

REGULAR MEETING of the BOARD OF MANAGERS
Wednesday February 2, 2022 – 12:00 p.m.
RRWD OFFICE 714 6th Street SW, ROSEAU MINNESOTA



Draft Agenda

❖ **CALL TO ORDER:**

- Pledge of Allegiance
- Approve agenda: _____

❖ **CONSENT AGENDA:** _____

- January 5th regular board meeting minutes
- Treasurer's report
- Review and approve manager and employee expense vouchers
- _____

❖ **DELEGATIONS:** _____

❖ **PERMITS:** _____

❖ **NEW BUSINESS:** _____

- MAWD Dues
- Building maintenance
- Roseau Dam project
- BWSR grant agreement

❖ **OLD BUSINESS:** _____

- Lot sale – edits to purchase agreement
- Duxby (Lins) Culvert discussion

❖ **REPORTS:**

- RRWMB: _____
- Specialist: _____
- Administrator: _____

❖ **PROJECTS UPDATE:**

- WD #4 update: _____
- CD #16 Improvement:
 - Change Order #2
- Roseau Lake: _____

❖ **CLOSED MEETING RESOLUTION:**

❖ **OTHER ITEMS:** _____

❖ **NEXT MEETING DATE:** March 2, 2022 @ 12:00 p.m.

❖ **MOTION TO ADJOURN:** _____

❖ **DATES TO REMEMBER:**

- MAWD Legislative Days – March 16 & 17
- March conference – March 22 & 23

**MINUTES OF THE ROSEAU RIVER WATERSHED DISTRICT BOARD OF
MANAGERS MEETING HELD JANUARY 5, 2021**

ORDER: Chairman Carter Diesen called the meeting to order at 12:00 p.m. and led the Pledge of Allegiance.

MANAGERS PRESENT: Jason Braaten, LaVerne Voll, Tony Wensloff, and Carter Diesen.

STAFF PRESENT: Administrator Halstensgard; Watershed Specialist McCormack.

OTHERS PRESENT: Roger Falk and Daryl Wicklund, Roseau County Commissioners; Randy Prachar, MN DNR; Landowners Mitch Magnusson, Jim Johnson.

CONSULTING STAFF PRESENT: Nate Dalager, HDR Engineering; Michelle Moren, Attorney

AGENDA: A **motion** was made by Manager Voll, seconded by Manager Wensloff to approve the agenda. Motion carried unanimously.

ELECTION OF OFFICERS: Administrator Halstensgard, acting as Teller, read aloud the Role of Chairperson and called for nominations for Chairman. Manager Wensloff nominated Manager Diesen for Chairman. There being no further nominations, Manager Voll made a **motion** to cease nominations and cast a unanimous ballot for Manager Diesen for Chairman, seconded by Manager Wensloff. Motion carried unanimously. The meeting was turned over to Chairman Diesen.

After reading the Role of Vice-Chair, Chairman Diesen called for nominations for Vice-Chairman. Manager Braaten nominated Manager Wensloff for Vice – Chairman. There being no further nominations, Manager Voll made a **motion** to cease nominations and cast a unanimous ballot for Manager Wensloff for Vice-Chairman, seconded by Manager Braaten. Motion carried unanimously.

After reading the Role of Secretary, Chairman Diesen called for nominations for Secretary. Manager Wensloff nominated Manager Voll for Secretary, There being no further nominations, Manager Wensloff made a **motion** to cease nominations and cast a unanimous ballot for Manager Voll for Secretary, seconded by Manager Braaten. Motion carried unanimously.

After reading the Role of Treasurer, Chairman Diesen called for nominations for Treasurer. Manager Wensloff nominated Manager Braaten for Treasurer. There being no further nomination, Manager Wensloff made a **motion** to cease nomination and cast a unanimous ballot for Manager Braaten, seconded by Manager Voll. Motion carried unanimously.

Attorney Moren stated she would like to see the board appoint a Vice-Treasurer to act on accounts with which Manager Braaten has a conflict of interest. Chairman Diesen called for nominations for Vice-Treasurer. Manager Voll nominated Manager Wensloff for Vice-Treasurer. There being no further nomination, Manager Voll made a **motion** to cease nomination and cast a unanimous ballot for Manager Wensloff, seconded by Manager Diesen. Motion carried unanimously.

A **motion** was made by Manager Wensloff and seconded by Manager Voll to name Bremer Bank, Citizens State Bank and Border State Bank as official depositories. Motion carried unanimously.

A **motion** was made by Manager Voll and seconded by Manager Wensloff to name Roseau Times-Region as official newspaper. Motion carried unanimously.

A **motion** was made by Manager Wensloff, seconded by Manager Braaten to name Attorney Michelle Moren as primary Legal council on fee basis and contract with other firms on fee basis as deemed necessary by the board. Motion carried unanimously.

A **motion** was made by Manager Wensloff, seconded by Manager Braaten continue to contract with engineering firms on an as needed basis. Motion carried unanimously.

A **motion** was made by Manager Wensloff, seconded by Manager Braaten to appoint Managers Braaten and Wensloff to the Roseau Lake Project Team. Motion carried unanimously. A **motion** was made by Manager Braaten, seconded by Manager Voll to appoint Managers Braaten and Wensloff to the Whitney Lake Project Team. Motion carried unanimously. All managers will be named as alternates and meetings will be posted as special board meetings allowing for all managers to attend. Motion carried unanimously.

A **motion** was made by Manager Wensloff and seconded by Manager Voll to appoint Manager Diesen as the representative to the FSA office. Motion carried unanimously.

A **motion** to appoint Manager Braaten as the delegate to the RRWMB and Manager Voll as the alternate was made by Manager Wensloff, seconded by Manager Voll. Motion carried unanimously.

A **motion** was made by Manager Braaten, seconded by Manager Wensloff to appoint Manager Voll and Manager Schmalz as delegates on the Roseau River International Watershed Board. Motion carried unanimously.

A **motion** was made by Manager Wensloff, seconded by Manager Braaten to appoint Managers Braaten and Voll to the Personnel Committee. Motion carried unanimously.

A **motion** was made by Manager Braaten, seconded by Manager Wensloff to appoint Managers Wensloff and Diesen to the Land Use Committee. Motion carried unanimously.

The following meeting schedule for 2022 was noted by the Board.

2022 Regular Meetings

January 5 – 12 p.m.
February 2 – 12 p.m.
March 2 – 12 p.m.
April 6 - 8 a.m.
May 4 – 8 a.m.
June 1 -- 8 a.m.

July 6 – 8 a.m.
August 3 -- 8 a.m.
September 7 – 8 a.m.
October 5 – 8 a.m.
November 2 – 8 a.m.
December 7 -- 8 a.m.

CONSENT AGENDA: A **motion** to approve the Consent Agenda was made by Manager Wensloff and seconded by Manager Braaten. The motion carried unanimously. Adoption of the Consent Agenda included approving the December 1, 2021 regular meeting minutes with corrections, the Treasurer's Report with additions, manager and employee expense vouchers.

PERMITS & DELEGATIONS: There were no permits or delegates for this meeting.

NEW BUSINESS:

After a brief discussion, a **motion** was made to increase per diems to \$125.00 by Manager Voll, seconded by Manager Wensloff. Motion carried unanimously.

Administrator Halstensgard discussed the proposal by the City of Roseau to apply to the Greater Minnesota Regional Parks and Trails board for designation. The City of Roseau has requested the Watershed pass a resolution in support as a joint partner. A **motion** was made by Manager Braaten, seconded by Manager Wensloff to adopt the resolution with the recommended edits. Motion carried unanimously.

