



Regular Meeting Agenda
AUGUST 20, 2020

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

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

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

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

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

Join Zoom Meeting by Computer and/or Telephone

www.zoom.com -> Join a meeting -> Meeting ID: 861 4747 9746 and Password: 291449 (Raise and hold your hand up to be recognized by the President) or you can call-in to: (312) 626-6799 -> Meeting ID: 861 4747 9746 and Password: 291449 (Press *6 to unmute your phone if you wish to speak)

8:00 AM

Verification of Quorum & Call to Order
Pledge of Allegiance
Meeting Comments
Consider Agenda Additions and Approve Agenda
Declaration of Conflicts of Interest
Approve Consent Agenda, which includes:
 Approve Claims of August 20, 2020
 Approve Minutes of July 16, August 10 (North Ottawa Committee with Quorum) and August 12, 2020
 Treasurer's Report & Budget
Public Comment

PERMITS

Update

8:15 AM

Open the public hearing to consider the following petition requesting authority to use Traverse County Ditch #27 as an outlet for: **James Putnam, Portion of Parcel #08-0085000: the NE of the SW1/4 of Section 17, Range 46, E Monson Township (128), Traverse County**

8:30 AM

Open the public hearing to consider the petition of Greg Maack to remove benefited acres from WCD #9. The following property has been petitioned for removal from the benefited area of WCD #9: **N1/2 of the S1/2 of Section 1, Champion Township, Wilkin County**

DITCHES

Update	Update
JD #11	Approve Contractor Pay Application No. 2
	Approve Change Order No. 3
	Approve Traverse County Bond Reimbursement Request #3
WCD Sub-1	August 17 th Landowner Meeting Report
WCD #20	Order Repair Survey & Cost Estimate
WCD #25	Order Repair Survey & Cost Estimate
TCD #16	Update & Repair
JD #12	Order Repair for Lateral 3 Sloughing
JD #14	Order Repair Survey & Cost Estimate

WATERSHED PROJECTS

Update
LTWQIP Update, Land Acquisition & Construction Bid Update
 Approve RRWMB Grant Agreement
 Approve Boulder License Agreement

Doran Creek
North Ottawa August 17th Landowner Meeting Report
 Bird Reports: <https://ebird.org/hotspot/L2182908>
 Cattail Removal
 East Exterior Impoundment Ditch & Interior Cell Ditching

Redpath Approve Tenants of 10-Year Working Lands Agreement
 Purchase Agreement Updates
 SW1/4, Section 15 CRP Contract

Big Lake Authorize Staff to Submit 50/50 Application
 Approve EAW and Post for Public Comment

Cover Crop Prog. Approve Cover Crop Funding Agreement with Wilkin SWCD.

10:30 AM

Open the on the 2021 General Budget, Construction Fund, and the levies for the Drainage Ditch Systems and projects under their jurisdiction

A summary of the proposed budget is as follows:

1. Administrative Funds. An amount not to exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000) for engineering, legal, clerical, office, and other administrative expenses, per M.S.A. 103D.905, Subd. 3.
2. Construction Funds. An amount not to exceed 0.04836 percent of the taxable market value of all property within the district. The proceeds of one-half of this levy shall be credited to the District's Construction Fund and shall be used for the development, construction, and maintenance of projects and programs of benefit to the District. The proceeds of the remaining one-half of this levy shall be credited to the General Fund of the Red River Watershed Management Board, in accordance with M.S.A. 471.59, and Laws of Minnesota 1998, Chapter 389- H.F. No. 3840.

Approve the Resolution of the Bois de Sioux Watershed District Ad Valorem Levy

BOARD MANAGERS

Update
RRWMB, RRRRA, RRBC, FDRWG, MAWD
Drainage Workgroup Update
Committee Reports

GENERAL

Update
1W1Plan Feedback and Questions
Minutes & Letters

Next Meetings:

September 17, 2020 at 8 AM

October 15, 2020 at 9 AM

10:12 AM
08/14/20

Bois de Sioux Watershed District
JB CHECKS TO APPROVE NEW
July 17 through August 20, 2020

Num	Date	Name	Memo	Account	Paid Amount
	07/31/2020		Service Charge	10010 · Bremer Bank Checking	
			Service Charge	53200 Miscellaneous Expenses	-12.00
TOTAL					-12.00
20772	08/20/2020	AmeriPride Linen & Uniform Services	CUSTOMER 22810011/INV 2201359903	10000 · Bank of the West Checking	
			RUGS	53420 Maintenance	-31.65
TOTAL					-31.65
20771	08/20/2020	April Swenby		10000 · Bank of the West Checking	
			ANNUAL HOSTING PACKAGE	55130 Website	-150.00
TOTAL					-150.00
20765	08/10/2020	City of Wheaton		10000 · Bank of the West Checking	
			W/S/G	53440 Utility Expense	-42.66
TOTAL					-42.66
20775	08/20/2020	Daily News / News Monitor	458908 / 312526	10000 · Bank of the West Checking	
			LTWQIP	51500 Advertising Expense	-109.62
TOTAL					-109.62
20774	08/20/2020	Daniel & Lori Miller		10000 · Bank of the West Checking	
			PERMANENT CHANNEL EASEMENT	52520 ROW	-3,792.00
			PERMANENT BACKSLOPE EASEMENT	52520 ROW	-456.00
TOTAL					-4,248.00
20759	08/10/2020	Douglas & Elizabeth Toussaint		10000 · Bank of the West Checking	
			PERMANENT CHANNEL EASEMENT	52520 ROW	-23,184.00
			PERMANENT BACKSLOPE EASEMENT	52520 ROW	-2,364.00
TOTAL					-25,548.00
20776	08/20/2020	Elan Financial Services	4798 1714 2200 0122	10000 · Bank of the West Checking	
			BOARD MEETING MEAL	52800 Meeting Expense	-74.48
			FREEFIND SEARCH UPDATE	55130 Website	-19.00
			Overall Plan Update - 1W1P	53610 Postage	-57.75
			ADOBE SUB	55130 Website	-33.65
			ZOOM SUB	52800 Meeting Expense	-32.04
			TONER, CORD & BULB	53500 Office Supplies	-179.14
TOTAL					-396.06
	07/31/2020	Executive Director, P.E.R.A.	9095-00	10000 · Bank of the West Checking	
			9095-00	21200 PERA Withholding	-363.67
			9095-00	21200 PERA Withholding	-315.18
TOTAL					-678.85
	08/17/2020	Executive Director, P.E.R.A.	9095-00	10000 · Bank of the West Checking	
			9095-00	21200 PERA Withholding	-363.67
			9095-00	21200 PERA Withholding	-315.18
TOTAL					-678.85
20777	08/20/2020	Farm & Home Publishers, Ltd.	665118	10000 · Bank of the West Checking	
			PLAT BOOKS	53500 Office Supplies	-342.00
TOTAL					-342.00
20778	08/20/2020	Fergus Falls Daily Journal	530442 / 312202	10000 · Bank of the West Checking	
			LTWQIP	51500 Advertising Expense	-231.00
TOTAL					-231.00

10:12 AM

08/14/20

**Bois de Sioux Watershed District
JB CHECKS TO APPROVE NEW**

July 17 through August 20, 2020

Num	Date	Name	Memo	Account	Paid Amount
	07/31/2020	Fridgen, Troy J	Direct Deposit	10000 · Bank of the West Checking	
			Direct Deposit	54700 Wages and Salaries	-2,542.93
			Direct Deposit	54700 Wages and Salaries	-741.69
			Direct Deposit	54700 Wages and Salaries	-105.96
			Direct Deposit	21200 PERA Withholding	220.39
			Direct Deposit	53710 PERA Expense	-254.29
			Direct Deposit	21200 PERA Withholding	254.29
			Direct Deposit	51700 Deferred Compensation	150.00
			Direct Deposit	21700 Non-employee Sponsored Premiums	200.04
			Direct Deposit	21400 HSA Withholding	200.00
			Direct Deposit	Federal Withholding	238.00
			Direct Deposit	53800 Payroll Taxes	-185.41
			Direct Deposit	21100 Social Security Withholding	185.41
			Direct Deposit	21100 Social Security Withholding	185.41
			Direct Deposit	53800 Payroll Taxes	-43.37
			Direct Deposit	21000 Medicare Withholding	43.37
			Direct Deposit	21000 Medicare Withholding	43.37
			Direct Deposit	21300 State Withholding	121.00
			Direct Deposit	2110 Direct Deposit Liabilities	2,032.37
TOTAL					0.00
20779	08/20/2020	Fridgen, Troy J		10000 · Bank of the West Checking	
			DATA/CELL PLAN	53440 Utility Expense	-70.00
TOTAL					-70.00
	08/17/2020	Fridgen, Troy J	Direct Deposit	10000 · Bank of the West Checking	
			Direct Deposit	54700 Wages and Salaries	-2,246.26
			Direct Deposit	54700 Wages and Salaries	-1,144.32
			Direct Deposit	21200 PERA Withholding	220.39
			Direct Deposit	53710 PERA Expense	-254.29
			Direct Deposit	21200 PERA Withholding	254.29
			Direct Deposit	51700 Deferred Compensation	150.00
			Direct Deposit	21700 Non-employee Sponsored Premiums	200.04
			Direct Deposit	21400 HSA Withholding	200.00
			Direct Deposit	Federal Withholding	238.00
			Direct Deposit	53800 Payroll Taxes	-185.42
			Direct Deposit	21100 Social Security Withholding	185.42
			Direct Deposit	21100 Social Security Withholding	185.42
			Direct Deposit	53800 Payroll Taxes	-43.36
			Direct Deposit	21000 Medicare Withholding	43.36
			Direct Deposit	21000 Medicare Withholding	43.36
			Direct Deposit	21300 State Withholding	121.00
			Direct Deposit	2110 Direct Deposit Liabilities	2,032.37
TOTAL					0.00
20767	08/10/2020	Frontier	320-563-4185-100788-2	10000 · Bank of the West Checking	
			PHONE / FAX	53450 Telephone Expense	-203.26
TOTAL					-203.26
20756	07/31/2020	Further		10000 · Bank of the West Checking	
				21400 HSA Withholding	-200.00
TOTAL					-200.00
20769	08/17/2020	Further		10000 · Bank of the West Checking	
				21400 HSA Withholding	-200.00
TOTAL					-200.00
20781	08/20/2020	Gazette Publishing Co.		10000 · Bank of the West Checking	
			HEARING NOTICE	51500 Advertising Expense	-93.50
			LTWQIP	51500 Advertising Expense	-323.00
TOTAL					-416.50
20783	08/20/2020	Houston Engineering, Inc.	0049231	10000 · Bank of the West Checking	
			Overall Plan Update - 1W1P	53650 Overall Plan	-3,158.25
TOTAL					-3,158.25

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Bois de Sioux Watershed District
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July 17 through August 20, 2020

Num	Date	Name	Memo	Account	Paid Amount
20782	08/20/2020	HPS	30286	10000 · Bank of the West Checking	
			NORTH OTTAWA PORTAPOTTY	53440 · Utility Expense	-218.75
TOTAL					-218.75
	07/22/2020	Internal Revenue Service	41-1623198	10000 · Bank of the West Checking	
			41-1623198	Federal Withholding	-238.00
			41-1623198	21000 · Medicare Withholding	-55.46
			41-1623198	21000 · Medicare Withholding	-55.46
			41-1623198	21100 · Social Security Withholding	-237.18
			41-1623198	21100 · Social Security Withholding	-237.18
TOTAL					-823.28
	08/05/2020	Internal Revenue Service	41-1623198	10000 · Bank of the West Checking	
			41-1623198	Federal Withholding	-238.00
			41-1623198	21000 · Medicare Withholding	-58.15
			41-1623198	21000 · Medicare Withholding	-58.15
			41-1623198	21100 · Social Security Withholding	-248.59
			41-1623198	21100 · Social Security Withholding	-248.59
TOTAL					-851.48
	07/31/2020	Johannsen, Mitchel R	Direct Deposit	10000 · Bank of the West Checking	
			Direct Deposit	54700 · Wages and Salaries	-57.75
			Direct Deposit	53800 · Payroll Taxes	-3.58
			Direct Deposit	21100 · Social Security Withholding	3.58
			Direct Deposit	21100 · Social Security Withholding	3.58
			Direct Deposit	53800 · Payroll Taxes	-0.84
			Direct Deposit	21000 · Medicare Withholding	0.84
			Direct Deposit	21000 · Medicare Withholding	0.84
			Direct Deposit	2110 · Direct Deposit Liabilities	53.33
TOTAL					0.00
20795	08/20/2020	Larson Helicopters LLC		10000 · Bank of the West Checking	
			CATTAIL TREATMENT - A4, B4	53200 · Miscellaneous Expenses	-8,342.50
TOTAL					-8,342.50
	07/22/2020	MN Dept. of Revenue	2397944	10000 · Bank of the West Checking	
			2397944	21300 · State Withholding	-121.00
TOTAL					-121.00
	08/05/2020	MN Dept. of Revenue	2397944	10000 · Bank of the West Checking	
			2397944	21300 · State Withholding	-121.00
TOTAL					-121.00
20766	08/10/2020	MN PEIP		10000 · Bank of the West Checking	
				52200 · Fringe Benefits	-1,874.38
TOTAL					-1,874.38
20768	08/13/2020	MN PEIP		10000 · Bank of the West Checking	
			Troy	Health Insurance Expense	-363.70
			Wendy	Health Insurance Expense	-363.70
				Health Insurance Payable	-92.24
				21700 · Non-employee Sponsored Premiums	-1,054.74
TOTAL					-1,874.38
	07/31/2020	Mn State Retirement System		10000 · Bank of the West Checking	
				51700 · Deferred Compensation	-150.00
TOTAL					-150.00

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Num	Date	Name	Memo	Account	Paid Amount
	08/17/2020	Mn State Retirement System		10000 · Bank of the West Checking	
				51700 · Deferred Compensation	-150 00
TOTAL					-150 00
20784	08/20/2020	Morris & Associates		10000 · Bank of the West Checking	
			General Fund- July	51100 · Accounting Services	-420 00
			Project Team - Bois de Sioux Direct/Dora..	51100 · Accounting Services	-62 00
TOTAL					-482 00
20793	08/20/2020	Ohnstad Twichell, PC	187025	10000 · Bank of the West Checking	
			169883 JD#11 REPAIR	52600 · Legal Fees	-1,422 80
			169884 BUFFER ORDINANCE	51020 · Buffers	-1,920 00
			169885 LTWQIP	52600 · Legal Fees	-4,538 00
			169894 REDPATH PROJECT	52600 · Legal Fees	-4,459 57
			169911 GENERAL LEGAL WORK	52600 · Legal Fees	-2,603 85
			169913 GENERAL LEGAL WORK	52600 · Legal Fees	-2,706 58
			169912 5 MILE CREEK	52600 · Legal Fees	-40 00
TOTAL					-17,690 80
20785	08/20/2020	Olson Tile & Excavating, LLC	738	10000 · Bank of the West Checking	
			WASHOUT REPAIR	54100 · Repairs and Maintenance	-330 00
TOTAL					-330 00
20758	08/10/2020	Ottertail Power Company		10000 · Bank of the West Checking	
			ELECTRICITY	53430 · Electricity	-156 46
TOTAL					-156 46
20787	08/20/2020	Persing Mowing	10	10000 · Bank of the West Checking	
			4/30/2020-7/6/2020 MOWING	53410 · Yard Maintenance	-350 00
TOTAL					-350 00
20760	08/10/2020	Pitney Bowes	0017129111	10000 · Bank of the West Checking	
			POSTAGE MACHINE LEASE	52100 · Equipment Lease & Rental	-150 69
TOTAL					-150 69
20761	08/10/2020	Pitney Bowes-Reserve Account		10000 · Bank of the West Checking	
			PREPAID POSTAGE	53610 · Postage	-300 00
TOTAL					-300 00
	07/30/2020	QuickBooks Payroll Service	Created by Payroll Service on 07/29/2020	10000 · Bank of the West Checking	
		QuickBooks Payroll Service	Fee for 3 direct deposit(s) at \$1.75 each	53700 · Payroll Expenses	-5 25
			Created by Payroll Service on 07/29/2020	2110 · Direct Deposit Liabilities	-2,761 92
TOTAL					-2,767 17
	08/14/2020	QuickBooks Payroll Service	Created by Payroll Service on 08/13/2020	10000 · Bank of the West Checking	
		QuickBooks Payroll Service	Fee for 2 direct deposit(s) at \$1.75 each	53700 · Payroll Expenses	-3 50
			Created by Payroll Service on 08/13/2020	2110 · Direct Deposit Liabilities	-2,708 59
TOTAL					-2,712 09
20788	08/20/2020	Riley Bros Const, Inc.	Contract T-19139 / Invoice P31347	10000 · Bank of the West Checking	
			REPAIR DRIVEWAY	53890 · Contracted Repairs and Maintena	-7,870 00
TOTAL					-7,870 00
20763	08/10/2020	Robert and Patricia McAloney		10000 · Bank of the West Checking	
			PERMANENT CHANNEL EASEMENT	52520 · ROW	-4,848 00
			PERMANENT BACKSLOPE EASEMENT	52520 · ROW	-356 00
TOTAL					-5,204 00

10:12 AM
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Bois de Sioux Watershed District
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Num	Date	Name	Memo	Account	Paid Amount
20789	08/20/2020	RRWMB		10000 · Bank of the West Checking	
			PORTION OF PROPERTY TAXES FOR ...	54225 · Transfer of Funds RRWMB	-24.71
TOTAL					-24.71
20762	08/10/2020	Runestone Telecom Assoc.	0026658-8 / 10432087	10000 · Bank of the West Checking	
			INTERNET & EMAIL	53440 · Utility Expense	-120.95
TOTAL					-120.95
20790	08/20/2020	Sag's Hardware Hank, Inc.	4185	10000 · Bank of the West Checking	
			PLIERS & GLOVES	53500 · Office Supplies	-26.98
TOTAL					-26.98
20757	07/31/2020	Star Bank		10000 · Bank of the West Checking	
				21400 · HSA Withholding	-250.00
TOTAL					-250.00
20770	08/17/2020	Star Bank		10000 · Bank of the West Checking	
				21400 · HSA Withholding	-250.00
TOTAL					-250.00
20791	08/20/2020	Sturdevant's Auto Parts	461102 / 46-786840	10000 · Bank of the West Checking	
			GLOVES	53500 · Office Supplies	-13.55
TOTAL					-13.55
	07/31/2020	Sullivan, Wendy M	Direct Deposit	10000 · Bank of the West Checking	
			Direct Deposit	54700 · Wages and Salaries	-1,336.80
			Direct Deposit	54700 · Wages and Salaries	-121.53
			Direct Deposit	21200 · PERA Withholding	94.79
			Direct Deposit	53710 · PERA Expense	-109.37
			Direct Deposit	21200 · PERA Withholding	109.37
			Direct Deposit	21700 · Non-employee Sponsored Premiums	327.33
			Direct Deposit	Health Insurance Payable	46.12
			Direct Deposit	21400 · HSA Withholding	250.00
			Direct Deposit	53800 · Payroll Taxes	-51.76
			Direct Deposit	21100 · Social Security Withholding	51.76
			Direct Deposit	21100 · Social Security Withholding	51.76
			Direct Deposit	53800 · Payroll Taxes	-12.11
			Direct Deposit	21000 · Medicare Withholding	12.11
			Direct Deposit	21000 · Medicare Withholding	12.11
			Direct Deposit	2110 · Direct Deposit Liabilities	676.22
TOTAL					0.00
	08/17/2020	Sullivan, Wendy M	Direct Deposit	10000 · Bank of the West Checking	
			Direct Deposit	54700 · Wages and Salaries	-1,367.18
			Direct Deposit	54700 · Wages and Salaries	-54.69
			Direct Deposit	54700 · Wages and Salaries	-36.46
			Direct Deposit	21200 · PERA Withholding	94.79
			Direct Deposit	53710 · PERA Expense	-109.37
			Direct Deposit	21200 · PERA Withholding	109.37
			Direct Deposit	21700 · Non-employee Sponsored Premiums	327.33
			Direct Deposit	Health Insurance Payable	46.12
			Direct Deposit	21400 · HSA Withholding	250.00
			Direct Deposit	53800 · Payroll Taxes	-51.76
			Direct Deposit	21100 · Social Security Withholding	51.76
			Direct Deposit	21100 · Social Security Withholding	51.76
			Direct Deposit	53800 · Payroll Taxes	-12.11
			Direct Deposit	21000 · Medicare Withholding	12.11
			Direct Deposit	21000 · Medicare Withholding	12.11
			Direct Deposit	2110 · Direct Deposit Liabilities	676.22
TOTAL					0.00
20773	08/20/2020	The Chokio Review		10000 · Bank of the West Checking	
			LTWQIP	51500 · Advertising Expense	-185.00
TOTAL					-185.00

