

Black Dog Watershed Management Commission

AGENDA

Wednesday, February 19, 2025

5:00 P.M.

COMMISSIONERS:

Curt Enestvedt, Chair

Mike Hughes, Vice Chair

Scott Thureen, Secretary/Treasurer

Rollie Greeno

Greg Helms, Alternate

Paul Below, Alternate

- I. Approval of Agenda
- II. Approval of Minutes – January 15, 2025
- III. Approval of Accounts Payable
- IV. Review Budget Performance Reports
- V. Approval of 2025 Joint Powers Agreement with Dakota County SWCD
- VI. Approve Engagement Letter with LB Carlson for Financial Audit
- VII. Dakota County SWCD Presentation on Past Collaboration with the Black Dog WMO
- VIII. Miscellaneous
- IX. Adjournment

The City of Burnsville and Black Dog Watershed Management Organization do not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in the admission or access to, or treatment or employment in, its programs, activities, or services.

To obtain this information in alternative forms such as braille, large print, audiotape or qualified readers, please contact the City of Burnsville. Telephone (952) 895-4400, TDD (952) 895-4567.

Agenda Background February 19, 2025

I. Approval of Agenda

Agenda enclosed.

Action Requested: A motion be considered to approve the Agenda.

II. Approval of Minutes from the January 15, 2025, Meeting

Minutes enclosed.

Action Requested: A motion be considered to approve the Minutes of the January 15, 2025, meeting.

III. Approval of Accounts Payable

Accounts payable list enclosed.

Action Requested: A motion be considered to approve the accounts payable list as submitted by staff.

IV. Review of Budget Performance Reports

Current Budget Performance Reports enclosed.

Action Requested: No formal action required

V. Approval of 2025 Joint Powers Agreement with Dakota County SWCD

The Joint Powers Agreement with the SWCD was sent to the Black Dog WMO attorney for review prior to the meeting. The 2025 SWCD work plan and budget were previously approved by the commission.

Action requested: Approve a joint powers agreement with the Dakota County SWCD for 2025

VI. Approval of Engagement Letter with LB Carlson for Financial Audit

Enclosed in the packet is the engagement letter from the auditors for the BDWMO FY2024 audit. The scope of work is what has been provided in prior audits and what is required by State law. The cost is reasonable at a quote of a maximum of \$6300 (found on page 6). The last audit performed in 2019 was \$5,000. An increase of \$1300 is reasonable considering labor cost increases within the last 5 years.

Action requested: Approve engagement letter for financial audit

VII. Dakota County SWCD Presentation on Past Collaboration with the Black Dog WMO

Dakota County SWCD staff will lead this presentation to the Commission.

Action requested: Informational item. No formal action required.

VIII. Miscellaneous

DRAFT

Meeting Minutes
January 15, 2025

MEMBERS PRESENT

Curt Enestvedt, Chair
Mike Hughes, Vice Chair
Scott Thureen, Secretary/Treasurer
Rollie Greeno
Todd Christopherson
Paul Below, Alternate

MEMBERS ABSENT

Greg Helms, Alternate

OTHERS PRESENT

Greg Williams – Barr Engineering
Jared Shephard – Campbell Knutson
Brian Hartman – City of Apple Valley
Joe Barten – Dakota County Soil & Water Conservation District
Daryl Jacobson – BDWMO Administrator
Tammi Carte – BDWMO Secretary

Curt Enestvedt, Chair, called the January 15, 2025, meeting to order at 5:00pm.

I. Approval of Agenda

Motion by Thureen, second by Greeno, to approve the January 15, 2025, Agenda as presented.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson

Nays – None

Motion Carried Unanimously

II. Approval of Minutes from the November 20, 2024, Meeting

Motion by Hughes, second by Greeno, to approve the November 20, 2024, Minutes as presented.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson

Nays – None

Motion Carried Unanimously

III. Approval of Accounts Payable

Motion by Thureen, second by Hughes, to approve accounts payable to Barr Engineering in the amount of \$2,170.00 for services from November 2, 2024, through December 27, 2024; and, to Campbell Knutson in the amount of \$157.50 for November 2024 general services; and, to Metropolitan Council in the amount of \$3,040.00 for CAMP; and, to Dakota County Soil & Water Conservation District in the amount of \$12,025.00 for services July 2024 through September 2024 and services October 2024 through December 2024.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson

Nays – None

Motion Carried Unanimously

IV. Review Budget Performance Reports

Daryl Jacobson, BDWMO Administrator, shared that we are finishing 2024 payables to close the year in time for the audit scheduled for early 2025.

