

Regular Meeting – Agenda

May 14, 2018

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

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

<u>Time</u>		<u>Packet Page</u>	<u>BA / D</u>
7:00	1. Call to Order – President Wuertz		
	2. Review & Approve Agenda - President Wuertz <i>Additional items or correction to be added to the agenda for action or information.</i>		BA
	3. Consent Agenda Items (All items approved by one motion) <u>Treasurer’s Report and Bills to April 9, 2018.</u>		BA
	a. Check Register - 106 Bonanza Checking Acct	Page 1	
	b. P & L Detail – All Accounts	Page 3	
	c. Balance Sheet – All Accounts	Page 7	
	4. Minutes		
	April 9, 2018 Regular Meeting Minutes	Page 9	BA
	April 10, 2018 CD29 ROB Minutes	Page 16	
	5. Open Discussion from the Public <i>Opportunity for the public to address the NFCRWD Board of Managers.</i>		
8:00	6. CD29 Redetermination of Benefits Hearing-Continued		D/BA

REGULAR AGENDA ITEMS

7. Staff Reports

a. Administrator’s Report – Cris Skonard			
1. Resolution 2018-05 Intern Billing and Work Schedule	Page 17		D/BA
2. 1W1P-Update			D/BA
3. ISG Water Quality Workshop	Page 18		D/BA
4. Manager Expenses			D/BA
5. BWSR PRAP Response	Page 19		D/BA
6. Parking Lot Asphalt Quote	Page 20		D/BA
7. MAWD Summer Tour	Page 21		D/BA
7. <u>Additional Business</u>			D/BA
b. Watershed Project Coordinator’s Report – Christopher Lundeen			



<u>Time</u>	<u>Packet Page</u>	<u>BA / D</u>	
1. Activity Report		D	
2. Stearns County COLA Invoice	Page 22		
c. Funds Manager / Administrative Assistant's Report – Christine Knutson			
1. As reported in Financial Statements			
8. Program Reports			
a. Permit Report - None			
b. Drainage Report – Cris Skonard			
1. <u>CD4: Update</u>		D/BA	
2. <u>JD1 Main and Branches</u> –Tree Removal Update		D/BA	
Branch 12, Fork 6		D/BA	
Main –CR22 to Mud Lake Proposal (HEI)	Page 23	D/BA	
3. <u>CD7 Repair: Update</u>		D	
4. <u>CD 32 Repair: Update</u>		D/BA	
5. <u>CD29, CD36, CD37 ROB: Update</u>		D	
Move June Hearing Dates		D/BA	
Resignation Debbie Rynda/Appoint Shantel Hecht	Page 29	D/BA	
6. <u>JD 2: Update-</u>		D/BA	
7. <u>Other Ditch Business</u>		D	
c. Board Member Reports			
9. Items for Next Meeting Agenda			
10. Calendar Review (Approve Attendance)			
<u>Meeting Date</u>	<u>Meeting Description</u>	<u>Meeting Location</u>	<u>Meeting Time</u>
Thurs, May 17 th	WRAPS	TBD	TBD
Wed, May 23 rd	1W1P PWG	Litchfield	9:00 am
Sat, May 26 th	Grove Lake Assoc	Grove Lake	9:00 am -12:00 pm
Thurs, May 31 st	Audit Prelim Phone Conf	Brooten	10:00 am
11. FYI Items			
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12. Adjournment			
*** Next meeting: Monday, June 11, 2018 at 7:00 pm ***			

NORTHFORK CROW RIVER WATERSHED DISTRICT

5/8/2018 2:16 PM

Register: 106 · Bonanza Checking

From 04/10/2018 through 05/14/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
04/10/2018			116 · CD-5	transfer for part...		X	2.14	-4,815.26
04/10/2018			113 · CD-7	transfer to cove...		X	167.41	-4,647.85
04/10/2018			114 · CD-32	transfer to cove...		X	919.08	-3,728.77
04/10/2018			117 · CD-38	transfer to cove...		X	26.97	-3,701.80
04/10/2018			107 · Bonanza Adm. S...	transfer to cove...		X	30,701.80	27,000.00
04/11/2018			-split-	JD1-CD5 grant...		X	39,400.00	66,400.00
04/11/2018			107 · Bonanza Adm. S...	transfer elec de...	39,400.00	X		27,000.00
04/15/2018	14701	Barchenger, James R	-split-		219.81	X		26,780.19
04/15/2018	14702	Berndt, Gary C	-split-		78.32	X		26,701.87
04/15/2018	14703	Brauchler, Robert H	-split-		381.99			26,319.88
04/15/2018	14704	Hanson, John T	-split-		99.46			26,220.42
04/15/2018	14705	Wuertz, James E	-split-		141.53	X		26,078.89
04/15/2018	14706	Knutson, Christine	-split-		1,525.22	X		24,553.67
04/15/2018	14707	Lundeen, Christophe...	-split-		1,590.37	X		22,963.30
04/15/2018	14708	Skonard, Cristopher J	-split-		2,331.95	X		20,631.35
04/15/2018	14709	Christine Knutson H...	2102 · Employee 125 F...	BVSB HSA ac...	326.66	X		20,304.69
04/15/2018	14710	PERA	-split-	9361-00 Paid ...	1,007.03	X		19,297.66
04/16/2018	14711	Cristopher Skonard - ...	-split-	claim	107.91	X		19,189.75
04/16/2018	14712	Christopher Lundeen...	650 · Technician Miles...	Claim	34.88	X		19,154.87
04/16/2018	14713	USAble Life	635 · Health Plan:635...	grp# 50022721...	48.75	X		19,106.12
04/16/2018	14714	TDS Telecom	625 · Phone/Internet/...	acct #320-346-...	233.54	X		18,872.58
04/16/2018	14715	Xcel Energy	645 · Utilities	acct # 51-5599...	378.92	X		18,493.66
04/30/2018			403 · Interest Income	Interest		X	5.23	18,498.89
04/30/2018	14716	Knutson, Christine	-split-		1,669.34			16,829.55
04/30/2018	14717	Lundeen, Christophe...	-split-		1,707.29			15,122.26
04/30/2018	14718	Skonard, Cristopher J	-split-		2,331.96			12,790.30
04/30/2018	14719	Christine Knutson H...	2102 · Employee 125 F...	BVSB HSA ac...	326.66			12,463.64
04/30/2018	14720	PERA	-split-	9361-00 Paid ...	968.53			11,495.11
04/30/2018	14721	Mn Department of R...	2100 · Payroll Liabiliti...	1150230	611.00			10,884.11
05/01/2018	14722	Cristopher Skonard - ...	-split-	claim	74.12			10,809.99
05/01/2018	14723	Verizon Wireless	625 · Phone/Internet/...	acct# 4420960...	35.01			10,774.98
05/07/2018			425 · Project Billings/...	Deposit			616.76	11,391.74
05/09/2018	ACH90	United States Treasury	-split-	41-1529282	3,549.78			7,841.96
05/14/2018	To Print	H2Over Viewers LLC	-split-	April viewer fe...	7,354.66			487.30
05/14/2018	To Print	AmeriPride Services ...	614 · Maintenance/Rep...	cust#:2200010...	95.29			392.01
05/14/2018	To Print	MN Computer Syste...	-split-	inv. #240467	75.12			316.89
05/14/2018	To Print	RMB Environmental ...	-split-	inv# 388892	205.50			111.39
05/14/2018	To Print	STAR PUBLICATIO...	616 · Newspaper Notices	inv #167886	80.52			30.87
05/14/2018	To Print	Gerald R Olson	609 · Ditch Repair Exp...	7 beaver - CD36	350.00			-319.13
05/14/2018	To Print	LAMB Labor Servic...	639 · Contract Labor	inv #2870	1,134.00			-1,453.13
05/14/2018	To Print	Legal & Administrati...	-split-	inv 12706	162.50			-1,615.63
05/14/2018	To Print	Houston Engineering...	-split-	inv# 38840, -4...	10,696.75			-12,312.38
05/14/2018	To Print	City of Brooten	645 · Utilities	acct# 24-00001...	63.55			-12,375.93

NORTHFORK CROW RIVER WATERSHED DISTRICT

5/8/2018 2:16 PM

Register: 106 · Bonanza Checking

From 04/10/2018 through 05/14/2018

Sorted by: Date, Type, Number/Ref

<u>Date</u>	<u>Number</u>	<u>Payee</u>	<u>Account</u>	<u>Memo</u>	<u>Payment</u>	<u>C</u>	<u>Deposit</u>	<u>Balance</u>
05/14/2018	To Print	RJ, Inc.	-split-	April billing stmt	116.79			-12,492.72
05/14/2018	To Print	Wenck Associates, In...	-split-	inv #11802494	4,953.74			-17,446.46
05/14/2018	To Print	I+S Group, Inc.	626 · Engineering	inv#48696	500.00			-17,946.46
05/14/2018	To Print	Premium Waters, Inc.	619 · Office Expense ...	acct # 508255 ...	19.00			-17,965.46
05/14/2018	To Print	Bonanza Valley Voice	-split-	inv# 16481	47.05			-18,012.51
05/14/2018	To Print	Rinke Noonan	-split-	inv# 283065,-6...	6,351.50			-24,364.01
05/14/2018	To Print	Paynesville Press, Inc.	-split-	inv# 153 ID#...	96.78			-24,460.79
05/14/2018	To Print	Central Minnesota Fe...	-split-	Plat (**045-00...	192.32			-24,653.11
05/14/2018	To Print	Minnesota Pollution ...	-split-	SRF0139, SRF...	43,319.19			-67,972.30

