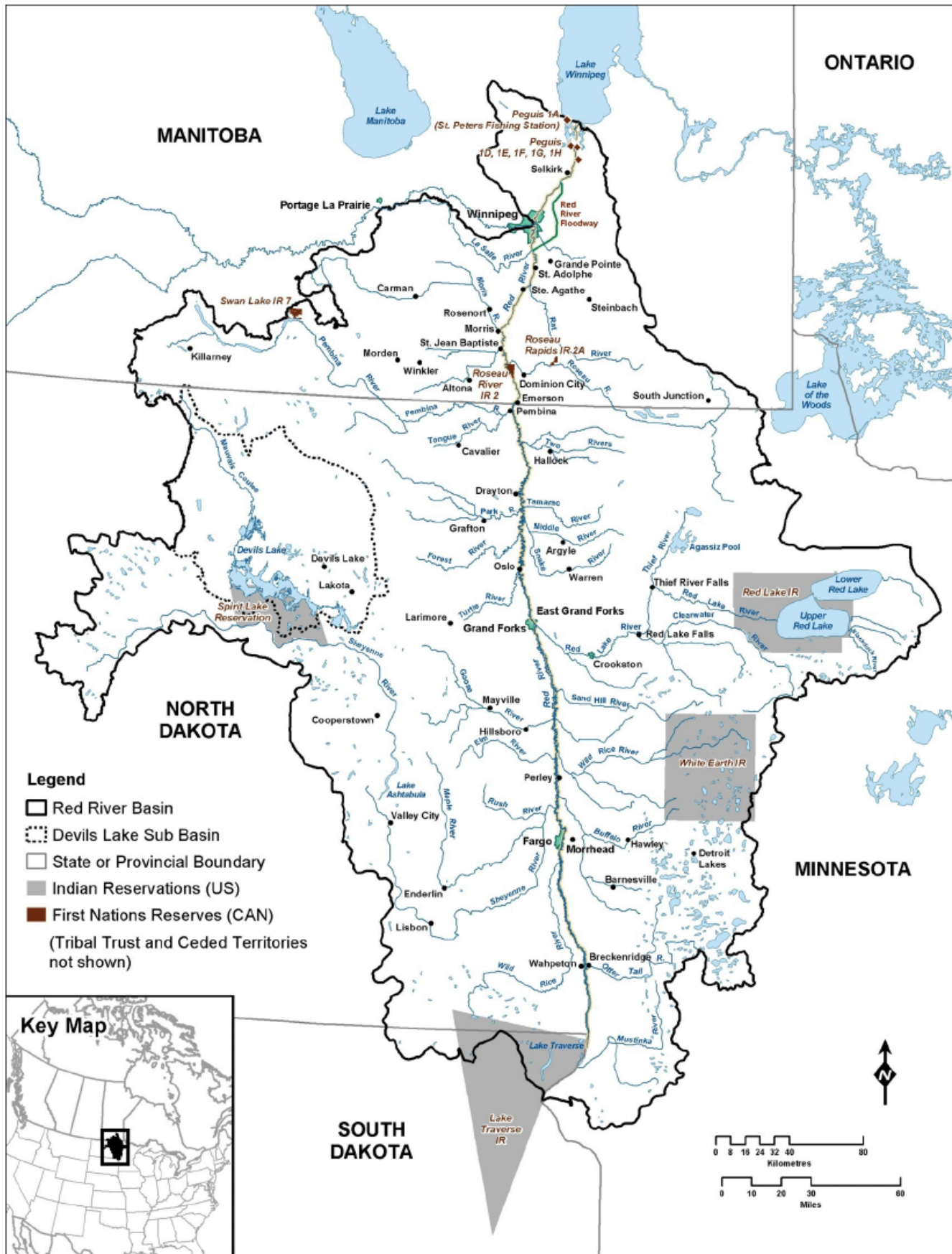
Some of these funds have a mandatory collaborative component; others have competitive application procedures that favor organizations that can demonstrate their projects are based on collaborative efforts. Multipurpose projects (FDR and NRE) are often collaborative by nature and are better positioned than FDR only projects to win awards from sources that are designed to improve natural resources and environmental quality. These funding criteria provide another incentive to agencies and organizations to partner together on programs and project development.

CONCLUSION: The mix of agencies, organizations, and procedures discussed in this paper emerged from the particular circumstances and history of the RRB over the past 50 years to ultimately form the “The Red River Basin Model.” The Model, illustrated in Appendix E was not planned from the beginning and does not eliminate all conflict over how to manage surface water resources. While disagreements can and still do arise among local governments, state agencies, and regional organizations in the RRB, the Red River Basin Model has resulted in enhanced communication, higher levels of coordination and early coordination, and reduced conflict. Organizations may, at times, consider or take actions that are redundant or even at cross-purposes with one another. The Red River Basin Model can be and is utilized to find common ground on water resource management issues in the RRB.