Attorney Moren discussed the need for the lot to be rezoned and that the planning commission has taken the necessary steps to complete the process. There is nothing that the District needs to do for the rezoning to move forward. Manager Wensloff stated that Mayor Fabian called him and stated how supportive the City is of this project moving forward and offered to have Todd Peterson attend the meeting if the District had any questions. Attorney Moren also discussed the purchase agreement received from JBC Commercial Real Estate and her recommendations. A **motion** was made by Manager Voll, seconded by Manager Wensloff, to accept the purchase agreement with the changes made by Attorney Moren. Motion carried unanimously. Attorney Moren contacted Anthony Lavoy with JBC to inform him of the decision of the Board.

OLD BUSINESS:

Administrator Halstensgard discussed the edits to the land sale resolution adopted by the Board at the December meeting. Roger Behrens, Department of Minnesota Management and Budget, had changes to the language as being presented to the Board. A **motion** was made by Manager Braaten, seconded by Manager Wensloff to adopt the resolution. Motion carried unanimously.

REPORTS:

RRWMB: Manager Braaten recapped the Legislative Open House held during the last meeting. It sounds like there will be support for project funding this year. There was good representation by State Senators and Representatives and the RRWMB's legislative agenda was well received by those in attendance.

WATERSHED SPECIALIST: Specialist McCormack provided the following update to the Board:

- Project monitoring update
- Oak Crest Coulee pond survey
- CPL grant for the Arpin ditch / road culverts and control structures. Manager Voll asked Specialist McCormack some questions concerning the plans for the culverts and the elevations of the structures.
- Request from US Fish & Wildlife to be the local partner on a monitoring project they're promoting to gather information greenhouse gas emissions in peatland/bog areas in northern Minnesota. Specialist McCormack will request more information.

ADMINISTRATOR: Administrator Halstensgard provided a written report as well as discussed the following items:

- A **motion** was made by Manager Voll, seconded by Manager Wensloff, to invest \$900,000.00 from the checking account into a 6 month CD at Citizens State Bank. Motion carried unanimously.
- Meeting with JBC Commercial Real Estate on January 12
- Scheduling the Joint meeting with the County. There were few replies to the Doodle Poll. Administrator Halstensgard will continue to try to schedule the meeting between the two boards.
- The 1W1P meeting that was scheduled for Jan. 13th as been cancel and will be rescheduled at a later date.
- Update on the 1W1P Open House & CAC meeting.

PROJECTS:

Establishment of WD #4: -- Petitioners have met with the engineer to discuss design cost saving measures. Staff will be meeting with the viewers to discuss the benefitted area. Manager Wensloff stated that he would like to see the CD #16 Improvement completed before establishing a new system that impacts the same group of landowners.

Manager Braaten recused himself for the following discussion.

Ditch 16 Update – The Board discussed the Change Order #1 request that addresses the cost increase of culverts. A **motion** to approve Change Order #1 was made by Manager Wensloff, seconded by Manager Voll. Motion carried unanimously. Attorney Moren discussed the petitioner's bond and the release of that bond. There was discussion on the ongoing appeal.

Manager Braaten rejoined the board.

Administrator Halstensgard read the resolution to close the meeting to discuss land acquisition (see attached). Mitch Magnusson asked if land purchased with state funding had to be put out for bids in order for the District to sell it. It was stated that the District had the ability to sell property and going through a bid process is not required. A **motion** was made by Manager Wensloff, seconded by Manager Braaten to adopt the resolution to close the meeting. Motion carried unanimously.

A **motion** was made by Manager Voll and seconded by Manager Wensloff to reopen the regular meeting. Motion carried unanimously.

After a **motion** by Manager Wensloff and second by Manager Braaten, the meeting was adjourned at 2:18 p.m.

Respectfully submitted,

LaVerne Voll, Secretary

Tracy Halstensgard, Administrator

January 2022 Bills & Receipts

Checkbook Balance as of December 27, 2021	\$1,367,292.60
Receipts:	
Roseau County -- share of taxes	\$ 80,045.05
Beltrami County -- share of taxes	\$ 110.39
Lake of the Woods County -- share of taxes	\$ 263.44
Marshall County -- share of taxes	\$ 2,343.92
Kittson County -- share of taxes	\$ 3,253.12
League of MN Cities -- dividend	\$ 259.00
Marshall County -- share of taxes	\$ 270.39
Red River Watershed Management Board -- Roseau Lake funding advance	\$ 480,000.00
SWCD -- Oak Crest Coulee Study cost share	\$ 1,787.50
Citizens State Bank -- interest 11-15-21	\$ 8.63
Total:	\$ 568,341.44
Bills:	
Tracy Halstensgard -- Salary and Insurance	\$5,622.59
Torin McCormack -- Salary and Insurance	\$5,690.59
Jason Braaten - Per diem & mileage	\$384.92
Carter Diesen -- Per diem & mileage	\$539.63
Tracy Halstensgard -- mileage	\$148.40
LaVerne Voll -- Per diem & mileage	\$409.49
Tony Wensloff -- Per diem & mileage	\$230.87
Tracy Bergstrom -- wages	\$167.65
Internal Revenue Service -- Withholding	\$3,792.92
Minnesota Department of Revenue -- Withholding	\$672.00
PERA -- Employer / Employee Contribution	\$1,775.09
Cardmember Services -- web service fees, meeting expenses, supplies	\$1,277.96
City Of Roseau -- utilities	\$196.37
Marco -- Copier agreement	\$166.15
Patrick Moren Law Office -- Legal Fees	\$2,462.50
Roseau Times Region -- Meeting Notices	\$386.90
Roseau Electric Co-op -- Int/phone --	\$158.60
Verizon Wireless -- Trimble	\$40.00
Wild 102 -- 1W1P meeting advertisement	\$90.00
Red River Watershed Management Board -- Share of taxes	\$14,785.29
Smith Partners -- CD #16 legal consultation	\$902.50
Red River Watershed Management Board -- Stream gage cost share	\$11,621.50
Roseau Electric Co-op -- CD #16 moving utilities	\$67,200.00
North Pine Services -- snow removal	\$713.93
Houston Engineering -- River Restoration and Oak Crest Coulee engineering	\$24,930.65
WSB -- Lost River project	\$1,001.00
Jon Schauer -- Accounting consultation	\$1,051.56
HDR -- Inv #1200391380 & Inv #1200391383	\$34,229.29
HDR -- Inv 1200391399, Inv #1200391390 & Inv #1200391393	\$30,675.74
HDR -- Inv #1200373421	\$1,377.44
Total:	\$212,701.53