NORTHFORK CROW RIVER WATERSHED DISTRICT

05/08/18

Profit & Loss Detail

Accrual Basis

April 10 through May 14, 2018

Type	Date	Num	Name	Memo	Class	Split	Amount
Ordinary Income/Expense							
Income							
401 - Grants							
Deposit	04/11/2018	4551742	State of MN	BWSR CD5,29,37 Subwtr Grant C17-3891 2nd installment	Administrative:CD5,29,37 Su...	106 - Bonanz...	20,000.00
Deposit	04/11/2018	4551742	State of MN	BWSR JD1 Subwtr Analysis Grant C17-4810 2nd installment	Administrative:JD1 Subwtr ...	106 - Bonanz...	19,400.00
General...	04/11/2018		GrantDefRev	record portion of BWSR's 4/11/18 2nd pymt for JD1 Subwtr Grant C17-4810 as Def Rev	Administrative	-SPLIT-	-17,762.25
General...	04/11/2018		GrantDefRev	record portion of BWSR's 4/11/18 2nd pymt for CD5,29,37 Subwtr Grant C17-3891 as Def Rev	Administrative	401 - Grants	-16,135.82
Total 401 - Grants							5,502.13
403 - Interest Income							
Deposit	04/30/2018			Interest	Administrative	106 - Bonanz...	5.23
Total 403 - Interest Income							5.23
425 - Project Billings/Reimbursement							
Deposit	04/12/2018	246473	Wright County Audit...	WPLMN reimbursement for Jan/Feb work	Administrative:WPLMN Proj...	107 - Bonanz...	260.00
Deposit	05/07/2018	4207	Middle Fork Crow Ri...	2018 1st qtr WRAPS labor/mileage reimbursement	Administrative:WRAPS II -pr...	106 - Bonanz...	616.76
Total 425 - Project Billings/Reimbursement							876.76
Total Income							6,384.12
Gross Profit							
Expense							
600 - Administrator Mi. reimb non-tax							
Check	04/18/2018	14711	Cristopher Skonard ...	104m@.545/mi Viewers Mtg Morton 4/5	Administrative	106 - Bonanz...	56.68
Check	04/18/2018	14711	Cristopher Skonard ...	34m@.545/mi JD1 landowner followup 4/6	1-JD	106 - Bonanz...	18.53
Check	04/18/2018	14711	Cristopher Skonard ...	30m@.545/mi meet contractor & HEI at JD1 outlet to Grove Lake 4/9	1-JD	106 - Bonanz...	16.35
Check	04/18/2018	14711	Cristopher Skonard ...	30m@.545/mi JD1 site inspection 4/12	1-JD	106 - Bonanz...	16.35
Check	05/01/2018	14722	Cristopher Skonard ...	56m@.545/mi 1W1P Hearing Litchfield 4/16	Administrative	106 - Bonanz...	30.52
Check	05/01/2018	14722	Cristopher Skonard ...	26m@.545/mi CD5 check standing water/culvert under State Hwy 4 4/20 (commute adjusted)	5-CD	106 - Bonanz...	14.17
Check	05/01/2018	14722	Cristopher Skonard ...	54m@.545/mi 1W1P Cont. Hearing Litchfield 4/25 (commute adjusted)	Administrative	106 - Bonanz...	29.43
Total 600 - Administrator Mi. reimb non-tax							182.03
601 - Administrator Salary							
Paycheck	04/18/2018	14708	Skonard, Cristopher J		Administrative	106 - Bonanz...	2,791.66
Paycheck	04/30/2018	14718	Skonard, Cristopher J		Administrative	106 - Bonanz...	2,791.67
General...	05/01/2018	AprDitchBil		10hrs@41.06/hr Payroll April Admin JD1 inspections/mtg	1-JD	6221 - Admin...	410.60
General...	05/01/2018	AprDitchBil		13 hrs@41.06/hr Payroll April Admin CD29R drng asmt, board mtg/prep, inspection	29-CD:Redetermined CD29	6221 - Admin...	533.78
General...	05/01/2018	AprDitchBil		2.5 hrs@41.06/hr Payroll April Admin CD32 general work, landowner followup	32-CD:Redetermined CD32	6221 - Admin...	102.65
General...	05/01/2018	AprDitchBil		5.5 hrs@41.06/hr Payroll April Admin CD36R drng asmts/inspection	36-CD:Redetermined CD36	6221 - Admin...	225.83
General...	05/01/2018	AprDitchBil		5.5 hrs@41.06/hr Payroll April Admin CD37 drng asmt/inspection	37-CD:Redetermined CD37	6221 - Admin...	225.83
General...	05/01/2018	AprDitchBil		1.5 hrs@41.06/hr Payroll April Admin CD5 landowner followup	5-CD	6221 - Admin...	61.59
General...	05/01/2018	AprDitchBil		4.5 hrs@41.06/hr Payroll April Admin CD7 drng asmts/landowner followup	7-CD	6221 - Admin...	184.77
General...	05/01/2018	AprDitchBil		7.5 hrs@41.06/hr Payroll April Admin CD4 drng asmts	4-CD Meeker:Redetermined ...	6221 - Admin...	307.95
General...	05/01/2018	AprDitchBil		April total Admin billable payroll exp to ditches	Administrative	6221 - Admin...	-2,063.00
Total 601 - Administrator Salary							5,583.33
601.2 - Admin. Cell Phone Stipend							
Paycheck	04/18/2018	14708	Skonard, Cristopher J		Administrative	106 - Bonanz...	25.00
Paycheck	04/30/2018	14718	Skonard, Cristopher J		Administrative	106 - Bonanz...	25.00
Total 601.2 - Admin. Cell Phone Stipend							50.00
601A - WD FlexPlan Contribution/Admin							
Paycheck	04/18/2018	14708	Skonard, Cristopher J		Administrative	106 - Bonanz...	350.00
Paycheck	04/30/2018	14718	Skonard, Cristopher J		Administrative	106 - Bonanz...	350.00
Total 601A - WD FlexPlan Contribution/Admin							700.00
606 - Data Collection Expense							
Check	05/14/2018		JD1Br12	inv-92: 4/19 collect: JD1Br12	Survey & Data Acquisition	106 - Bonanz...	63.50
Check	05/14/2018		CD32	inv-92: 4/19 collect: CD32N	Survey & Data Acquisition	106 - Bonanz...	63.50
Check	05/14/2018		CD7	inv-92: 4/19 collect: CD7S	Survey & Data Acquisition	106 - Bonanz...	63.50
Check	05/14/2018		RMB Environmental ...	inv-92: 4/19 collect: RMB Courier shipping expense sample to lab	Administrative:WPLMN Proj...	106 - Bonanz...	15.00
Total 606 - Data Collection Expense							205.50
609 - Ditch Repair Expense							
Check	05/14/2018		Gerald R Olson	CD36 - removal of 7 beaver Sect 29, Twp 124, Range 35 - 5/2	36-CD	106 - Bonanz...	350.00
Total 609 - Ditch Repair Expense							350.00
611 - Legal							
611 A - Legal - Adm. Retainer							
Check	05/14/2018		Rinke Noonan	inv 283065: April monthly retainer	Administrative	106 - Bonanz...	200.00
Total 611 A - Legal - Adm. Retainer							200.00
611 - Legal - Other							
Check	05/14/2018		Rinke Noonan	inv 283066: Admin -CD4 buffer pymts	4-CD Meeker:Redetermined ...	106 - Bonanz...	351.00
Check	05/14/2018		Rinke Noonan	inv 283067: Admin -Prepare/attend 4/9 board mtg in Brooten	Administrative	106 - Bonanz...	190.00
Check	05/14/2018		Rinke Noonan	inv 283067: CD7 -Prepare/attend 4/9 board mtg/Hearing in Brooten	7-CD	106 - Bonanz...	1,000.00
Check	05/14/2018		Rinke Noonan	inv 283067: CD32 -Prepare/attend 4/9 board mtg in Brooten	32-CD:Redetermined CD32	106 - Bonanz...	500.00
Check	05/14/2018		Rinke Noonan	inv 283067: CD4 -Prepare/attend 4/9 board mtg in Brooten	4-CD Meeker:Redetermined ...	106 - Bonanz...	200.00
Check	05/14/2018		Rinke Noonan	inv 283068: CD32 -repairs/RESPEC pymt, etc	32-CD:Redetermined CD32	106 - Bonanz...	213.00
Check	05/14/2018		Rinke Noonan	inv 283069: CD7-findings,draft Order,revise Findings,amend Findings&Order	7-CD	106 - Bonanz...	2,125.00
Check	05/14/2018		Rinke Noonan	inv 283070: CD29R-4/10 hearing work,review ROB docs, attend hearing	29-CD:Redetermined CD29	106 - Bonanz...	1,572.50
Total 611 - Legal - Other							6,151.50
Total 611 - Legal							6,351.50
612 - Manager Mileage							
612A - Taxable Manager Mileage							
Paycheck	04/15/2018	14701	Barchenger, James R		Administrative	106 - Bonanz...	47.96
Paycheck	04/15/2018	14702	Berndt, Gary C		Administrative	106 - Bonanz...	9.81
Paycheck	04/15/2018	14703	Brauchler, Robert H		Administrative	106 - Bonanz...	35.97
Paycheck	04/15/2018	14704	Hanson, John T		Administrative	106 - Bonanz...	32.70
Paycheck	04/15/2018	14705	Wuert, James E		Administrative	106 - Bonanz...	37.06
Total 612A - Taxable Manager Mileage							163.50
612B - Non-Taxable Manager Miles							
Paycheck	04/15/2018	14701	Barchenger, James R		Administrative	106 - Bonanz...	3.82
Paycheck	04/15/2018	14703	Brauchler, Robert H		Administrative	106 - Bonanz...	69.76
General...	04/15/2018	mgrbillable		7mi@.545/mi JD1 check tree cutting/landowner dispute 4/6 (JB)	1-JD	613 - Manage...	3.82
General...	04/15/2018	mgrbillable		7mi@.545/mi JD1 check tree cutting/landowner dispute 4/6 (JB)	Administrative	613 - Manage...	-3.82
Total 612B - Non-Taxable Manager Miles							73.58
Total 612 - Manager Mileage							237.08
613 - Manager Pay							
Paycheck	04/15/2018	14701	Barchenger, James R		Administrative	106 - Bonanz...	75.00
Paycheck	04/15/2018	14701	Barchenger, James R		Administrative	106 - Bonanz...	125.00
Paycheck	04/15/2018	14702	Berndt, Gary C		Administrative	106 - Bonanz...	75.00
Paycheck	04/15/2018	14703	Brauchler, Robert H		Administrative	106 - Bonanz...	75.00
Paycheck	04/15/2018	14703	Brauchler, Robert H		Administrative	106 - Bonanz...	250.00
Paycheck	04/15/2018	14704	Hanson, John T		Administrative	106 - Bonanz...	75.00