10:12 AM
08/14/20

Bois de Sioux Watershed District
JB CHECKS TO APPROVE NEW
July 17 through August 20, 2020

Num	Date	Name	Memo	Account	Paid Amount
20780	08/20/2020	The Grant County Herald		10000 · Bank of the West Checking	
			LTWQIP	51500 Advertising Expense	-350.00
TOTAL					-350.00
20786	08/20/2020	The Ortonville Independent/Northern Star	56132	10000 · Bank of the West Checking	
			LTWQIP	51500 Advertising Expense	-131.25
TOTAL					-131.25
20764	08/10/2020	Traverse Electric	MONTHLY & 10879	10000 · Bank of the West Checking	
			REDPATH SHED	53430 Electricity	-42.75
TOTAL					-42.75
20792	08/20/2020	Tri County Coop	059988	10000 · Bank of the West Checking	
			VEHICLE GAS	54400 Vehicle Fuel	-202.60
TOTAL					-202.60
20794	08/20/2020	Xerox Corporation	010966145 / 717955900	10000 · Bank of the West Checking	
			COPIER LEASE	52100 · Equipment Lease & Rental	-302.63
TOTAL					-302.63

**Bois de Sioux Watershed District
JB CHECKS TO APPROVE NEW**

August 19, 2020

Num	Date	Name	Memo	Account	Paid Amount
20798	08/19/2020	Daily News / News Monitor		10000 · Bank of the West Checking	
			BUDGET HEARING	51500 · Advertising Expense	-114.84
TOTAL					-114.84
20801	08/19/2020	Jamie Beyer		10000 · Bank of the West Checking	
			WEEK ENDING 7/17/20	51300 · Administration Expense	-1,360.00
			WEEK ENDING 7/24/20	51300 · Administration Expense	-110.00
			WEEK ENDING 7/31/20	51300 · Administration Expense	-920.00
			WEEK ENDING 8/7/20	51300 · Administration Expense	-1,270.00
			WEEK ENDING 8/14/20	53100 · Mileage Expense Staff	-1,260.00
TOTAL					-4,920.00
20797	08/19/2020	MARGARET J. SCHNEIDER LLLP		10000 · Bank of the West Checking	
			PERMANENT CHANNEL EASEMENT	52520 · ROW	-46,704.00
			PERMANENT BACKSLOPE EASEMENT	52520 · ROW	-4,100.00
TOTAL					-50,804.00
20796	08/19/2020	Moore Engineering, Inc.		10000 · Bank of the West Checking	
			JD #11 REPAIRS	51900 · Engineering Services	-812.50
			GENERAL SERVICES	51900 · Engineering Services	-370.00
			DITCH INSPECTION SERVICES	51900 · Engineering Services	-387.50
			REDPATH PROJECT	51900 · Engineering Services	-697.50
			REDPATH PROJECT	51900 · Engineering Services	-46,347.06
			MUSTINKA RIVER CORRIDOR	51900 · Engineering Services	-90.00
			LTWQIP	51900 · Engineering Services	-900.00
			1W1PLAN MEETINGS	51900 · Engineering Services	-1,887.50
			WCD 9 IMPROVEMENTS	51900 · Engineering Services	-15,439.30
			JD # 6 REPAIRS	51900 · Engineering Services	-1,115.00
			WCD #18	51900 · Engineering Services	-402.50
			TILE PERMITS	50400 · Tile Drainage	-2,147.50
			SURFACE PERMITS	50500 · Surface Drainage	-2,317.50
			COMPLAINT INVESTIGATIONS	50600 · Permit Investigations	-432.50
			STREAM GAUGING	50100 · Stream Gaging Expense	-77.50
			LTWQIP	51900 · Engineering Services	-13,690.00
			REPAIRS	51900 · Engineering Services	-26,223.65
			PERMIT APP	51900 · Engineering Services	-77.50
			CLEANOUT AND STAKING	51900 · Engineering Services	-1,033.85
			CLEANOUT AND STAKING	51900 · Engineering Services	-1,189.50
TOTAL					-115,638.36
20802	08/19/2020	Moore Engineering, Inc.	#24514	10000 · Bank of the West Checking	
			BIG LAKE EAW	51900 · Engineering Services	-23,765.00
TOTAL					-23,765.00
20799	08/19/2020	Neu Real Estate		10000 · Bank of the West Checking	
			APPRAISALS	53200 · Miscellaneous Expenses	-9,000.00
TOTAL					-9,000.00
20800	08/19/2020	Whaley Excavating, Inc.		10000 · Bank of the West Checking	
			REMOVING DAMS AND POSTS	54100 · Repairs and Maintenance	-165.00
			REMOVE BEAVER DAMS	53910 · Nuisance Beaver Control	-160.00
			REMOVE BEAVER DAMS	53910 · Nuisance Beaver Control	-560.00
			EXCAVATION	54100 · Repairs and Maintenance	-11,812.50
TOTAL					-12,697.50

TREASURER'S REPORT
JULY 2020

BANK ACCOUNT BALANCES FROM BANK STATEMENTS

Bank of the West - Checking: Mixed	\$ 2,902,579.24
Bremer Bank - Checking	\$ 2,410.00
Bremer Bank - Money Market	\$ 5,489,939.94
Bremer Bank CD's	\$ 1,720,000.00
END OF MONTH AMOUNT IN BANK ACCOUNTS:	\$ 10,114,929.18

ACCOUNTING FUND BALANCES FROM QUICKBOOKS

	Beginning Balance from Quickbooks 12/31/2019	2020 YTD Revenue 7/31/2020	2020 YTD Expenses 7/31/2020	Current Fund Balance 7/31/2020	Troy, if nothing else was done, EOY
Payroll Liabilities	0.00	418.71	0.00	418.71	
General Fund(*)	283,100.50	145,059.77	(209,172.86)	218,987.41	
Ditch Fund					
Total BdSWD #3	87,807.61	0.00	(1,384.93)	86,422.68	86,422.68
Total JCD #2	141,675.30	6,168.01	(2,415.28)	145,428.03	151,567.03
Total JCD #3	23,779.58	1,822.82	(181.34)	25,421.06	26,348.24
Total JCD #6	(64,125.11)	10,571.83	(4,969.75)	(58,523.03)	-50,094.86
Total JCD #7	6,873.10	4,142.92	0.00	11,016.02	15,873.10
Total JCD #11	(214,063.62)	864,260.60	(799,818.94)	(149,621.96)	-145,813.96
Total JCD #12	120,120.83	59,651.31	(7,942.05)	171,830.09	186,818.59
Total JCD #14	(363,402.18)	94,548.18	(3,315.00)	(272,169.00)	-243,787.62
Total TCD #1E	31,808.41	2,567.74	(527.79)	33,848.36	35,680.62
Total TCD #1W	27,372.19	5,250.33	(455.51)	32,167.01	34,442.01
Total TCD #2	32,552.22	3,197.60	(14,212.28)	21,537.54	23,339.94
Total TCD #4	(12,994.73)	23,755.23	0.00	10,760.50	29,416.23
Total TCD #7	651.30	9,211.47	(308.00)	9,554.77	12,183.30
Total TCD #8	(11,725.91)	8,101.17	(8,090.61)	(11,715.35)	-9,735.35
Total TCD #9	17,497.10	1,906.39	(557.48)	18,846.01	19,546.01
Total TCD #10	7,247.85	3,611.59	(16.24)	10,843.20	14,722.61
Total TCD #11	27,283.41	14,406.10	0.00	41,689.51	54,822.03
Total TCD #13	3,892.34	1,659.74	0.00	5,552.08	7,992.34
Total TCD #15	2,612.59	845.45	(31.87)	3,426.17	3,600.72
Total TCD #16	(19,644.34)	7,411.14	0.00	(12,233.20)	-8,794.34
Total TCD #17	(39,516.06)	4,774.24	0.00	(34,741.82)	-31,456.06
Total TCD #18	(8,900.75)	3,040.85	0.00	(5,859.90)	-4,900.75
Total TCD #19	1,707.76	447.29	(19.57)	2,135.48	2,388.19
Total TCD #20	(5,125.32)	2,660.66	0.00	(2,464.66)	-625.32
Total TCD #22	(12,216.93)	1,965.00	0.00	(10,251.93)	-8,516.93
Total TCD #23	(101,271.55)	16,047.63	(965.50)	(86,189.42)	-82,489.42
Total TCD #24	1,535.61	4,434.24	(4,115.49)	1,854.36	4,156.86
Total TCD #26	7,407.15	2,650.09	(77.91)	9,979.33	12,099.24
Total TCD #27	(52,427.90)	9,538.90	(3,436.63)	(46,325.63)	-42,264.53
Total TCD #28	(6,406.80)	4,718.48	(399.00)	(2,087.32)	-105.80
Total TCD #29	6,665.18	1,563.90	(138.75)	8,090.33	11,558.51
Total TCD #30	(22,622.50)	5,996.64	0.00	(16,625.86)	-13,022.50
Total TCD #31	(692.25)	4,820.44	0.00	4,128.19	7,307.75
Total TCD #32	2,601.22	1,157.94	(7.40)	3,751.76	4,493.82
Total TCD #33	11,197.70	876.87	(166.44)	11,908.13	12,431.26
Total TCD #35	9,613.64	1,898.83	(122.66)	11,389.81	12,090.98
Total TCD #36	314.17	1,904.66	0.00	2,218.83	3,614.17

Total TCD #37	(449,717.47)	39,028.74	(5,730.00)	(416,418.73)	-415,067.47
Total TCD #38	15,889.67	1,624.74	(219.91)	17,294.50	18,169.76
Total TCD #39	4,083.44	523.88	(73.47)	4,533.85	6,409.43
Total TCD #40	7,894.01	4,094.51	(243.69)	11,744.83	15,531.78
Total TCD #41	(82,153.71)	13,486.31	(519.50)	(69,186.90)	-53,891.63
Total TCD #42	(9,238.70)	11,928.04	(907.43)	1,781.91	9,134.29
Total TCD #43	8,921.73	3,167.31	(1,827.00)	10,262.04	25,915.17
Total TCD #44	(28,959.13)	17,142.51	(5,171.20)	(16,987.82)	1,708.63
Total TCD #46	8,766.00	1,690.70	(110.05)	10,346.65	10,955.95
Total TCD #48	(16,617.91)	1,801.87	0.00	(14,816.04)	-13,217.91
Total TCD #50	2,271.58	123.05	(33.21)	2,361.42	2,438.37
Total TCD #51	(309.98)	11,929.80	(1,035.38)	10,584.44	17,254.64
Total TCD #52	(846.98)	15,833.34	(27,113.17)	(12,126.81)	-1,241.19
Total TCD #53	48,782.95	4,728.90	(671.70)	52,840.15	58,576.21
Total TCD #55	(1,093.69)	1,956.70	0.00	863.01	1,606.31
Total TCD #Sub-1	19,418.57	6,247.82	(230.88)	25,435.51	30,187.69
Total WCD #8	94,346.71	0.79	(5,919.86)	88,427.64	88,427.64
Total WCD #9	913,571.67	8,692.60	(77,583.31)	844,680.96	851,914.32
Total WCD #18	(22,167.95)	10,832.84	0.00	(11,335.11)	-4,867.95
Total WCD #20	(11,842.78)	10,569.32	0.00	(1,273.46)	4,007.22
Total WCD #25	26,826.41	3,387.56	(343.88)	29,870.09	32,982.53
Total WCD #35	25,356.26	2,281.47	(337.78)	27,299.95	28,918.48
Total WCD #39	17,266.56	1,878.37	(219.09)	18,925.84	20,547.47
Total Ditch Fund - Other	0.00	0.00	(9,017.58)	(9,017.58)	-9,017.58
Total Ditch Fund	207,527.57	1,364,537.45	(990,984.51)	581,080.51	581,080.51

Construction Fund(*)	7,984,340.22	3,288,968.30	(2,108,908.44)	9,164,400.08
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RRWMB Fund	14,069.01	468,975.72	(483,020.01)	24.72
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TOTAL Funds	8,489,037.30	5,267,959.95	(3,792,085.82)	9,964,911.43
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RECONCILE BANK STATEMENTS TO QUICKBOOKS

Bank Statement Total From Top:	10,114,929.18
Enter Quickbooks Bank Account Balance Total Assets:	9,964,911.43
+ Enter Uncleared Transactions:	150,017.75
- Uncleared Transactions dated next month:	0.00
Quickbooks Total:	10,114,929.18

Enter Quickbooks Total from Fund Balances Income/Expense Report:	9,964,492.72
Enter Quickbooks Total from Balance Sheet Current Payroll Liabilities:	418.71
Total:	9,964,911.43
Enter Quickbooks Total Assets from Bank Balances Report:	9,964,911.43

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

2020

	Jan - Dec 20	Budget
Income		
39501 · FEMA/HSEM 2019	1,659.04	
42000 · General Property Taxes	143,157.57	250,000.00
45000 · Miscellaneous Income	243.16	
49000 · Project Administration	0.00	170,600.00
Total Income	<u>145,059.77</u>	<u>420,600.00</u>
Gross Profit	145,059.77	420,600.00
Expense		
51000 · Annual Report	1,735.00	1,200.00
55130 · Website	571.20	1,200.00
55140 · Mileage Expense Advisory Com	71.30	150.00
59150 · Education	0.00	
51100 · Accounting Services	16,695.00	40,000.00
51300 · Administration Expense	35,345.77	50,000.00
51500 · Advertising Expense	1,034.48	2,600.00
51600 · Building and Structures	367.00	500.00
51800 · District Insurance & Dues	8,359.00	28,700.00
51900 · Engineering Services	7,530.00	15,000.00
52100 · Equipment Lease & Rental	3,181.30	5,500.00
52200 · Fringe Benefits	6,966.28	12,500.00
52600 · Legal Fees	17,037.71	44,000.00
52700 · Manager Compensation	15,000.00	42,000.00
52800 · Meeting Expense	1,896.84	7,500.00
52900 · Mileage Expense Board	2,462.27	7,000.00
53100 · Mileage Expense Staff	1,130.18	500.00
53200 · Miscellaneous Expenses	6,991.73	2,500.00
53300 · Office Equip & Furniture	810.92	1,000.00
53400 · Office Operations	7,028.23	12,000.00
53500 · Office Supplies	2,396.58	3,200.00
53600 · Other Supplies	1,381.34	3,500.00
53700 · Payroll Expenses	5,138.10	8,800.00
53800 · Payroll Taxes	5,292.53	9,300.00
54100 · Repairs and Maintenance	8,466.26	1,500.00
54400 · Vehicle Fuel	1,277.32	3,000.00
54500 · Vehicle Maint & Repair	837.10	1,500.00
54600 · Viewers Expense	0.00	150.00
54700 · Wages and Salaries	68,445.97	115,800.00
Total Expense	<u>227,449.41</u>	<u>420,600.00</u>
Net Income	<u><u>-82,389.64</u></u>	<u><u>0.00</u></u>

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

2020

	Jan - Dec 20	Budget
Income		
44500 · Project Grant	168,388.00	
39501 · FEMA/HSEM 2019	6,354.50	
41100 · Riparian Aid MN DOR	66,989.00	120,000.00
Investment Income	32,045.79	60,000.00
41300 · Doran Creek Project Income	1,008.00	
47100 · Storage Building Rental Income	0.00	1,000.00
45100 · Redpath Project Income	102,281.40	
42000 · General Property Taxes	468,975.72	816,032.41
44000 · Land Rental Income	815,693.91	700,000.00
45500 · Land Sale	1,530,000.00	
45000 · Miscellaneous Income	1,275.66	1,500.00
Overall Plan Income-BWSR/State	108,752.00	135,940.00
49100 · Project Team Income	170.50	
Total Income	3,301,934.48	1,834,472.41
Gross Profit	3,301,934.48	1,834,472.41
Expense		
51675 · Clean Water Cost Share Policy	0.00	235,000.00
51670 · Culvert Szng Cost Share Policy	0.00	144,000.00
51020 · Buffers	5,347.96	148,540.00
50100 · Stream Gaging Expense	2,192.50	45,000.00
Permits	47,108.50	90,000.00
51010 · Boundary Redetermination	0.00	1,750.00
55120 · Culvert Inventory	0.00	500.00
51100 · Accounting Services	2,564.00	9,500.00
51300 · Administration Expense	0.00	60,000.00
51400 · River Watch/Expense	1,173.60	6,200.00
51500 · Advertising Expense	6,170.22	7,000.00
51900 · Engineering Services	720,629.38	667,732.41
52100 · Equipment Lease & Rental	0.00	700.00
52500 · Land	1,062,546.69	6,000.00
52600 · Legal Fees	77,050.51	70,000.00
52700 · Manager Compensation	0.00	3,000.00
52800 · Meeting Expense	170.00	1,500.00
52900 · Mileage Expense Board	0.00	150.00
53100 · Mileage Expense Staff	0.00	500.00
53200 · Miscellaneous Expenses	9,177.50	2,700.00
53300 · Office Equip & Furniture	0.00	1,000.00
53400 · Office Operations	1,127.50	1,500.00
53500 · Office Supplies	505.58	900.00
53600 · Other Supplies	57.75	100.00
53650 · Overall Plan	79,164.41	180,900.00
53900 · Property Taxes	116,788.56	127,300.00
54100 · Repairs and Maintenance	1,233.22	22,000.00
54400 · Vehicle Fuel	70.00	500.00
54500 · Vehicle Maint & Repair	0.00	500.00
Total Expense	2,133,077.88	1,834,472.41
Net Income	1,168,856.60	0.00

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08/13/20

Cash Basis

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

2020

	<u>Jan - Dec 20</u>	<u>Budget</u>
Income		
39501 · FEMA/HSEM 2019	99,474.98	
20500 · Intergovernmental Revenue	619,466.82	1,877,954.00
Ditch Revenues	627,571.74	1,158,349.00
45000 · Miscellaneous Income	4,089.15	
49300 · State Credits & Ag M H Credits	0.00	0.00
49400 · Transfer In	13,934.76	327,000.00
Total Income	<u>1,364,537.45</u>	<u>3,363,303.00</u>
Gross Profit	1,364,537.45	3,363,303.00
Expense		
51500 · Advertising Expense	3,063.76	
51900 · Engineering Services	256,748.25	565,500.00
52500 · Land	405,632.00	507,300.00
52600 · Legal Fees	63,248.13	65,000.00
52800 · Meeting Expense	70.00	
53200 · Miscellaneous Expenses	567.61	38,800.00
53300 · Office Equip & Furniture	1,648.48	
53500 · Office Supplies	53.44	
53600 · Other Supplies	0.00	
53650 · Overall Plan	300.00	
54100 · Repairs and Maintenance	279,978.21	2,161,703.00
54950 · Transfer Out	13,934.76	
54600 · Viewers Expense	2,586.17	25,000.00
Total Expense	<u>1,027,830.81</u>	<u>3,363,303.00</u>
Net Income	<u><u>336,706.64</u></u>	<u><u>0.00</u></u>

**BOIS DE SIOUX WATERSHED DISTRICT
BOARD MEETING MINUTES
July 16, 2020**

- CALL TO ORDER** The meeting was called to order by President Vavra at 8:10 a.m. via conference call and screenshare pursuant to Minn. Stat. § 13D.021. Present in the District Office: Linda Vavra, Doug Dahlen, Jerome Deal, Scott Gillespie, and Allen Wold. Joined remotely: Jason Beyer, Ben Brutlag, and John Kapphahn. Absent: Steven Schmidt. Also present remotely: Engineer Chad Engels, Engineer James Guler, Engineer Technician Troy Fridgen, Attorney Lukas Croaker, and Administrator Jamie Beyer.
- ROLL CALL VOTE** President Vavra stated that, because this meeting was being held by conference call and screenshare, all votes would be taken by roll call.
- AGENDA** Gillespie motioned, seconded by Wold to approve the agenda with the following changes: added Permit #20-0079 Doug Olson; JD #11 Pay Application, Work Directive, and Change Order No. 1; Petition to be Removed from WCD #9; TCD #37 Interest Rate Transfer; Big Lake EAW. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.
- CONFLICTS OF INTEREST** No conflicts of interest were declared.
- CONSENT AGENDA** Gillespie motioned, seconded by Dahlen to approve the Consent Agenda. Roll call vote: Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.
- PUBLIC COMMENT** The meeting was opened for public comment. No public comment was presented.
- PERMIT APP #20-063
A. DEAL** The permit application was brought before the board because a portion of the proposed project will cross a subwatershed boundary for acres in the W1/2 of the SW1/4 of Section 12 of East Lake Township in Traverse County (although the natural drainage ultimately discharges to the same location). Gillespie motioned, seconded by Wold, to waive the prohibition to cross the subwatershed for this permit. Roll call vote: Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.
- PERMIT APP #20-072
D. OLSON** The permit application was brought before the board because 30 – 40 acres of the proposed project will cross a subwatershed boundary, bringing water through a ridge from the east to drain west. There is a control structure included in this project. Engineer Engels recommended that the permit be approved with a condition that the landowner obtain permission from ditch authority Grant County. Gillespie motioned, seconded by Dahlen, to approve the engineer’s recommendation. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.
- PERMIT APP #20-047
L. VIPOND** James Putnam submitted a petition requesting the NE of the SW1/4 of Section 17, Range 46, East Monson Township (128), Traverse County, be added to TCD #27. Deal motioned, seconded by Wold, to schedule a hearing on August 20, 2020. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.
- PETITION TO REMOVE PROPERTY
WCD #9
G. MAACK** Greg Maack submitted a petition requesting the N1/2 of the S1/2 of Section 1 of Champion Township, Wilkin County, be removed from WCD #9. Technician Fridgen verified that drainage from the parcel travels from east to west, but then heads south to WCD #20. Gillespie motioned, seconded by Dahlen to schedule a hearing on August 20, 2020. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.
- JD #11 UPDATE** Construction continues on JD #11. Engineering staff presented Change Order No. 1 which included Work Change Directive No. 1, for removal of a concrete slab, debris from a box culvert, hauling, and additional overhead power pole work at a cost of \$13,025.00. Gillespie motioned, seconded by Dahlen, to approve Change Order No. 1. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.