February 2022 Treasurer's Report

Checkbook Balance as of January 24, 2022	\$288,056.35
Receipts:	
Lake of the Woods County -- share of taxes	\$ 73.84
Beltrami County -- share of taxes	\$ 316.25
Roseau County -- share of taxes	\$ 19,820.10
Citizens State Bank -- interest 12-20-21	\$ 30.84
Total:	\$ 20,241.03
Bills:	
Tracy Halstensgard -- Salary and Insurance	\$5,622.59
Torin McCormack -- Salary and Insurance	\$5,690.59
Internal Revenue Service -- Withholding	
Minnesota Department of Revenue -- Withholding	
PERA -- Employer / Employee Contribution	
Cardmember Services -- web service fees, meeting expenses, supplies	
City Of Roseau -- utilities	
Marco -- Copier agreement & service	204.9
Minnesota Energy -- Natural Gas	\$244.20
Patrick Moren Law Office -- Legal Fees	
Roseau Times Region -- Meeting Notices	
Roseau Electric Co-op -- Int/phone --	\$158.60
SuperOne - supplies	
Northern Resources Cooperative -- gas for work truck	
Verizon Wireless -- Trimble	\$40.01
Multi Office Products -- notary stamp	\$38.29
Red River Watershed Management Board -- Share of taxes	
Smith Partners -- CD #16 legal consultation	
Calder Well Drilling, Inc - CD 16 well sealing	\$925.00
North Pine Services -- snow removal	
Houston Engineering -- River Restoration through December 31	\$13,861.45
Houston Engineering -- Oakcrest Coulee through January 1	\$4,625.00
WSB -- Lost River project	\$130.00
Jon Schauer -- Accounting consultation	
Red River Basin Commission -- conference registration	
HDR -- 11-21-21 to 12-25-21 -- WD #4 Inv 1200399048	\$3,608.24
HDR -- 11-21-21 to 12-25-21-- Whitney Lake Site A - Inv #1200399044	\$3,252.06
HDR -- 11-21-21 to 12-25-21 -- Roseau Lake - Inv #1200399035	\$43,649.45
HDR -- 11-21-21 to 12-25-21 -- CD #16 - Inv #1200399041	\$5,102.29
Total:	\$87,152.67



President

Mary Texer (Region 3)
Capitol Region WD
metexer@gmail.com
651-224-2919 | Term 2023

Vice President

Linda Vavra (Region 1)
Bois de Sioux WD
lvavra@fedtel.net
320-760-1774 | Term 2023

Secretary

Ruth Schaefer (Region 2)
Middle Fork Crow River WD
ruths56288@gmail.com
320-212-5973 | Term 2022

Treasurer

Sherry Davis White (Region 3)
Minnehaha Creek WD
sherrywhite@mediacombb.net
952-215-6963 | Term 2022

Directors

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

Peter Fjestad (Region 1)
Buffalo Red River WD
pfjestad@prt.com
218-731-4630 | Term 2022

Wanda Holker (Region 2)
Upper Minnesota WD
ewholker@fedtel.net
320-760-6093 | Term 2024
Appointed until Dec 2022

Vacant (Region 2)
Term 2023

Appointment Pending
*If interested, please contact
your region representative or
the MAWD President.*

Jackie Anderson (Region 3)
Comfort Lake – Forest Lake WD
clflwdjapa@gmail.com
612-819-6906 | Term 2024

Executive Director

Emily Javens, PE
emily@mnwatershed.org
320-979-0084 (mobile)

Memorandum

DATE: January 20, 2022
TO: Watershed District Administrators
FROM: Emily Javens, Executive Director
CC: Treasurer Sherry Davis White
MAWD Accountant Angie Obremski
RE: **2022 MAWD ANNUAL MEMBERSHIP DUES**

As a non-profit organization that represents local governments that focus on water management on watershed boundaries, MAWD greatly appreciates your membership in our organization. Membership benefits include education and training opportunities at workshops, a summer tour, and an annual convention and trade show, as well as lobbying for funding and programs that enhance Minnesota's water resources. Regular communication keeps members informed about education, training, and lobbying efforts.

Please find attached the 2022 MAWD Membership Dues Spreadsheet that shows the amounts due from each watershed district (WD) or watershed management organization (WMO) to be members of MAWD this year. The dues formula remains the same as last year, but your dues amount may go up or down based on the updated estimated market values for your watershed. The current dues payment for WDs is equal to 0.5% of each WD's maximum general levy as defined in statute (before applying the \$250,000 levy limit), not to exceed \$7,500. Dues for WMOs will be \$500 for their first year of membership, 50% of full dues the second year, and full dues (using the same formula as WDs) the third year.

MAWD Board members are available to discuss membership with your watershed. If you are interested, please contact me or one of your regional representatives to schedule a conversation with them.

2022 WD Dues = 2020 Estimated Market Values x 0.00048 x 0.005, not to exceed \$7,500
2022 WMO Dues = \$500 (1st year), 50% WD dues (2nd year), 100% WD Dues (3rd year)

Please submit payment by March 15, 2022 to:

**MN Association of Watershed Districts
c/o Obremski Ltd.
1005 Mainstreet
Hopkins, MN 55343**

**PLEASE NOTE THIS IS NOT THE MAWD OFFICE.
PLEASE SEND TO MAWD'S ACCOUNTANT DIRECTLY.**

Please contact me if you have any questions at (320) 979-0084 or emily@mnwatershed.org.

Enclosures: 2022 MAWD Membership Dues Spreadsheet
BWSR Memo dated June 28, 2021 re: 2021 Estimated Market Values
MAWD Member Benefits
2021 MAWD Strategic Plan Progress Summary

2022 MAWD Membership Dues

WATERSHED DISTRICT NAME	Estimated Market Values	2022 MAWD Dues
BEAR VALLEY	224,975,300	540
BELLE CREEK	424,118,500	1,018
BOIS DE SIOUX	4,606,146,500	7,500
BROWN'S CREEK	2,137,451,400	5,130
BUFFALO CREEK	2,444,687,900	5,867
BUFFALO-RED RIVER	9,317,905,900	7,500
CAPITOL REGION	25,899,519,900	7,500
CARNELIAN MARINE ST. CROIX	1,925,444,400	4,621
CEDAR RIVER	3,168,693,200	7,500
CLEARWATER RIVER	1,813,016,700	4,351
COMFORT LAKE - FOREST LAKE	2,294,312,700	5,506
COON CREEK	18,333,796,600	7,500
CORMORANT LAKES	631,570,700	1,516
CROOKED CREEK	406,323,000	975
HERON LAKE	2,495,004,200	5,988
HIGH ISLAND	1,210,914,200	2,906
JOE RIVER	234,768,400	563
KANARANZI-LITTLE ROCK	1,770,101,400	4,248
LAC QUI PARLE-YELLOW BANK	2,817,445,000	6,762
LOWER MINNESOTA RIVER	11,890,535,300	7,500
MIDDLE FORK CROW RIVER	1,918,921,400	4,605
MIDDLE SNAKE TAMARAC RIVERS	2,704,993,000	6,492
MINNEHAHA CREEK	60,337,920,800	7,500
NINE MILE CREEK	22,871,435,900	7,500
NORTH FORK CROW RIVER	1,547,178,500	3,713
OKABENA-OCHEDA	1,009,825,800	2,424
PELICAN RIVER	2,435,242,600	5,845
PRIOR LAKE-SPRING LAKE	4,777,961,100	7,500
RAMSEY-WASHINGTON METRO	19,159,680,800	7,500
RED LAKE	8,576,861,300	7,500
RICE CREEK	26,212,348,400	7,500
RILEY-PURGATORY-BLUFF CREEK	16,210,441,400	7,500
ROSEAU RIVER	810,243,400	1,945
SAND HILL RIVER	1,211,427,700	2,907
SAUK RIVER	9,506,470,000	7,500
SHELL ROCK RIVER	2,173,136,300	5,216
SOUTH WASHINGTON	14,692,742,500	7,500
STOCKTON-ROLLINGSTONE WS	549,673,300	1,319
TURTLE CREEK	1,295,615,600	3,109
TWO RIVERS	1,577,158,000	3,785
UPPER MINNESOTA RIVER	1,425,780,300	3,422
VALLEY BRANCH	5,445,217,600	7,500
WARROAD	428,011,100	1,027
WILD RICE	3,876,943,600	7,500
YELLOW MEDICINE RIVER	2,477,437,300	5,946
TOTALS	307,279,398,900	229,247

Notes:

Dues Calculation = Estimated Market Values x 0.00048 x 0.005, capped at \$7,500

Source of 2021 Estimated Market Values: See included BWSR Memorandum, June 28, 2021

Memo

Date: June 28, 2021

To: Watershed District Administrators and Managers

From: Annie Felix-Gerth, Water Programs Coordinator

Cc: Emily Javens, MAWD

Rob Sip, RRWMB

BWSR: John Jaschke, Angie Becker Kudelka, Kevin Bigalke, Dave Weirens, Jeremy Olson,
Regional Operations Staff

RE: 2021 Estimated Market Values

Please find attached a table containing the recently released total estimate market values (EMV) for 2021 from the Minnesota Department of Revenue. The 2020 abstract of tax lists was used as the basis for calculating the table.