The collaborative approach has only grown over the years, with proven results in the dozens of projects across the RRB that increase resiliency, reduce, and mitigate flood damages, improve water quality, and improve ecological productivity for fish and wildlife. Strong partnerships have been formed to seek funding, develop shared technical information, and meet the challenges of surface water management in the region. These partnerships have been tested by time but are here to stay, providing ongoing benefits to the RRBs communities and preserving financial, social, cultural, and natural capital for years to come. For more information about organizations and agencies that are involved in the RRB, refer to Appendix F.

Special Note: The Model is specific to the RRB, but the full Model or components of it may be considered for use in other parts of Minnesota. The Model may provide a path forward and solutions for difficult water management issues outside the RRB. Anyone seeking to pursue this basin approach should carefully consider the local landscape and needs of local stakeholders.

APPENDIX A: MAP OF THE INTERNATIONAL RED RIVER BASIN



APPENDIX B: GOALS LISTED IN THE 1998 RED RIVER BASIN MEDIATION AGREEMENT

Flood Damage Reduction Goals:

- Prevent loss of human life.
- Prevent damage to farm structures, homes, and communities.
- Reduce damage to farmland.
- Reduce damage to transportation.
- Reduce damage to water quality.
- Reduce environmental damage caused by flood control projects.
- Reduce social and economic damage.




Natural Resource Goals:

- Manage streams for natural characteristics.
- Enhance riparian and in-stream habitats.
- Provide diversity of habitats for stable populations to thrive.
- Provide connected, integrated habitat including compatible adjacent land uses.
- Enhance or provide seasonal flow regimes in streams for water supply, water quality, recreation, and biotic communities.
- Provide recreational opportunities.
- Improve water quality.
- Protect groundwater.
- Manage lakes for natural characteristics.

See the full [Mediation Agreement](#) for details listed under each of the goals.

APPENDIX C: THE RED RIVER BASIN'S RRWMB AND FDRWG AND HOW THEY DIFFER

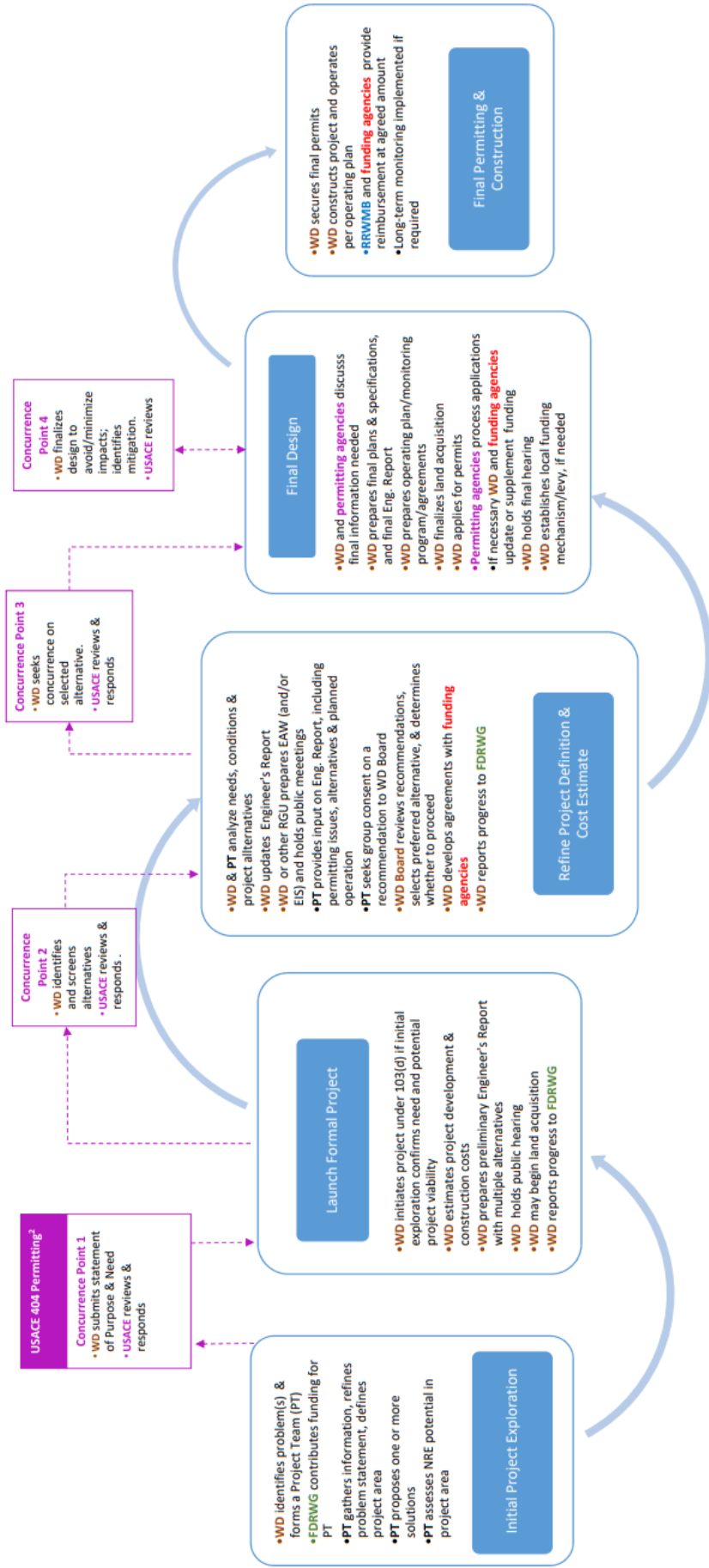
Several regional organizations work to reduce flood risks in the RRB of Minnesota, North Dakota, South Dakota, and Manitoba. Two of these operate exclusively within Minnesota – the RRWMB and FDRWG. This handout summarizes both entities membership, funding, and purposes.