NORTHFORK CROW RIVER WATERSHED DISTRICT

05/05/18

Profit & Loss Detail

Accrual Basis

April 10 through May 14, 2018

Type	Date	Num	Name	Memo	Class	Split	Amount
Check	04/16/2018	14714	TDS Telecom	4/13/18-5/12/18 service (phone/internet)	Administrative	106 · Bonanz...	233.54
Check	05/01/2018	14723	Verizon Wireless	mobile broadband charge for drng tablet (4/24-5/23)	Administrative:Riparian Aid ...	106 · Bonanz...	35.01
Total 625 - Phone/Internet/Website Expense							268.55
626 - Engineering							
Check	05/14/2018		Houston Engineerin...	inv-40: JD1 Repair-Ph7 Record Reest-proj R165021-0022	1-JD	106 · Bonanz...	44.50
Check	05/14/2018		Houston Engineerin...	inv-41: JD1 Subwtr grant - Ph2 run GIS - projR165021-0025 (T&E)	Administrative:JD1 Subwtr ...	106 · Bonanz...	1,528.50
Check	05/14/2018		Houston Engineerin...	inv-41: JD1 Subwtr grant - Ph3 Effect of Storage Practices - projR165021-0025 (T&E)	Administrative:JD1 Subwtr ...	106 · Bonanz...	4,518.50
Check	05/14/2018		Houston Engineerin...	inv-41: JD1 Subwtr grant - Ph4 prepare MPDM plan - projR165021-0025 (T&E)	Administrative:JD1 Subwtr ...	106 · Bonanz...	845.50
Check	05/14/2018		Houston Engineerin...	inv-42: JD1 Repair-Ph1 GLtoCR22-Ph1Tsk1 prepare bid docs Proj R175021-0027	1-JD	106 · Bonanz...	1,068.00
Check	05/14/2018		Houston Engineerin...	inv-42: JD1 Repair-Ph1 GLtoCR22-Ph1Tsk2 permitting- Proj R175021-0027	1-JD	106 · Bonanz...	2,202.25
Check	05/14/2018		Houston Engineerin...	inv-43: JD2 Survey & Profile Drwgs -Proj R005021-0029	2-JD:Redetermined JD2	106 · Bonanz...	178.00
Check	05/14/2018		Houston Engineerin...	inv-43: Drng Records grant- Ph1 org Public Drng System Docs -Proj R005021-0031	Administrative:Drng Record...	106 · Bonanz...	311.50
Check	05/14/2018		Wenck Associates, L...	CD5,29,37 Subwater Assmt grant Ph1 Modeling Tools & Report (T&E) proj B1878-0011	Administrative:CD5,29,37 Su...	106 · Bonanz...	3,453.00
Check	05/14/2018		Wenck Associates, L...	CD5,29,37 Subwater Assmt grant Ph2 Field Verification (T&E) proj B1878-0011	Administrative:CD5,29,37 Su...	106 · Bonanz...	1,500.74
Check	05/14/2018		I+S Group, Inc.	CD7 -As-Built Record Drwg prep -Proj 16-18955	7-CD	106 · Bonanz...	500.00
Total 626 - Engineering							16,150.49
629E - PERA - staff							
Paycheck	04/15/2018	14706	Knutson, Christine		Administrative	106 · Bonanz...	154.74
Paycheck	04/15/2018	14707	Lundeen, Christoph...		Administrative	106 · Bonanz...	126.60
Paycheck	04/15/2018	14708	Skonard, Cristopher J		Administrative	106 · Bonanz...	209.38
Paycheck	04/30/2018	14716	Knutson, Christine		Administrative	106 · Bonanz...	170.22
Paycheck	04/30/2018	14717	Lundeen, Christoph...		Administrative	106 · Bonanz...	139.26
Paycheck	04/30/2018	14718	Skonard, Cristopher J		Administrative	106 · Bonanz...	209.38
Total 629E - PERA - staff							1,009.58
629M - PERA - managers							
Paycheck	04/15/2018	14701	Barchenger, James R		Administrative	106 · Bonanz...	15.00
Paycheck	04/15/2018	14703	Brauchler, Robert H		Administrative	106 · Bonanz...	24.38
Paycheck	04/15/2018	14705	Wuertz, James E		Administrative	106 · Bonanz...	9.38
Total 629M - PERA - managers							48.76
635 - Health Plan							
635A - Life & AD&D ins. premiums							
Check	04/16/2018	14713	USABLE Life	May Life & AD&D staff premiums: Skonard, Knutson, Lundeen	Administrative	106 · Bonanz...	48.75
Total 635A - Life & AD&D Ins. premiums							48.75
Total 635 - Health Plan							48.75
639 - Contract Labor							
Check	05/14/2018		LAMB Labor Service...	12 AIS inspectors - 6 hrs @15.75/hr training 4-28-18	Administrative:AIS Stearns ...	106 · Bonanz...	1,134.00
Check	05/14/2018		Legal & Administrati...	travel to/from Brooten, attend 4/9 board meeting and take minutes	Administrative	106 · Bonanz...	112.50
Check	05/14/2018		Legal & Administrati...	prepare draft minutes of 4/9 board meeting	Administrative	106 · Bonanz...	37.50
Check	05/14/2018		Legal & Administrati...	proof/revise minutes of 4/9 mtg, email to Cris	Administrative	106 · Bonanz...	12.50
Total 639 - Contract Labor							1,296.50
640 - Misc. Dues							
Check	05/14/2018		Central Minnesota F...	April Beacon subscription fee 3/31 - -plat	Administrative	106 · Bonanz...	1.00
Check	05/14/2018		Central Minnesota F...	May Beacon subscription fee 4/30 - -plat	Administrative	106 · Bonanz...	1.00
Total 640 - Misc. Dues							2.00
641 - Education							
Check	05/14/2018		Central Minnesota F...	Educational supplies -ShopKo 4/17 -classicc	Administrative	106 · Bonanz...	18.84
Total 641 - Education							18.84
645 - Utilities							
Check	04/16/2018	14715	Xcel Energy	electric 1030 Front St 3/7/18-4/7/18	Administrative	106 · Bonanz...	378.92
Check	05/14/2018		City of Brooten	April water/sewer/garbage -1030 Front Street-acct# 24-00001235-00-7	Administrative	106 · Bonanz...	63.55
Total 645 - Utilities							442.47
646A - Water Technician's wages							
Paycheck	04/15/2018	14707	Lundeen, Christoph...		Administrative	106 · Bonanz...	1,688.00
Paycheck	04/30/2018	14717	Lundeen, Christoph...		Administrative	106 · Bonanz...	1,856.80
General...	05/01/2018	AprDitchBil		2.5hrs@28.35/hr payroll April ProjCoord JD1 - site visit / mapping-data analysis	1-JD	6221 · Admin...	70.88
General...	05/01/2018	AprDitchBil		1.25hrs@28.35/hr payroll April ProjCoord CD29R mapping-data analysis	29-CD:Redetermined CD29	6221 · Admin...	35.44
General...	05/01/2018	AprDitchBil		1 hrs@28.35/hr payroll April ProjCoord JD2 - Site visit	2-JD:Redetermined JD2	6221 · Admin...	28.35
General...	05/01/2018	AprDitchBil		2.5 hrs@28.35/hr payroll April ProjCoord CD32 -site visit/mapping-data analysis	32-CD:Redetermined CD32	6221 · Admin...	70.88
General...	05/01/2018	AprDitchBil		.75 hrs@28.35/hr payroll April ProjCoord CD38 mapping-data analysis	36-CD:Redetermined CD36	6221 · Admin...	21.27
General...	05/01/2018	AprDitchBil		.75 hrs@28.35/hr payroll April ProjCoord CD37 mapping-data analysis	37-CD:Redetermined CD37	6221 · Admin...	21.27
General...	05/01/2018	AprDitchBil		2.5 hrs@28.35/hr payroll April ProjCoord CD7 mapping-data analysis /site visit	7-CD	6221 · Admin...	70.88
General...	05/01/2018	AprDitchBil		April total ProjCoord billable payroll exp to ditches	Administrative	6221 · Admin...	-318.97
General...	05/01/2018	AprGrantBil		1 hrs@47.42/hr April ProjCoord JD1 Subwtrshd INKIND mapping-data analysis (PD)	Administrative:Inkkind-JD1 s...	6221 · Admin...	47.42
General...	05/01/2018	AprGrantBil		1 hrs@47.42/hr April ProjCoord JD1 Subwtrshd INKIND mapping-data analysis (PD)	Administrative	6221 · Admin...	-47.42
General...	05/01/2018	AprWPLMN...		16 hrs@28.35/hr payroll April ProjCoord WPLMN reimbursable work	Administrative:WPLMN Proj...	6221 · Admin...	453.60
General...	05/01/2018	AprWPLMN...		April total ProjCoord billable payroll exp to WPLMN	Administrative	6221 · Admin...	-453.60
General...	05/01/2018	AprWRAPS...		.5hrs@28.35/hr payroll April ProjCoord WRAPSII reimbursable work	Administrative:WRAPS II -pr...	-SPLIT-	14.18
General...	05/01/2018	AprWRAPS...		.5hrs@28.35/hr payroll April ProjCoord WRAPSII reimbursable work	Administrative	646A · Water ...	-14.18
Total 646A - Water Technician's wages							3,544.80
646C - WD FlexPlanContribution/Lundeen							
Paycheck	04/15/2018	14707	Lundeen, Christoph...		Administrative	106 · Bonanz...	350.00
Paycheck	04/30/2018	14717	Lundeen, Christoph...		Administrative	106 · Bonanz...	350.00
Total 646C - WD FlexPlanContribution/Lundeen							700.00
650 - Technician Miles Reimb. non-tax							
Check	04/16/2018	14712	Christopher Lunde...	64m@.545/mi Stearns SWCD local work grp mtg -St Cloud 4/10 (commute adjusted)	Administrative	106 · Bonanz...	34.88
Total 650 - Technician Miles Reimb. non-tax							34.88
6560 - Payroll Expenses-SS&Medicare							
Paycheck	04/15/2018	14701	Barchenger, James R		Administrative	106 · Bonanz...	15.37
Paycheck	04/15/2018	14701	Barchenger, James R		Administrative	106 · Bonanz...	3.60
Paycheck	04/15/2018	14702	Berndt, Gary C		Administrative	106 · Bonanz...	5.26
Paycheck	04/15/2018	14702	Berndt, Gary C		Administrative	106 · Bonanz...	1.23
Paycheck	04/15/2018	14703	Brauchler, Robert H		Administrative	106 · Bonanz...	22.38
Paycheck	04/15/2018	14703	Brauchler, Robert H		Administrative	106 · Bonanz...	5.23
Paycheck	04/15/2018	14704	Hanson, John T		Administrative	106 · Bonanz...	6.68
Paycheck	04/15/2018	14704	Hanson, John T		Administrative	106 · Bonanz...	1.56
Paycheck	04/15/2018	14705	Wuertz, James E		Administrative	106 · Bonanz...	10.05
Paycheck	04/15/2018	14705	Wuertz, James E		Administrative	106 · Bonanz...	2.35
Paycheck	04/15/2018	14706	Knutson, Christine		Administrative	106 · Bonanz...	127.71
Paycheck	04/15/2018	14706	Knutson, Christine		Administrative	106 · Bonanz...	29.87
Paycheck	04/15/2018	14707	Lundeen, Christoph...		Administrative	106 · Bonanz...	126.36
Paycheck	04/15/2018	14707	Lundeen, Christoph...		Administrative	106 · Bonanz...	29.55
Paycheck	04/15/2018	14708	Skonard, Cristopher J		Administrative	106 · Bonanz...	196.33
Paycheck	04/15/2018	14708	Skonard, Cristopher J		Administrative	106 · Bonanz...	45.92
Paycheck	04/30/2018	14716	Knutson, Christine		Administrative	106 · Bonanz...	140.51
Paycheck	04/30/2018	14716	Knutson, Christine		Administrative	106 · Bonanz...	32.85
Paycheck	04/30/2018	14717	Lundeen, Christoph...		Administrative	106 · Bonanz...	136.82
Paycheck	04/30/2018	14717	Lundeen, Christoph...		Administrative	106 · Bonanz...	32.00
Paycheck	04/30/2018	14718	Skonard, Cristopher J		Administrative	106 · Bonanz...	196.33