- JD #11 PAY APPLICATION NO. 1** Deal motioned, seconded by Beyer, to approve Pay Application No. 1 in the amount of \$172,920.60. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.
- JD #11 BOND REIMBURSEMENT NO. 2** Beyer motioned, seconded by Gillespie, to approve the Traverse County Bond Reimbursement Request #2 in the amount of \$135,580.17. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.
- NORTH OTTAWA EOR TECHNICAL MEMO & COMMITTEE** Kevin Biehn of EOR was available for questions about the North Ottawa Natural Resources Enhancement + Revenue Technical Memo. Board managers discussed the memo and the DNR’s Moist Soil Management Guide. The report includes a clarification on “moist” cells vs. “holding” cells, pointing-out that it would be impossible to establish prairie on holding cells. Deal motioned, seconded by Dahlen, to authorize Board Managers Beyer, Brutlag, Kapphahn, Wold and President Vavra to use the technical memo to put together a 10-Year Management Plan/Working Lands Agreement. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried. Technician Fridgen stated that incoming water is bypassing the closed gate for Cell B3, and that a significant repair must be made to the structure. Cell B3 was drained completely down, and there are now 3” cattails growing throughout the cell. Technician Fridgen spoke with neighbor Larry Schneeberger, who is willing to work the cell when it has dried-out, to kill the cattail growth. Aerial spraying will take place later this month to treat cattail growth in the A4 and B4 cells.
- JD #6** Grant applications for JD #6 will be submitted by Moore Engineering staff in August.
- WCD SUB-1** Board managers discussed the improvement of WCD Sub-1, which would include the replacement of a number of road crossings. Board Manager Beyer recommended that a written agreement be approved with Wilkin County as soon as possible. Attorney Croaker will contact the attorney for Wilkin County. Board managers discussed potential locations for a landowner meeting given accommodations recommended under the pandemic. Deal motioned, seconded by Dahlen, to authorize staff to coordinate landowner meetings off-site at minimal cost. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.
- LTWQIP NO. 1 ONLINE BID SYSTEM & BOULDERS** Authorization to advertise for Lake Traverse Water Quality Improvement Project No. 1 construction was approved at a prior meeting, but Engineer Engels emphasized that a construction contract will not be awarded until landowner purchase agreements are signed. Attorney Croaker stated that the agreements should be signed before, or during, the month of August. Engineer Guler relayed the positive response they have received from users of their online bid submittal and bid opening services. Attorney Croaker added that several of his clients are using similar services; board managers expressed support for the use of this system. Engineering staff have collected price information from a local boulder supplier, and Board Manager Kapphahn spoke with the supplier about availability. Kapphahn motioned, seconded by Gillespie, to authorize the purchase and delivery of project boulders. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.
- DORAN CREEK LANDOWNER MEETING** Engineering staff recommended a meeting with Doran Creek landowners to discuss flood mitigation project options. Deal motioned, seconded by Wold, to authorize a landowner meeting in conjunction with the WCD Sub-1 landowner meeting, if possible. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.
- REDPATH LAND ACQUISITION** Closing is scheduled for July 17th with Tenco Farms. Attorney Croaker presented a Farm Lease Agreement to lease back the 11.19 acres to Tenco Farms. Gillespie motioned, seconded by Dahlen and carried unanimously, to approve the lease. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried. Closing with the Bartells Family is being arranged. The Mathias land purchase is on hold until a personal representative is designated for the estate of the late Mr. Richard Mathias, which could happen next week.
- CONSTRUCTION CONTRACT COMMITTEE** Board managers discussed the establishment of a Construction Contract Committee. Engineer Engels relayed support for the committee, who could vet change order details and construction project issues prior to submission to the board for approval. President Vavra stated that the president serves on every committee, and is responsible for assigning committee members. Board Manager Beyer suggested that one committee member be designated from the county in which the current construction project is located. Kapphahn motioned, seconded by Deal, to establish the Construction Contract Committee. Roll call vote: Deal – aye,

Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.

SWCD COVER CROP PROGRAM

Board managers reviewed the SWCD Cover Crop Funding Agreement drafted by Attorney Croaker. The contract includes a requirement that the SWCD report program outcomes by the end of the contract term. Administrator Beyer relayed interest from Stevens County SWCD, who asked if the funds could be renewed for a 5-year term. Gillespie motioned, seconded by Deal, to include a clause that the contract can be renewed automatically for two additional one-year terms. Board Manager Kapphahn stated that a successful cover crop program must be more than one year in duration. Gillespie recounted consequences for water quality: increasing water holding capacity of soil and reducing erosion and sediment contribution. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Kapphahn – aye, Vavra – aye. Motion carried.

SCHANDER RING DIKE

Technician Fridgen reported that there has been progress towards improved drainage for Landowner Robin Abel, following a complaint that a ring dike burrow pit constructed on property adjacent to his. Based on a hydraulic study funded and coordinated by the District, culverts sizes were recommended to the Wilkin County Highway Department, who replaced them. The culverts were also lowered 18"; field entrance culverts were also lowered. Landowners are also cleaning portion of an adjacent private ditch.

KAPPAHAN LEAVES

Board Manager Kapphahn left the meeting.

DRAINAGE WORKGROUP

Board Managers Deal and Wold gave an update on the most recent meeting of the Drainage Workgroup, which included a presentation on bonding for drainage projects.

FLOOD DAMAGE REDUCTION WORK GROUP UPDATE

President Vavra gave an update on the Flood Damage Reduction Workgroup. The designated agriculture representative has resigned; the program coordinator has suggested that additional state employees be added, and that watersheds outside of the Red River Water Management Board coalition be represented. Board managers relayed the strong recommendation that greater effort be made to secure landowner representation on the committee, and commented that it does not seem to be the case that adding additional state agency representatives streamlines the funding process. President Vavra identified one difficulty in finding interested participants – mileage reimbursement and meeting per diems – the committee itself offers neither, so for district residents, participation is at their own cost. State employees receive mileage reimbursement and wages for participation.

MAWD UPDATE

President Vavra gave an update on recent MAWD meetings. The MAWD December conference has been cancelled, and no information has been released on how elections and resolutions will be dealt with.

STAFF SUPPORT

Board Manager Gillespie gave an update on the Personnel Committee, who recently reviewed District leave policies. Committee members relayed the importance of good health for the District's employees, as well as the importance for the continuation of services to taxpayers. Gillespie motioned, seconded by Dahlen, that based on the discretion of the District Administrator, additional support may be contracted if needed, in case of employee absence.

BIG LAKE EAW

Engineer Engels introduced the Environmental Assessment Worksheet for Big Lake. Overall, the plans are similar to an outlet project, with the purpose of drawing down Big Lake in preparation for spring flood season. The proposed operation is divided between two steps: a drawdown of 1 ½' in the fall, and 1 ½' after February 1st if there is at least 3" of precipitation in the snowpack at that time. This latter condition addresses concerns that Big Lake can recover water elevations (3" of precipitation in the snowpack will replace the drawdown), while simultaneously adding temporary flood storage. Engineering staff have several operational details yet to be determined.

2021 BUDGET & LEVY HEARINGS

Gillespie motioned, seconded by Dahlen, to hold a Public Hearing on the 2021 General Budget, Construction Fund, and the levies for the Drainage Ditch Systems during the next regularly scheduled board meeting at the District Office.

2020 BILLABLE RATES

Board managers reviewed the schedule of internal billable rates for 2020. Dahlen motioned, seconded by Deal, to approve the following billable rates, used by the District to account for work on individual drainage systems and construction projects, and for grant reporting: Administrator, \$74.70/hour; Office Manager, \$56.18/hour; Technician, \$81.75/hour. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Vavra – aye. Motion carried.

**TCD #37
INTEREST**

Administrator Beyer presented information on the fund for TCD #37, as covered in the December 19, 2019 board meeting, which had been charged a higher interest rate on its deficit balance in 2017 and 2018 than the 1% originally relayed to landowners, resulting in \$13,934.76 in interest paid from TCD #37 to the positive balance ditch funds. Gillespie motioned, seconded by Dahlen, to return the interest from the positive balance ditch funds to TCD #37. Roll call vote: Deal – aye, Wold – aye, Dahlen – aye, Gillespie – aye, Beyer – aye, Brutlag – aye, Vavra – aye. Motion carried.

The meeting was adjourned at 12:52 pm.

Linda Vavra, President Date: _____, 2020

Jamie Beyer, Administrator Date: _____, 2020



Bois de Sioux
Watershed District

704 Highway 75 South | Wheaton, MN 56296

Phone | 320.563.4185

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bdswd@runestone.net

NORTH OTTAWA
OPERATIONS & MAINTENANCE COMMITTEE MEETING MINUTES
Monday, August 10, 2020 at 9 AM

The purpose of the meeting was to discuss a 10-Year North Ottawa Impoundment operations and maintenance plan.

In Attendance: President Linda Vavra, Board Manager Allen Vold, Administrator Jamie Beyer and Landowner Dwight Veldhouse. Participating by phone: Board Manager John Kappahn, Board Manager Scott Gillespie, Board Manager Jason Beyer, Engineer Chad Engels, Technician Troy Fridgen.

Participants reviewed information provided in EOR's Technical Memo and the DNR's Moist Soil Management Guide, and put together the following recommendations for the framework for a 10-Year Working Lands Agreement.

CELL USAGE & ROTATION

Participants were asked whether the holding cell(s) should be rotated or designated. Based on this year's experience with B3, which is a first-year holding cell and experienced significant cattail growth, participants decided that the holding cell(s) should not be rotated, and that the best candidates are: A4, B4, and/or B3. Board Manager Wold expressed concern about sedimentation in the holding cell. Board Manager Beyer offered that side inlet culverts should be installed up-channel to catch sediment before it enters the Impoundment. The best crop cell candidates are: A1, A2, B1, B2. Crop mixes were discussed at length. Forage crops are limited by available markets. Alfalfa is the most common forage in the region, but alfalfa would be difficult to implement – as a perennial crop, it would require a 4 – 5 year minimum continuous lease. If the alfalfa crop were to be lost in Year 3, it is uncertain how the crop could be continued for the remaining lease term. Participants were hesitant to recommend long lease terms, having so few years of operation experience with North Ottawa – long leases restrict adaptive management flexibility. Participants offered corn silage with a cover crop as a viable alternative to alfalfa, the most common perennial crop.

Participants expressed support for research projects at the Impoundment.

ANTICIPATED EXPENSES

Landowner Dwight Veldhouse is pursuing facility improvements with the West Central FFA. Possibilities are wholly dependent upon the availability of funding, and include:

- Permanent Restroom Facility
- Blinds for Photographers
- Bike Kiosks and Paths
- Primitive Camping

Engineer Technician Troy Fridgen identified some of the likely repairs needed in the near future, to include interior cell ditching and collection channel ditch cleaning.

PROJECT TEAM

The DNR has requested establishment of a Project Team to provide input and management recommendations, committing one staff person. The Project Team will act in an advisory capacity, providing input and recommendations for the operations and management of the facility – persons with detailed knowledge about the facility, the region, and physical operations of cells will be sought. These recommendations will be considered for incorporation into the facility's Annual Operations and Maintenance Plan, and/or the 10-year Working Lands Agreement.

Meeting participants recommended that the Project Team membership include: Grant and Wilkin County Commissioners, neighboring landowners, and board managers. Administrative and engineering staff will support the Project Team.

Participants requested that the Project Team be composed of individuals with expertise in the following areas: operations, maintenance, and management of the facility.

CELL ACQUISITION

Participants were asked whether the following should be a priority in the acquisition process. The majority of participants responded that it should be a priority. The following table shows the results of the survey.

Statement	Yes	No
Acquire land for future expansion	85%	15%
Acquire land for future expansion	80%	20%
Acquire land for future expansion	75%	25%
Acquire land for future expansion	70%	30%
Acquire land for future expansion	65%	35%
Acquire land for future expansion	60%	40%
Acquire land for future expansion	55%	45%
Acquire land for future expansion	50%	50%
Acquire land for future expansion	45%	55%
Acquire land for future expansion	40%	60%
Acquire land for future expansion	35%	65%
Acquire land for future expansion	30%	70%
Acquire land for future expansion	25%	75%
Acquire land for future expansion	20%	80%
Acquire land for future expansion	15%	85%
Acquire land for future expansion	10%	90%
Acquire land for future expansion	5%	95%

ANTICIPATED EXPENSES

Participants were asked to estimate the anticipated expenses for the Project Team. The following table shows the results of the survey.

Expense Category	Estimated Amount
Salaries and Benefits	\$100,000
Travel	\$50,000
Printing	\$20,000
Other	\$30,000
Total	\$200,000

Participants were asked to estimate the anticipated expenses for the Project Team. The following table shows the results of the survey.

**BOIS DE SIOUX WATERSHED DISTRICT
BOARD MEETING MINUTES
August 12, 2020**

CALL TO ORDER The meeting was called to order by President Vavra at 7:00 a.m. via conference call and screenshare pursuant to Minn. Stat. § 13D.021. Joined remotely: Linda Vavra, Jason Beyer, Doug Dahlen, John Kapphahn, Steven Schmidt, and Allen Wold. Absent: Ben Brutlag, Jerome Deal, and Scott Gillespie. Also present remotely: Engineer Chad Engels, Engineer James Guler, Engineer Technician Troy Fridgen, and Attorney Lukas Croaker. Present in the District Office: Administrator Jamie Beyer.

WCD #9 The purpose of the meeting was to receive an update on the repair construction of Wilkin County Ditch #9, which is nearly complete. Excavation has been completed and culverts have been installed, but grass seeding has not been established in approximately 40% of the project. In some areas, grass seeding was washed away by a large summer storm; in other areas, grass has been established on the road side of the drainage ditch, but not on the field side. District Engineer Chad Engels, Contractor John Riley, and Seeding Subcontractor David Sherbrooke inspected the seeding, and discussed a plan to reseed, with each covering a portion of the cost.

CHANGE ORDER NO. 2 Change Order No. 2 was presented, in the amount of \$20,000, to reseed grass. Kapphahn motioned, seconded by Wold, to approve Change Order No. 2. Board managers discussed potential legal fees, difficulty with grass emergence and stands, and the above average precipitation in 2019 and summer 2020. Roll call vote: Beyer – aye; Dahlen – aye; Kapphahn – aye; Schmidt – aye; Wold – aye; Vavra – aye.

CHANGE ORDER NO. 3 Engineer Engels informed the board that a Change Order No. 3 will be presented at the next board meeting, and provided pictures of a box culvert that has impacted by significant erosion, possibly due to a combination of soil type change and cover conditions.

The meeting was adjourned at 7:18 am.

Linda Vavra, President

Date: _____, 2020

Jamie Beyer, Administrator

Date: _____, 2020

STATE OF MINNESOTA
Before the
BIOS DE SIOUX WATERSHED DISTRICT
SITTING AS THE DRAINAGE AUTHORITY FOR
Traverse County Ditch #27

In the Matter of:

**Order Authorizing the Use of
Traverse County Ditch #27 as an Outlet**

ORDER

WHEREAS, James Putnam (the “Petitioner”) filed Permit Application #20-047, attached as Exhibit A, with the Bois de Sioux Watershed District (the “District”) to construct and install a private drainage system, consisting of drainage tile system and/or ditching, that will outlet waters from the

A portion of Parcel #08-0085000: the NE of the SW1/4 of Section 17, Range 46, E Monson Township (128), Traverse County

(the “Property”) into Traverse County Ditch #27.

WHEREAS, under Minn. Stat. § 103E.401, before draining property into a legal drainage system, the property owner must first petition the drainage authority to obtain express authorization to use the drainage system as an outlet.

WHEREAS, the District received the PETITION FOR AUTHORITY TO USE Traverse County Ditch #27 AS AN OUTLET dated (the “Petition”) from the Petitioner, attached as Exhibit B, to drain the Property into Traverse County Ditch #27, as permitted under Minn. Stat. § 103E.401.

WHEREAS, upon filing of the Petition, the District scheduled a hearing for August 20, 2020 at 8:15 am at the District’s office located at 704 Highway 75 South, Wheaton, Minnesota 56296, and gave notice by mail and publication in conformance with Minn. Stat. § 103E.401.

WHEREAS, at the hearing on August 20, 2020 at 8:15 am, the District’s Board of Managers (the “Board”) was read Minn. Stat. § 103E.401, subd.4 and first considered the capacity of Traverse County Ditch #27 as an outlet.

WHEREAS, the District’s Engineer provided the Board with testimony that Traverse County Ditch #27 has sufficient capacity as an outlet for the acres in the Petition and it appears the drainage will not adversely affect Traverse County Ditch #27.

WHEREAS, the District’s Engineer provided the Board with the figures as to the amount spent per acre of assessed lands on Traverse County Ditch #27 since its establishment which was considered in establishing the outlet fee. The District’s Engineer was also directed to calculate a reasonable amount to be assessed as benefits, considering the amount assessed on the adjacent lands and the area involved in Permit Application #20-047.

WHEREAS, upon completion of testimony by the District’s Engineer, all those interested in testifying were given an opportunity to be heard.

WHEREAS, upon completion of testimony from those in attendance and the District's Engineer, the Board provided terms and conditions for the use of Traverse County Ditch #27 as an outlet and established the outlet fee for use of Traverse County Ditch #27.

NOW, THEREFORE, IT IS ORDERED THAT:

ORDER

Upon motion duly made by Manager _____, and seconded by Manager _____, and carried by requisite votes of the Board, it is hereby ordered, pursuant to Minn. Stat. § 103E.401, as follows:

1. The District's Engineer has concluded that there is sufficient capacity in Traverse County Ditch #27 for the acres proposed to be drained by the Petitioner's private drainage system to outlet into Traverse County Ditch #27.
2. The Petition is granted and the project described in Permit Application #20-047, located in the

A Portion of Parcel: 08-0085000

Description: the NE of the SW1/4 of Section 17, Range 46, E Monson Township (128), Traverse County

is hereby given the express authority to use Traverse County Ditch #27 as an outlet, subject to the following terms and conditions:

3. The Petitioner agrees to pay an outlet fee of **\$748.56**. The outlet fee must be paid before the Petitioner is permitted to construct or install the private drainage system authorized under Permit Application #20-047. Failure of the Petitioner to pay the outlet fee before construction or installation of the private drainage system commences may result in the Board taking legal action against the Petitioner.
4. The Petitioner agrees to pay the actual costs of the hearing, including hearing notices, in the amount of **\$352.50** before construction or installation of the private drainage system.
5. Benefits are hereby set at **\$150.00**.
6. The Petitioner acknowledges that the Property is liable for assessments levied after approval of this Order as if the benefits had been determined in the order establishing the drainage system.