| | RRWMB | FDRWG |
|---|---|--|
|  MEMBER-SHIP | <p>Of 11 watershed districts in the RB, 7 are members of the RRWMB. Each WD has a board manager and alternate serving on the RRWMB. The represented watersheds are: Joe River, Two Rivers, Roseau River, Middle-Snake-Tamarac Rivers, Red Lake River, Wild Rice River, and Bois de Sioux WDs. RRWMB authorities are derived from a Joint Powers Agreement. An executive director and staff carry out the work of the RRWMB at the direction of the Board.</p> | <p>The FDRWG arose from a mediation process over RRB water resources in the 1990s. It includes agencies and others involved in water project permitting and development. It includes 4 Minnesota agencies, 2 federal agencies, and representatives of the RRWMB, counties, SWCDs, agricultural producers, and citizens. FDRWG authorities are derived from the 1998 RRB Mediation Agreement. A Coordinator funded jointly by the Minnesota DNR and the RRWMB provides staff support.</p> |
|  FUNDING | <p>State law permits the RRWMB to levy property taxes within its member WDs to fund water storage and flood mitigation projects and other water resource actions. Funds also come from government agency grants and other sources.</p> | <p>The Minnesota State Legislature appropriates funding for the FDRWG to use and distribute. Statewide general fund taxes are the ultimate source of these funds.</p> |
|  PURPOSES | <p>The RRWMB's primary purpose is funding construction of projects to reduce flood risk in the RRB. The RRWMB also participates in legislative affairs, scientific and technical studies, water quality project funding, conferences, and collaboration across the RRB.</p> | <p>The FDRWG provides guidance and funding to Project Teams formed to solve local water resource problems consistent with the Mediation Agreement. It promotes inclusion of NREs in combination with flood damage reduction. It reviews and recommends projects to receive construction funding from regional, state, and federal agencies.</p> |
| SHARED ACTIVITIES | <p>The RRWMB and FDRWG co-sponsor a conference each year to showcase projects and promote collaboration. They also partner together on studies, funding initiatives, and advancement of flood risk projects proposed by WDs. The RRWMB serves as the fiscal agent for the FDRWG, receiving and disbursing state funds on the FDRWG's behalf.</p> | |