In order to determine the annual maximum General Fund levy for a watershed district, the EMV listed in the table must be multiplied by 0.048 percent (0.00048) and then compared to the maximum General Fund levy limit of \$250,000. Use whichever value is less. See Minn. Stat. § 103D.905, Subd. 3 for reference.

Please contact me if you have any questions,

Annie Felix-Gerth

Annie.Felix-gerth@state.mn.us | 651-238-0677

Attachment: Taxes Payable 2021 Estimated Market Values for Watershed Districts in Minnesota

TAXES PAYABLE 2021**ESTIMATED & TAXABLE MARKET VALUES FOR WATERSHEDS IN MINNESOTA**

Watershed Name	Total EMV (\$)	Watershed Code
Bear Valley Watershed District	224,975,300	001
Belle Creek Watershed District	424,118,500	003
Bois De Sioux Watershed District	4,606,146,500	031
Browns Creek Watershed District	2,137,451,400	069
Buffalo Creek Watershed District	2,444,687,900	005
Buffalo-Red River Watershed District	9,317,905,900	007
Capitol Region Watershed District	25,899,519,900	070
Carnelian-Marine-St. Croix Watershed District	1,925,444,400	010
Cedar River Watershed District	3,168,693,200	002
Clearwater River Watershed District	1,813,016,700	009
Comfort Lake-Forest Lake Watershed District	2,294,312,700	071
Coon Creek Watershed District	18,333,796,600	013
Cormorant Lakes Watershed District	631,570,700	015
Crooked Creek Watershed District	406,323,000	016
Heron Lake Watershed District	2,495,004,200	024
High Island Watershed District	1,210,914,200	018
Joe River Watershed District	234,768,400	020
Kanaranzi-Little Rock Watershed District	1,770,101,400	021
Lac qui Parle-Yellow Bank Watershed District	2,817,445,000	022
Lower Minnesota River Watershed District	11,890,535,300	060
Middle Fork-Crow River Watershed District	1,918,921,400	074
Middle-Snake-Tamarac Rivers Watershed District	2,704,993,000	026
Minnehaha Creek Watershed District	60,337,920,800	062
Nine Mile Creek Watershed District	22,871,435,900	058
North Fork Crow River Watershed District	1,547,178,500	008
Okabena-Ocheda Watershed District	1,009,825,800	028
Pelican River Watershed District	2,435,242,600	030
Prior Lake-Spring Lake Watershed District	4,777,961,100	032
Ramsey-Washington Metropolitan Watershed District	19,159,680,800	034
Red Lake Watershed District	8,576,861,300	036
Rice Creek Watershed District	26,212,348,400	038
Riley-Purgatory-Bluff Creek Watershed District	16,210,441,400	064
Roseau River Watershed District	810,243,400	040
Sand Hill Watershed District	1,211,427,700	042
Sauk River Watershed District	9,506,470,000	043
Shell Rock River Watershed District	2,173,136,300	073
South Washington Watershed District	14,692,742,500	014
Stockton-Rollingstone-Minnesota City Watershed District	549,673,300	044
The Two Rivers Watershed District	1,577,158,000	050
Turtle Creek Watershed District	1,295,615,600	048
Upper Minnesota River Watershed District	1,425,780,300	052
Valley Branch Watershed District	5,445,217,600	054
Warroad Watershed District	428,011,100	056
Wild Rice Watershed District	3,876,943,600	066
Yellow Medicine River Watershed District	2,477,437,300	068

SOURCE: Mn Dept. of Revenue 2021 PRISM SUBMISSION #3 - FINAL ASSESSMENT AND TAXATION

MEMBER SERVICES

MN Association of Watershed Districts, Inc. 595 Aldine St., St. Paul MN 55104
(651) 440-9407 | www.mnwatershed.org | @mnwd46 | facebook.com/mnwd46



What is the Minnesota Association of Watershed Districts (MAWD)?

Land and Water Shall be Preserved

The Minnesota Association of Watershed Districts, Inc. (MAWD) is a 501(c)(4) non-profit and membership-based organization serving local governments that manage water on watershed boundaries rather than political boundaries such as those of cities and counties. Members benefit from having an organization that provides **a unified voice for watershed management** and works diligently to maximize the availability of tools and resources to allow members to most effectively and efficiently meet their watershed management goals. Areas of service include providing lobbying and advocacy services, education and training opportunities, and direct support to members.

Lobbying and Advocacy



MAWD lobbies for funding and programs that enhance the restoration and protection of Minnesota's water resources. Members drive the organization's policy issues through an annual resolutions process and the MAWD Board of Directors sets each year's priorities. Although legislative solutions are often needed to maximize resources, sometimes MAWD will find the best solutions by working directly with state agencies and other non-profits such as wildlife groups, lake associations, environmental groups, and farm organizations.

Education and Training



Every year, MAWD provides members with opportunities to learn from other members, as well as industry experts, at a variety of workshops, a summer tour, and an annual convention and trade show. Training topics typically include the following: watershed planning, permitting, flood control, education and outreach programs, innovative technologies, effective administration, public relations, data collection and assessment, aquatic invasive species, urban and rural best management practices, governance, and leadership.

Member Support



MAWD maintains regular communication with its members to ensure they are kept informed on 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. Formats used to distribute information include newsletters, social media (Facebook and Twitter), email updates and alerts, fact sheets, press releases, and the organization's website: www.mnwatershed.org. Check us out today!



2021 MAWD Summary Progress Report

Strategic Plan Goals (2020-2022)

Based on input from the MAWD membership via a membership survey taken in December 2018, goals need to focus in three areas: (1) Education and Training, (2) Communication and Collaboration, and (3) Lobbying and Advocacy. MAWD resources are invested in these focus areas.

Education and Training

Activities in this area address the education and training needs of board managers, administrators, and staff. MAWD will partner with such agencies and organizations as the Board of Water and Soil Resources (BWSR), Soil and Water Conservation Districts, and the University of Minnesota to offer timely and affordable educational opportunities.

- ONGOING** Continue to provide educational and training opportunities at MAWD events.
- ONGOING** Continue to partner with other agencies and organizations to offer timely and affordable educational opportunities.
- ONGOING** NEW - Expand training to MAWD members to engage with their elected local, state, and federal officials.
- ONGOING** NEW - Identify and advertise online/eLearning courses and training opportunities.

Communication and Collaboration

Activities in this area focus on keeping MAWD membership informed of developments with water issues and collaboration between MAWD and other agencies and groups.