Dated: _____

Linda Vavra, President

Dated: _____

Jamie Beyer, Administrator

STATE OF MINNESOTA
Before the
Bois de Sioux Watershed District
SITTING AS THE DRAINAGE AUTHORITY FOR
Wilkin County Ditch No. 9

In the Matter of:

**the Removal of Property from
 Wilkin County Ditch No. 9**

**PETITION FOR REMOVAL OF
 PROPERTY FROM
 WILKIN COUNTY DITCH NO. 9**

Pursuant to Minn. Stat. § 103E.805, Greg Maack (the "Petitioner"), seeks to remove benefited property from the Wilkin County Ditch No. 9 drainage system. For the Petition, the undersigned Petitioner states and alleges the following:

- The Petitioners are the owners of the following described real property currently within the benefitted area of Wilkin County Ditch No. 9:

Property Description	Property Owner	Address
N1/2 OF S1/2 ACRES 160: NE SE Quarter-Quarter NW SE Quarter-Quarter NE SW Quarter-Quarter NW SW Quarter-Quarter	Greg Maack	2661 Highway 210 Breckenridge, MN 56520

[*Note:* It is helpful if this Petition describes the circumstances that would support a decision of the Bois de Sioux Watershed District Board of Managers to grant this Petition to remove the property from WCD #9. The burden is on the **Petitioners** to demonstrate that the factors provided under Minn. Stat. § 103E.805, subd. 3(b) support granting this Petition.]

- Waters from the Petitioner's properties described above have been diverted from the drainage system. The Petitioner's property cannot significantly or regularly use the drainage system.
Provide further explanation supporting this conclusion:

The water from section 1 champion S 1/2 has been surveyed and tiled and all water flows south into the ditch on south side between section 1 and 12

- The Petitioner's property described above is not benefited by the drainage system.
Provide further explanation supporting this conclusion:

There is a big Ridge that goes between the South 1/2 and North 1/2 of section 1 making it impossible for any of the water on S 1/2 to get to the Ditch No 9

4. Removing the Petitioner's property from the drainage system will not prejudice the property owners and property remaining in the drainage system.
Provide further explanation supporting this conclusion:

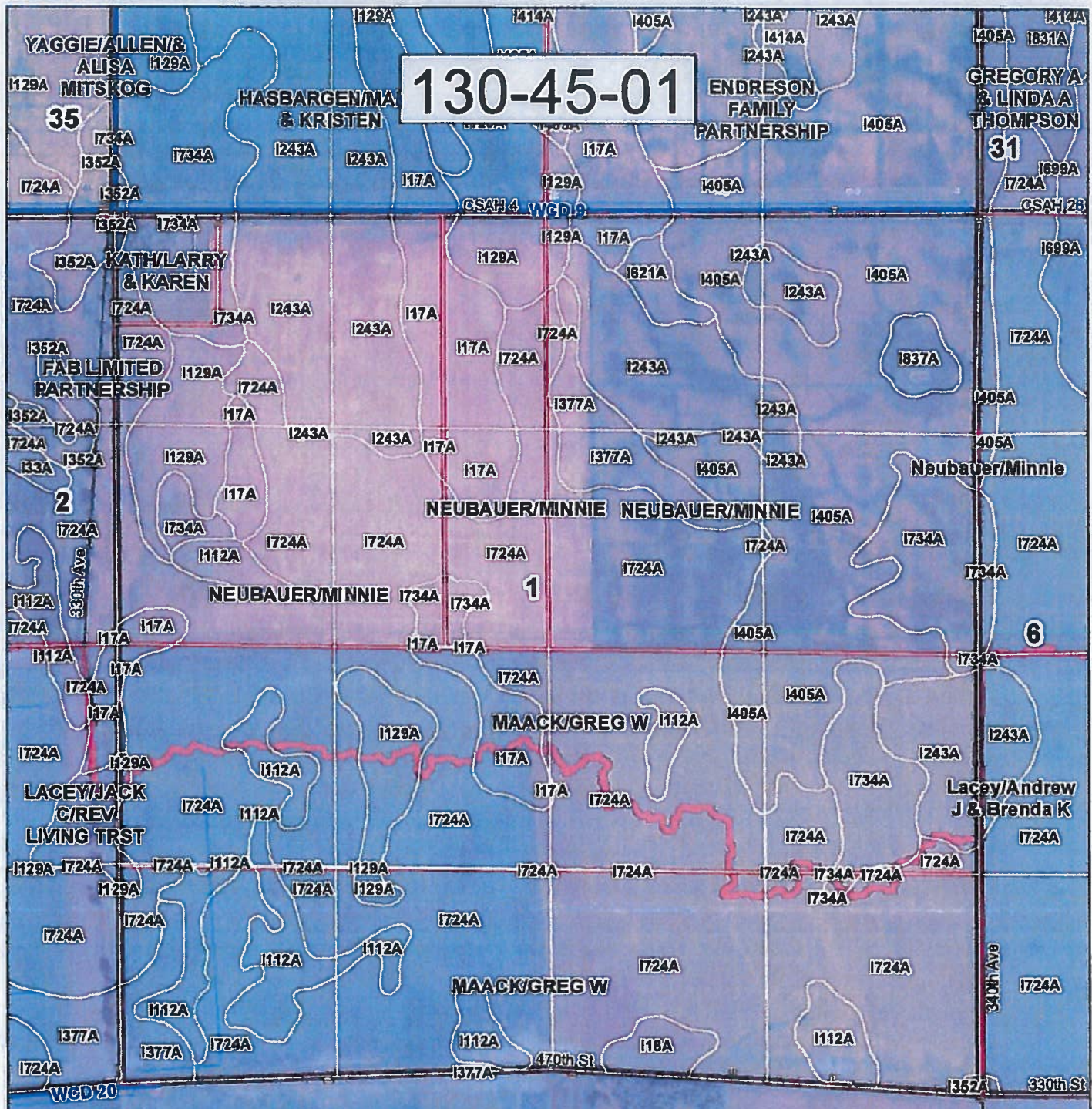
5. To the best of the Petitioner's knowledge, there are no outstanding drainage liens or assessments on the property related to the drainage system.
6. This Petition may be signed in counterparts.

Respectfully submitted this 15 day of July, 2020.

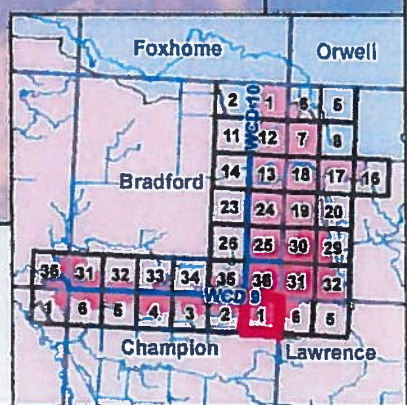

Owner's Signature

Greg Maack
Owner's Name

130-45-01



37 of 39



Created by: JLB Date Created: 01/31/18 Data Source: DAN/18 Data Plotted: NEVER Date Exported: 04/18/18
Plotted by: bauer schmidt Parcel Data: N/A Aerial Image: LMC Web Server Elevation Data: N/A User:
Horizontal Datum: NAD 1983 HARN Adj MN Web Foot Vertical Datum: NAVD 1985
T:\Projects\18000\19027\119927_VCD09_VCD10_Rede termination.mxd

STATE OF MINNESOTA
Before the
BOIS DE SIOUX WATERSHED DISTRICT
SITTING AS THE DRAINAGE AUTHORITY FOR
WILKIN COUNTY DITCH NO. 9

In the Matter of:
the Petition of Greg Maack to Remove
Property from Wilkin County Ditch No. 9

FINDINGS AND ORDER FOR
REMOVAL OF PROPERTY

The Bois de Sioux Watershed District (the "District"), sitting as the drainage authority for Wilkin County Ditch No. 9 ("WCD #9"), having received a PETITION FOR REMOVAL OF PROPERTY FROM A DRAINAGE SYSTEM pursuant to Minn. Stat. § 103E.805 (the "Removal Petition") by Greg Maack (the "Petitioner"), having noticed and conducted a hearing on the Removal Petition, based on the record and proceedings, moved by Manager _____, seconded by Manager _____ to adopt the following Findings and Order:

FINDINGS

1. The Removal Petition was received from Greg Maack, owner of benefited property in WCD #9, requesting to remove the following property from the drainage system:
 1. N1/2 OF S1/2 ACRES 160 OF SECTION 1 CHAMPION TOWNSHIP (the "Property").
2. A map of the portion of the Property petitioned for removal is attached hereto as **Exhibit A**.
3. The Removal Petition is in proper form and is legally sufficient and adequate for purposes of these proceedings.
4. A public hearing was noticed on the Removal Petition in the manner required by law and held on Thursday, August 20, 2020 at 8:30 AM.
5. During the public hearing portion of the proceedings, the following persons appeared and provided comment (the Board's response is indicated in italics following each comment):
 - a. <Commenter Name>, <Property Description/Political Subdivision> <Street Address>, <City>, <State> <Zip>:

<summary of comment>

- <Board's response to comment>*
- b. *<Commenter Name>*, *<Property Description/Political Subdivision>* *<Street Address>*, *<City>*, *<State>* *<Zip>*:

<summary of comment>

<Board's response to comment>

6. The evidence presented by the Petitioner and confirmed by staff is that drainage from the Property either lays outside of or has been modified to drain away from the drainage area of WCD #9.
7. The District's Board of Managers (the "Board") finds that the waters from the Property has been diverted from the drainage system, that the Property cannot significantly or regularly use the drainage system, and/or that the Property is not benefited by the drainage system.
8. The Board further finds that removing the portions of the Property requested for removal from the benefited area of the drainage system will not prejudice the property owners and property remaining in the drainage system.

ORDER

Based on the foregoing Findings, the Board, acting as the drainage authority for WCD #9, Orders as follows:

1. That the Property be removed from the benefits roll of WCD #9 effective for all costs incurred by the drainage system after the date of this Order.
2. That the Property not be affected by the drainage system at any later proceeding for the repair or improvement of the drainage system and a drainage lien or assessment for repairs or improvements may not be made against the Property on or after this date of this Order.
3. That drainage from the Property may be returned to the system only upon petition pursuant to Minn. Stat. § 103E.401 or after future drainage proceeding determining that the Property is benefited by WCD #9.
4. That this Order does not release the Property from any current assessments for the drainage system, from any drainage lien filed on account of the drainage system before the date of this Order, or from any assessment or a drainage lien filed on or after the date of this Order for costs incurred on account of the drainage system before the date of this Order.
5. That its staff ensure that the benefits roll for WCD #9 is updated in accordance with this Order and that its staff conduct the necessary coordination with the Wilkin County Auditor to update the benefits roll for WCD No. 9.

Contractor's Application for Payment

Owner: <u>Bois de Sioux Watershed District</u>	Owner's Project No.: _____
Engineer: <u>Moore Engineering, Inc.</u>	Engineer's Project No.: <u>19984</u>
Contractor: <u>Hormann Works LLC</u>	Contractor's Project No.: _____
Project: <u>JD #11 Main Repairs</u>	
Contract: <u>JD #11 Main Repairs</u>	
Application No.: <u>2</u>	Application Date: <u>8/3/2020</u>
Application Period: From <u>7/4/2020</u> to <u>8/3/2020</u>	

1. Original Contract Price	\$ 1,010,079.00
2. Net change by Change Orders	\$ 14,550.00
3. Current Contract Price (Line 1 + Line 2)	\$ 1,024,629.00
4. Total Work completed and materials stored to date (Sum of Column J Unit Price Total)	\$ 320,333.00
5. Retainage	
a. <u>10%</u> X \$ <u>320,333.00</u> Work Completed	\$ 32,033.30
b. _____ X \$ _____ Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 32,033.30
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 288,299.70
7. Less previous payments (Line 6 from prior application)	\$ 172,920.60
8. Amount due this application	\$ 115,379.10
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 736,329.30
 Payment Recommended By Engineer	 \$ <u>115,379.10</u> <small>(Line 8 or other - attach explanation of the other amount)</small>
 Payment Approved by Owner	 \$ _____ <small>(Line 8 or other - attach explanation of the other amount)</small>

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

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

Contractor: Hormann Works LLC

Signature: _____ **Date:** 8/15/20

Recommended by Engineer	Approved by Owner
By: <u>Nathan Trosen</u>	By: _____
Title: <u>Project Engineer</u>	Title: <u>BdSWD President</u>
Date: <u>8/13/2020</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

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

Application No.: 2 Application Period: From 7/19/2020 to 8/3/2020 Application Date: 8/3/2020

A	B	C			D			E			F			G			H			I	J	K	L
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Estimated Quantity Installed This Period	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)	Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I)	% of Item (J / F)	Balance to Finish (F - J)											
1	012000 Mobilization	1	LS	\$ 60,000.00	\$ 60,000.00	0.00	0.50	\$ 30,000.00	\$ -	\$ 30,000.00	50%	\$ 30,000.00											
2	015000 Traffic Control	1	LS	\$ 1,800.00	\$ 1,800.00	0.00	0.25	\$ 450.00	\$ -	\$ 450.00	25%	\$ 1,350.00											
3	312213 Excavation - Channel	141,881	CV	\$ 14,188.10	\$ 1,418,810.00	38,056.00	83,673.00	\$ 83,673.00	\$ -	\$ 83,673.00	59%	\$ 58,208.00											
4	312213 Lateral Side Inlet Grading	10	EA	\$ 400.00	\$ 4,000.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 4,000.00											
5	312213 Spoil Bank Leveling	11.7	MIle	\$ 3,300.00	\$ 38,610.00	1.20	3.40	\$ 11,220.00	\$ -	\$ 11,220.00	29%	\$ 27,390.00											
6	312213 Topsoil - Stripping and Spreading	10.2	MIle	\$ 2,500.00	\$ 25,500.00	2.60	4.80	\$ 12,000.00	\$ -	\$ 12,000.00	47%	\$ 13,500.00											
7	024116 Culvert Remove	806	LF	\$ 7.50	\$ 6,045.00	64.00	160.00	\$ 1,200.00	\$ -	\$ 1,200.00	20%	\$ 4,845.00											
8	334213 CSP - 18"	3,458	LF	\$ 27.00	\$ 93,366.00	516.00	856.00	\$ 23,112.00	\$ -	\$ 23,112.00	25%	\$ 70,254.00											
9	334213 CSP - 24"	460	LF	\$ 34.00	\$ 15,640.00	106.00	174.00	\$ 5,916.00	\$ -	\$ 5,916.00	38%	\$ 9,724.00											
10	334213 CSP - 30"	88	LF	\$ 45.00	\$ 3,960.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 3,960.00											
11	334213 CSP - 36"	112	LF	\$ 55.00	\$ 6,160.00	66.00	106.00	\$ 5,830.00	\$ -	\$ 5,830.00	95%	\$ 330.00											
12	334213 CSP - 42"	132	LF	\$ 69.00	\$ 9,108.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 9,108.00											
13	334213 CSP - 49"x33"	408	LF	\$ 180.00	\$ 73,440.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 73,440.00											
14	334213 CSP - 64"x43"	572	LF	\$ 200.00	\$ 114,400.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 114,400.00											
15	334213 Flared End Section - 18" CSP	79	EA	\$ 125.00	\$ 9,875.00	11.00	18.00	\$ 2,250.00	\$ -	\$ 2,250.00	23%	\$ 7,625.00											
16	334213 Flared End Section - 24" CSP	6	EA	\$ 145.00	\$ 870.00	2.00	3.00	\$ 435.00	\$ -	\$ 435.00	50%	\$ 435.00											
17	334213 Flared End Section - 30" CSP	2	EA	\$ 310.00	\$ 620.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 620.00											
18	334213 Flared End Section - 36" CSP	2	EA	\$ 420.00	\$ 840.00	1.00	2.00	\$ 840.00	\$ -	\$ 840.00	100%	\$ -											
19	334213 Adjustable Flap Gate - 18" Steel	79	EA	\$ 460.00	\$ 36,340.00	11.00	18.00	\$ 8,280.00	\$ -	\$ 8,280.00	23%	\$ 28,060.00											
20	334213 Adjustable Flap Gate - 24" Steel	6	EA	\$ 530.00	\$ 3,180.00	2.00	3.00	\$ 1,590.00	\$ -	\$ 1,590.00	50%	\$ 1,590.00											
21	334213 Adjustable Flap Gate - 30" Steel	2	EA	\$ 690.00	\$ 1,380.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 1,380.00											
22	334213 Adjustable Flap Gate - 36" Steel	2	EA	\$ 850.00	\$ 1,700.00	1.00	2.00	\$ 1,700.00	\$ -	\$ 1,700.00	100%	\$ -											
23	334213 Adjustable Flap Gate - 42" Steel	2	EA	\$ 1,100.00	\$ 2,200.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 2,200.00											
24	313700 Rip Rap Class III	1,855	CV	\$ 75.00	\$ 138,125.00	406.00	707.00	\$ 53,025.00	\$ -	\$ 53,025.00	38%	\$ 85,100.00											
25	313700 Rip Rap Class IV	1,110	CV	\$ 75.00	\$ 83,250.00	47.00	575.00	\$ 43,125.00	\$ -	\$ 43,125.00	52%	\$ 40,125.00											
26	313700 Rip Rap Filter Fabric	5,360	SY	\$ 2.50	\$ 13,400.00	884.00	2,276.00	\$ 5,690.00	\$ -	\$ 5,690.00	42%	\$ 7,710.00											
27	310516 Select Backfill (P)	1,085	CV	\$ 13.00	\$ 14,105.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 14,105.00											
28	321123 Road Surface Aggregate	145	CV	\$ 15.00	\$ 2,175.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 2,175.00											
29	321123 Geotextile Fabric	850	SY	\$ 2.80	\$ 2,380.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 2,380.00											
30	312500 Storm Water Management	1	LS	\$ 1,500.00	\$ 1,500.00	0.00	6.00	\$ 375.00	\$ -	\$ 375.00	25%	\$ 1,125.00											
31	312500 Rock Check - Temporary	10	EA	\$ 950.00	\$ 9,500.00	2.00	6.00	\$ 5,700.00	\$ -	\$ 5,700.00	60%	\$ 3,800.00											
32	312500 Sedimentation Control Wattle - 9"	2,760	LF	\$ 1.00	\$ 2,760.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 2,760.00											
33	312500 Erosion Control Blanket - Category 3M	1.00	SY	\$ 1.00	\$ 1.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 1.00											
34	014000 Stabilized Construction Entrance	1	LS	\$ 1,500.00	\$ 1,500.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 1,500.00											
35	014000 Material Testing	1	LS	\$ 18,000.00	\$ 18,000.00	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ 18,000.00											
36	329219 Seeding - Type III	96.9	AC	\$ 710.00	\$ 68,799.00	13.20	13.20	\$ 9,372.00	\$ -	\$ 9,372.00	14%	\$ 59,427.00											
Original Contract Totals											\$ 1,010,079.00	13.20	\$ 305,783.00	\$ -	\$ 305,783.00	30%	\$ 704,296.00						

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

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

Application No.: 2 Application Period: From 7/4/2020 to 8/3/2020 Application Date: 8/3/2020

A Bid Item No.	B Description	C Contract Information			E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Installed This Period	H Estimated Quantity Incorporated in the Work	I Value of Work Completed to Date (E X G) (\$)	J Materials Currently Stored (not in G) (\$)	K Work Completed and Materials Stored to Date (H + J) (\$)	L % of Value of Item (I / F) (%)	M Balance to Finish (F - J) (\$)	
		D Item Quantity	Units	F Unit Price (\$)										
C1	Change Order No. 1	1	15	13,025.00	13,025.00	0	1.00	13,025.00		13,025.00	100%			
C2	Change Order No. 2	1	15	1,525.00	1,525.00			1,525.00		1,525.00	100%			
					Change Order Totals:									
					\$ 14,550.00				\$ 14,550.00		\$ 14,550.00	100%		
Original Contract and Change Orders														
Project Totals										\$ 1,024,629.00	\$ 320,333.00	\$ 320,333.00	31%	\$ 704,296.00

CHANGE ORDER NO.: 2

Owner:	Bois de Sioux Watershed District	Owner's Project No.:	
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	19984
Contractor:		Contractor's Project No.:	
Project:	Judicial Ditch No. 11 Main Repair		
Contract Name:	Judicial Ditch No. 11 Main Repair		
Date Issued:	August 20 th , 2020	Effective Date of Change Order:	August 20 th , 2020