No Formal Action Required

V. Election of Officers for 2025

The Black Dog WMO Joint Powers Agreement requires that officers be elected each year. Currently the officers are:

Chair – Curt Enestvedt

Vice Chair – Mike Hughes

Secretary/Treasurer – Scott Thureen

Officer nominations are Curt Enestvedt for Chair, Mike Hughes for Vice-Chair, and Scott Thureen for Secretary/Treasurer. Commissioners present were Curt Enestvedt, Mike Hughes, Scott Thureen, Todd Christopherson and Greg Helms.

Motion by Greeno, second by Christopherson, to elect Curt Enestvedt as Commission Chair, Mike Hughes as Commission Vice-Chair, and Scott Thureen as Commission Secretary/Treasurer for the 2025 term.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson

Nays – None

Motion Carried Unanimously

VI. Approval of Engineering Fees for 2025

A copy of the Barr Engineering letter outlining the proposed 2025 fee schedule was provided to the Commission for review prior to this meeting.

Motion by Hughes, second by Thureen, to approve the Barr Engineering Fee Schedule for 2025.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson

Nays – None

Motion Carried Unanimously

VII. Approval of Official Depositories for Commission Funds

Auditors recommend the Commission designate official depositories for its funds on an annual basis. Current depositories are the US Bank in St. Paul and the League of MN Cities 4M Fund. These depositories have served the commission well and staff recommends continuing with them.

Motion by Christopherson, second by Hughes, to approve the US Bank in St. Paul and the League of MN Cities 4M Fund as the official depositories for the Black Dog WMO funds for 2025.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson
Nays – None

Motion Carried Unanimously

VIII. Approval of Official Newspaper for the Black Dog WMO

The JPA requires the Commission designate an official newspaper. In 2024, the Black Dog WMO used the Sun Thisweek as its official newspaper. Historically the same official newspaper as the City of Burnsville has been adopted because that community represents the majority of land within the WMO. Staff recommends the Commission continue with the Sun Thisweek as the official newspaper. Items typically published in the official newspaper are public notices.

Motion by Hughes, second by Greeno, to approve the Burnsville Sun Thisweek as the official Black Dog WMO newspaper for 2025.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson
Nays – None

Motion Carried Unanimously

IX. Discuss Potential Stories for the Annual Watershed Report

Greg Williams, Barr Engineering, lead the discussion on potential topics to include in the 2024 Watershed Report. Barr recommends the ongoing inclusion of Watershed Based Implementation Funding (WBIF) projects. Other Commissioner suggestions include goal tracking updates, a writeup about the BDWMO contribution to Vermillion River Watershed for groundwater conservation, an update on the Keller Lake water quality trend analysis, information on groundwater protection and landscaping for clean water.

No Formal Action Required

X. Miscellaneous

1. Jared Shephard – Campbell Knutson – will be representing the WMO as legal counsel. Jared proposes only attending the Black Dog meetings on an on-call basis. Commissioners agree with this recommendation.
2. The next Black Dog WMO meeting is scheduled for Wednesday, February 19, 2025.
3. Keller Lake – a survey was performed on the lake to determine the goldfish population. The report results recommend removal of the goldfish. There will be a future discussion about the BDWMO paying for the removal.
4. Joe Barten – Dakota County Soil & Water Conservation District – spoke about the chloride outreach the County is doing. They have printed Smart Salt brochures to be placed into libraries.

5. Todd Christopherson, Black Dog Commissioner, announced he no longer lives in Burnsville and because of that he is resigning from the Commission. He is appreciative of the time he's spent serving on the BDWMO. Thank you, Todd, for your commitment and time representing Burnsville on the Commission.

XI. Adjournment

Motion by Greeno, second by Hughes, to adjourn at 5:31pm.

Ayes – Enestvedt, Hughes, Thureen, Greeno, Christopherson

Nays – None

Motion Carried Unanimously



Accounts Payable February 19, 2025 Meeting

Barr Engineering - Services from December 28, 2024 through January 31, 2025

Engineering	\$	2,685.00
Special Projects: General Fund - 2024 Reporting - Orchard Lake	\$	870.00
Water Quality Monitoring: Trend Analysis	\$	580.00
Public Education: Watershed Annual Report	\$	185.00
	\$	<u>4,320.00</u>

Campbell Knutson

General Services - January 2025	\$	245.00
	\$	<u>245.00</u>

City of Burnsville

2024 City of Burnsville Support Services	\$	24,412.80
	\$	<u>24,412.80</u>

Accounts Payable Total \$ 28,977.80

resourceful. naturally.
engineering and environmental consultants



Remittance address:
Lockbox 446104
PO Box 64825
St Paul, MN 55164-0825

February 11, 2025

Black Dog Watershed Management Commission
City of Burnsville
13713 Frontier Court
Burnsville, MN 55337-4720