NORTHFORK CROW RIVER WATERSHED DISTRICT
Profit & Loss Detail

April 10 through May 14, 2018

Type	Date	Num	Name	Memo	Class	Split	Amount
Paycheck	04/30/2018	14718	Skonard, Christopher J		Administrative	106 - Bonanz...	45.92
Total 6560 - Payroll Expenses-SS&Medicare							1,213.89
703 - Interest Expense							
Check	05/14/2018		Minnesota Pollution ...	SRF0139 Project Loan Interest	SRF Watershed Wide	106 - Bonanz...	470.92
Check	05/14/2018		Minnesota Pollution ...	SRF0218 Project Loan Interest	SRF0218/proj2010-1	106 - Bonanz...	1,693.50
Check	05/14/2018		Minnesota Pollution ...	SRF0268 Project Loan Interest	SRF0268/2013 start	106 - Bonanz...	531.41
Total 703 - Interest Expense							2,695.83
710 - Truck/ATV Expenses							
General...	05/01/2018		AprDitchMi	18mi @.545/mi CD7 check on Manure violations 4/17	7-CD	-SPLIT-	9.81
General...	05/01/2018		AprDitchMi	18mi @.545/mi CD7 check on Manure violations 4/17	Administrative	710 - Truck/A...	-9.81
General...	05/01/2018		AprDitchMi	12mi @.545/mi CD32 check on Manure violations 4/17	32-CD:Redetermined CD32	710 - Truck/A...	6.54
General...	05/01/2018		AprDitchMi	12mi @.545/mi CD32 check on Manure violations 4/17	Administrative	710 - Truck/A...	-6.54
General...	05/01/2018		AprDitchMi	57mi @.545/mi JD1 check on manure violations 4/17 - tree clearing 4/18	1-JD	710 - Truck/A...	31.07
General...	05/01/2018		AprDitchMi	57mi @.545/mi JD1 check on manure violations 4/17 - tree clearing 4/18	Administrative	710 - Truck/A...	-31.07
General...	05/01/2018		AprWPLMN...	47m @.545/mi WD truck mileage for WLPMM sampling 4/12	Administrative:WPLMN Proj...	6221 - Admin...	25.62
General...	05/01/2018		AprWPLMN...	47m @.545/mi WD truck mileage for WLPMM sampling 4/12	Administrative	6221 - Admin...	-25.62
General...	05/01/2018		AprWPLMN...	48m @.545/mi WD truck mileage for WLPMM sampling 4/19	Administrative:WPLMN Proj...	6221 - Admin...	26.16
General...	05/01/2018		AprWPLMN...	48m @.545/mi WD truck mileage for WLPMM sampling 4/19	Administrative	6221 - Admin...	-26.16
General...	05/01/2018		AprWPLMN...	48m @.545/mi WD truck mileage for WLPMM sampling 4/23	Administrative:WPLMN Proj...	6221 - Admin...	26.16
General...	05/01/2018		AprWPLMN...	48m @.545/mi WD truck mileage for WLPMM sampling 4/23	Administrative	6221 - Admin...	-26.16
General...	05/01/2018		AprWPLMN...	49m @.545/mi WD truck mileage for WLPMM sampling 4/26	Administrative:WPLMN Proj...	6221 - Admin...	26.71
General...	05/01/2018		AprWPLMN...	49m @.545/mi WD truck mileage for WLPMM sampling 4/26	Administrative	6221 - Admin...	-26.71
Check	05/14/2018		RJ, Inc.	#1018804 4/5 gas 13.714g@2.499/gal	Administrative	106 - Bonanz...	34.27
Check	05/14/2018		RJ, Inc.	#1013284 4/17 gas 14.503g@2.599/gal	Administrative	106 - Bonanz...	37.69
Check	05/14/2018		RJ, Inc.	#1015615 4/17 gas 13.955g@2.599/gal	Adminlstrative	106 - Bonanz...	44.83
Total 710 - Truck/ATV Expenses							116.79
731 - CWP Principal Repayments							
Check	05/14/2018		Minnesota Pollution ...	WQI Continuation NFCRWD SRF0139	SRF Watershed Wide	106 - Bonanz...	23,428.79
Check	05/14/2018		Minnesota Pollution ...	NF Crow Septic/Feedlot Upgrade NFCRWD SRF0218	SRF0218/proj2010-1	106 - Bonanz...	14,641.04
Check	05/14/2018		Minnesota Pollution ...	NF Crow Septic System/Feedlot Upgrades Cont. NFCRWD SRF0268	SRF0268/2013 start	106 - Bonanz...	2,553.53
Total 731 - CWP Principal Repayments							40,623.36
Total Expense							95,647.55
Net Ordinary Income							-89,263.43
Net Income							-89,263.43