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

Description:

- Remove concrete slab at Station 1+00 of the N-S Main - \$1,025.00
- Additional mobilization required to go back to install side inlet pipe at Station 29+00 (due landowner requesting additional culvert after the fact) - \$500

Attachments:

- Contractor's change proposal

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,010,079.00</u>	Original Contract Times: Substantial Completion: <u>11/25/2020</u> Ready for final payment: <u>7/12/2021</u>
Price adjustment from previously approved Change Orders No. 1 to No. 1: \$ <u>13,025.00</u>	Time adjustment from previously approved Change Orders No. 1 to No. 1: Substantial Completion: <u>7 days</u> Ready for final payment: <u>10 days</u>
Contract Price prior to this Change Order: \$ <u>1,023,104.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>12/02/2020</u> Ready for final payment: <u>7/22/2021</u>
Increase this Change Order: \$ <u>1,525.00</u>	Increase this Change Order: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>1,024,629.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>12/02/2020</u> Ready for final payment: <u>7/22/2021</u>

Recommended by Engineer (if required)	Accepted by Contractor
By: <u>Nathan Troosen</u>	<u>[Signature]</u>
Title: <u>Project Engineer</u>	<u>Owner</u>
Date: <u>8/13/2020</u>	<u>8/13/20</u>
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: <u>BdSWD President</u>	_____
Date: _____	_____

CHANGE ORDER NO.: 2

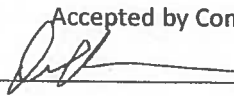
Owner:	Bois de Sioux Watershed District	Owner's Project No.:	
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	19984
Contractor:		Contractor's Project No.:	
Project:	Judicial Ditch No. 11 Main Repair		
Contract Name:	Judicial Ditch No. 11 Main Repair		
Date Issued:		Effective Date of Change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

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

Description: *mob back to install pipe ~~500~~ 500⁰⁰
Dispose of ~~the~~ buried concrete pipe 1025⁰⁰*

Attachments: ;

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,010,079⁰⁰</u>	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: / \$ <u>1525⁰⁰</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u>1,023,104⁰⁰</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>1,024,629⁰⁰</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	
Title: _____	_____
Date: _____	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____



Bois de Sioux
Watershed District

704 Highway 75 South | Wheaton, MN 56296

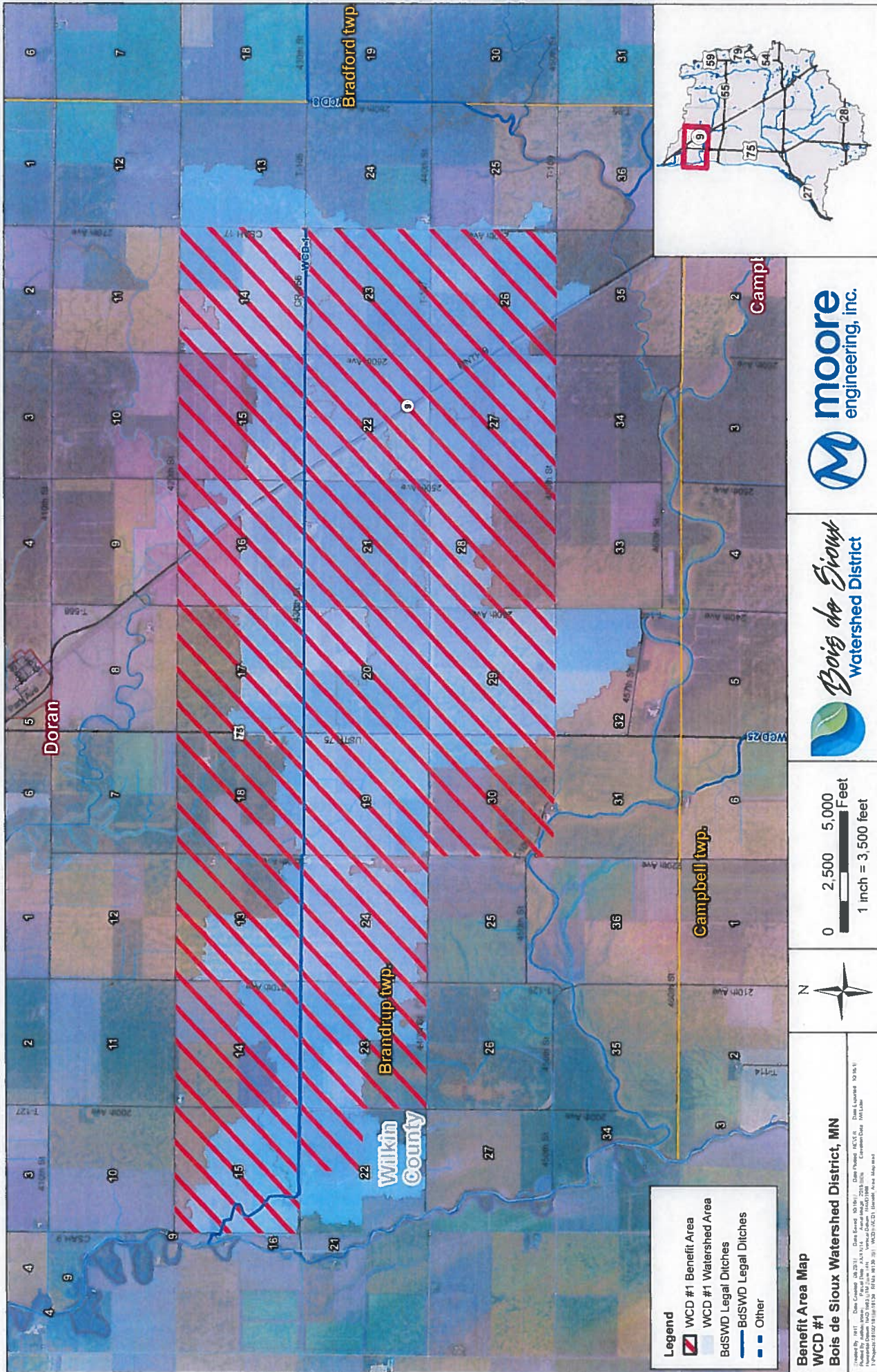
Phone | 320.563.4185
Fax | 320.563.4987
www.bdswd.com
bdswd@runestone.net

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

Category	Cost Estimate	Previous Requests	Reimb. Request #3
Construction	\$ 1,176,347.50	\$ -	\$ 172,920.60
Utilities	\$ 195,000.00	\$ -	\$ -
Viewers	\$ 25,000.00	\$ 16,561.82	\$ -
RW and Legal Descriptions	\$ 81,500.00	\$ 54,209.28	\$ 8,725.20
Grant App, Admin Assistance, Engineering Final Design (300), Redetermination of Benefits / Project Development	\$ 164,000.00	\$ 161,013.30	\$ 2,986.70
Engineering Construction Construction (400)	\$ 53,000.00	\$ -	\$ 42,368.70
BdsWD Staff and Admin	\$ 53,000.00	\$ 1,490.95	\$ -
ROW - Retro and Buffer, Construction and Spoil Easement	\$ 508,000.00	\$ 370,632.00	\$ -
Contingencies	\$ 176,652.50	\$ -	\$ -
TOTAL COST	\$ 2,255,847.50	\$ 603,907.35	\$ 227,001.20
Actual Bond (County has bond costs not included above):	\$ 1,820,000.00		

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

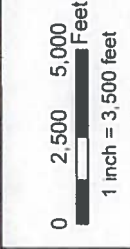
Linda Vavra, President



- Legend**
-  WCD #1 Benefit Area
 -  WCD #1 Watershed Area
 -  BdsWD Legal Ditches
 -  BdsWD Legal Ditches
 -  Other

Benefit Area Map
WCD #1
Bois de Sioux Watershed District, MN

Created By: HAT Date Created: 08/23/11 Date Revised: 03/16/12 Date Plotted: 03/16/12
 Plotted By: JLD Date Plotted: 03/16/12 Date Plotted: 03/16/12
 Project: Bois de Sioux Watershed District #1 WCD #1 Benefit Area Map
 Project: Bois de Sioux Watershed District #1 WCD #1 Benefit Area Map
 Project: Bois de Sioux Watershed District #1 WCD #1 Benefit Area Map



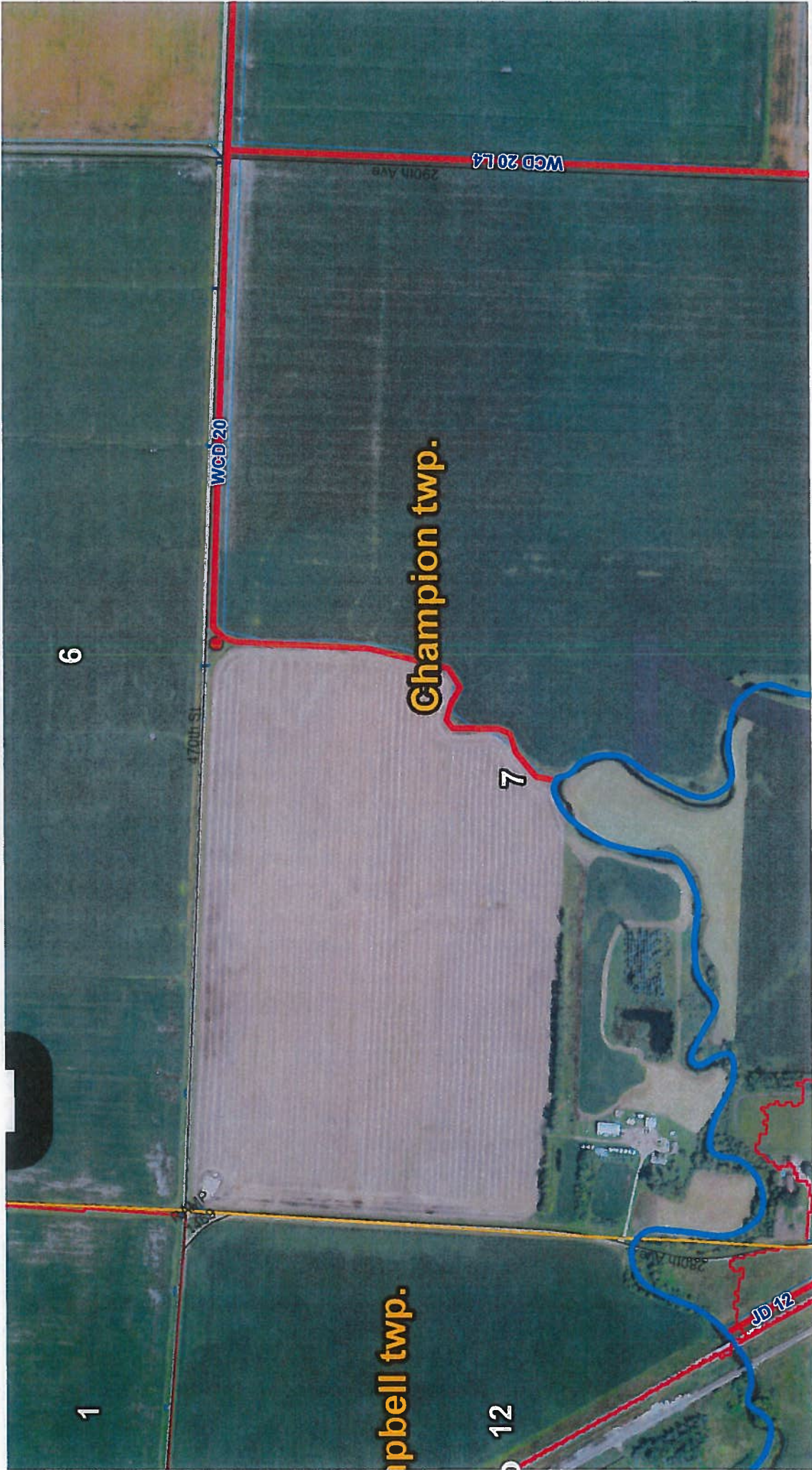

Bois de Sioux
Watershed District



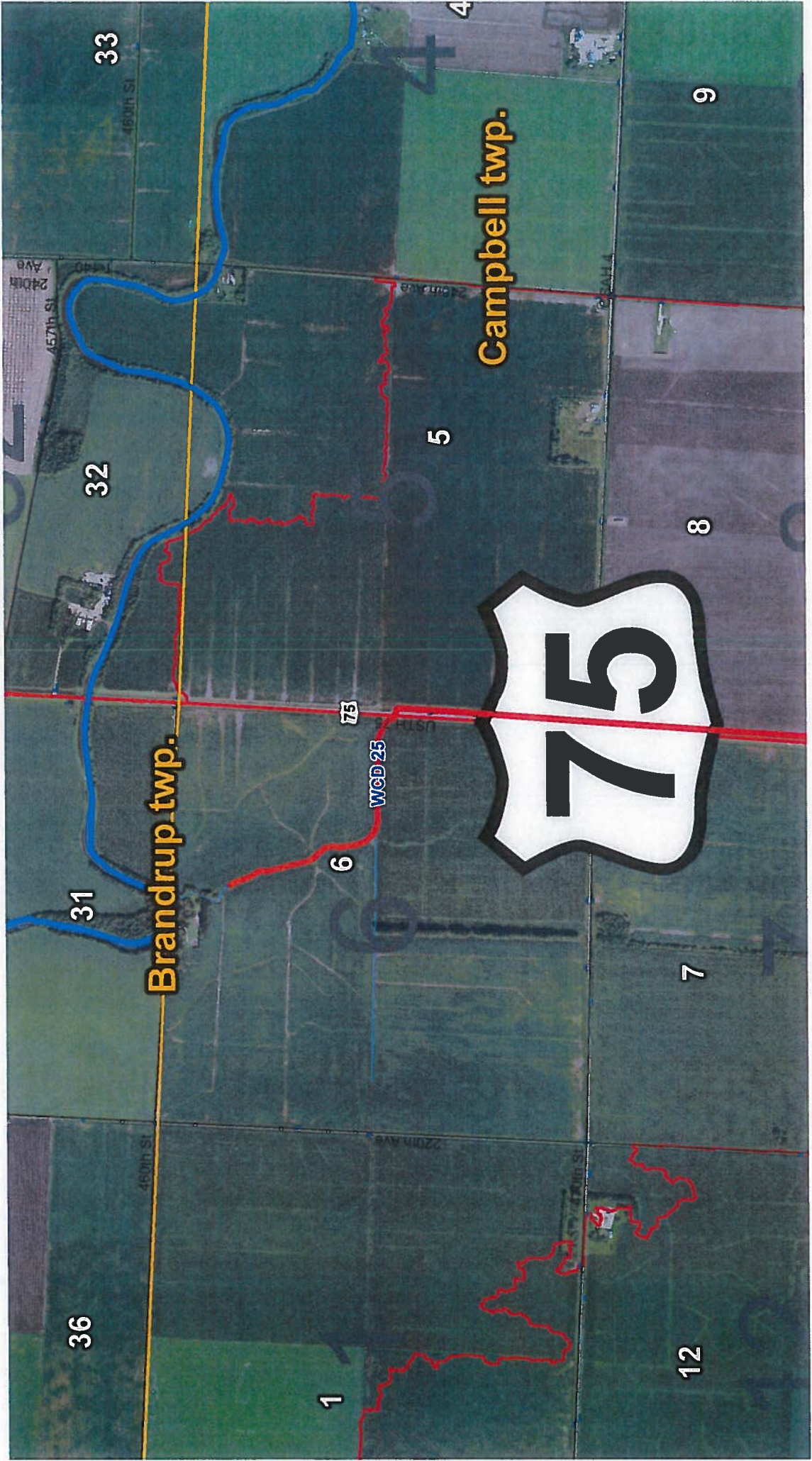
moore
engineering, inc.



WCD 20



WCD 25



h19c



LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, (the "Effective Date"), by and between the Robert Schmitz, an individual, (the "Licensor"), and the Bois de Sioux Watershed District, a Minnesota political subdivision (the "Licensee").

RECITALS

WHEREAS, the Licensor owns real property in Traverse County, Minnesota; and

WHEREAS, the Licensee desires to construct a water quality improvement project to portions of Traverse County Ditch No. 52 ("TCD No. 52") and Lake Traverse, to be known as Lake Traverse Water Quality Improvement Project Phase No. 1 (the "Project"), portions of which include the Licensor's property; and

WHEREAS, part of the Project requires the installation of boulders to protect the structural integrity of TCD No. 52; and

WHEREAS, the Licensor and the Licensee are in the process of executing permanent easements for the construction of the Project on the Licensor's property which are not yet complete; however, time is of the essence as it is more cost effective for the Licensee to have the boulders delivered now; and

WHEREAS, the Licensor is willing to permit the Licensee to enter upon portions of the Licensor's property before the permanent easements are executed to permit the delivery of boulders for the Project, as further described below, subject to the terms and conditions contained in this Agreement.

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

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to allow the Licensee, and its contractors and agents, to enter the Licensor's property to deliver boulders for the Project. In order to achieve this purpose, the Licensor grants the Licensee, and its contractors and agents, access in, on, over, across, and through the Licensor's property to deliver boulders.
2. **License.** The Licensor grants to the Licensee a temporary license to enter upon the Licensor's property, including real property either owned or managed by the Licensor (the "Licensed Premises"), as further illustrated in the map attached as **Exhibit A**, subject to all of the terms and conditions contained in this Agreement. The rights granted to the Licensee by the Licensor under this Agreement constitute a license, revocable at will by the Licensor for cause, for protection of the Licensor's property, or for any other reason, and the license does not create for or on behalf of the Licensee any interest or estate of any kind in the Licensed Premises, either by virtue of this Agreement or by the Licensee's entry upon or use of the Licensed Premises. The license granted by the Licensor is limited solely to the Licensee, and its contractors and agents; this Agreement does not permit the Licensee to

permit any other person or party to enter upon the Licensed Premises or to otherwise extend Licensee's license rights under this Agreement to any third party without prior written consent of the Licensor.

3. **Term.** This Agreement commences on the Effective Date and expires upon execution of the permanent easements for the Project or two (2) years after the Effective Date, whichever is sooner; however, either party may, at any time and for any reason, immediately terminate this Agreement by providing thirty (30) days' written notice of termination to the other party. Any termination or expiration of this Agreement will be without prejudice to any obligations or liabilities of the Licensee already accrued prior to termination or expiration.
4. **Use.** During the term of this Agreement, the Licensee, and its contractors and agents, may enter upon the Licensed Premises solely for the purpose of delivering boulders to the Licensed Premises for the Project.
5. **Assumption of Risk.** The Licensee, and its contractors and agents, explicitly accept any and all risk regarding the Licensee's entry upon the Licensed Premises or any of the Licensor's other property under this Agreement. The Licensor will not be liable or responsible for any damages or injuries to the Licensee, its contractors or agents, or any of the Licensee's equipment or property, or to other persons or personal property, as a result of the Licensee's entry upon or use of the Licensed Premises.
6. **Duty to Repair and Other Remedies.** The Licensee, at the Licensee's sole cost, will repair any damages to the Licensed Premises, and will repair or replace any of the Licensor's other structures, facilities, right of way, or any other property owned by the Licensor, damaged as a result of or arising out of the Licensee's entry upon or use of the Licensed Premises under this Agreement. If the Licensee fails to promptly and properly repair any damages to the Licensed Premises or if the Licensee fails to promptly repair or replace any of the Licensor's other structures, facilities, right of way, or any other property owned by the Licensor damaged by the Licensee, the Licensor may repair the damages and recover any and all costs incurred from the Licensee. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any and all other remedies available to the Licensor under Minnesota law.
7. **Indemnity.** The Licensee, and its contractors and agents, will release, defend, indemnify, protect, and hold harmless the Licensor from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, together with all other costs and expenses of any kind or nature suffered by or asserted against the Licensor, as a result of or arising out of Licensee's use of or entry upon the Licensed Premises to deliver boulders for the Project.
8. **Limitation of Liability.** Any and all liability of the Licensee related to the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in Minn. Stat. Chapter 466. These statutory limitations may not be stacked to increase the maximum amount of liability for any party.