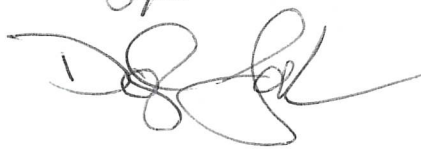
Attn: Mr. Daryl Jacobson

RE: Engineering & Environmental Consulting Services

**Invoice of Account with
BARR ENGINEERING COMPANY**

For professional services during the period of December 28, 2024 through January 31, 2025

TOTAL PAYABLE THIS INVOICE:	\$ 4,320.00
Allocation:	
Engineering	\$ 2,685.00
Special Projects: General Fund	
• Orchard Lake 2024 Reporting	\$ 870.00
Water Quality Monitoring	
• Trend Analysis	\$ 580.00
Public Education	
• Watershed Annual Report	\$ 185.00

OK

2-11-25

Barr declares under the penalties of law that this account, claim, or demand is just and that no part of it has been paid.



Karen L. Chandler
Vice President

BUDGET SUMMARY - 2025 FY
 Black Dog Watershed Management Commission
 December 28, 2024 through January 31, 2025

Work Description	2025 Barr Budget	Current Invoice	Spent This Year	Balance
Engineering	34,000.00	2,685.00	2,685.00	31,315.00
Special Projects: General Fund				
<i>Reporting on Orchard Lake 2024 Water Quality Monitoring</i>	7,500.00	870.00	870.00	6,630.00
<i>Chrystal Lake 2025 Management Level Monitoring</i>	22,300.00	0.00	0.00	22,300.00
Subtotal -- Special Projects: General Fund	29,800.00	870.00	870.00	28,930.00
Water Quality Monitoring				
<i>Update Trend Analyses</i>	2,200.00	580.00	580.00	1,620.00
Subtotal -- W.Q. Monitoring	2,200.00	580.00	580.00	1,620.00
Public Education				
<i>Watershed Annual Report</i>	5,100.00	185.00	185.00	4,915.00
<i>Annual Activity Report (BWSR)</i>	3,600.00	0.00	0.00	3,600.00
Subtotal -- Public Education	8,700.00	185.00	185.00	8,515.00
Total Services	74,700.00	4,320.00	4,320.00	70,380.00



INVOICE

Barr Engineering Co.
 4300 MarketPointe Drive, Suite 200
 Minneapolis, MN 55435
 Phone: 952-832-2600; Fax: 952-832-2601
 FEIN #: 41-0905995 Inc: 1966

Remittance address:
Lockbox 446104
PO Box 64825
St Paul, MN 55164-0825

Mr. Daryl Jacobson
 Black Dog WMO
 City of Burnsville
 13713 Frontier Court
 Burnsville, MN 55337-4720

February 11, 2025
 Invoice No: 23190374.25 - 1

Total this Invoice	\$2,870.00
---------------------------	-------------------

Regarding: BDWMO 2025 Engineering Services

This invoice is for professional services related to the above project.

Professional Services from December 28, 2024 to January 31, 2025

Job: 2025 Engineering Services

Task: 001 Attend BDWMO Meetings

Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist IV				
Williams, Sterling	2.00	185.00	370.00	
	2.00		370.00	
Subtotal Labor				370.00
				Task Subtotal
				\$370.00

Task: 002 Miscellaneous Consulting

Labor Charges

	Hours	Rate	Amount	
Vice President				
Chandler, Karen	1.70	225.00	382.50	
Engineer / Scientist / Specialist IV				
Williams, Sterling	6.50	185.00	1,202.50	
Support Personnel II				
Nypan, Nyssa	3.00	120.00	360.00	
	11.20		1,945.00	
Subtotal Labor				1,945.00
				Task Subtotal
				\$1,945.00

Task: 004 Newsletter/Watershed Report

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.

Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist IV				
Williams, Sterling	1.00	185.00	185.00	
	1.00		185.00	
Subtotal Labor				185.00
				Task Subtotal
				\$185.00

Task: 005 Tracking Goal Progress

Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist IV				
Williams, Sterling	2.00	185.00	370.00	
	2.00		370.00	
Subtotal Labor				370.00
				Task Subtotal
				\$370.00
				Job Subtotal
				\$2,870.00
				Total this Invoice
				\$2,870.00

	Current	Prior	Total	Received	AR Balance
Invoiced to Date	2,870.00	0.00	2,870.00	0.00	2,870.00

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Greg Williams, your Barr project manager, at (952) 832-2945 or email at gwilliams@barr.com.



INVOICE

Barr Engineering Co.
 4300 MarketPointe Drive, Suite 200
 Minneapolis, MN 55435
 Phone: 952-832-2600; Fax: 952-832-2601
 FEIN #: 41-0905995 Inc: 1966

Mr. Daryl Jacobson
 Black Dog WMO
 City of Burnsville
 13713 Frontier Court
 Burnsville, MN 55337-4720

Remittance address:
Lockbox 446104
PO Box 64825
St Paul, MN 55164-0825

February 07, 2025
 Invoice No: 23190375.25 - 1

Total this Invoice	\$870.00
---------------------------	-----------------

Regarding: Management Level Water Quality Monitoring

This invoice is for professional services related to the above project.