APPENDIX D: 1998 MEDIATION AGREEMENT PROCESS FOR FLOOD DAMAGE REDUCTION AND NATURAL RESOURCES ENHANCEMENTS

FDR/NRE Project Development Process¹

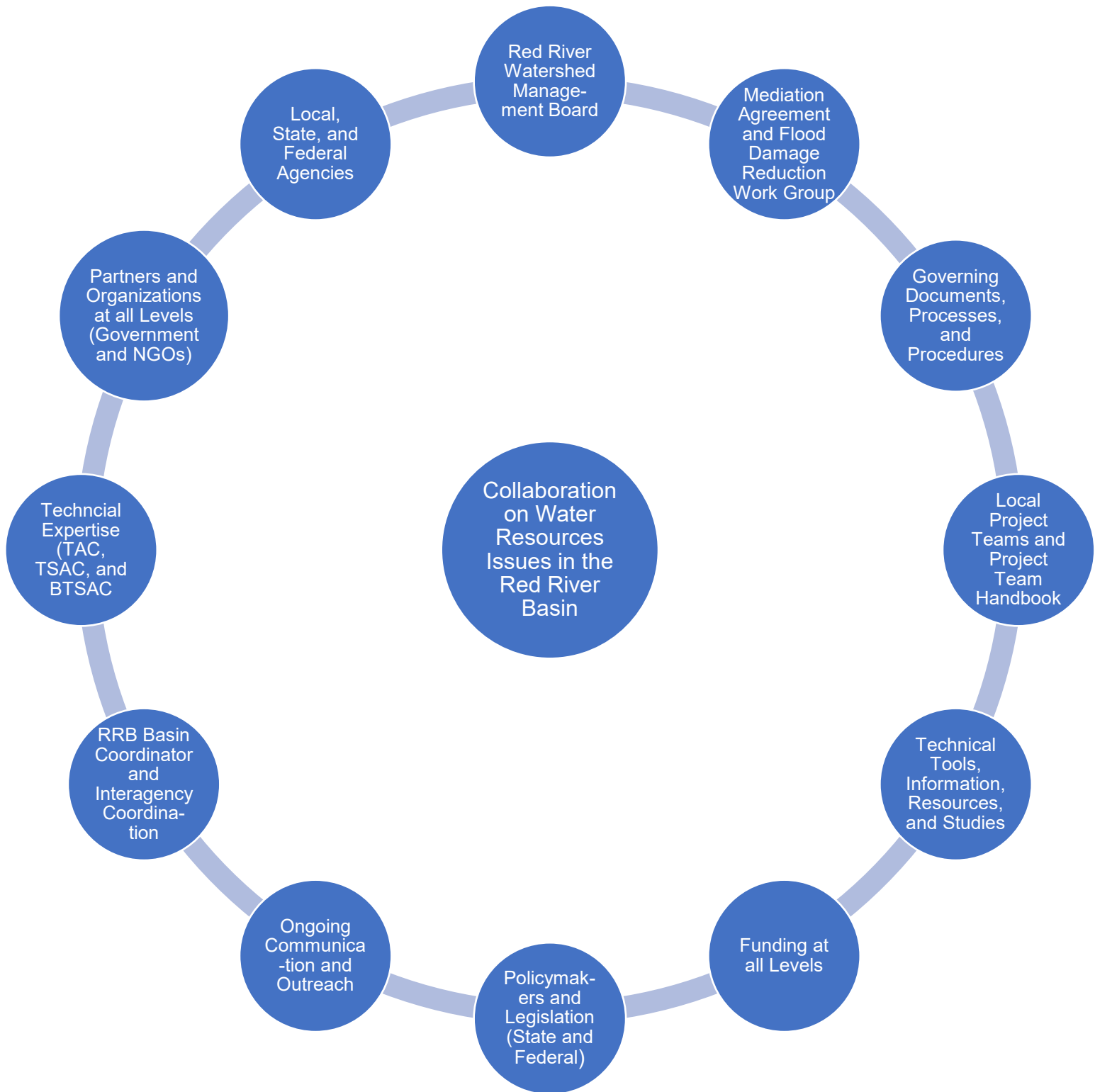
5/8/2020



¹Typical process depicted at high level. Variations permitted. Consult applicable laws and guidance for detailed requirements. For more information, see Project Implementation Process and Procedures table in Section 3B of Project Team Handbook.

²US Army Corps of Engineers administers Section 404 permitting under federal Clean Water Act. Concurrence points are steps in planning that align with key requirements of this permitting process. Exact timing in project development may vary.

APPENDIX E: RED RIVER BASIN MODEL



APPENDIX F: RED RIVER BASIN ORGANIZATIONS PARTICIPATING IN SURFACE WATER MANAGEMENT (UNITED STATES /MINNESOTA FOCUS)