9. **Forbearance.** The failure or delay of the Licensor or the Licensee to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
10. **Assignment.** The Licensee will not transfer or assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the Licensor.
11. **Governing Law.** This Agreement will be construed and enforced in accordance with Minnesota law. The parties agree any litigation arising out of this Agreement will be venued in Minnesota State District Court in Traverse County, Minnesota, and the parties waive any objection to venue or personal jurisdiction.
12. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining provisions and parts of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or part of this Agreement with an alternative provision or part that is enforceable and bears as close resemblance as possible to any provision or part determined invalid, illegal, or unenforceable.
13. **Entire Agreement.** This Agreement, together with any amendments and exhibits, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties.
14. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
15. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.
16. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
17. **Counterparts.** This Agreement may be executed in counterparts meaning that this Agreement is valid if signed by both parties even if the signatures of the parties appear on separate copies of the same agreement rather than on a single document.
18. **Effective Date.** This Agreement is effective upon the date of the last signature appearing below.

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

**BOIS DE SIOUX
WATERSHED DISTRICT**

Date: _____, 2020

Linda Vavra, President

Attest:

Date: _____, 2020

Jamie Beyer, Administrator

Recommended Framework for a 10-Year North Ottawa Working Lands Agreement

The goal of the Working Lands Agreement is to outlay a 10-year plan to meet the fiduciary needs to operate and maintain the Impoundment, while maximizing natural resource enhancement benefit opportunities.

As provided in https://files.dnr.state.mn.us/input/environmentalreview/fm_flood_risk/fm_fseis_app-g.pdf, the Agreement will be an “Adaptive Management Plan:”

Adaptive management (AM) is a “learning by doing” management approach which promotes flexible decision making that can be adjusted in the face of uncertainties as outcomes from management actions and other events become better understood (National Academy of Sciences 2004). It is used to address the uncertainties often associated with complex, large scale projects. In AM, a structured process is used so that the “learning by doing” is not simply a “trial and error” process (Walters, 1986).

The basic elements of an AM process are: (1) Assess; (2) Design; (3) Implement; (4) Monitor; (5) Evaluate; and (6) Adjust. In practice, AM is implemented in a non-linear sequence, in an iterative way, starting at various points in the process and repeating steps based on improved knowledge.

CELL USAGE & ROTATION

3 Cells Focused on Revenue, 3 Cells Focused on Revenue + NRE’s, 2 Cells NRE’s

“Holding Cell”

cell used to store and/or divert water. NRE Benefits: year round habitat, facilitate stream augmentation, facilitate moist soil management in other cells in the spring and fall, buffer water level bounce and protect other cells from inundation, provide area for incoming sediment to settle out. This cell (or cells) will likely not be rotated.

“Moist Soil Management”

using water from holding cells to create seasonal wetland habitat through intensive water level management (adding and removing water); may be accompanied by tillage because soil disturbance controls undesirable perennial vegetation including invasive species, and can be used in conjunction with cropping in lieu of natural seed production; may require additional artificial systems to efficiently remove water to facilitate draw downs. These cells may contain alternative crops such as forage, corn silage with a cover crop, or small grain. The cropping mix may be dependent upon available markets and the length of leases. NRE Benefits: seasonal wetland habitat, growing and harvested plants to recover and remove nutrients, feedstock and cover attraction for wildlife. These cells could be rotated.

“Crop Cell”

cell used to generate revenue for Impoundment operations and maintenance. The cropping mix will be determined by lease holders and the District. NRE Benefits: flooded for spring migration, growing and harvested plants to recover and remove nutrients, feedstock and cover attraction for wildlife, weed suppression. Cells A1, B1, A2, and B2 are preferred.

The District is supportive of university research, which will be considered on a case-by-cases basis.

CELL	YEAR & GROWING SEASON INUDATION SEQUENCE									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
A1	4th	8th	8th	8th	4th	8th	8th	8th	4th	8th
B1	8th	4th	7th	7th	8th	4th	7th	7th	8th	4th
A2	7th	7th	4th	6th	7th	7th	4th	6th	7th	7th
B2	6th	6th	6th	4th	6th	6th	6th	4th	6th	6th
A3	3rd	5th	3rd	5th	3rd	5th	3rd	5th	3rd	5th
B3	5th	3rd	5th	3rd	5th	3rd	5th	3rd	5th	3rd
B4	1st	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd
A4	2nd	1st	2nd	1st	2nd	1st	2nd	1st	2nd	1st

At Least 1 Holding Cell (always the 1st and 2nd Cell Inundated)

Total Farmable Acres Over Ten Years

Corn, Corn Silage, Soybeans or Small Grains	3166.9
Small grains with Moist Soil Management	1043.1
Perennial crop such as alfalfa or corn silage w/ post-harvest cover crop	2233.0

ANTICIPATED EXPENSES

- B3 gate repair
- Interior cell ditching
- Exterior and collection channel ditch cleaning
- Side inlet installation and repairs
- Repair right-of-way
- Removal of tare piles
- Repair interior roads
- Replacement of stop logs

PROJECT TEAM & REVIEWS

Composition: 1 DNR Representative, 1 Wilkin County Commissioner, 1 Grant County Commissioner, 2 Area Landowners, 3 Board Managers

Time Commitment: 2 Meetings per Year



TOPIC FOLLOW-UP

SW1/4 REDPATH SECTION 15 (FORMERLY DILLY LAND)	08/20/2020
---	-------------------

BACKGROUND

The land purchased earlier this spring have two pre-existing CRP Contracts:

- 1) 47.11 Acres 10/01/2012 thru 09/30/2022 for \$110.28/acre; annual payment \$5,195
- 2) 100.70 Acres 10/01/2017 thru 09/30/2027 for \$242.01/acre; annual payment \$24,370

The Redpath Project footprint needs 40 acres of the land covered by CRP Contract #2.

DECISION OPTIONS

1) Continue All Contracts and Let Them Expire; Assume \$200 Rent

Continue the CRP contracts; the BdSWD receives no payment and no farm income; we can ask for an early release from the contracts without repayment, penalty or interest, if construction on the Impoundment begins in this section before expiration of the contracts

Same Outcome, but different twist: It may be possible to open-up the land to bid for operators for hunting rights; the operator would be required to maintain the CRP to continue the CRP contracts. Unknown: how much people would be willing to bid for hunting rights and CRP maintenance to receive \$29,565 annually – and whether the FSA would recognize the lease terms to maintain eligibility for CRP – and if hunting would offset property taxes.

2) Buy Back Both CRP Contracts Now; Farm All; Assume \$200 Rent

Cancel both of the contracts; repay all past CRP payments, penalties, and interest; farm the acres in growing season 2021 and beyond. Assume construction begins 2022 in Redpath 15, but only 40 acres are needed.

3) Let 47.11 Acres CRP Expire; Buy Back 100.7 Acres CRP Now and Farm; Assume \$200 Rent

Complete the 47.11 CRP contract that ends 9/30/22 and cancel the 100.7 CRP contract and repay all past CRP payments, penalties, and interest for it; farm the 100.7 acres in growing season 2021, but assume construction begins 2022 in Redpath 15, and 40 acres are needed. Farm the 47.11 acres beginning in 2023.

Considerations:

- **When Redpath is constructed.** If Redpath is built immediately, then #1 makes the most sense. If the Redpath Project is built after 2022, then #3 will generate the most cash, with a breakeven year of [ENTER YEAR].
- **When the District wishes to sell non-project acres.** If the Redpath Project is built 2022 or soon thereafter, a breakeven would require the District to delay selling the 100 acres not needed for the project.

***The FSA Office is calculating the buyout rates.
A detailed financial comparison of these options will be provided before or at the meeting.***

2022 Construction, Land Sale Year Pick and Compare

1) Continue All Contracts and Let Them Expire; Assume \$200 Rent
Breakeven year: NA

Growing Season	Rent	Balance
2020	-	-
2021	-	-
2022	-	-
2023	9,422.00	9,422.00
2024	9,422.00	18,844.00
2025	9,422.00	28,266.00
2026	9,422.00	37,688.00
2027	9,422.00	47,110.00
2028	9,422.00	56,532.00

2) Buy Back Both Now; Farm All; Assume \$200 Rent
Breakeven year: 2025

Growing Season	Rent	Balance
2020	29,562.00	(95,300.00)
2021	29,562.00	(65,738.00)
2022	21,562.00	(44,176.00)
2023	21,562.00	(22,614.00)
2024	21,562.00	(1,052.00)
2025	21,562.00	20,510.00
2026	21,562.00	42,072.00
2027	21,562.00	63,634.00
2028	21,562.00	85,196.00

3) Let 47.11 Acres Expire; Farm the Rest; Assume \$200 Rent
Breakeven year: 2024

Growing Season	Rent	Balance
2020	20,140.00	(60,740.00)
2021	20,140.00	(40,600.00)
2022	12,140.00	(28,460.00)
2023	21,562.00	(6,898.00)
2024	21,562.00	14,664.00
2025	21,562.00	36,226.00
2026	21,562.00	57,788.00
2027	21,562.00	79,350.00
2028	21,562.00	100,912.00

Waiting for Contract Buy-Out Figure from FSA

If remaining land is sold in any of these years

\$0 rent/year

Delayed Construction, Pick and Compare Any Year

1) Continue All Contracts and Let Them Expire; Assume \$200 Rent
 Breakeven year: NA

Growing Season	Rent	Balance
2020	-	-
2021	-	-
2022	-	-
2023	9,422.00	9,422.00
2024	9,422.00	18,844.00
2025	9,422.00	28,266.00
2026	9,422.00	37,688.00
2027	9,422.00	47,110.00
2028	10,636.00	57,746.00

2) Buy Back Both Now; Farm All; Assume \$200 Rent
 Breakeven year: 2025

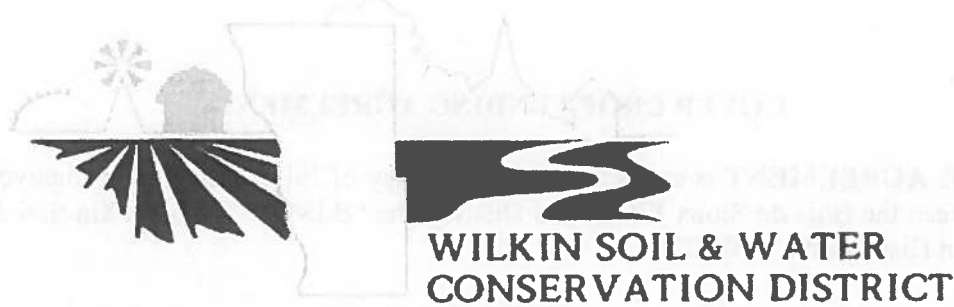
Growing Season	Rent	Balance
2020		(95,300.00)
2021	29,562.00	(65,738.00)
2022	21,562.00	(44,176.00)
2023	21,562.00	(22,614.00)
2024	21,562.00	(1,052.00)
2025	21,562.00	20,510.00
2026	21,562.00	42,072.00
2027	21,562.00	63,634.00
2028	21,562.00	85,196.00

3) Let 47.11 Acres Expire; Farm the Rest; Assume \$200 Rent
 Breakeven year: 2024

Growing Season	Rent	Balance
2020		(60,740.00)
2021	20,140.00	(40,600.00)
2022	20,140.00	(20,460.00)
2023	21,562.00	1,102.00
2024	21,562.00	22,664.00
2025	21,562.00	44,226.00
2026	21,562.00	65,788.00
2027	21,562.00	87,350.00
2028	21,562.00	108,912.00

Waiting for Contract Buy-Out Figure from FSA

If construction starts this year and after, subtract
 \$8000/year rent



1150 Highway 75 North, Breckenridge, MN 56520 218-643-2933

Bois de Sioux Watershed District,

The Wilkin SWCD is requesting funds for a Cover Crop Incentive Program. We will be paying producers a per acre incentive payment for the establishment of cover crops on preventive plant acres, drown out spots, grazing cover crop, or wanting to experiment with cover crops in their rotation. We are flexible with producers on how/when they establish the cover crops as long as it falls within our standards for rate and time applied. The standards we are using come from the NRCS Field Office Technical Guide.

The contract length is 1 year with a 5ac. minimum and 50ac. maximum. The only eligibility requirements are that you cannot be getting paid for cover crops from another program. Our goal is to improve water quality by having a living root in the soil, preventing runoff into our streams and ditch systems, and to increase soil health awareness. With this in mind, we do not allow any tillage on those acres after the cover crops have been planted/broadcast until the contract expires on December 31st.

We were fortunate to obtain a grant to purchase soil health related tools. This has given us the ability to offer a free soil health assessment to any producer who signs up to use our incentive program. Once onsite we evaluate the physical, biological and chemical components of the soil. I love doing this with the farmer if it works into their schedule so they can see what I'm looking for and apply this to their other fields.

I will plan on following up with a report on the acres covered and the amount spent this winter.

If you have any questions, please feel free to get a hold of me anytime. My direct line is 218-955-3366.

Thank you,

Kim Melton
District Technician
Wilkin SWCD

COVER CROP FUNDING AGREEMENT

THIS AGREEMENT is entered into this 28th day of July, 2020 (the "Effective Date"), by and between the Bois de Sioux Watershed District (the "BdSWD") and Wilkin Soil & Water Conservation District (the "SWCD").

RECITALS

WHEREAS, the BdSWD Board of Managers established a cover crop incentive program by allocating Five Thousand Dollars (\$5,000) for each SWCD in the BdSWD to enable the SWCDs to work with landowners in the BdSWD to install cover crops (the "Program"); and

WHEREAS, these funds are only to be used to install cover crop mixes at a cost of Twenty Two Dollars (\$22) per acre for a single-species mix and/or Twenty Six Dollars (\$26) per acre for a multi-species mix under a contract entered into between the SWCD and the landowner; and

WHEREAS, the Program is intended to target at least five (5) landowners within the SWCD by planting cover crop mixes on approximately fifty (50) acres of bare land with the goal of building enough organic soil matter to bring the land back into production.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **PURPOSE.** The purpose of the Program is intended to promote the positive effects of cover crops on water quality, increase water holding capacity of soil, and reduce erosion and sediment contributions. It is recognized cover crop residue may increase nutrients released, due to decay.
2. **SWCD OBLIGATIONS.** The SWCD is responsible for the following obligations under this Agreement:
 - A. Notifying the District, in writing, on or before August 1, 2020, of its intent to participate in the Program.
 - B. Obtaining insurance as required under this Agreement.
 - C. Restricting the use of funds, allocated under the Program, to the installation of cover crop seed mixes on property within the SWCD's jurisdiction and within the BdSWD's jurisdiction.
 - D. Promoting the Program to landowners in the BdSWD.

- E. Entering into agreements with landowners prohibiting tillage or damaging enrolled acres, that have been planted/broadcasted, for a minimum period of time as established by the SWCD.
 - F. Planting single species cover crop mix or multi-species cover crop mix on the landowner's bare property. Land that is already enrolled in an incentive program is ineligible to obtain funds under the Program.
 - G. Returning any unused funds to the BdSWD on or before December 31, 2020, for the original term of this Agreement, and on or before December 31, for any additional terms.
 - H. Providing a Program report to the BdSWD prior to December 31, 2020, for the original term of this Agreement, and on or before December 31, for any additional terms, which shall include the property, the acreage covered by the Program, and the amount allocated towards each property.
3. **BdSWD OBLIGATIONS.** The BdSWD, at its sole discretion, is responsible for distributing a lump sum of Five Thousand Dollars (\$5,000), payable within thirty (30) days of the SWCD's request to participate in the Program. This lump sum payment constitutes the entire and final payment for the Program in 2020. Any additional terms will have the same or similar distribution amount.
4. **ASSUMPTION OF RISK.** The SWCD explicitly accepts any and all risk regarding the SWCD's entry upon the landowner's property in performing services under this Agreement. The District will not be liable or responsible for any damages or injuries to the SWCD or any of the SWCD's equipment or property, or to other persons or personal and real property, as a result of the SWCD's entry upon the landowner's property. The SWCD is responsible for obtaining access from the landowner before entering the landowner's property.
5. **DAMAGE TO EQUIPMENT.** The SWCD is solely responsible for any damage to its equipment in performing services related to the Program.
6. **TERM.** The original term of this Agreement commences on the Effective Date and expires on December 31, 2020, unless terminated sooner as provided under this Agreement. This Agreement will automatically extend for two (2) additional one (1) year terms both commencing on January 1, and expiring on December 31, unless terminated sooner by the BdSWD.
7. **TERMINATION.** This Agreement may be terminated, at any time, upon thirty (30) days' written notice to the other party. If the SWCD terminates this Agreement before its expiration, the SWCD must return any funds not used to install cover crops.

8. **RELATIONSHIP OF THE PARTIES.** In providing the services under this Agreement, it is expressly agreed that the SWCD is acting in its independent capacity and not as an employee of the BdSWD. The parties acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The BdSWD is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the SWCD during the term of this Agreement.
9. **SUBCONTRACT AND ASSIGNMENT.** The SWCD will not assign, subcontract, or transfer any obligation or interest under this Agreement without the written consent of the BdSWD. Any consent of the BdSWD to any subcontracting does not relieve the SWCD of its responsibility to perform any services or any part thereof, nor in any respect its duty of care, insurance, indemnification, duty to defend, or agreement to hold harmless with respect to the Program.
10. **INDEMNIFICATION.** The SWCD will release, defend, indemnify, protect, and hold harmless the BdSWD and the BdSWD's officers, agents, representatives, or employees, from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, together with all other costs and expenses of any kind or nature suffered by or asserted against the BdSWD, as a result of or arising out of the SWCD's performance or failure to perform under this Agreement, including any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided in this Agreement.
11. **LIABILITY INSURANCE.** The SWCD will, at the SWCD's sole cost and expense, provide and maintain during the term of this Agreement a blanket or general liability insurance policy against claims for personal injury, death, or property damage occurring in connection with the Program, said policy will have limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.

Insurance policies or riders required by this Agreement must: (i) be taken out by the SWCD before obtaining funds from the BdSWD; (ii) be maintained with responsible insurance companies organized under the laws of the United States and qualified to do business in the State of Minnesota; (iii) contain a provision that the insurer will not cancel or revise coverage thereunder without giving written notice to the SWCD as an insured party and to the BdSWD as an additional insured at least thirty (30) days before cancellation or revision becomes effective; (iv) name the SWCD as an insured party and the BdSWD as an additional insured; and (v) be evidenced by a Certificate of Insurance listing the BdSWD as an additional insured, which will be filed with the BdSWD.
12. **LIMITATION OF LIABILITY.** Any and all liability of the parties related to the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in Minn. Stat. Chapter 466. These statutory limitations may not be stacked to increase the maximum amount of liability for any party.

13. **COMPLIANCE WITH LAWS.** The SWCD will comply with the laws and requirements of all federal, state, and local governmental units in connection with the Program and will procure all licenses, permits, and other rights necessary to perform services under this Agreement. In its performance under this Agreement, the SWCD will ensure that no person is excluded from participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules, or regulations against discrimination otherwise will be subjected to discrimination.

14. **MINNESOTA DATA PRACTICES ACT.** The parties and their employees, officials, and agents, agree to abide by the provisions of the Minnesota Government Data Practices Act and all other applicable state and federal laws, rules, regulations, and orders relating to data privacy or confidentiality, and as any of the same may be amended.

The SWCD will maintain all accounting records pertaining to funds allocated in connection with the Program for six (6) years from the date of completion of the installation of the cover crop. The SWCD agrees that any authorized BdSWD representative or the state auditor may have access to and the right to examine, audit, and copy any such records during normal business hours.

15. **NOTICE.** All notices and other communications required pursuant to this Agreement must be in writing and given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to BdSWD: Bois de Sioux Watershed District
Attn: Administrator
704 Hwy 75 South
Wheaton, Minnesota 56296

Notice to SWCD: Wilkin Soil & Water Conservation District
Attn: Don Bajumpaa
1150 Hwy 75 N.
Breckenridge, MN 56520

16. **GOVERNING LAW.** This Agreement is governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement will be venued in the county in which the SWCD is located.

17. **ENTIRE AGREEMENT.** The entire agreement between the two (2) parties is contained herein and this Agreement supersedes all oral agreements and negotiations relating to the subject matter hereof.