Professional Services from December 28, 2024 to January 31, 2025

Job:	ORC	Orchard Lake 2024 Reporting
Task:	100	Report

Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist II				
Menken, Kevin	6.00	145.00	870.00	
	6.00		870.00	
Subtotal Labor				870.00
		Task Subtotal		\$870.00
		Job Subtotal		\$870.00
		Total this Invoice		\$870.00

	Current	Prior	Total	Received	AR Balance
Invoiced to Date	870.00	0.00	870.00	0.00	870.00

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Greg Williams, your Barr project manager, at 952.932.2945, or email gwilliams@barr.com.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.



INVOICE

Barr Engineering Co.
 4300 MarketPointe Drive, Suite 200
 Minneapolis, MN 55435
 Phone: 952-832-2600; Fax: 952-832-2601
 FEIN #: 41-0905995 Inc: 1966

Remittance address:
Lockbox 446104
PO Box 64825
St Paul, MN 55164-0825

Mr. Daryl Jacobson
 Black Dog WMO
 City of Burnsville
 13713 Frontier Court
 Burnsville, MN 55337-4720

February 07, 2025
 Invoice No: 23190375.99 - 15

Total this Invoice	\$580.00
---------------------------	-----------------

Regarding: Trend Analysis

This invoice is for professional services related to the above project.

Professional Services from December 28, 2024 to January 31, 2025

Job:	2025	2024 Data
Task:	100	Trend Analysis 2024 Data

Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist II				
Menken, Kevin	4.00	145.00	580.00	
	4.00		580.00	
Subtotal Labor				580.00
		Task Subtotal		\$580.00
		Job Subtotal		\$580.00
		Total this Invoice		\$580.00

	Current	Prior	Total	Received	AR Balance
Invoiced to Date	580.00	8,135.00	8,715.00	8,135.00	580.00

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Greg Wilson, your Barr project manager, at (952) 832-2672 or email at gwilson@barr.com.


CAMPBELL KNUTSON
Professional Association
Attorneys at Law
Federal Tax I.D. #41-1562130
Grand Oak Office Center I
860 Blue Gentian Rd Ste 290
Eagan, Minnesota 55121
(651) 452-5000

Black Dog Watershed Management Organization
 Attention: Daryl Jacobson
 City of Burnsville
 100 Civic Center Parkway
 Burnsville MN 55337-3817

Page: 1
 January 31, 2025
 Account # 602-0000G
 402

RE: GENERAL SERVICES
 RENDERED TO DATE:

			HOURS	
01/15/2025	JDS	Attend meeting.	1.00	175.00
01/16/2025	JDS	Email to city staff re: economic interest statement.	0.20	35.00
01/21/2025	JDS	Email from E. Babione re: economic interest statement email to T. Carte and D. Jacobson re: same.	0.20	35.00
		AMOUNT DUE	1.40	245.00
		TOTAL CURRENT WORK		245.00
		PREVIOUS BALANCE		\$157.50
01/24/2025		Payment - thank you		-157.50
		TOTAL AMOUNT DUE		<u>\$245.00</u>

OK

 2-11-25

Amounts due over 30 days will be subject to a finance charge of .5% per month (or an annual rate of 6%). Minimum charge - 50 cents.



**CITY OF BURNSVILLE
INVOICE**

**2024 City of Burnsville Support Services
Black Dog Watershed Management Organization**

BLACK DOG WMO 2024 MEETING DATES

January 17, 2024
February 21, 2024
March 20, 2024
April 14, 2024
May 15, 2024
July 17, 2024
September 18, 2024
November 20, 2024

ADMINISTRATIVE STAFF TIME

Daryl Jacobson	210.00 Hours	\$ 18,914.70
Tammi Carte	53.00 Hours	\$ 2,735.33
Ericka Babione	16.75 Hours	\$ 1,265.30
Marie Maczko	5.00 Hours	\$ 258.05
Vickie Martin	4.00 Hours	\$ 250.72
		<hr/>
		\$ 23,424.10

CORRESPONDENCE / POSTAGE

General Correspondence		\$ 275.00
Postage		\$ 86.00
		<hr/>
		\$ 361.00

SUPPLIES / PRINTING

Supplies		\$ 69.45
Black & White Printing	225 Copies	\$ 56.25
Color Printing	502 Copies	\$ 502.00
		<hr/>
		\$ 627.70