- ONGOING** Continue to expand MAWD's social media presence to increase visibility and impact.
- ONGOING** Continue to improve communications to MAWD members regarding MAWD's legislative efforts and general advocacy. This is done prior to, during, and after the legislative session.
- ONGOING** Continue weekly video and written updates during the legislative session and periodically off session.
- ONGOING** NEW - Post official MAWD documents in such a way as to increase accessibility by MAWD members.
- ONGOING** NEW - Post reports from individuals representing MAWD on various state boards on the MAWD website after each meeting including, but not limited to the (1) BWSR Board, (2) Clean Water Council, (3) Local Government Water Roundtable, and (4) Drainage Work Group.
- STARTED** NEW - Establish regional chapters in Regions I and II to promote more local information sharing and education.
- STARTED** NEW - Develop brochures and handouts in the following areas:
 - ONGOING** Annual Legislative Agenda
 - TO DO** Benefits of Watershed Management
 - TO DO** How to Form a Watershed District
- TO DO** NEW - Expand MAWD's presence in the press with the goal of educating the public about water organizations and their activities.
- TO DO** NEW - Post the Watershed Handbook online in a more searchable format that is easier to update and reference.
- TO DO** NEW - Publish quarterly financial reports to promote financial transparency between MAWD and its membership.

Lobbying and Advocacy

Activities in this area focus on lobbying on issues the membership identifies in their legislative agenda and advocating for MAWD and water organizations. These activities take place year-round and not just during the legislative session.

- ONGOING** Continue work to establish MAWD as a leadership organization – the experts regarding water management.
- ONGOING** Continue to improve and increase the effectiveness of the MAWD legislative agenda preparation and lobbying activities.
- ONGOING** Continue to actively collaborate with state agencies and other organizations as appropriate on legislative issues.
- ONGOING** Continue to actively support watershed management and the formation of new watershed organizations.
- ONGOING** NEW - Implement MAWD's Sunset Policy for resolutions.
- ONGOING** NEW - Ensure that legislative positions are in alignment with the MAWD mission, vision, and core values.
- TO DO** NEW - Develop state and federal policy statements that reflect MAWD's legislative positions and post online.

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its commissioner of the Department of Natural Resources ("State") and the Roseau River Watershed District ("Governmental Unit").

Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of survey, preliminary engineering design, and project planning services to construct a rock arch rapids fish way on the Roseau River.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** March 1, 2022, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** August 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

Governmental Unit Responsibilities:

- With oversight from State staff, the watershed district's registered engineer will complete survey, preliminary engineering, design work, cost estimate, and plan set for a rock arch rapids at the site of the former Roseau Dam, north of State Hwy. 11, on the Roseau River in Roseau, Roseau County.
- Obtains approval of completed design and plans from DNR prior to moving ahead with grant applications or construction.

State Responsibilities:

- Review and approve design plans.

Payment

The State will promptly pay the Governmental Unit for costs associated with responsibilities outlined in the Agreement between the Parties listed in section 2 after the Governmental Unit presents an itemized invoice for actual work performed on the project and the State's Authorized Representative accepts the invoiced work.

The total obligation of the State under this agreement will not exceed \$10,000.00.

4 Authorized Representatives

The State's Authorized Representative is Phil Talmage, MNDNR State Area Fisheries Supervisor, 204 Main Street East, Baudette, MN 56623, 218-395-6032, phil.talmage@state.mn.us, or his/her successor.

The Governmental Unit's Authorized Representative is Tracy Halstensgard, Roseau River Watershed District Administrator, 714 6th St. Southwest, Roseau, MN 56751, 218-242-1737, tracyh@roseauriverwd.com

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the

Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

7 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices

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

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

9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

10 Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

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

11 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12 Invasive Species Requirements

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species when working on or entering into land under the control of the State, or during State-funded work. All parties involved in the project shall prevent invasive species from entering into or spreading within a project site by cleaning equipment vehicles, gear, and/or clothing prior to arriving at the project site and after completion of the project.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by operator- furnished tools or equipment (brush/broom, compressed air or pressure washer) at the staging area. The operator shall dispose of material cleaned from equipment and clothing at a location determined by the State Wildlife Area Manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The operator shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (e.g., zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

13 Pollinator Habitat Enhancement

Habitat restorations and enhancements conducted on State lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found on the State's website under [MN Pollinator Resources](#).

Signature page for: Joint Powers Agreement between Minnesota Department of Natural Resources and Governmental Unit.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Contract No. _____

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

Distribution:

Agency

Governmental Unit

State's Authorized Representative - Photo Copy

**FY 2022 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
CLEAN WATER FUND COMPETITIVE GRANTS PROGRAM
GRANT AGREEMENT**

Vendor:	0000195939
PO#:	3000014359

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Roseau River WD, 714 6th Street SW Roseau Minnesota 56751** (Grantee).

This grant is for the following Grant Programs:

C22-3526	Roseau River Water Quality project	\$160,010
Total Grant Awarded: \$160,010		

Recitals

1. The Laws of Minnesota 2019, 1st Special Session, Chapter 2, Article 2, Sec. 7(b), appropriated Clean Water Funds (CWF) to the Board for the FY22 Clean Water Fund Projects & Practices Grants.
2. The Laws of Minnesota 2021, 1st Special Session, Chapter 1, Article 2, Sec. 6(b) & (j), appropriated Clean Water Funds (CWF) to the Board for the FY22 Clean Water Fund Projects & Practices Grants.
3. The Board adopted the FY22 Clean Water Fund Competitive Grant Policy and authorized the FY22 Clean Water Fund Competitive Grants Program through Board Order #21-16.
4. The Board adopted Board Order #21-54 to allocate funds for the FY22 Clean Water Fund Competitive Grants Program.
5. The Grantee has submitted a Board approved work plan for this Program, which is incorporated into this Grant Agreement by reference.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
7. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

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

The Grantee's Authorized Representative is:

**Administrator
714 6th Street SW
Roseau, MN 56751
218-463-0313**

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

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** **December 31, 2024**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

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

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
- 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
- 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
- 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2025 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

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

4. **Terms of Payment.**

- 4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by the Board. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by the Board.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant includes an advance payment of 50% of the grant's total amount. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board approved work plan for this Program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY21 Clean Water Fund Competitive Grant Policy, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) establishes the Board's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver**

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

- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

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

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

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

10. **Workers' Compensation.**

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

11. **Publicity and Endorsement.**

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

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

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

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

13. **Termination.**

- 13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 13.3. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of

Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

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

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

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

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

Approved:

Roseau River WD

Board of Water and Soil Resources

By: _____
(print)

(signature)