18. **BINDING EFFECT.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

19. **REPRESENTATION.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
20. **AMENDMENTS, MODIFICATIONS, AND WAIVERS.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid or of any effect unless made in writing signed by the party to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by either party of any default of the other party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties hereto under and pursuant to this Agreement.
21. **SEVERABILITY.** In the event that any part or provision of this Agreement is held to be invalid or unenforceable, in whole or in part, all other parts and provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts or provisions severed from the remainder of this Agreement.
22. **COUNTERPARTS.** This Agreement may be signed in counterparts meaning this Agreement is valid if signed on separate copies of the same agreement.
23. **EFFECTIVE DATE.** This Agreement becomes effective upon the date of the last signature appearing below.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

BOIS DE SIOUX WATERSHED DISTRICT

Date: _____, 2020

Linda Vavra, President

Attest:

Date: _____, 2020

Jamie Beyer, Administrator

**WILKIN SOIL & WATER
CONSERVATION DISTRICT**

Date: 8-12, 2020

By: [Signature]

Its: Chairman SWCD

Date: 8-12, 2020

By: [Signature]

Its: District Manager

EXHIBIT A
APPROVED SCOPE OF SERVICES & DELIVERABLES

Background: The Bois de Sioux Watershed District (BDSWD) has allocated \$5,000 for each District SWCD to offer a cover crop incentive to producers in the District. These funds shall be used to pay producers \$22.02/acre for a single-species mix, \$26.68/acre for a mutli-species mix under a 1-year cover crop contract, for 5 – 50 acres per producer, targeting bare land with the goal of building enough soil organic matter to bring the land back into production. Land that is already enrolled in an incentive program are ineligible. No tillage will be allowed on enrolled acres that have been planted/broadcast until the contract expires on December 31, 2020.

District Benefits: This program is intended to promote the positive effects of cover crops on water quality: to increase water holding capacity of soil, and reduce erosion and sediment contributions. It is recognized cover crop residue may increase nutrients released, due to decay.

Timeline: SWCD's shall notify the District in writing by August 1st of their intent to utilize this program. Payment will be made to the SWCD's following approval at the next regular board meeting. A final report is required from the SWCD prior to December 31, 2020 and shall include at a minimum: areas covered by the program and the amount spent and any other observed or measured outcomes. Any unused funds shall be returned to the Bois de Sioux Watershed District.

LEVY COLLECTED 2021 Revised: 7/13/2020
 State Numbers Final

Estimated Market Value (line 1-Form A)	County Name	Tax Capacity State Certification	Tax Cap. %	Admin Levy	RRWMB Levy	Total
\$267,812,900.00	Big Stone	\$2,268,346.00	\$0.06	\$14,038.98	\$94,216.68	\$108,255.66
\$1,196,525,500.00	Grant	\$10,326,935.00	\$0.26	\$63,914.23	\$428,933.50	\$492,847.73
\$156,805,300.00	Ottetail	\$1,250,044.00	\$0.03	\$7,736.62	\$51,921.09	\$59,657.72
\$460,166,100.00	Stevens	\$3,707,278.00	\$0.09	\$22,944.64	\$153,983.32	\$176,927.96
\$1,922,473,300.00	Traverse	\$16,983,651.00	\$0.42	\$105,113.19	\$705,422.93	\$810,536.12
\$621,995,300.00	Wilkin	\$5,857,467.00	\$0.15	\$36,252.34	\$243,292.30	\$279,544.64
\$4,625,778,400.00		\$40,393,721.00	\$1.00	\$250,000.00	\$1,677,769.83	\$1,927,769.83

Admin Levy

RRWMB Levy

Total EMV x .0004836

\$4,625,778,400.00

x .0004836

\$2,237,026.43

Max Levy

\$250,000.00

Percent of Max. Levy Desired*

100.000%

RRWMB %

75.00%

GROSS LEVY

\$250,000.00

GROSS LEVY

\$1,677,769.83

Prorated HACA

\$0.00

HACA

\$0.00

Net Levy

\$250,000.00

Net Levy

\$1,677,769.83

HACA Allotment

\$0.00

\$250,000 to General Fund

\$838,884.91 to BdSwd Construction Fund
 \$838,884.91 to RRWMB

Bois de Sioux Watershed District
2021 GENERAL BUDGET
January 2018 through December 2021

	January 2018 through December 2021		As of 8/13/20	TO APPROVE
	2018	2019	2020	2021 BUDGET
Income				
39501 · FEMA/HSEM 2019	0.00	0.00	1,659.04	0.00
Total Investment Income	0.00	1,874.04	0.00	0.00
Total 42000 · General Property Taxes	160,299.42	244,810.36	143,157.57	250,000.00
Total 45000 · Miscellaneous Income	2,979.23	8,462.33	243.16	0.00
47000 · Other State Credits	0.00	159.50	0.00	0.00
49000 · Project Administration	305,425.82	155,290.63	0.00	150,000.00
49300 · State Credits & Ag M H Credits	4,027.35	5,693.31	0.00	0.00
49400 · Transfer In	1,772.74	0.00	0.00	0.00
Total Income	474,504.56	416,290.17	145,059.77	400,000.00
Expense				
51000 · Annual Report	892.50	1,438.83	1,735.00	1,750.00
55130 · Website	1,645.50	1,514.54	571.20	800.00
55140 · Mileage Expense Advisory Com	55.59	69.60	71.30	100.00
51100 · Accounting Services	33,219.25	18,803.00	16,695.00	40,000.00
51300 · Administration Expense	42,740.00	55,380.10	35,345.77	56,900.00
51500 · Advertising Expense	2,062.54	3,585.70	1,034.48	2,600.00
Total 51600 · Building and Structures	100.00	85.00	367.00	500.00
51800 · District Insurance & Dues	25,471.00	24,921.00	8,359.00	30,200.00
Total 51900 · Engineering Services	24,579.85	14,727.20	7,530.00	15,000.00
52100 · Equipment Lease & Rental	4,788.43	4,813.14	3,181.30	5,500.00
Total 52200 · Fringe Benefits	12,124.75	9,002.26	6,966.28	12,500.00
53480 · Interest Expense	253.15	0.00	0.00	0.00
52600 · Legal Fees	43,736.48	19,754.11	17,037.71	27,000.00
52700 · Manager Compensation	13,128.33	18,375.00	15,000.00	30,000.00
52800 · Meeting Expense	6,331.71	7,743.05	1,896.84	5,000.00
52900 · Mileage Expense Board	7,561.78	8,513.69	2,462.27	5,000.00
53100 · Mileage Expense Staff	655.09	163.56	1,130.18	200.00
53200 · Miscellaneous Expenses	2,466.52	2,232.83	6,991.73	2,500.00
53300 · Office Equip & Furniture	656.40	0.00	810.92	1,000.00
Total 53400 · Office Operations	9,865.39	11,232.82	7,028.23	12,000.00
53500 · Office Supplies	2,919.41	2,926.73	2,396.58	3,200.00
Total 53600 · Other Supplies	3,351.21	3,744.22	1,381.34	3,500.00
53650 · Overall Plan	0.00	140.00	0.00	0.00
Total 53700 · Payroll Expenses	8,344.00	8,393.72	5,138.10	8,800.00
53800 · Payroll Taxes	9,630.85	9,440.50	5,292.53	9,300.00
Total 54100 · Repairs and Maintenance	71.75	350.59	8,466.26	1,500.00
54950 · Transfer Out	1,772.74	0.00	0.00	0.00
54300 · Vehicle Expense	0.00	38.50	0.00	0.00
54400 · Vehicle Fuel	1,054.62	2,820.18	1,277.32	2,500.00
54500 · Vehicle Maint & Repair	1,343.13	994.17	837.10	1,500.00
54600 · Viewers Expense	126.16	100.00	0.00	150.00
54700 · Wages and Salaries	114,985.67	110,794.60	68,445.97	121,000.00
Total Expense	375,933.80	342,098.64	227,449.41	400,000.00
Net Income	98,570.76	74,191.53	-82,389.64	0.00

Bois de Sioux Watershed District 2021 CONSTRUCTION BUDGET

January 2018 through December 2021

	As of 8/13/20			2021 BUDGET
	2018	2019	2020	
Income				
44500 · Project Grant	0.00	0.00	168,388.00	0.00
39501 · FEMA/HSEM 2019	0.00	0.00	6,354.50	0.00
41100 · Riparian Aid MN DOR	119,783.00	120,604.00	66,989.00	110,000.00
Total Investment Income	245,866.04	165,302.13	32,045.79	14,405.08
41300 · Doran Creek Project Income	191,965.00	66,526.53	1,008.00	0.00
47100 · Storage Building Rental Income	1,000.00	1,400.00	0.00	1,000.00
Total 45100 · Redpath Project Income	-269,440.38	213,020.82	102,281.40	0.00
Total 42000 · General Property Taxes	1,035,510.72	1,075,819.94	468,975.72	838,884.92
44000 · Land Rental Income	683,450.00	894,339.14	815,693.91	735,000.00
45500 · Land Sale	0.00	0.00	1,530,000.00	0.00
Total 45000 · Miscellaneous Income	38,761.28	3,933.00	1,275.66	1,500.00
Overall Plan Income-BWSR/State	0.00	135,940.00	108,752.00	20,000.00
48000 · Permit Fees	250.00	500.00	0.00	0.00
49100 · Project Team Income	7,889.23	11,224.86	170.50	0.00
49300 · State Credits & Ag M H Credits	25,629.35	24,653.95	0.00	0.00
49400 · Transfer In	1,027,395.94	0.00	0.00	0.00
Total Income	3,108,060.18	2,713,264.37	3,301,934.48	1,720,790.00
Expense				
51675 · Clean Water Cost Share Policy	0.00	309,812.00	0.00	175,000.00
51670 · Culvert Szng Cost Share Policy	0.00	525,988.50	0.00	150,000.00
51020 · Buffers	24,574.73	27,083.65	5,347.96	110,000.00
50100 · Stream Gaging Expense	2,025.90	49,945.85	2,192.50	5,000.00
Total Modeling/SWAT	7,087.04	0.00	0.00	0.00
Total Permits	210,480.18	130,968.15	47,108.50	90,000.00
51010 · Boundary Redetermination	4,302.75	1,613.15	0.00	0.00
55100 · Viewing Expense	390.90	0.00	0.00	0.00
55110 · Programs with SWCDs	37,000.00	0.00	0.00	30,000.00
55120 · Culvert Inventory	42,713.90	225.00	0.00	500.00
59150 · Education	1,820.00	0.00	0.00	0.00
51100 · Accounting Services	9,048.00	6,617.00	2,564.00	6,000.00
51300 · Administration Expense	56,843.40	47,952.24	0.00	50,000.00
51400 · River Watch/Expense	5,005.26	4,257.91	1,173.60	6,200.00
51500 · Advertising Expense	1,359.28	4,037.42	6,170.22	8,000.00
Total 51900 · Engineering Services	846,109.83	379,815.84	720,629.38	748,540.00
52100 · Equipment Lease & Rental	482.45	0.00	0.00	700.00
53480 · Interest Expense	193,345.19	118,872.35	0.00	0.00
Total 52500 · Land	5,822.22	11,400.00	1,062,546.69	6,000.00
52600 · Legal Fees	34,214.64	59,518.08	77,050.51	135,000.00
52700 · Manager Compensation	2,821.53	1,450.00	0.00	3,100.00
52800 · Meeting Expense	10.70	609.41	170.00	1,500.00
52900 · Mileage Expense Board	108.58	0.00	0.00	150.00
53100 · Mileage Expense Staff	0.00	296.09	0.00	500.00
53200 · Miscellaneous Expenses	1,266.93	2,380.39	9,177.50	2,700.00

Bois de Sioux Watershed District
2021 CONSTRUCTION BUDGET
January 2018 through December 2021

	As of 8/13/20			2021 BUDGET
	2018	2019	2020	
53300 · Office Equip & Furniture	609.86	0.00	0.00	1,000.00
Total 53400 · Office Operations	781.85	1,126.14	1,127.50	1,500.00
53500 · Office Supplies	849.08	50.85	505.58	900.00
Total 53600 · Other Supplies	30.41	0.00	57.75	100.00
53650 · Overall Plan	21,488.05	133,650.38	79,164.41	50,000.00
53800 · Payroll Taxes	40.17	0.00	0.00	0.00
53900 · Property Taxes	130,632.58	115,716.44	116,788.56	130,000.00
Total 54100 · Repairs and Maintenance	10,993.09	17,624.68	1,233.22	7,400.00
54200 · Transfer of Funds	355,326.06	0.00	0.00	0.00
54950 · Transfer Out	672,069.88	0.00	0.00	0.00
54400 · Vehicle Fuel	2,253.33	390.64	70.00	1,000.00
54500 · Vehicle Maint & Repair	0.00	0.00	0.00	0.00
Total Expense	2,681,907.77	1,951,402.16	2,133,077.88	1,720,790.00
Net Income	426,152.41	761,862.21	1,168,856.60	0.00

**RESOLUTION OF
THE BOIS DE SIOUX WATERSHED DISTRICT
AD VALOREM LEVY**

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

WHEREAS, the Bois de Sioux Watershed District was established pursuant to the Order of the Minnesota Water Resources Board; and

WHEREAS, the Board of Managers of the Bois de Sioux Watershed District have adopted budgets for 2021, said levies shall be for the year 2021 and shall be collectible with the taxes recovered in the year 2021; and said levies are all based on the 2020 taxable market values; and

WHEREAS, pursuant to Minnesota Statutes Annotated (M.S.A) Sections 103D.905, 103D.911, and 103D.915, the Board of Managers, Bois de Sioux Watershed District is authorized to levy an ad valorem tax against all taxable property, in the District for various purposes; and

WHEREAS, pursuant to Minnesota statutes, published notice was given by the said Board of Managers, Bois de Sioux Watershed District, for a hearing, which was held on August 20, 2020, whereby the 2021 budget of the Bois de Sioux Watershed District was determined, and the said Board of Managers is legally authorized to tax the levies listed below.

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

1. In accordance with M.S.A. 103D.905, Subd. 3, the Bois de Sioux Watershed District does hereby levy an ad valorem tax of \$250,000 to be assessed at the appropriate mill rate on all taxable property within the district.
2. In accordance with M.S.A. 471.59, and Laws of Minnesota 1998, Chapter 389- H.F. No. 3840, the Bois de Sioux Watershed District does hereby levy an ad valorem tax not to exceed 0.04836 percent of the taxable market value of all property within the district. This levy shall be in excess of any levy authorized by Minnesota Statutes, section 103D.905. The proceeds of one-half of this levy shall be credited to the district's construction fund and shall be used for the development, construction, and maintenance of projects and programs of benefit to the district. The proceeds of the remaining one-half of this levy shall be credited to the general fund of the Red River watershed

Management Board and shall be used for funding the development, construction, and maintenance of projects and programs of benefit to the Red River basin.

3. That the Auditors of the Counties of Big Stone, Grant, Otter Tail, Stevens, Traverse, and Wilkin shall make said levies in accordance with the provisions of the Minnesota Watershed Act, Chapter 103D, as amended.

Dated this _____ day of _____, _____.

BOIS DE SIOUX WATERSHED DISTRICT

By: _____

Linda Vavra
President

Motion: _____

Second: _____

For: _____

Against: _____

**RESOLUTION OF
THE BOIS DE SIOUX WATERSHED DISTRICT
DITCH ASSESSMENT LEVIES**

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

WHEREAS, jurisdiction over the attached ditches have been transferred by the County or resides with the authority of the Watershed District, pursuant to Minnesota Statutes; and

WHEREAS, pursuant to Chapters 103D and 103E of Minnesota Statutes, the Board of Managers found the noted ditch/project requires maintenance or is out of repair and has authorized various repairs to said ditch/project; and

WHEREAS, there is not enough money in the drainage system/project account to pay for said maintenance/repairs.

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

1. That the Boise de Sioux Watershed District does hereby levy assessments in the total amount of _____, to be attributed as indicated on the attached worksheet to be assessed against the benefited properties within the said ditch system.
2. That the assessment shall be payable in 2021 and shall not be apportioned over more than one year.

Dated this _____ day of _____, _____.

BOIS DE SIOUX WATERSHED DISTRICT

By: _____

Linda Vavra
President

Motion: _____

Second: _____

For: _____

Against: _____

2021 DITCH FUND BUDGET ASSESSMENTS

THESE FIGURES WILL BE UPDATED IN DECEMBER 2020, AND A FINAL CERTIFICATION HEARING WILL BE HELD AT THAT TIME.

REPAIRS ANTICIPATED FALL 2020 AND 2021

Ditch #	Description of Work	Length of Ditch (Miles)	2020 Certified Assessment	2020 Assessment \$/Acre	ESTIMATED END OF YEAR BALANCE AS OF 8/3/20	2021 PROPOSED Assessment	2021 Assessment \$/Acre
JCD #3	Have two miles of field drains to spot clean	3	\$2,750.00	\$0.21	\$25,421.06	\$2,750.00	\$0.21
JCD #6	2021 Retrofit	7	\$19,000.00	\$3.92	(\$58,523.03)	\$19,000.00	\$3.92
JCD #7	Cleanout 1 1/2 miles	5	\$9,000.00	\$2.05	\$91,016.02	\$9,000.00	\$2.05
JCD #11*	Cleanout 1 mile on Lateral 6	29	\$100,000.00	\$4.95	(\$145,813.96)	\$40,000.00	\$1.98
JCD #14	Repair Section 23 Blowout; Need engineering info	23	\$117,200.00	\$3.98	(\$272,169.00)	\$117,200.00	\$3.98
TCD #9	Needs spot cleaning	5.5	\$1,700.00	\$0.52	\$18,846.01	\$1,700.00	\$0.52
TCD #10	Four miles need to be tracked and clean field drains	6	\$6,800.00	\$2.00	\$10,843.20	\$6,800.00	\$2.00
TCD #11	Need two miles of cleaning	9	\$25,050.00	\$3.00	\$54,822.03	\$20,000.00	\$2.40
TCD #13	Needs spot cleaning and clean field drains	2	\$4,100.00	\$1.70	\$5,552.08	\$4,100.00	\$1.70
TCD #15	Field drains need to be cleaned	1.5	\$1,020.00	\$1.00	\$3,426.17	\$1,500.00	\$1.47
TCD #18	Replace Culvert (2019); Needs plugs removed at the outlet and spot cleaning	2	\$4,000.00	\$4.03	(\$5,859.90)	\$4,000.00	\$4.03
TCD #22	Could use riprap at the outlet, downstream 1/4 mile	2	\$3,700.00	\$4.00	(\$10,251.93)	\$3,700.00	\$4.00
TCD #24	Need big trees cut and stumps removed; possibly \$6000	3	\$2,600.00	\$1.60	\$1,854.36	\$3,700.00	\$2.28
TCD #26	Cleanout 2 miles	3.5	\$4,770.00	\$1.50	\$9,979.33	\$4,770.00	\$1.50
TCD #27	New Culverts (2019); Cleanout 3/4 of a mile and lateral B2E needs spot cleaning	21	\$12,700.00	\$0.75	(\$46,419.13)	\$50,000.00	\$2.94
TCD #30	Plugged culvert	2	\$9,000.00	\$4.03	(\$16,625.86)	\$9,000.00	\$4.03
TCD #32	Cleanout 1/2 mile	3	\$1,900.00	\$0.77	\$3,751.76	\$2,500.00	\$1.02
TCD #33	Cleanout 1/2 mile	2.25	\$1,400.00	\$0.76	\$11,908.13	\$1,400.00	\$0.76
TCD #35	Cleanout 3 miles and track field drains; 1/2 mile spot clean	5	\$2,600.00	\$0.77	\$11,389.81	\$8,000.00	\$2.36
TCD #36	Rocks and willows to be removed	7	\$3,300.00	\$0.93	\$2,218.83	\$3,700.00	\$1.04
TCD #38	Track the ditch and clean field drains	3.25	\$2,500.00	\$0.77	\$17,294.50	\$2,500.00	\$0.77
TCD #39	Repair a separated culvert; add fabric and clay	1.5	\$1,000.00	\$0.72	\$4,583.85	\$1,000.00	\$0.72
TCD #41	Culverts Replaced and Clean-Out (2019); Unplug a culvert	6	\$16,000.00	\$4.76	(\$53,891.63)	\$16,000.00	\$4.76
TCD #46	Several large trees that need to be removed	2	\$2,300.00	\$1.99	\$10,346.65	\$2,300.00	\$1.99
TCD #48	Need riprap	1.5	\$3,400.00	\$10.00	(\$14,816.04)	\$3,400.00	\$10.00
TCD #51	Partial cleanout (2019); Needs cleaning and field drains for three miles	7	\$18,600.00	\$4.01	\$10,584.44	\$10,000.00	\$2.16
TCD #53	Cleanout and Ditching (2018); needs spot cleaning	6	\$8,000.00	\$0.52	\$52,840.15	\$2,000.00	\$0.13
TCD #55	Cattail removal and remove sediment plug	2	\$2,700.00	\$4.08	\$863.01	\$2,700.00	\$4.08
WCD #Sub-1	Tree snags to remove; remove sediment plugs and fix field trenches	8.5	\$11,000.00	\$1.01	\$25,435.51	\$11,000.00	\$1.01
WCD #18	Cost share approach pipe (2019); Clean 2 miles of field drains; new rock at outlet	5	\$17,300.00	\$4.13	(\$11,335.11)	\$17,300.00	\$4.13
WCD #20	Culvert cost share (2019); Outlet needs sloping and repair field drains for 5 miles	7	\$15,850.00	\$2.00	(\$1,273.46)	\$31,700.00	\$4.00
WCD #25	Outlet needs sloping and field drains for 5 miles	5	\$6,500.00	\$0.57	\$29,870.09	\$10,000.00	\$0.87
WCD #35	Remove old bridge piles	5	\$3,900.00	\$0.78	\$27,299.95	\$3,750.00	\$0.75
WCD #39	Clean 4 miles	4	\$3,500.00	\$1.05	\$18,925.84	\$13,250.00	\$3.99
Total			\$445,140.00		(\$267,956.27)	\$439,720.00	

2021 DITCH FUND BUDGET ASSESSMENTS

THESE FIGURES WILL BE UPDATED IN DECEMBER 2020, AND A FINAL CERTIFICATION HEARING WILL BE HELD AT THAT TIME.