2024 City of Burnsville Support Services Invoice Amount

\$ 24,412.80

OK
D. G. [Signature]
2-6-25

**BLACK DOG WMO
CASH ACTIVITY REPORT 2025**

Date	Description	Deposits	Check #	Check Amount	Monthly Cash Balance	Expenditures:											
						General Engineering Support	Special Projects (General)	Special Projects (Capital)	Special Projects (Gen. Reserve)	Insurance	Legal & Audit	Admin Support	Public Education	Water Quality Monitoring	Conf Public	Contingency	
Balance as of 12/31/24					622,861.73												
15-Jan	Barr Engineering Co (2024)		1844	2,170.00		2,053.50	116.50										
15-Jan	Campbell Knutson (2024)		1845	157.50						157.50							
15-Jan	Metropolitan Council (2024)		1846	3,040.00									3,040.00				
15-Jan	Dakota County Soil&Water Cons Dist (2024)		1847	12,025.00			11,050.00					975.00					
31-Jan	Interest Income	2,304.21															
01/31/25 Balance		2,304.21		17,392.50	607,773.44	2,053.50	11,166.50	-	-	-	157.50	-	975.00	3,040.00	-	-	
Total Revenue		2,304.21	Total Expense			17,392.50	2,053.50	11,166.50	-	-	-	157.50	-	975.00	3,040.00	-	-
Less: 2024 A/R		-	Less: 2024 A/P			(17,392.50)	(2,053.50)	(11,166.50)	-	-	-	(157.50)	-	(975.00)	(3,040.00)	-	-
December LMC insurance reclass		-		-													
Total YTD 2025 Revenue		2,304.21	Total YTD 2025 Exp			-	-	-	-	-	-	-	-	-	-	-	-
			2025 Budget			155,100.00	34,000.00	46,000.00	-	-	2,500.00	11,000.00	25,000.00	25,700.00	5,400.00	500.00	5,000.00
			Budget Remaining			155,100.00	34,000.00	46,000.00	-	-	2,500.00	11,000.00	25,000.00	25,700.00	5,400.00	500.00	5,000.00
YTD Interest Income		2,304.21															

BLACK DOG WATER MANAGEMENT COMMISSION

Budget Performance Report January 31, 2025

	CURRENT MONTH	YEAR TO DATE			
	ACTUAL	GENERAL FUND BUDGET	CAPITAL IMPROVEMENT FUND BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
Opening Fund Balance		\$ 476,980	\$ 128,489	\$ 605,469	
REVENUES :					
Member Contributions:					
City of Apple Valley	\$ -	\$ 9,362	\$ 972	\$ -	\$ (10,334)
City of Burnsville	-	85,489	9,204	-	(94,693)
City of Eagan	-	534	-	-	(534)
City of Lakeville	-	23,615	2,324	-	(25,939)
Total Member Contributions	-	119,000	12,500	-	(131,500)
Other Revenues:					
Interest	\$ 2,304	\$ 15,000	\$ -	\$ 2,304	\$ (12,696)
Grant (State of MN BWSR)	-	-	-	-	-
Total Other Revenue	2,304	15,000	-	2,304	(12,696)
Total Revenues	\$ 2,304	\$ 134,000	\$ 12,500	\$ 2,304	\$ (144,196)
EXPENDITURES :					
General Engineering Support	\$ -	\$ 34,000	\$ -	\$ -	\$ 34,000
Special Projects - General Fund	-	46,000	-	-	46,000
Special Projects - Capital Improvement Fund	-	-	-	-	-
Special Projects - General Fund Reserve	-	-	-	-	-
Insurance	-	2,500	-	-	2,500
Legal and Audit	-	11,000	-	-	11,000
Administrative Support	-	25,000	-	-	25,000
Public Education	-	25,700	-	-	25,700
Water Quality Monitoring	-	5,400	-	-	5,400
Conference/Publications	-	500	-	-	500
Contingency	-	5,000	-	-	5,000
Total Expenditures	-	155,100	-	-	155,100
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>2,304</u>	<u>(21,100)</u>	<u>12,500</u>	<u>2,304</u>	
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES PLUS OPENING FUND BALANCE				<u><u>607,773</u></u>	
TOTAL CASH AVAILABLE 1/31/2025	607,773				
Fund Balance 1/31/2025	<u><u>\$ 607,773</u></u>				

BLACK DOG WATER MANAGEMENT COMMISSION

Budget Performance Report December 31, 2024

(as of 1/31/2025)