NORTHFORK CROW RIVER WATERSHED DISTRICT
Balance Sheet
 As of May 14, 2018

May 14, 18

ASSETS

Current Assets

Checking/Savings

106 · Bonanza Checking	-67,972.30
107 · Bonanza Adm. Svg.	431,677.14
108 · Data Acquisition Svg	21,549.46
110 · Rice /Koronis Proj. Svg	1,928.40
112 · JD-1	100.68
113 · CD-7	6,454.47
114 · CD-32	32,830.05
115 · SRF / Co. Assessments	61,381.61
116 · CD-5	100.00
117 · CD-38	385.05
119 · CD-37	100.19
120 · CD-21	100.20
121 · CD-36	100.38
122 · JD-2	100.19
123 · SRF Interest	32,228.86
126 · CD-29/ 9019883	100.38
128 · Meeker CD4 NEW(prev. 4,40,& 43)	100.00
128B · Meeker Co. 40	159.48
128C · Meeker Cty 43	100.25
130 · SRF Watershed Wide	45,021.21
131 · SRF0218/2010-1	139,525.95
132 · NFCR Watershed Wide Projects	45,029.83
133 · SRF0268	28,651.44

Total Checking/Savings 779,752.92

Accounts Receivable

1211 · Delinq Property Taxes Recvble	
1211A · Delinq Prop. Taxes Recvble.-ADM	5,068.14
1211B · Delinq Prop. Taxes Recvble-DATA	146.73
1211C · Delinq Prop. Taxes Recvble-PROJ	93.76

Total 1211 · Delinq Property Taxes Recvble 5,308.63

1215 · Deferred Assessment Receivable	788,985.62
1216 · Delinquent Assessment Receivabl	8,992.23

Total Accounts Receivable 803,286.48

Other Current Assets

1100 · Prepaid Liab Insurance/expenses	2,112.38
1120 · Inventory Asset	12,786.20
1300 · Projects -Receiveable (Due T/F)	414,725.86

Total Other Current Assets 429,624.44

Total Current Assets 2,012,663.84

TOTAL ASSETS

2,012,663.84

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2005 · Accts Payable+retainag-Projects	
2005.09 · AcctsPayable (+retain)-CD32 Red	60,225.35
2005.10 · Accounts Payable +retainage-CD7	20,800.73

Total 2005 · Accts Payable+retainag-Projects 81,026.08

2010 · Proj. Pay. to Adm (DueT/F)

2014 · CD-5	888.11
2015 · CD-37	29,101.00
2016 · JD-1	199,424.41
2018 · CD21	7,086.65
2020 · JD2	15,888.90
2025 · CD-36	8,848.10
2028 · CD-29	22,896.88
2030 · Meeker CD4	98,201.64
2034 · Meeker CD43	32,390.17

NORTHFORK CROW RIVER WATERSHED DISTRICT
Balance Sheet
 As of May 14, 2018

	May 14, 18
Total 2010 · Proj. Pay. to Adm (DueT/F)	414,725.86
2013 · Deferred Revenue-tax/assmt	
2013.01 · Deferred Revenue-taxes-Admin	5,068.14
2013.02 · Deferred Revenue-taxes-Septic	85.28
2013.03 · Deferred Revenue-taxes-R&KLevy	8.48
2013.06 · Deferred Revenue-tax -Data	146.73
2013 · Deferred Revenue-tax/assmt - Other	797,977.85
Total 2013 · Deferred Revenue-tax/assmt	803,286.48
2102 · Employee 125 Flex Benefit Plan	
2102E · Limited ME FLEX -Chris	213.04
Total 2102 · Employee 125 Flex Benefit Plan	213.04
2675 · Deferred Revenue	
2675.05 · Stearns AIS grant DefRev	31,500.00
2675.06 · Intern Fund(KLA OtherInc)DefRev	6,453.58
2675.09 · CD5,29,37 Subwtr Grant C17-3891	16,135.62
2675.11 · JD1 SubwtrGrant-C17-4810DefRev	17,762.25
2675.12 · Drng Records Grant FY18 DefRev	8,750.00
Total 2675 · Deferred Revenue	80,601.45
Total Other Current Liabilities	1,379,852.91
Total Current Liabilities	1,379,852.91
Total Liabilities	1,379,852.91
Equity	
3000 · Fund Balance	745,439.00
3002 · Fund Bal. CD-5	-24,199.00
3003 · Fund Bal. CD-37	-32,749.00
3004 · Fund Bal. JD-1	-290,202.00
3006 · Fund Bal. R & K	104,533.00
3010 · SRF WW/Mid	84,171.00
3011 · Fund Bal-CD 21	-6,920.00
3012 · Fund Bal-CD 38	1,176.00
3014 · Fund Bal-JD 2	-25,333.00
3015 · Fund Bal-CD-7	-17,926.00
3016 · Fund Bal-CD-32	144,306.00
3017 · Fund Bal-CD-36	1,289.00
3018 · Fund Bal. - CD4	-91,918.00
3019 · Fund Bal. - CD40	158.00
3020 · fund Bal. - CD43	-39,483.00
3021 · Fund Bal. SRF0218	133,566.00
3022 · Fund Bal.- SRF0268	23,183.00
3100.06 · Fund Bal. Reserved-CD29	4,524.00
3100.14 · Fund Bal. Resvd-NFCRW Wide Proj	45,229.00
3100.20 · Fund Bal Reserved-Data Acq	34,769.00
32000 · Retained Earnings	-21,515.83
Net Income	-139,286.24
Total Equity	632,810.93
TOTAL LIABILITIES & EQUITY	2,012,663.84

NORTH FORK CROW RIVER WATERSHED DISTRICT
BOARD OF MANAGERS
Proposed Regular Meeting Minutes
April 9, 2018

Managers Present: James Barchenger, Gary Berndt, Bob Brauchler, John Hanson and James Wuertz

Staff Present: Cris Skonard, Christine Knutson and Christopher Lundeen

Others Present: Kurt Deter (Rinke Noonan), Boyce Fischer, Boyd Fischer, Virgil Fuchs, Robert Groshens, Russell Gruber, Dale Gruber, Roger Imdieke (Kandiyohi County Commissioner), David Johnson, Ralph Klassen, Earl Kasper, Dale Krystocek, (Minnesota Board of Water & Soil Resources), Joe Lewis (Houston Engineering, Inc.), Larry Ladwig, Arthur Marthaler, Harold Marthaler, Steve Notch (Stearns County Commissioner), Rick Thompson, Tom Weber, Jim Weller, Will Wesbur, and others

Recording Secretary: Diane Beck, Legal & Administrative Assistants, Inc. (LAA)

CALL TO ORDER—President Wuertz called the meeting to order at approximately 7:00 p.m.

AGENDA—The following items were added to the agenda under the Administrator’s Report; 1) consideration of CD4 buffer payments, and 2) discussion on the 1W1P Public Hearing in Litchfield on April 16th.

IT WAS MOVED BY James Barchenger, SECONDED BY Bob Brauchler to approve the revised Agenda. MOTION CARRIED.

CONSENT AGENDA—

IT WAS MOVED BY Bob Brauchler, SECONDED BY James Barchenger, to approve the following Consent Agenda:

1. Treasurer’s Report and bills to April 9, 2018
 - a. Check register—106 Bonanza checking account
 - b. Profit & Loss Detail—all accounts
 - c. Balance Sheet—all accounts

Roll call vote was taken.

Affirmative: Barchenger, Berndt, Brauchler, Hanson and Wuertz

Opposed: None

MOTION CARRIED.

MINUTES—The March 12, 2018 minutes were reviewed. Changes noted were:

- Page 8: under CD7 Redetermination of Benefits Hearing--Continued.
 - Motion date is April 9, 2018 instead of April 8, 2018.
- Page 11: under JD1 Main and Branches.

- First sentence should read: Skonard made a site visit and reported a contractor has been hired to remove trees from ditch.
- Page 12/13: under Other Ditch Business:
 - Forth sentence should read: After discussion, Attorney Deter stated that any CD5 parcels not benefitted by the ditch should be removed from the benefitted roster.

IT WAS MOVED BY Bob Brauchler, SECONDED BY John Hanson, to approve the March 12, 2018 Regular Meeting Minutes with the changes noted above. MOTION CARRIED.

Open Discussion from the Public. There were no comments by the public.

President Wuertz suspended the regular board meeting at 8:00 p.m. and reopened the CD7 Redetermination of Benefits Hearing—Continued.

CD7 Redetermination of Benefits Hearing—Continued. Attorney Kurt Deter provided an agenda and reiterated the CD7 issue: Is there enough evidence that the grass strip(s) acquisition requirements were or were not met at the time of the last redetermination of benefits of CD7 in the 1980s?

- Attorney Deter noted Stearns County found additional records from the 1980s. After reviewing those records, Attorney Deter stated the grass strips had been acquired for CD7; however, it was not as clear as to the grass strips on CD7A due to the private litigation and settlements.
- Attorney Deter preferred to receive additional public comments.
- President Wuertz opened the floor for public comment:
 - Will Wesbur commented he did not receive damages for CD7A.
 - Virgil Fuchs stated no damages were recorded on his abstract and shared additional concerns.
 - Boyce Fischer inquired if the ditch was consolidated by the county or NFCRWD.
Response: Stearns County.