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

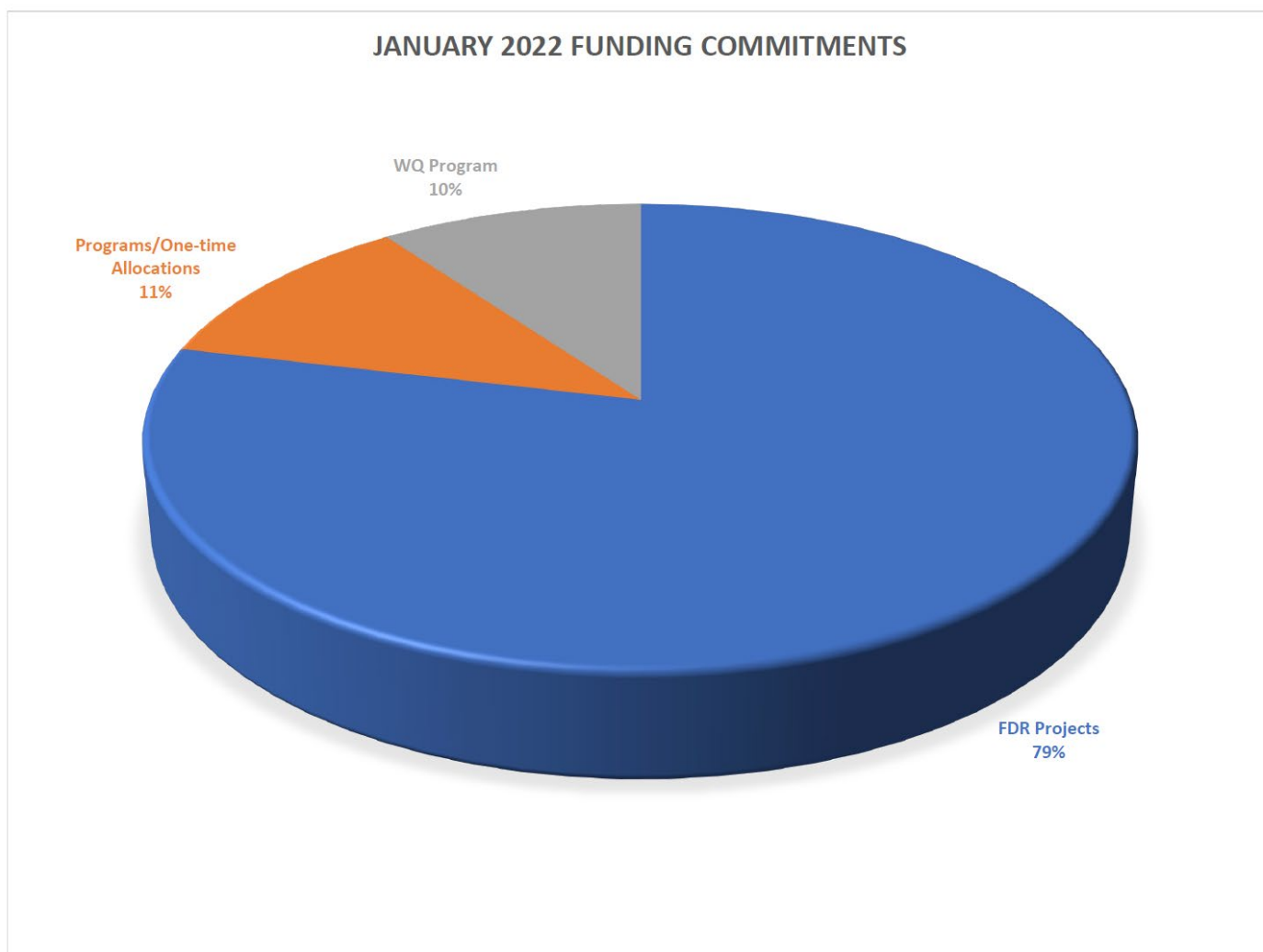


Meeting Highlights – January 11, 2022

1. Funding Commitments: Information was presented regarding current funding commitments of the Red River Watershed Management Board (RRWMB) for Flood Damage Reduction (FDR) and water quality projects that are in various phases along with annually funded programs and one-time allocations. Current commitments include the following:

• FDR Projects:	\$19,687,075.80
• Water Quality Program:	
○ Base Funding	\$ 365,926.27
○ Competitive Funding	\$ 2,126,316.53
• Annually Funded Programs/One-time Allocations:	\$ 2,823,751.87
<u>TOTAL Remaining Funding Commitments:</u>	<u>\$25,003,070.47</u>

Below is an illustration of current RRWMB funding commitments as of January 2022. Annual operating expenses are not included in funding commitments.



2. 2021 End of Year Financial Report: Detailed information was provided to the Managers about how the 2021 approved Operating and Project Budget compared to actual 2021 expenses. The RRWMB 2021 Operating and Project Budget was approved at \$7,921,204.85, with actual expenditures being \$6,523,000.48. Below is information illustrating reductions or increases that occurred in the 2021 Budget categories below:

Item	2021 Approved Budget	2021 Actual Expenditures	Difference	Percent Change
Project Funding ¹	\$ 6,175,956.85	\$4,369,915.13	\$1,806,042.72	-29.24%
Program Funding ²	\$ 607,000.00	\$1,305,772.74	\$ 698,772.74	+115.10%
Mediation Expense ³	\$ 279,000.00	\$ 208,677.62	\$ 70,322.38	-25.20%
Professional Services	\$ 193,000.00	\$ 194,613.96	\$ 1,613.96	+0.836%
Manager Expense ⁴	\$ 68,550.00	\$ 54,372.33	\$ 14,177.67	-20.70%
Office Operations ⁵	\$ 88,300.00	\$ 50,043.25	\$ 38,256.75	-43.30%
Coordinating Services	\$ 45,000.00	\$ 43,000.00	\$ 2,000.00	-4.44%
Public Relations	\$ 11,000.00	\$ 10,135.94	\$ 864.06	-7.86%
Payroll Taxes	\$ 19,500.00	\$ 18,082.93	\$ 1,417.07	-7.27%
Executive Payroll and Benefits ⁶	\$ 227,098.00	\$ 242,801.65	\$ 15,703.65	+6.91%
Employee Expenses ⁷	\$ 19,800.00	\$ 3,184.15	\$ 16,615.85	-84%
Technical Expense ⁸	\$ 187,000.00	\$ 22,400.78	\$ 164,599.22	-88%
TOTALS:	\$ 7,921,204.85	\$6,523,000.48	\$ 1,398,204.37	-17.65%

¹Funds were disbursed to only four Flood Damage Reduction projects in 2021 based on timing of when reimbursements were requested from member watershed districts.

²The increase is a result of funds being requested through the Water Quality Program, with several Base Funding and Competitive projects being funded.

³Mediation expenses decreased due to limited monitoring activity, fewer Technical and Scientific Advisory Committee meetings, and conference expenses were not incurred.

⁴Due to the Pandemic, Manager travel was limited, with several meetings being virtual.

⁵The decrease results from no conference expenses being incurred and no intern was hired. Office furniture, equipment, and computer for an intern were not purchased.

⁶Employees were paid for the final pay period of 2020 in January 2021 due to timing.

⁷Expenses were limited due to infrequent travel due to the pandemic.

⁸Technical expense was limited because of timing related to when the Red River Basin Feasibility Study commenced and when invoices were submitted by consultants.

3. Red River Basin Commission (RRBC) Annual Funding: The RRWMB Managers approved a regular annual allocation of \$85,000 to the RRBC for basin-wide coordination efforts related to communication and outreach, Long-term Flood Solutions, Red River Basin Feasibility Study, and other initiatives of the RRBC.

4. Elections and Annual Reorganization: The RRWMB Managers held elections with all officers being re-elected to their current positions. Officers for 2022 are:

- | | |
|--|----------------|
| • John Finney, Joe River Watershed District | President |
| • Greg Holmvik, Wild Rice Watershed District | Vice-president |
| • LeRoy Ose, Red Lake Watershed District | Secretary |
| • Jason Braaten, Roseau River Watershed District | Treasurer |

Several resolutions were also passed as part of annual reorganization related to regular meeting date and time, regular meeting location, legal counsel, per diem and mileage rate, invest/deposit of funds, annual audit, and authorization of the Technical Advisory Committee. RRWMB meetings in 2022 will continue to be held on the third Tuesday of the Month at 10:00 a.m. unless otherwise noted.

5. Annual Operational Plan (AOP): The AOP approved in 2021 was reviewed and minor edits were approved by the RRWMB Managers. The purpose of the AOP is to:

- **Provide Operational Continuity:** In times of uncertainty such as pandemic, long-term staff illness, board transition, consultant changes, restructuring/reorganization, and other changes to the RRWMB, this AOP is a guide for RRWMB Managers to ensure that the regular business of the RRWMB is completed.
- **Illustrate Regular Work Activities:** The AOP provides information to the RRWMB Managers about the level, type, and amount of work that is being completed or addressed by staff and/or consultants. The AOP may also inform the RRWMB Managers as they review staffing levels.
- **Guide Staff:** The AOP is also a guide to RRWMB staff to ensure that critical and regular issues and activities are addressed weekly, monthly, quarterly, and yearly.