	CURRENT MONTH	YEAR TO DATE			VARIANCE FAVORABLE (UNFAVORABLE)
	ACTUAL	GENERAL FUND BUDGET	CAPITAL IMPROVEMENT FUND BUDGET	ACTUAL	
Opening Fund Balance		\$ 412,606	\$ 115,989	\$ 528,596	
REVENUES :					
Member Contributions:					
City of Apple Valley	\$ -	\$ 10,562	\$ 1,021	\$ 11,583	\$ -
City of Burnsville	-	93,822	9,149	102,971	-
City of Eagan	-	588	-	588	-
City of Lakeville	-	26,028	2,330	28,358	-
Total Member Contributions	-	131,000	12,500	143,500	-
Other Revenues:					
Interest	\$ -	\$ 500	\$ -	\$ 28,227	\$ 27,727
Grant (State of MN BWSR)	-	-	-	-	-
Total Other Revenue	-	500	-	28,227	27,727
Total Revenues	\$ -	\$ 131,500	\$ 12,500	\$ 171,727	\$ 27,727
EXPENDITURES :					
General Engineering Support	\$ 2,054	\$ 34,000	\$ -	\$ 19,276	\$ 14,725
Special Projects - General Fund	11,167	43,800	-	38,042	5,758
Special Projects - Capital Improvement Fund	-	-	-	-	-
Special Projects - General Fund Reserve	-	-	-	-	-
Insurance	-	2,500	-	2,624	(124)
Legal and Audit	158	5,000	-	1,876	3,124
Administrative Support	-	24,000	-	-	24,000
Public Education	975	24,000	-	28,176	(4,176)
Water Quality Monitoring	3,040	6,000	-	4,860	1,140
Conference/Publications	-	500	-	-	500
Contingency	-	5,000	-	-	5,000
Total Expenditures	17,393	144,800	-	94,854	49,946
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(17,393)	(13,300)	12,500	76,874	
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES PLUS OPENING FUND BALANCE				<u>605,469</u>	
TOTAL CASH AVAILABLE 12/31/2024	605,469				
Fund Balance 12/31/2024	<u>\$ 605,469</u>				

**JOINT POWERS AGREEMENT BETWEEN
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND
THE BLACK DOG WATERSHED MANAGEMENT ORGANIZATION
FOR EDUCATION, OUTREACH, AND TECHNICAL ASSISTANCE**

THE PARTIES TO THIS AGREEMENT are the Dakota County Soil and Water Conservation District, a political subdivision of the State of Minnesota (SWCD) and the Black Dog Watershed Management Organization (BDWMO) a watershed management body consisting of the cities of Apple Valley, Burnsville, Eagan, Lakeville and Savage. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59.

NOW THEREFORE, the parties, in joint and mutual exercise of their powers, agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to define the responsibilities and obligations of the SWCD and the BDWMO for education, outreach, and technical assistance services to be provided by the SWCD to the BDWMO as more fully described herein and BDWMO's contributions toward SWCD cost share projects.
 2. **TERM.** This Agreement shall be in effect as of January 1, 2025, notwithstanding the dates of the signatures of the parties, and shall remain in effect until December 31, 2025, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
 3. **SCOPE OF SERVICES.** SWCD agrees to provide BDWMO with education, outreach and technical assistance services as provided in the *2025 Work Plan and Budget Black Dog Watershed Management Organization*, which is attached and incorporated herein as **Exhibit 1**. BDWMO agrees to pay the SWCD for all services provided pursuant to this Agreement and contribute to cost share projects as expressed in **Exhibit 1** up to the not to exceed amount identified in Section 4 herein.
- In the event of a conflict between the terms of this Agreement and **Exhibit 1**, the terms of this Agreement shall govern.
4. **TOTAL COST.** The total amount to be paid by the BDWMO for all services provided and cost share project contributions pursuant to this Agreement shall not exceed \$32,300.00 (Not-to-Exceed Amount). The BDWMO shall pay SWCD for purchased services and cost share contributions at the rates set out in **Exhibit 1**.
 5. **TIME OF PAYMENT.** The BDWMO shall make payment to the SWCD within 45 days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the BDWMO shall notify the SWCD within 10 days of receiving the incorrect invoice. Upon receiving the corrected invoice, the BDWMO shall make payment within 45 days.
 6. **PAYMENT FOR UNAUTHORIZED CLAIMS.** The BDWMO may refuse to pay any claim for services or cost share contribution that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the BDWMO from questioning the propriety of the claim. The BDWMO reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
 7. **PAYMENT UPON EARLY TERMINATION.** In the event this Agreement is terminated before the completion of services or the end of the term identified in Section 2, the BDWMO shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in **Exhibit 1** based upon actual time spent, plus the cost share contributions for projects that have already been approved by the SWCD at the time of termination. In no case shall such payments exceed the Not-to-Exceed Amount.