| Organization | Area Covered | Basis of Authority | Activities |
|--|--|---|--|
| Regional Organizations | | | |
| Red River Watershed Management Board | Areas of seven member WDs in the Minnesota portion of the RRB. | MN statutes. Joint Powers Agreement among WDs. | Coordination and funding for water management projects in organized Minnesota watersheds. Has TAC and co-chairs the FDRWG (see below). |
| Red River Basin Flood Damage Reduction Work Group | Regional - in MN portion of the RRB. Multi-agency and citizen participation. | Formed following 1997 MN Legislation and subsequent 1998 mediation process. | Implements the 1998 Mediation Agreement to develop FDR and NRE projects in watersheds. Has TSAC and various committees. |
| Red River Basin Commission | International Red River Basin (comprising parts of three states and one province). | Nonprofit association of government, organizations, and water users | Coordinates implementation of a basin-wide approach to water resource issues. Has a Natural Resources Framework Plan. Interested in flood response and drought planning. Multiple committees. |
| Red River Retention Authority | Minnesota and North Dakota portions of the RRB. | Memorandum of Understanding between North Dakota Joint Water Resources Board and RRWMB. | Established in 2010 to ensure joint, comprehensive, and strategic coordination of retention projects in the Red River of the North watershed and to facilitate implementation and construction of retention in the RRB. Has BTSAC. |
| International Joint Commission - International Red River Watershed Board | International. United States and Canadian federal governments. | 1909 US – Canada Border Treaty. United States Department of State. | Responsible for ensuring a more ecosystemic approach to transboundary water issues and to achieve operational efficiencies in the conduct of International Joint Commission responsibilities. International Red River Watershed Board Subcommittees include Water Quality, Hydrology, Aquatic Ecosystems, invasive species, and flood mitigation strategy. |
| Red River Joint Water Resource District - North Dakota) | Regional in the North Dakota portion of the RRB. | North Dakota statutes. Joint powers board among water resource districts | Coordination and funding for water management projects in the North Dakota portion of the RRB. |

| Organization | Area Covered | Basis of Authority | Activities |
|---|--|---------------------------------------|---|
| Local Government Organizations | | | |
| Minnesota WDs | Drainage areas of the respective tributaries flowing to the Red River. | MN Statute 103D and 103E. | Local water management under watershed and drainage law including development of water management plans and administering drainage law for watershed ditches. Plan, construct, own, and operate retention projects. |
| Minnesota SWCDs | Generally organized by county. Some counties have more than one SWCD. | MN Statute 103C. | Provide land and water conservation services to owners of private lands. Reduce non-point source pollution to make Minnesota's lakes and rivers fishable and swimmable. |
| Minnesota Counties | MN Counties. | MN Statute 103B, 103E, and 103D. | Administer drainage law in counties that continue to maintain drainage systems. County water planning. County shoreland ordinance. SWCD management of private lands. |
| Red River Joint Water Resource District (in North Dakota) | North Dakota Counties in the RRB. | County-based water management entity. | County-based water management activities. |
| State and Federal Agencies (Minnesota Focus) | | | |
| Minnesota DNR | Statewide. | Minnesota Statutes. | Under 1998 Mediation Agreement, participates in project planning with local WDs. Permitting and environmental review responsibilities under Minnesota State law. Co-chairs the FDRWG (see above). Flood Hazard Mitigation program administers funding for FDRWG operations and flood mitigation projects undertaken by local governments and WDs. |
| Minnesota BWSR | Statewide. | Minnesota Statutes. | Oversight of SWCDs. Support for development of One Watershed One Plan initiative in each participating watershed. Administers state programs on drainage and supports clean water initiatives involving farmland and soil erosion. Oversees Minnesota's Wetland Conservation Act. |
| MPCA | Statewide. | Minnesota Statutes. | Administers clean water programs. Participates in FDRWG and other regional organizations to advance the state's clean water objectives. |

| Organization | Area Covered | Basis of Authority | Activities |
|---|---|--|--|
| USACE | Nationwide. | Congressional authorization/Federal Statutes. | Administers wetland protection provisions of federal Clean Water Act. Participates in plans and studies aimed at flood mitigation. Provides assistance to states on water resource issues. |
| NRCS | Nationwide. | Congressional authorization/Federal Statutes. | Provides engagement and funding to assist farmers, landowners, and others to reduce soil erosion, enhance water supplies, improve water quality, increase wildlife habitat, and reduce damages caused by floods and other natural disasters. |
| FEMA | Nationwide. | Congressional authorization/Federal Statutes. | Administers the National Flood Insurance Program and associated mapping of floodplains. Distributes federal funds in response to disaster declarations. |
| Other Organizations | | | |
| International Water Institute | International Red River Basin. | Non-profit organization. | Foster watershed stewardship through leadership in decision support, environmental monitoring, and education programming. |
| Metro Flood Diversion Authority | Greater Fargo-Moorhead area (mostly in north Dakota and partly in Minnesota). | Joint Powers Agreement among Fargo, West Fargo, Moorhead, Cass County (North Dakota), Clay Co. (Minnesota), and Cass County Joint Water Resources District. Project Partners Agreement with USACE. | Development and construction of the Fargo-Moorhead Area Diversion Project. |



Red River Watershed Management Board

***INVESTING IN AND MANAGING THE RED
RIVER BASIN OF MINNESOTA***