6. Next Meeting: The RRWMB will hold its next meeting on Tuesday, February 15, 2022 at 10:00 a.m. at the RRWMB office – 11Fifth Avenue East, Ada, Minnesota, 56510.

February 2022 Board Meeting, Specialist Update

Roseau Lake Rehabilitation Project

- I have been working with DNR staff and HDR on finalized wetland impacts and mitigation proposal.
- Ongoing discussion and coordination with landowners on alignments and ROW.
- Will be conducting a pre -TEP meeting with regulators regarding the mitigation proposal for Sprague Creek.
- Met with local trails group regarding trail options through or around the SNA.

Roseau Golf Course

- Sediment pond depth recording and sediment sampling were collected from the golf course ponds.

Lost River Stat Forest Peatland Restoration/Arpin Project

- Consolidating field notes for vegetation tables. Gathering local and historical information to be included in the final report.

SD 51

- Conducted survey of the river to determine need for tree removal this winter
- Based on the conditions of the ice and the limited number of trees needing to be addressed, there is little utility in hiring a crew for woody debris work this winter. I discussed this matter with the land use committee and it was agreed tree removal was not necessary at this time.

USFWS/TNC Green House Gas Study

- I spoke with the TNC staff who is heading up the greenhouse gas modeling. At this time they would likely not require equipment in our area due to the staff requirements.
- The TNC/USFWS staff would like to use some of our data and observations from the Arpin/Lost River Study to improve their sampling strategies on sites they can invest equipment and personnel.

City of Roseau / Roseau Dam Site

- Tracy and I had a meeting with DNR, HEI and Todd Peterson regarding the former Roseau Dam and Rock Wier site. The condition of the site has deteriorated and the latest river science has shown there are needs for additional rock and maintenance to aid in fish passage, public use and safety.
- Tracy can provide additional information on what was proposed by MNDNR in regards to the districts participation in a future retrofit.

Permits

***-** Denotes Permits received approval from 2 brd members

****** Denotes Permits typical of new field crossing or access

NO PERMITS RECEIVED

ADMINISTRATIVE UPDATE

February 2, 2022

BWSR Training: Just a reminder that a training session for managers has been scheduled for February 4th in Warren from 9:00 am to noon. The notice and agenda are included in the packet. This is a great opportunity for not only getting information, but getting to know some other managers from NW Minn.

CD 16 Improvement: Jake has a change order to present to the board.

WD #4: As you know, we were awarded the CWF grant for the SWIs. Included in the packet is the grant agreement. The board will need to approve the agreement and authorize me to be the authorized representative and sign the contract. The grant is for \$160,010.00 with 25% matching funds.

Torin and I met with the Viewers at HDR's office to discuss the need to include the land being protected by the new system into their report. Engineer Nelson is drafting content to be added to the Detailed Survey Report to provide the basis for this recommendation. I've also reached out to Chuck Holtman for advice on how to proceed. I will have his reply available at the meeting.

Engineer Nelson and I have had a conversation about holding an informational meeting for landowners. We are tentatively planning to hold the meeting at 9:30 am February 9th. The purpose of the meeting will be to provide information to landowners and get their feedback on the proposed ditch.

Roseau Lake: Randy and I are meeting with the County Engineer February 3rd to make sure he is aware & up to speed with the project and the role the County has as we move forward.

I've included an updated project map with the packet.

The following are items that the board will be updated on at the meeting:

- Steering committee meetings and weekly design coordination meetings with DNR
- Land acquisition
- Development of final designs and project features
- Plans and specs
- Phase 1 bid package (Pine Creek and River Restoration)
- Permitting and mitigation plans

Roseau Dam: We were contacted by Nick Kludt, MN DNR, to see if there was interest in repairing/reconstructing the dam in conjunction with the City's project to construct a pedestrian bridge at that location. The dam is currently failing and is considered inadequate for fish passage. This initial proposal would be to do the work required to put a grant application together. This initial portion would be completely funded by the RRWD. Houston Engineering is doing the bridge design for the City and will be submitting a scope of work. HDR is also interested and has submitted a proposal. The goal is to plan the repair work in conjunction with the bridge project to minimize costs (hopefully) and disturbance. A draft Joint Powers Agreement (JPA) is included in the packet.

MAWD Dues: I've included the MAWD dues information in the packet. Our dues are \$1,945 for this year.

Lins / Duxby culvert: I've reached out to the County for an update on the report they had discussed having done, and this was Daryle Dahl's response, "There has not been a decision made by the board to move forward with anything at this time. Mainly due to the cost of the hydraulics to size the culvert correctly with having a large trap on it. The Highway Department will be discussing this with the Board at our highway meeting on the 8th of February. If you have any questions or would like to discuss this feel free to get in touch with me."

The board can discuss this site at the meeting.

Building maintenance: The fan in the lobby restroom quit working properly so we had Ron Thrasher fix it. I have not received a bill for this work, but ask for the Boards authorization to pay it once it was received.

We also are experiencing heat loss from the doors, especially the overhead door. I asked J&L Construction for an estimate to replace weatherstripping & fix the overhead, replace the north and west walk in doors with more energy efficient models and storm doors. The estimate is in the packet.

Misc:

- There is a Flood Damage Reduction Work Group meeting scheduled for February 16th. This will be a virtual meeting on Teams.
- Jon Schauer was here and completed the 2021 W-2's, 1099's and getting our accounts ready for the 2021 audit. I've scheduled the audit with Kelsie from Brady-Martz.
- I've made adjustments to our 2022 charge rates as recommended by BWSR using their formula. The charge rate for Torin and I for 2022 is \$79.96 / hour. The 2022 IRS mileage rate is \$0.585 / mile.
- Reporting requirements completed:
 - End of the year financial
 - River Restoration – LSOHC grant status update
 - BWSR CWF grant annual reports
 - Buffer reporting

J&L Construction & Distributing Inc.

MN Building Contractor License # BC226101

26896 County Road 10
Badger, MN 56714

Marlin Lindland Cody Lindland
(218) 528-3704
e-mail: windows@wiktel.com

Date: 1-25-22

RRWD

PROPOSAL

Front and rear doors. Wood jambs that should be painted---

\$495 each-----\$990

Front and rear screen away storm doors---

\$360 each-----\$720

Pushbutton locks for each door---

\$229 each-----\$458

Seals and miscellaneous parts for rear overhead---

\$200-----\$200

Labor for all of it---\$1000

If we cannot reuse trim the price of it will be extra

Note—a new overhead like the one that's there is pushing \$4000

This Proposal valid for 30 days.

Any changes, deletions or additions to this proposal may change this original proposal amount.

Acceptance of this Proposal requires acceptance signature.

Signature _____

Date _____

J&L Construction and Distributing Inc.
By: Marlin Lindland

Date _____

WD Manager Orientation



What: NW MN Watershed District Managers Orientation/Refresher Training Opportunity

For Whom: New or “Experienced” WD Board Managers

Hosted By: Brett Arne, Matt Fischer & Pete Waller, BWSR BCs

When & Where: Two different locations in February.

- **Friday, February 4, 2022 – Warren**
 - 9:00 am – 12:00 pm
Marshall County Courthouse
Room 1 (Basement)
208 E Colvin Avenue
Warren, MN 56762
- **Friday, February 11, 2022 – Barnesville**
 - 9:00 am – 12:00 pm
Buffalo-Red River Watershed District Office
1303 4th Ave NE
Barnesville, MN 56514

What will be discussed?