IT WAS MOVED BY Gary Berndt, SECONDED BY John Hanson, to close the public comments portion at 8:30 p.m. for the CD7 Redetermination of Benefits Hearing—Continued. MOTION CARRIED.

Attorney Deter commented the CD7A portion is a grey area and if the entire approximate 8.5 acres of CD7 buffers were acquired it could amount to \$45,000 with the possibility of an appeal. Attorney Deter stated there is no clearly defined evidence that CD7A damages were paid.

IT WAS MOVED BY James Barchenger, SECONDED BY John Hanson, to split and pay damages for the CD7A grass strips.

Roll call vote was taken.

Affirmative: Barchenger, Berndt, Brauchler, Hanson and Wuertz

Opposed: None

MOTION CARRIED.

Attorney Deter will amend the findings and suggested that payment be by check.

STAFF REPORTS—

Administrator's Report. Cris Skonard reported on the following meetings:

- March 19: Minnesota Association of Drainage Inspectors (MADI) held at the Willmar Conference Center;
- March 20: Pope Local Work Group in Glenwood; and
- March 22: Bonanza Valley Ground Water Management Area (BVGWMA) in Glenwood.

Skonard noted a Manager Hanson's three-year term will expire on May 9, 2018 and Manager Barchenger's three-year term expires on June 6, 2018. Applications are available online.

BWSR (Minnesota Board of Water & Soil Resources) PRAP (page 14). Dale Krystosek presented the key findings and conclusions of the Level II Performance Review, North Fork Crow River Watershed District (NFCRWD) Draft Report and reported NRCRWD scored high. Krystosek provided summary information regarding resource outcomes, commendations and the following recommendations:

- Continue and expand the use of Prioritized, Targeted and Measurable as criteria for Goals and Objectives in implementing the North Fork Crow River 1W1P;
- Develop orientation and continued education plan for both board and staff and keep records of trainings attended;
- Structure website information to report progress and trends made in achieving resource goals.

Krystosek noted there were no action items and no compliance reports are needed.

Berndt raised questions/concerns on the Plan Accomplishments, i.e., participation in holding ponds and accountability of feedlots, etc. Krystosek will work with the staff to ensure the review is accurate. Skonard will work with President Wuertz on drafting the District's response.

Nutrient Loading. Hanson mentioned the last annual report showed areas of excess nutrient loading and suggested offering education and communication to look at different programs to address the situation. Berndt commented he would like to have a nutrient loading report. Skonard asked Christopher Lundeen to present the Watershed Project Coordinator's Report showing the nutrient levels, etc.

Watershed Project Coordinator's Report.

2017 Monitoring Review. Lundeen shared the 2017 Monitoring Review and showed bar charts and graphs showing nutrient levels, E.coli averages, phosphorous averages,

suspended solids, organic nitrogen levels and lake monitoring locations comparing the two previous years of monitoring. Lundeen noted E.coli areas above the state level. Berndt asked where the higher counts are coming from. Lundeen stated samples can be taken to determine the kind of animal decontamination. Specific e-coli testing costs approximately \$300+ per sample and multiple tests would be needed for more accurate sourcing. Lundeen also reviewed the secchi readings (water clarity) and water quality graphs for Grove Lake, Rice Lake, Pirz Lake and Lake Koronis.

Meeting Minutes. Skonard reported the decision of hiring Legal & Administrative Assistants, Inc. (LAA) to continue taking board minutes was previously delayed until the April meeting when the full board was in attendance. Skonard felt LAA is doing a good job and saves him time.

IT WAS MOVED BY James Barchenger, SECONDED BY Gary Berndt to hire Legal & Administrative Assistants, Inc. to take the monthly meeting minutes for the North Fork Crow River Watershed District.

Roll call vote was taken.

Affirmative: Barchenger, Berndt, Brauchler, Hanson and Wuertz

Opposed: None

MOTION CARRIED.

Additional Business. Berndt expressed concerns with the 1W1P document and felt more public discussion is needed. Skonard shared that public comment period has been open for 60 days and scheduled to close on April 16, 2018. Skonard encouraged Berndt to attend the 1W1P Public Hearing in Litchfield at 5:30 p.m., April 16th as there will an opportunity for additional public comments. Skonard, Berndt and Hanson (delegate) will attend. Skonard will post the meeting.

Manager Expenses. Skonard commented Manager Hanson requested discussion on the issue of compensation for managers participating in board meetings via teleconferencing. Hanson shared his thoughts and felt the policy should be direct and clear. President Wuertz felt managers should be compensated for participating via telephone even though there are not allowed to vote. This issue will be tabled until the next NFCRWD meeting.

Skonard shared the Natural Resources Conservation Services (NRCS) in St. Cloud has asked if the NFCRWD is interested in helping fund a feedlot site assessment project. The board felt it is a valid consideration. The issue will be discussed on the May agenda.

Funds Manager/Administrative Assistant's Report. As reported in the Consent Agenda.

PROGRAM REPORTS—

Permit Report. None

Drainage Reports.

1. **CD4 Update (Union Grove Culvert).** Rick Thompson and Robert Groshens reported two quotes for replacing the deteriorating 82-foot culvert at 512 Street were received and requested financial assistance from NFCRWD. The Board concurred to provide assistance at the normal practice of 50/50.

CD4 Buffers. Skonard met with Barb Loch of Meeker County and determined that the CD4 buffers were not paid and requested NFCRWD authorize payment of the buffers at a cost of approximately \$29,000 and send checks to record landowners as of 2011 as some of the parcels may have changed owners. Skonard also requested a letter be sent along with the checks.

IT WAS MOVED BY James Barchenger, SECONDED BY John Hanson, that NFCRWD make CD4 buffer payments of approximately \$29,685 via checks to record landowners as of 2011. Letters from NFCRWD will be included with the checks.

Roll call vote was taken.

Affirmative: Barchenger, Berndt, Brauchler, Hanson and Wuertz

Opposed: None

MOTION CARRIED.

Attorney Deter and Skonard will work on the letter.

2. **JD1 Main and Branches (Branch 12, Fork 6).** Skonard reported the trees should be removed soon. Joe Lewis of Houston Engineering provided a progress update.
 - o Dave Johnson had questions from County Road 22 and up regarding the water level. Discussion held.
 - o Skonard commented that he and Lewis met a contractor (MBC) to discuss options for cleaning the ditch including into Grove Lake
 - o Lewis and Skonard discussed obtaining approval from the DNR and why the project is justified.

The Board concurred authorizing Skonard and Lewis to use their discretion in initiating a work plan.

Branch 12 Fork 6. Lewis gave a summary report of the proposed repair project.

IT WAS MOVED BY Bob Brauchler, SECONDED BY John Hanson to accept the JD1 Branch 12 Fork 6 repair proposal from Houston Engineering, Inc. in the amount of \$11,480.

Roll call vote was taken.

Affirmative: Barchenger, Berndt, Brauchler, Hanson and Wuertz

Opposed: None

MOTION CARRIED.

MANAGER BERNDT NOTED HE WAS A BENEFITED LANDOWNER DURING THE VOTE.

Lewis stated work on the BWSR sub-watershed grant is progressing and is expected to be completed in May 2018.

3. **CD7 Repair Update.** Discussion held earlier in the meeting.
4. **CD32 Repair Update (RESPEC Response).** Skonard reported two letters were received disputing NFCRWD's letter of December 29, 2017 stating it will not make further payments to RESPEC for the CD32 project. The disputed amount is approximately \$22,000. The second letter addressed States Borders Construction proposed repair methods. Discussion was held and the following comments were made:
 - If NFCRWD pays for the disputed repairs, does RESPEC have the ability to complete the project in the allowed timeframe? Suggestion made to review the video.
 - Landowners raised concerns if RESPEC should continue the project that they be involved in the proposed work. Consensus to have all concerned (engineer, contractor, administrator, and a board member) and three land owners to observe meeting repair discussion. Skonard noted it may be an issue if RESPEC will not attend unless paid.
 - Skonard will work on a cost estimate of securing another engineer and report back at the next NFCRWD meeting.
5. **CD29, CD36, CD37 ROB Update.** Skonard reported the CD36 and CD37 projects are nearly complete. Landowner reports will be sent in May and that a hearing needs to be scheduled the end of May or early June. Hearing dates/times discussed.

IT WAS MOVED BY James Barchenger, SECONDED BY Gary Berndt, to schedule the CD36 ROB Hearing at 10:30 a.m., Tuesday, June 5, 2018 and the CD37 ROB Hearing at 1:00 p.m., Tuesday, June 5, 2018. MOTION CARRIED.

6. **JD2 Update.** Weather has been a factor in progressing with the project.
7. **Other Ditch Business.**

Skonard reported that land owned by Eugene Hemmisch was reviewed and determined not to overlap with the Sauk River Watershed District.

Board Member Reports. None.

Items for Next Meeting Agenda.

- Managers' Expenses
- BWSR Report
- NRCS feedlot assessment request
- CD32 update

Calendar Review. Skonard shared the calendar review.