FUND BALANCE IS STABLE - \$0.00 LEVY FOR 2021

Ditch #	Description of Work	Length of Ditch (Miles)	2020 Certified Assessment	2020 Assessment \$/Acre	ESTIMATED END OF YEAR BALANCE AS OF 8/3/20	2021 PROPOSED Assessment Subject to Change	2021 Assessment \$/Acre
JCD #2	<i>Need to work on the outlet; Section 24; clear trees</i>	6	\$0.00	\$0.00	\$151,567.03	\$0.00	\$0.00
JCD #12	<i>Repair side inlets, scour holes; need to clean 1.3 miles of Lateral 2; Slope Lateral 3</i>	51	\$8,900.00	\$0.10	\$171,500.09	\$0.00	\$0.00
BdSWD #3		1.5	\$0.00	\$0.00	\$86,389.68	\$0.00	\$0.00
TCD #1E		5	\$4,400.00	\$0.73	\$33,848.36	\$0.00	\$0.00
TCD #1W		4	\$5,000.00	\$0.77	\$32,167.01	\$0.00	\$0.00
Total			\$18,300.00		\$475,472.17	\$0.00	

BUILD FUND BALANCE - NO SIGNIFICANT REPAIRS ANTICIPATED 2021

Ditch #	Description of Work	Length of Ditch (Miles)	2020 Certified Assessment	2020 Assessment \$/Acre	ESTIMATED END OF YEAR BALANCE AS OF 8/3/20	2021 PROPOSED Assessment Subject to Change	2021 Assessment \$/Acre
TCD #2		4.5	\$5,000.00	\$0.52	\$21,537.54	\$5,000.00	\$0.52
TCD #4	<i>Partial Cleanout (2019)</i>	5	\$38,500.00	\$3.61	\$10,760.50	\$10,000.00	\$0.94
TCD #7		6	\$11,840.00	\$1.99	\$9,554.77	\$11,840.00	\$1.99
TCD #8	<i>Cleanout (2019)</i>	5	\$1,800.00	\$0.22	(\$11,565.35)	\$6,500.00	\$0.81
TCD #16		4	\$9,700.00	\$4.00	(\$12,733.20)	\$9,700.00	\$4.00
TCD #17		4	\$7,700.00	\$3.73	(\$34,741.82)	\$7,700.00	\$3.73
TCD #19		2.5	\$700.00	\$0.83	\$2,185.48	\$700.00	\$0.83
TCD #20		1	\$4,500.00	\$2.42	(\$2,464.66)	\$4,500.00	\$2.42
TCD #28	<i>Partial Cleanout (2019)</i>	3.5	\$6,700.00	\$1.90	(\$2,087.32)	\$6,700.00	\$1.90
TCD #29	<i>Partial Cleanout (2019)</i>	3	\$2,950.00	\$1.51	\$8,090.33	\$2,950.00	\$1.51
TCD #31		7	\$7,000.00	\$1.09	\$4,128.19	\$7,000.00	\$1.09
TCD #40		4	\$7,100.00	\$2.22	\$11,744.83	\$4,900.00	\$1.53
TCD #42		5	\$10,200.00	\$3.00	\$1,781.91	\$3,400.00	\$1.00
TCD #43	<i>Culvert Replaced (2019)</i>	6	\$7,500.00	\$2.05	\$25,915.17	\$4,500.00	\$1.23
TCD #44	<i>Culvert Replaced and Cleanout (2019)</i>	10	\$30,200.00	\$3.99	\$1,708.63	\$15,000.00	\$1.98
TCD #50		1.25	\$200.00	\$1.25	\$2,361.42	\$200.00	\$1.25
TCD #52	<i>Partial Cleanout (2019)</i>	15	\$25,000.00	\$2.46	(\$12,093.81)	\$25,000.00	\$2.46
Total			\$176,590.00		\$24,532.61	\$125,590.00	

DEBT SERVICE

Ditch #	Description of Work	Length of Ditch (Miles)	2020 Certified Assessment	2020 Assessment \$/Acre	ESTIMATED END OF YEAR BALANCE AS OF 8/3/20	2021 PROPOSED Assessment Subject to Change	2021 Assessment \$/Acre
TCD #23*	<i>Culverts and Repair (2018); clean between culverts</i>	5	\$10,250.00	\$2.82	(\$86,189.42)	\$10,250.00	\$2.82
TCD #37*	<i>Redetermination and Suit (2016 & 2017)</i>	7	\$40,380.00	\$0.27	(\$416,418.73)	\$40,380.00	\$0.27
WCD #8*	<i>2018 - 2019 Repair</i>	7.5	\$77,799.00	\$6.58	\$88,277.64	\$77,799.00	\$6.58
WCD #9*	<i>2019 Improvement</i>	8	\$162,344.00	\$10.17	\$844,680.96	\$162,344.00	\$10.17
Total			\$290,773.00		\$430,350.45	\$290,773.00	

*JD #11 will levy for payments payable starting in 2022

\$930,803.00

\$856,083.00

Meeting Notes
Bois de Sioux and Mustinka Watersheds
1W1P Local Board Review Session
07/31/2020 at 1:00 pm
by conference call and screenshare

Big Stone County	Danny Tuckett
Big Stone County	Jay Backer
Grant County	Greg Lillemon
Grant County	Bill LaValley
Otter Tail County	Kyle Westergard
Stevens County SWCD	Matt Solemsaas
Stevens SWCD	Greg Fynboh
Stevens County	Ron Staples
Traverse SWCD	Dave Rinke
Traverse SWCD	Sara Gronfeld
West Otter Tail SWCD	Ben Underhill
Bois de Sioux Watershed	Lukas Croaker
Bois de Sioux Watershed	Jamie Beyer
Bois de Sioux Watershed	Ben Brutlag
BWSR	Pete Waller
DNR	Emily Siira
HEI	Rachel Olm

This attendee list is incomplete; this meeting was held by Zoom, and there were several meeting attendees without name identification. In addition to the Steering and Policy Committees, meeting invitations were extended to:

- Big Stone, Grant, Otter Tail, Stevens, Traverse, Wilkin SWCD Supervisors
- Big Stone, Grant, Otter Tail, Stevens, Traverse, Wilkin County Commissioners
- Bois de Sioux Watershed District Board Managers

The Steering Committee's Presentation of the draft Comprehensive Watershed Management Plan developed through One Watershed One Plan included an over view of:

Section 1	Introduction
Section 2	Prioritized Issues
Section 3	Measureable Goals
Sections 4 & 5	Programs and Actions and Implementation

Meeting attendees had an opportunity to ask questions and make comments. A recording of the presentation will be sent to the Steering and Policy Committees.

7/6/20: Steering and Advisory Committees receive a full plan draft
7/6 – 7/16/20: Steering and Advisory Committees review full plan draft and return comments
Week of 7/20/20: Steering Committee meets to discuss comments→ Please let us know your availability: <https://doodle.com/poll/fwdaaiqmy9n83t89>
7/27/20: Policy Committee and 13 boards sent full plan draft (please send me mailing addresses and I will send paper copies, if you so choose)
7/31/20 at 1 pm: Local Board Review Presentation (will be recorded, too)
8/6/20 morning meeting: Advisory Committee meets to discuss any questions or comments
8/6/20 1 pm: Policy Committee meets to discuss any questions or comments
9/3/20 9 am: Steering Committee plan public hearing, and could start looking at implementation
9/3/20 1 pm: Policy Committee meets to approve 60-day notice and receive update on SC implementation
9/4/20: 60-day notice starts, ends 11/4/20
*****We need to schedule a public hearing and work on response to comments and possibly update plan*****
11/21/20 – 11/30/20: 13 Boards will need to approve the final plan
11/30/20 – Submit to BWSR for approval; could take 90 days
??/??/21: 13 Boards adopt the final plan

**Meeting Minutes
Bois de Sioux and Mustinka Watersheds
1W1P Policy Committee**

August 6, 2020 at 1:00 pm

PHONE CONFERENCE CALL & ONLINE SCREENSHARE

<u>Member Organizations</u>	<u>Committee Representative</u>	<u>Designated Alternate</u>
Big Stone County	Commissioner Jay Backer	
Big Stone SWCD	Supervisor Dan Morrill [Absent]	
Grant County	Commissioner Bill LaValley	Commissioner Doyle Sperr [Absent]
Grant SWCD	Supervisor Randy Larson [Absent]	Sup. Odell Christenson [Absent]
Otter Tail County	Commissioner John Lindquist	Com. Lee Rogness [Absent]
West Otter Tail SWCD	Supervisor John Walkup	Supervisor Richard Viger [Absent]
Stevens County	Commissioner Ron Staples	Commissioner Neil Wiese
Stevens SWCD	Supervisor Greg Fynboh	Supervisor Debbie Anderson [Absent]
Traverse County	Commissioner Tom Monson	Commissioner Kevin Leininger [Absent]
Traverse SWCD	Supervisor Chester Raguse [Absent]	Supervisor Carol Johnson [Absent]
Wilkin County	Commissioner Eric Klindt [Absent]	Commissioner Dennis Larson [Absent]
Wilkin SWCD	Supervisor Kyle Gowin [Absent]	Supervisor Josh Deal [Absent]
Bois de Sioux Watershed	Manager Linda Vavra	Manager Allen Wold [Absent]

Also Present

Henry Van Offelen, BWSR
Pete Waller, BWSR
Danny Tuckett, Big Stone County
Reed Peterson, Grant County
Rachel Olm, HEI
Jeremiah Jazdzewski, HEI **[Absent]**
Jamie Beyer, BdSWD

1. Call to order

2. Approve Last Meeting's Minutes

Vavra motioned, seconded by LaValley, to approve the July 2, 2020. Motion carried.

3. Recommend for Approval Claims

Backer motioned, seconded by Lindquist, to approve payment to HEI in the amount of \$3,158.25. Motion carried.

4. Review Most Recent Financial Report

Olm presented total expenses vs. the plan budget. There has been savings by using conference calls rather than in-person meetings.

5. Comments / Responses from Informal Review

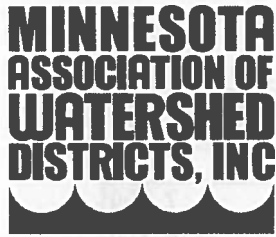
Olm presented the comments that were received under the informal review period, and demonstrated whether changes to the plan were made, and what they were. Chair Staples requested that the comments be emailed to the Policy Committee. Chair Staples noted the large investment the plan places in the “Filtration practices (filter strips, grass waterways)” action item. Olm informed the committee that this category includes existing CRP/CSP contracts, and directed committee members to Table 5-4, which separates this category into: New Projects Program & Land Contracting Program, and specifies that 100% of the Land Contracting Program is federal-based funding. Lindquist asked if the federal dollars are cut, whether plan participants will have to fill-in the gap to fund this high priority. Beyer relayed that there are many high priorities in the plan, and that the 1W1Plan Planning and Policy committees will only be putting together two-year budgets for Level 2 Watershed Based Implementation Funds; all 13 entities will continue to approve their own Level 1 institutional budgets as they see fit. Chair Staples voiced concern that if Level 2 Watershed Based Implementation Funds come in below estimates, that institutional budgets will have to supplement efforts. Olm stated that the Steering Committee had a choice: to create a budget for Base Funding + Watershed Based Implementation Funding or to have a separate budget for Base Funding and a separate budget for Watershed Based Implementation Funding. The Steering Committee went with the latter, which conveys explicitly that a decrease in Watershed Based Implementation Funding will not automatically trigger supplementation from organization Base Funding. Chair Staples asked that more attention be given to the Bacteria Loading goal, as the measureable outcome (livestock fencing) does not relate to the issue background.

6. Next Steps

Policy Committee members are asked to submit their plan comments on or before 8/24. It is expected at the 9/3 Policy Committee meeting, that committee members will consider approving the plan for 60-day comment.

The Policy Committee expressed interest in hearing about organizational options for implementation. Chair Staples asked that Beyer email committee members the summary of organizational options and sample formal agreements. Beyer will try to schedule guests for the 9/3 to talk about what structure they are using, and how it is working out.....

NEXT POLICY COMMITTEE MEETING: September 3rd at 1 PM (Local Board Review via Zoom)



Land and Water Shall be Preserved

Minnesota Association of Watershed Districts, Inc.

www.mnwatershed.org | 651-440-9407

Memo

DATE: July 28, 2020

TO: Watershed District Administrators

FROM: Emily Javens, Executive Director

CC: MAWD President Mary Texer, Treasurer Sherry Davis White, Co-Treasurer Jackie Anderson
MAWD Accountant Angie Fischer Obremski

RE: 2021 MAWD ANNUAL MEMBERSHIP DUES

Please find attached the 2021 MAWD Membership Dues Spreadsheet that shows the amounts due from each watershed district to be members of MAWD next year. The dues formula will remain the same from 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 watershed districts is equal to 0.5% of each watershed district's maximum general levy as defined in statute (before applying the \$250,000 levy limit), not to exceed \$7,500. Dues for water management organizations 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.

2021 WD Dues = 2020 Estimated Market Values x 0.00048 x 0.005, not to exceed \$7,500

2021 WMO Dues = \$500 (1st year), 50% WD dues (2nd year), 100% WD Dues (3rd year)

Dues are due February 28, 2020 but we wanted to update you now for budgeting purposes. If you wish to submit payment early, please remit payment directly to the MAWD Accountant:

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

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

Attachments: 2021 MAWD Membership Dues Spreadsheet
BWSR Memo dated July 13, 2020 re: 2020 Estimated Market Values

2021 MAWD Membership Dues

WATERSHED DISTRICT NAME	Estimated Market Values	2021 MAWD Dues
BEAR VALLEY	222,594,100	534
BELLE CREEK	411,394,500	987
BOIS DE SIOUX	4,625,778,400	7,500
BROWN'S CREEK	2,074,127,200	4,978
BUFFALO CREEK	2,393,395,400	5,744
BUFFALO-RED RIVER	9,116,494,200	7,500
CAPITOL REGION	23,996,878,400	7,500
CARNELIAN MARINE ST. CROIX	1,879,165,600	4,510
CEDAR RIVER	3,015,157,400	7,236
CLEARWATER RIVER	1,729,268,500	4,150
COMFORT LAKE - FOREST LAKE	2,200,044,800	5,280
COON CREEK	17,432,688,900	7,500
CORMORANT LAKES	608,601,300	1,461
CROOKED CREEK	379,453,800	911
HERON LAKE	2,486,913,400	5,969
HIGH ISLAND	1,226,992,800	2,945
JOE RIVER	230,235,300	553
KANARANZI-LITTLE ROCK	1,756,026,500	4,214
LAC QUI PARLE-YELLOW BANK	3,021,146,100	7,251
LOWER MINNESOTA RIVER	11,153,522,500	7,500
MIDDLE FORK CROW RIVER	1,876,963,700	4,505
MIDDLE SNAKE TAMARAC RIVERS	2,648,157,700	6,356
MINNEHAHA CREEK	57,737,024,300	7,500
NINE MILE CREEK	21,948,107,900	7,500
NORTH FORK CROW RIVER	1,465,665,100	3,518
OKABENA-OCHEDA	999,430,600	2,399
PELICAN RIVER	2,334,954,900	5,604
PRIOR LAKE-SPRING LAKE	4,463,654,400	7,500
RAMSEY-WASHINGTON METRO	17,880,542,700	7,500
RED LAKE	8,358,876,700	7,500
RICE CREEK	24,568,396,300	7,500
RILEY-PURGATORY-BLUFF CREEK	15,768,604,000	7,500
ROSEAU RIVER	783,821,000	1,881
SAND HILL RIVER	1,177,940,700	2,827
SAUK RIVER	9,116,910,400	7,500
SHELL ROCK RIVER	2,158,112,600	5,179
SOUTH WASHINGTON	13,806,554,400	7,500
STOCKTON-ROLLINGSTONE WS	558,276,200	1,340
TURTLE CREEK	1,267,134,900	3,041
TWO RIVERS	1,550,473,100	3,721
UPPER MINNESOTA RIVER	1,402,018,300	3,365
VALLEY BRANCH	5,244,764,800	7,500
WARROAD	379,251,500	910
WILD RICE	3,759,509,200	7,500
YELLOW MEDICINE RIVER	2,569,424,900	6,167
TOTALS	293,784,449,400	227,535

Notes:

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

Source of 2020 Estimated Market Values: See included BWSR Memorandum, July 13, 2020

**BOIS DE SIOUX WATERSHED DISTRICT
2020-2021 ANNUAL ORGANIZATION**

BOARD OFFICERS

President.....Linda Vavra
Vice President.....Jason Beyer
TreasurerJohn Kapphahn
Secretary.....Allen Wold

NEWSPAPERS

Traverse CountyWheaton Gazette
Big Stone CountyThe Northern Star
Grant County Grant County Herald
Wilkin County The Daily News
Otter Tail County The Daily Journal
Stevens County..... The Chokio Review

CONSULTANTS

Attorney at Law Lukas Croaker
Engineer Chad Engels
Accountant..... Renee Kannegeisser
Auditor..... CliftonLarsonAllen

DEPOSITORIES

Bank of the West Wheaton, MN
Bremer Bank Morris, MN

INSURANCE COVERAGE

League of Minnesota CitiesSaint Paul, MN

COMMITTEES (appointed by the President)

PERSONNEL COMMITTEE

Scott Gillespie
Steven Schmidt
Linda Vavra
Allen Wold

NORTH OTTAWA OPERATIONS & MAINTENANCE COMMITTEE

Jason Beyer
John Kapphahn
Ben Brutlag
Linda Vavra

OFFICE BUILDING MAINTENANCE COMMITTEE

Jerome Deal
Linda Vavra
Steven Schmidt

PERMIT REVIEW COMMITTEE

Engineer
Engineer Technician
Board Members Assigned to Respective Areas-See Map

POLICIES & PROCEDURES COMMITTEE

Jason Beyer
Scott Gillespie
Linda Vavra
Steven Schmidt

LEGISLATIVE COMMITTEE

Allen Wold
Scott Gillespie
Linda Vavra
Lukas Croaker

REDPATH COMMITTEE

Allen Wold
Linda Vavra
John Kapphahn
Doug Dahlen
Lukas Croaker
Chad Engels

1W1PLAN COMMITTEE

Steven Schmidt
Allen Wold
Jerome Deal
Linda Vavra

BIG LAKE COMMITTEE

Doug Dahlen
Allen Wold
John Kapphahn
Linda Vavra

CONSTRUCTION CONTRACT COMMITTEE

Jason Beyer
Ben Brutlag
Doug Dahlen
Linda Vavra

DORAN CREEK

Jason Beyer
Linda Vavra
Jerome Deal
Ben Brutlag

LAKE TRAVERSE WATER QUALITY IMPROVEMENT PROJECT

Jerome Deal
Scott Gillespie
Steven Schmidt
Linda Vavra

ADVISORY COMMITTEE MEMBERS

Jay Backer
Scott Bauer
Duane Duin
Dean Frisch
Doug Jahnke
Eric Klindt
Tom Monson
Ron Staples
Mark Summer
Vernell Wagner
John Walkup

BUFFER COMMITTEE

John Kapphahn
Scott Gillespie
Linda Vavra
Allen Wold

2020 BILLABLE RATES

Approved 7/16/2020:

Administrator.....	\$74.79/hour
Office Manager	\$56.18/hour
Technician.....	\$81.75/hour