- Watershed District Law (103D)
- Drainage Law (103E)
- Water Management & Conservation Universe
- Flood Damage Reduction Mediation Agreement
- Board/Staff Relationships
- Open Meeting Law/Data Practices
- Resources – WD Handbook

Do you want to attend?

Please RSVP to Brett, Matt, or Pete with location preference and to ensure we have enough refreshments

Brett Arne

- brett.arne@state.mn.us Ph: 218-846-8424

Matt Fischer

- matt.fischer@state.mn.us Ph: 218-755-2683

Pete Waller

- pete.waller@state.mn.us Ph: 218-846-8422

RESOLUTION CLOSING BOARD MEETING

WHEREAS, the Minnesota Open Meeting Law, Minn. Stat. § 13D.05, subd. 3(c) (3) states that:

“A public body may close a meeting:

To develop or consider offers or counteroffers for the purchase or sale of real or personal property.

Before holding a closed meeting under this paragraph, the public body must identify on the record the particular real or personal property that is the subject of the closed meeting. The proceedings of a meeting closed under this paragraph must be tape recorded at the expense of the public body. The recording must be preserved for eight years after the date of the meeting and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the governing body has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of members and all other persons present at the closed meeting must be made available to the public after the closed meeting. If an action is brought claiming that public business other than discussions allowed under this paragraph was transacted at a closed meeting held under this paragraph during the time when the tape is not available to the public, Section 13D.03, subdivision 3, applies.

An agreement reached that is based on an offer considered at a closed meeting is contingent on approval of the public body at an open meeting. The actual purchase or sale must be approved at an open meeting after the notice period required by statute or the governing body’s internal procedures, and the purchase price or sale price is public data.”

WHEREAS, the Roseau River Watershed District will be developing or considering offers or counteroffers for the purchase of the following described real property:

Roseau Lake - Lands under consideration include portions of Sections 12-14, 23, 24, and 26, Dieter Township (T163N, R41W), Roseau County and Sections 7, 21-22, and 28-30, Unorganized Township (T163N, R40W), Roseau County (see attached map), and;

WHEREAS, the Roseau River Watershed District will be developing or considering offers or counteroffers for the sale of the following described real property:

SE1/4 SE1/4 of Sect. 33 Unorganized Township (T163N, R40W).

On _____, _____, during the regular board meeting commencing at 12:00 p.m., at the Roseau River Watershed District Board office located at 714 6th Street SW, Roseau, Minnesota, 56751; and

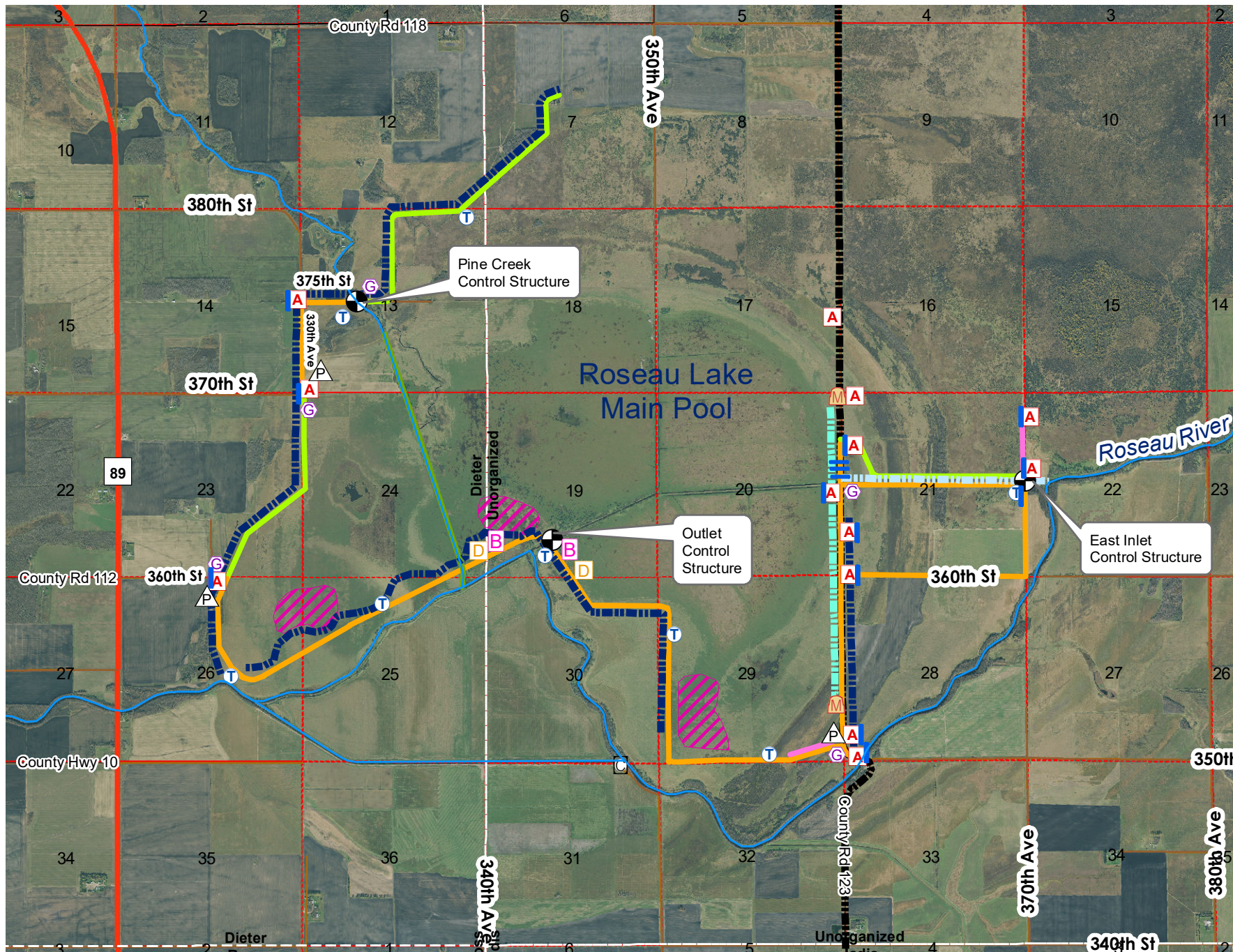
BE IT RESOLVED by the Roseau River Watershed District Board as follows:

1. The Roseau River Watershed District Board hereby closes this meeting pursuant to Minn. Stat. § 13D.05, subd. 3(c)(3) to develop or consider offers or counteroffers for purchase of the above described real property;
2. That any agreement reached based upon an offer considered at this meeting shall be contingent upon approval of the Roseau River Watershed District Board at an open meeting and the actual purchase or sale must be approved at an open meeting after the notice period required by statute or the Roseau River Watershed District Board's internal procedures and the purchase price or sale price as public data.

Dated this _____ day of _____, 2022.

Chairman

Secretary



- Waterway
- Culverts
- Viewing Mound, Boat Ramp, and Parking Area
- Cutoff Plug
- Turnaround
- Gated Access
- Duck Banding Area
- Parking Area
- Boat Ramp
- Approach
- Gated Structure
- Ditch
- East Inlet Ditch
- Navigation Channel
- Pine Creek Restoration
- Inlet Weir
- Grass Top Embankment
- Gravel Top Embankment
- Borrow Area
- CR 123 Road Raise
- Township
- Township Roads
- Major Roads
- County Roads
- Sections



ALTERNATIVE 1 PROJECT FEATURES JANUARY 20, 2022



ROSEAU LAKE REHABILITATION PROJECT