- April 10: ROB CD29
- April 16: 1W1P Public Hearing
- April 24: Earth Day, Prairie Woods Environmental Learning Center—Bob Brauchler will attend
- May 4: Paynesville Waterfest—Brauchler will attend

FYI Items. None.

ADJOURNMENT—

IT WAS MOVED BY John Hanson, SECONDED BY Gary Berndt, to adjourn the meeting.
MOTION CARRIED.

The meeting was adjourned at approximately 10:20 p.m.

NEXT MEETING—The next board meeting is Monday, May 14, 2018 at 7:00 p.m.

John Hanson, Secretary

North Fork Crow River Watershed District

Proposed Minutes

April 10, 2018

CD 29 Redetermination of Benefits Public Hearing

Managers Present: Barchenger, Berndt, Brauchler, Hanson, Wuertz

Managers Absent: None

Staff Present: Cris Skonard

Others Present: Bryan Murphy (H2Over Viewers), Maury Noonan (Rinke-Noonan), Virgil Fuchs, Hilary Brunner, Ken Radermacher, Boyce Fischer, Marv Sandvig, Tim Evenson, Shayn Kampsen, Roy Lensing, Grant Anderson, others.

Open Public Hearing: President Wuertz opened the public hearing at 1:00 pm.

Record of Notices: Skonard gave the record of required notices as follows: Printed in the Bonanza Valley Voice, Pope County Tribune, Belgrade observer for three consecutive weeks beginning on March 19, 2018, March 26, 2018 and April 2, 2018. Noticed on the District website for three consecutive weeks and posted at the District office for three consecutive weeks. Landowner's were notified of the hearing by direct mailing of the Owner's reports.

Purpose of Hearing: Maury Noonan reported on the purpose of the hearing for information related to the findings in the viewer's report and a chance for public comment on the viewer's report. The Board ordered the process of redetermination of benefits for Stearns County Ditch 29 (CD 29) under MN Statute 103E.351 and contracted with H2Over Viewers as a three party viewer to determine lands benefited by the drainage system. If adopted, the redetermined benefits and damages must be used in place of the original benefits and damages in all subsequent proceedings related to the drainage system.

Viewer's Report: Bryan Murphy gave report on the methodology of the process of viewing of property benefitted by CD 29, a description of definitions as presented in the report and a summary of the findings included in the viewer's report.

Public Comment and Questions:

- Hilary Brunner commented on the need for redetermination and the cost.
- Dick Detloff shared his concerns.
- Grant Anderson asked if the State pays for assessments. Also stated one land class does not reflect production rates across all soil types in the class. Bryan Murphy described how land is classified. Anderson also asked how new benefits compared to old.
- Roy Lensing reiterated his concerns to the Board which were discussed with the viewers.
- Marv Sandvig questioned his land benefits. Viewers to follow-up.
- Tim Evenson stated water on his property flowed opposite of viewers determination. Viewers to follow-up.
- Boyce Fischer, representing the City of Brooten, questioned the outlet fee basis of 26 million gallons per year. Viewers to follow-up.

Board discussion followed. Consensus to continue meeting and allow above property owners with concerns be recognized at continued hearing.

Motion to close additional public comment made by Barchenger, seconded by Hanson. Motion carried.

Motion to continue the hearing on May 14, 2018 at 8:00 pm by Hanson, seconded by Berndt. Motion carried.

Meeting continued.

John Hanson – Secretary

North Fork Crow River Watershed District

Resolution # 2018-05

Resolution to set 2018 Billable Rates for Intern Position

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

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

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

WHEREAS, the internship position may be required to work a number of allowed hours on weekends due to District obligations under current grant contracts; these hours will be flexed from regular work week hours and not in addition to regular hours.

THEREFORE, BE IT HEREBY RESOLVED that the North Fork Crow River Watershed District will bill staff time spent working on eligible activities for the Intern position for 2018 at \$28.33 per hour according to the BWSR approved process for calculating billable rates.

THEREFORE, BE IT HEREBY RESOLVED that the North Fork Crow River Watershed District that the intern work week will commence from the period of Saturday to Friday of each week.

WHEREUPON, the above resolution was adopted by the Board of Manager of the North Fork Crow River Watershed District at its regular meeting May 14th 2018.

James Wuertz, President NFCRWD

May 14th, 2018
Dated

John Hanson, Secretary

May 14th, 2018
Dated

Agricultural

Water Quality

DRAINAGE + FUTURE OF

WORKSHOP

Working Together: FOR DRAINAGE AND WATER QUALITY SOLUTIONS 



Where

Verizon Wireless Center
| Civic Center Plaza
Mankato, MN 56001



When

9:00 AM - 3:15 PM
Wednesday,
June 27, 2018



Registration

www.is-grp.com/ag-drainage-workshop-2018/
\$30 Registration - Space is Limited!

For more information, contact ISG's Principal + Agricultural Drainage leader: CHUCK BRANDEL PE | chuck.brandel@is-grp.com



Critical Workshop Topics

Perspectives on Wetland Rules + Tiling

BMP and Storage Costs

Altered Hydrology

Alternative Side Inlet Calculator

Drainage Authority Project Planning + Prioritization


Drainage + Soil Health

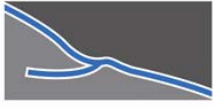
Register Today: www.is-grp.com/ag-drainage-workshop-2018/

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CRIS SKONARD OR CURRENT OCCUPANT
NORTH FORK CROW RIVER WATERSHED DISTRICT
1030 FRONT ST
BROOTEN MN 56316-0040



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**NORTH FORK
CROW RIVER**
WATERSHED DISTRICT

May 14, 2018

Mr. Dale Krystosek
Minnesota Board of Water and Soil Resources
520 Lafayette Road North
St. Paul, MN 55155

RE: 2018 Level II Performance Review, LGU Comment Letter

Dear Mr. Krystosek,

The North Fork Crow River Watershed District (NFCRWD) appreciates your presentation of the Level II Performance Review Report presented at the April 9, 2018 Regular Board Meeting. The Board of Managers accepts the report and offers the following comments regarding the recommendations identified in the report.

Recommendation 1: Continue and expand the use of Prioritized, Targeted and Measureable as criteria for Goals and Objectives in implementing the North Fork Crow River 1W1P. The NFCRWD received two grants from BWSR in the 2017 funding cycle to prioritize and target conservation practices at the sub-watershed scale. Additionally, the NFCRWD participated in the North Fork Crow River 1W1P which is currently under final BWSR review.

Recommendation 2: Develop orientation and continued education plan for both board and staff and keep records of trainings attended. The District recognizes the need to have an educated board and staff. A plan will be developed for managers and staff utilizing the resources provided by the Minnesota Association of Watershed Districts (MAWD), BWSR and other educational opportunities.

Recommendation 3: Structure website information to report progress and trends made in achieving resource outcome goals. Disseminating data about our projects and monitoring results is a priority of the NFCRWD. The District will continue to evaluate and implement effective delivery methods of reporting water quality data, analysis and trends to the public via our website.

The information provided in the review will be useful fulfilling the District Mission. Thank you for the opportunity to respond to the report recommendations.

Sincerely,

Cristopher J. Skonard, Ph.D., P.E.
Administrator/Drainage Inspector
North Fork Crow River Watershed District

PROPOSAL

3600

MARK LEE ASPHALT & PAVING INC.

707 VAN DYKE ROAD - ALEXANDRIA, MN 56308

320-763-9343

ASPHALT DRIVEWAYS - ASPHALT PARKING LOTS - BLACK DIRT - GRAVEL PRODUCTS - BACKHOE/DOZER
SEALCOATING - STRIPING - SNOW REMOVAL - SWEEPING - SKIDLOADER SERVICE

PROPOSAL SUBMITTED TO: NORTH FORK CROW RIVER WATERSHED DISTRICT	PHONE 320-346-2869	DATE 4/20/2018
STREET C/O CHRIS	nfcrwsd@tds.net	
CITY	JOB LOCATION	
STATE	ZIP	

We hereby submit specification and estimates for:

INSTALL BITUMINOUS PARKING LOT

APPROX. 2,728 SF

INCLUDES:

REMOVAL OF EXCESS MATERIAL

FINE GRADING OF EXISTING AGG BASE

3" BITUMINOUS MAT

INSTALLATION

TOTAL \$5,450.00

*****INCLUDES WIDENING OF EAST SIDE OF ENTRANCE**

*****ANY SOIL CORRECTION (IF NEEDED) AT ADDITIONAL COST (NOT EXPECTED).**

**WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS,
FOR THE SUM OF:**

DOLLARS:

PAYMENT TO BE MADE AS FOLLOWS: **DUE IN FULL UPON COMPLETION**

THIS BID IS GOOD FOR: 21 DAYS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized signature: **MICHAEL BRANHAM 320-815-5009**

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: _____
20 of 30

Join us!
June 20-22

MAWD SUMMER TOUR - 2018

A MULTI-FACETED APPROACH TO MANAGING A BIG RIVER WITH SMALL WATERSHEDS

Come explore the Minnesota River, and the projects in the Carver County Water Management Organization and the Riley Purgatory Bluff Creek Watershed District.

Tentative agenda:

Wednesday



Watershed meetings at Country Inn + Suites, Chanhassen

9 a.m. MAWA Meeting

1 p.m. MAWD Board Meeting

5 p.m. Discover the Minnesota River by barge

See the Minnesota River in a new way from the deck of a barge. Presenters will interpret the landscape, past present and future as we travel from Shakopee all the way down to the confluence with the Mississippi River in St. Paul.