8. COMPLIANCE WITH LAWS/STANDARDS. SWCD shall abide by all federal, state or local statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which SWCD is responsible.
9. INDEPENDENT CONTRACTOR STATUS. Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the parties. Officers, employees or agents of one party shall not be considered officers, employees or agents of the other party.
10. SUBCONTRACTING. The parties understand and agree that one or more of the scope of services set forth in **Exhibit 1** to this Agreement may be performed through another agent or subcontractor and that the subcontracting party is responsible for the performance of its subcontractors, unless otherwise agreed. It is the responsibility of each party to ensure its subcontractor(s) has adequate and appropriate insurance coverage. .
11. ASSIGNMENT. A party shall not assign any interest it has in this Agreement without prior written consent of the other party. Said consent may be subject to conditions. The assigning party shall be responsible for the performance of its assignee unless otherwise agreed.
12. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of its own officers, employees, volunteers and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, volunteers and/or agents. The Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.
13. INSURANCE. Each party warrants that it has an insurance or self-insurance program and that it has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.
14. AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by their respective Boards. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

To SWCD:
 Kevin Chamberlain or successor, Chair
 Dakota County SWCD
 4100 220th Street West, Suite 102
 Farmington, MN 55024

To BDWMO:
 Curtis Enestvedt, or successor, Chair
 BDWMO
 100 Civic Center Parkway
 Burnsville, MN 55337

In addition, notification to the BDWMO or the SWCD regarding termination of this Agreement by the other party shall also be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033

15. LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by the SWCD and the BDWMO. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:
 SWCD Liaison: Ashley Gallagher, or successor
 Telephone: (651) 480-7781
 Email: ashley.gallagher@co.dakota.mn.us
 BDWMO Liaison: Daryl Jacobson, or successor
 Telephone: (952) 895-4574
 Email: daryl.jacobson@burnsvillemn.gov

16. DEFAULT: FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

17. DATA PRIVACY. All data created, collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy. The Minnesota Government Data Practices Act also applies to subcontractors providing services under this Agreement. If public data is available from the BDWMO, the SWCD may direct the public to the BDWMO for access to the data.

The BDWMO may give the SWCD access to, or the SWCD may become aware of, private or confidential information in performing services under this Agreement. Private and confidential information is data that is not public under the Minnesota Data Practices Act (Minn. Stats. Ch. 13). The SWCD may keep the private and confidential information only for use in performing services under this Agreement. The SWCD must impose procedures as are necessary to assure nondisclosure of private and confidential information directly or indirectly to third parties.

18. RECORDS RETENTION AND AUDITS. Bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Each governmental unit agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

19. TERMINATION. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or other right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

Notwithstanding any provision of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement.

20. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.

21. MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.

- 22. SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
- 23. SURVIVORSHIP. The following provisions of this Agreement survive after the termination date of this Agreement: Section 12 (Liable for Own Acts); Section 17 (Data Privacy); Section 18 (Records Retention/Audit) Section 21 (Minnesota Law to Govern); Section 22 (Severability).
- 24. FINAL AGREEMENT. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

BLACK DOG WATERSHED MANAGEMENT ORGANIZATION

By _____
 Curtis Enestvedt, or successor, Chair
 Date of Signature _____

By _____
 Mike Hughes, or successor, Vice Chair
 Date of Signature _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

Approved as to form:

/s/ Brian J. Wisdorf 1/10/2025
 Assistant Dakota County Attorney/Date
 KS-25-26
 SWCD Board Action #25-102

By _____
 Kevin Chamberlain, Chair
 Date of Signature _____

2025 Work Plan and Budget
Black Dog Watershed Management Organization

Task	Calculation			Sub-total
	Hours	Rate	Fees	
Education and Outreach				
BDWMO Website Hosting and Maintenance	20	\$100.00	\$1,000.00	\$3,000.00
Host and maintain a website, as required by BWSR, with meeting information, plans, reports, grants and other information.	Fee is for web hosting			
Landscaping for Clean Water			\$14,000.00	\$14,000.00
Provide access to the Landscaping for Clean Water: Introduction Class Materials, Design Course Materials and Maintenance Workshop <i>Includes online registration, partner coordination, presentation creation and updates, creation of education and outreach materials, participant tracking, one-on-one design assistance. Note: some classes may be virtual in 2025</i>	Introduction Classes= \$4,000 Design Courses= \$8,000 Maintenance Workshop= \$2,000			
Education and Outreach Total				\$17,000.00
Technical Assistance				
Landscaping for Clean Water - Project installs			\$10,800.00	\$10,800.00
Technical assistance to homeowners including layout, mid-point and final inspections for raingardens, native plantings and shoreline stabilizations.	\$600 times 18 projects			
Technical Assistance Total				\$10,800.00
Cost Share				
Landscaping for Clean Water - Landowner Grants			\$4,500.00	\$4,500.00
Provide cost share to landowners for projects including raingardens, native plantings and shoreline stabilization projects consistent with SWCD cost share policies.	\$250 times 18 projects			
Cost Share Total				\$4,500.00
Total Agreement Not-to Exceed				\$32,300.00

Note: Additional items may be required of the SWCD during the workplan timeframe and individual budget amounts may change as work progresses. If proposed changes are to exceed the total agreed amount, this work plan will then be amended and re-executed by the BDWMO and SWCD.