Thursday



8 a.m. Tour projects in CCWMO & RPBCWD

Board a bus for a tour of exciting projects ranging from a community stormwater reuse system, reducing sediment and nutrient pollution to best practices for managing a lake inside and out.

Friday



8 a.m. Learn technical & leadership skills

- Technical Session at Riley Purgatory Bluff Creek WD: Assessing your creeks: Pre-inspection and post evaluation of lower Lake Riley.
- Leadership Session at Nine Mile Creek WD: Bridging the Rural-Metro Divide: How two WDs use technology to find the best projects and Resolutions 101: How to write resolutions for maximum impact.

Register Online:
mnwatershed.org



Organized by:



2018 SCC MEMBERSHIP

INVOICE

Membership Includes:

- Participation in membership meetings, training sessions, bulletins and updates from the DNR, MNCOLA, Minnesota Lakes and River Advocates, Stearns County AIS Committee.
- Automatic membership to MNCOLA and Minnesota Lakes and River Advocates.
- A strong coordinated voice to local, county, and state government officials from concerned lake property owners.

2018 Dues:

- \$60.00 per year for full voting membership for Stearns County Lake Associations
- \$30.00 non-voting membership per year for Stearns County Resorts and Individuals.

Payments due May 30, 2018:

- Make Checks out to **Stearns COLA**
- Address: **16067 Lake Koronis Road, Paynesville 56362**



May 8, 2018

James Wuertz, President
North Fork Crow River Watershed District
1030 Front Street
Brooten, MN 56316

Subject: Proposal for Engineering Services on Pope-Stearns Judicial Ditch 1 Main Trunk between Pope County Road 22 and Mud Lake

Dear President Wuertz and Members of the Board:

We are pleased to provide an estimate for engineering services and regulatory coordination related to a repair on the Pope-Stearns Judicial Ditch 1 Main Trunk between County Road 22 and Mud Lake in Pope County. The proposal was requested during the April Board meeting. The estimated cost for draft construction plan development, a repair report, and regulatory coordination is **\$9,885**.

Attachment A describes our intended scope of work and provides an estimated compensation based on the proposed scope of services for completing the project. We have enclosed our general Terms and Conditions for providing engineering services. If you would like us to proceed with this work, please sign both copies of the task order and return one copy to Houston Engineering, Inc.

We look forward to the opportunity to continue serving the North Fork Crow River Watershed District. Please contact me directly if you have any questions regarding our proposal before this time.

Sincerely,
HOUSTON ENGINEERING, INC.

Joe Lewis, PE, CFM
Project Manager
Direct: 763.493.6673
jlewis@houstoneng.com

JD1 Main Trunk Repair between Pope County Road 22 and Mud Lake
May 8, 2018
Attachment A

ATTACHMENT A. PROPOSED SCOPE OF WORK

The purpose of this scope is to develop preliminary construction plans to restore drainage on the Pope-Stearns Judicial Ditch 1 (JD 1) public drainage system between Pope County Road 22 and Mud Lake on the Main Trunk (station 421+67 to 570+36), as nearly as practical, to the As Constructed or Subsequently Improved Condition (ACSIC). The ACSIC consists of alignment, grade and channel cross-sections established through field survey and a record reestablishment process that followed MS 103E.101 subd 4a. This repair project segment, referred to as Phase 3, is approximately 14,869 feet long and is expected to take considerable coordination with the Minnesota Department of Natural Resources (MnDNR) since approximately 9,000 feet of the repair length is within Public Waters (Lincoln Lake - 20P and an unnamed wetland - 290W). The following paragraphs describe the tasks and technical approach to develop a construction plan set and seek to obtain regulatory concurrence on a repair project from the MnDNR.

Task 1: Prepare Preliminary Constructions Plans and Repair Report

During this task, HEI will develop a preliminary construction plan set containing a repair profile, which may be at an elevation above the ACSIC, based upon rationale that strives for restoring drainage to a practical level while balancing the cost of regulatory coordination. The rationale will consider the existing channel profile and condition, ACSIC grade, soil boring data, historic aerial imagery, construction feasibility, hydraulic efficiency, MS 103E and the DNR's regulatory process for public drainage system repairs in public waters. The preliminary construction plans developed in this task will be used for the regulatory coordination task and for future construction of the repair. HEI will also prepare a repair report describing the rationale and technical analysis used to develop the recommended repair profile for communication with the MnDNR.

Task 2: Regulatory Coordination

HEI will assist the NFCRWD in notifying the MnDNR regarding the proposed repairs after discussions with the Board. Communication is expected to include an introductory phone call and one in-person meeting with MnDNR staff. The nature of these conversations will center on the technical memo developed in Task 1 to gain concurrence on the repair approach from the DNR. It is also expected that NFCRWD's legal counsel will advise and participate in this task.

DELIVERABLES

Our project scope and cost estimate will provide the following services and deliverables:

1. Preliminary construction plan set
2. Technical design memorandum
3. One conference call and one meeting with MnDNR staff.

PROJECT SCHEDULE

HEI will begin work on the project once a signed contract between HEI and the NFCRWD is executed (see attached *HEI General Terms and Conditions*).

JD1 Main Trunk Repair between Pope County Road 22 and Mud Lake
 May 8, 2018
 Attachment A

COMPENSATION

Task 1: Prepare Preliminary Construction Plans and Design Memo.....	\$ 5,985
Task 2: Regulatory Coordination.....	\$ 3,900
TOTAL COST	\$9,885

ASSUMPTIONS

The estimated compensation associated with completing the scope of work is based on the following assumptions:

1. NFCRWD will review the preliminary construction plan set and draft technical memorandum and provide one set of comments.
2. Regulatory coordination will require 1 conference call and 1 in-person meeting.
3. Does not include additional fieldwork or developing a public waters work permit application.
4. No modeling is required.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER

HOUSTON ENGINEERING, INC.

BY: _____
 AUTHORIZED REPRESENTATIVE

BY: _____
 AUTHORIZED REPRESENTATIVE

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON ENGINEERING, INC:

Attn: Joe Lewis, 6901 East Fish Lake Road, Suite 140, Maple Grove, MN 55369

Proposal for Engineering Services on JD 1 Main Trunk between Pope CR 22 and Mud Lake

Created by: JL

Last edited: 5/7/2018

Reviewed by: GM



	Rates	\$178	\$146	\$117	\$130				
TASK DESCRIPTION	Project Manager	Professional Engineer	Graduate Engineer	Scientist II	Hours	Labor	Expenses	Labor + Expenses	
Task 1. Prepare Draft Plans and Design Memo	3	5	27	12	47	\$5,983	\$0	\$5,983	
Develop repair profile	1	1	4						
Prepare engineering plan drawings	1	1	8						
Prepare memo of design criteria	1	3	15	12					
Task 2. Regulatory Coordination	12	6	0	6	24	\$3,792	\$110	\$3,902	
Complete a conference call with MnDNR	2	2		2					
Prepare materials for an in-person meeting	2	2		3					
Attend an in person meeting with MnDNR staff	6								
Respond to MnDNR comments	2	2		1					
Totals	15	11	27	18	71	\$9,775	\$110	\$9,885	

*See Scope of Services for assumptions

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving five (5) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination, and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving fourteen (14) days written notice to the other party, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. LIMITATION OF LIABILITY

In no event shall Houston be liable for incidental, indirect or consequential damages of any kind. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

7. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

8. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

9. INDEMNIFICATION

Client shall indemnify, and hold harmless Houston, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Houston's breach of this Agreement or Houston's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

10. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

11. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the work, means or methods of contractors or their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents or subcontractors on a site shall not imply that Houston controls the operations of others nor shall it be construed to be an acceptance by Houston of any responsibility for job-site safety.

12. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

13. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston.

14. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

15. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

16. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of Minnesota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Clay County, Minnesota.

17. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

18. FORCE MAJURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to causes beyond its reasonable control including, without limitation, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

19. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

20. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; or if deposited in the United States Mail, certified or registered, postage prepared, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service. Notices, demand or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

21. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.



PO Box 134
Argyle, MN 56713
drynda@wiktel.com

March 30, 2018

North Fork Crow River Watershed District
1030 Front Street
Brooten, MN 56316

Dear NFCRWD Drainage Authority,

This letter is to inform you that I am resigning as one of the appointed viewers for the redetermination of benefits and grass strip acquisition of County Ditches 29, 36, and 37.

Sincerely,

Deborah Rynda
Deborah Rynda



April 19, 2018

Debbie Rynda has decided to step down from her position at H2Over Viewers, LLC. Though we are sorry to see her go, we are excited to announce a replacement viewer, Shantel Hecht.

Shantel has experience in the financial world of banking as well as working in different government offices. She grew up around agriculture, and worked as a legal secretary drawing up deeds for land including mineral rights. She also has 7+ years of experience in accounting. We are confident that her skill set will be a great asset to our team.

We would ask that you accept Debbie's resignation letter along with our recommendation to replace her with Shantel.

Please have your attorney draft a change order for viewer appointment. We will have Shantel sign it along with the oath of office. The new documentation can be attached to the original documents. There will be no change to our costs or contact with this change.

Thank you.

Sincerely,

Bryan Murphy

H2Over Viewers LLC president

Lead Viewer