February 7, 2025

To the Board of Commissioners and Management of
Black Dog Watershed Management Organization
100 Civic Center Parkway
Burnsville, MN 55337

Dear Boardmembers and Management:

We are pleased to confirm our understanding of the services we are to provide the Black Dog Watershed Management Organization (the Organization) for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Organization as of and for the year ended December 31, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Organization's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Organization's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) MD&A

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory section

We will perform the required State Legal Compliance Audit conducted in accordance with GAAS and the provisions of the *Legal Compliance Audit Guide*, promulgated by the State Auditor pursuant to Minnesota Statutes § 6.65, and will include such tests of the accounting records and other procedures we consider necessary to enable us to conclude that, for the items tested, the Organization has complied with the material terms and conditions of applicable legal provisions.

We will also prepare a management report for the Board of Commissioners and administration. This report will communicate such things as our concerns regarding accounting procedures or policies brought to our attention during our audit, along with recommendations for improvements. The report may also contain certain financial comparisons and analysis, and other information of interest.

Our services will not include an audit in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), which would only be required if the Organization expended \$750,000 or more in federal assistance funds during the year. If the Organization is required to have a Single Audit of federal assistance funds, this engagement letter would need to be modified.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph on the previous page when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third party service provider. Furthermore, we will remain responsible for the work provided by any such third party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants (AICPA) professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Revenue recognition

At this time, audit planning has not concluded and modifications may be made to significant risks of material misstatement. If modifications are made, we will communicate them to you.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Organization's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Other Services

We will also assist in preparing the financial statements of the Organization in conformity with GAAP based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Organization; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of LB Carlson, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of LB Carlson personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a regulatory agency or its designee. The regulatory agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of six years after the report release date or for any additional period requested by the regulatory agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jaclyn M. Huegel, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit shortly after the end of the fiscal year and have a goal to issue the reports no later than June 30, 2025.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$6,300. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

These fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If we find that additional audit procedures are required, or if additional services are requested by the Organization, those services will be billed at our standard hourly rates. Additional audit procedures might be required for certain accounting issues or events, such as new contractual agreements, transactions and legal requirements of new bond issues, new funds, major capital projects, new tax increment districts, if there is an indication of misappropriation or misuse of public funds, or if significant difficulties are encountered due to the lack of accounting records, incomplete records, or turnover in the Organization's staff. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

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

If you intend to publish or otherwise reproduce the financial statements, such as in a bond statement, and make reference to our firm name, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the year, you might request additional services such as routine advice, assistance in implementing audit recommendations, review of your projections or budgets, and other similar projects. Independence standards allow us to perform these routine services; however, it is important that you understand that we are not allowed to make management decisions, perform management functions, nor can we audit our own work or provide nonaudit services that are significant to the subject matter of the audit.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

ShareFile is used solely as a method of exchanging information and is not intended to store the Organization's information. At the end of the engagement, LB Carlson will provide the Organization with a copy (in an agreed-upon format) of deliverables and data related to the engagement. Upon completion of the engagement, data and other content will either be removed from ShareFile or become unavailable to LB Carlson within a reasonable time frame.

Professional standards require us to be independent with respect to the Organization and any of its affiliates in the performance of our services. Any discussions that you have with personnel of LB Carlson, LLP regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. In addition, if you or any of your affiliates hire one of our personnel, you agree to pay LB Carlson, LLP a fee equal to that individual's annual base compensation at the Organization upon commencement of employment.

Reporting

We will issue a written report upon completion of our audit of the Organization's financial statements. Our report will be addressed to the Board of Commissioners and management of the Organization. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on the Organization's compliance with applicable provisions of the *Minnesota Legal Compliance Audit Guide*, promulgated by the State Auditor pursuant to Minnesota Statutes § 6.65. The report will state (1) whether, in connection with our audit, anything came to our attention that caused us to believe that the Organization failed to comply with the applicable provisions of the *Minnesota Legal Compliance Audit Guide*, insofar as they relate to accounting matters, and (2) that the purpose of the report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. The report will also state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Organization and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and email it to jhuegel@lbcarlson.com.

Sincerely,

LB CARLSON, LLP



RESPONSE:

This letter correctly sets forth the understanding of the Black Dog Watershed Management Organization.

Board of Commissioners
Representative

Management Representative

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Report on the Firm's System of Quality Control

To the Principals of LB Carlson, LLP and the
Peer Review Committee of the Minnesota Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of LB Carlson, LLP (the firm) in effect for the year ended June 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an audit of an employee benefit plan and an examination of service organization (SOC 2 engagement).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of LB Carlson, LLP in effect for the year ended June 30, 2023 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. LB Carlson, LLP has received a peer review rating of *pass*.

KerberRose SC

September 27, 2023