



Regular Meeting Agenda
SEPTEMBER 17, 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: 856 2818 4653 and Passcode: 137613 (Raise and hold your hand up to be recognized by the President) or you can call-in to: (312) 626-6799 -> Meeting ID: 856 2818 4653 and Passcode: 137613 (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
 - Add Rob Sip, RRWMB Update
- Declaration of Conflicts of Interest
- Approve Consent Agenda, which includes:
 - Approve Claims of September 17, 2020 *p. 1*
 - Approve Minutes of August 20, 2020 *p. 5*
 - Treasurer's Report & Budget *p. 9*
- Public Comment

PERMITS

- Update
- Condition of Permit #19-133, David Stock on behalf of David Bakke

8:30 AM

Reconvene 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
- WCD #9 Update
- WCD #20 Repair & Cost Estimate Update
- WCD #25 Repair & Cost Estimate Update
- TCD #16 Repair Update
- JD #11 Update
- Approve Contractor Pay Application No. 3
- Approve Traverse County Bond Reimbursement Request #4
- JD #12 Lateral 3 Sloughing Repair
- Lateral 4 Utility and Approach Relocation
- JD #14 Repair & Cost Estimate Update

**WATERSHED
PROJECTS**

- Update
LTWQIP Land Acquisition & Construction Bid Update
- North Ottawa Approve resolutions supporting Phase No. 2 grant applications and commit cost-share
Bird Reports: <https://ebird.org/hotspot/L2182908>
Approve 10-Year Working Lands Agreement Framework
- Redpath Purchase Agreement Updates
 - Approve Purchase Agreement with James E. Graham Estate p.16+18
 - Approve Purchase Agreement with Robert & Roger Schmitz as Personal Representatives of the Estate of James Graham, Robert Schmitz Individually and Laine R. Schmitz p.17 +18
 - Approve Purchase Agreement with Robert Schmitz p.15+18
- SW1/4, Section 15 CRP Contract
- Approve Final Grant Reimbursement Submission p.14
- Legal Evaluation of Future Redpath Grant Terms
- Doran Creek Approve Landowner Mailing
- Big Lake Update on Revisions
- Approve EAW for 60-Day Notice
- Lake Samantha Update
- Cover Crop Approve Agreement with Stevens County SWCD

**BOARD
MANAGERS**

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

GENERAL

- Update
- 1W1Plan
- Minutes & Letters

Upcoming:

October 1, 2020, Timesheets Due

Board Meeting:
October 15, 2020 at 9 AM

Board Meeting:
November 19, 2020 at 9 AM

Bois de Sioux Watershed District
JB CHECKS TO APPROVE NEW
August 21 through September 17, 2020

Num	Date	Name	Memo	Account	Paid Amount
	09/02/2020		Deposit	10000 · Bank of the West Checking	
TOTAL					0.00
	09/02/2020		Deposit	10000 · Bank of the West Checking	
TOTAL					0.00
	08/31/2020		Service Charge	10010 · Bremer Bank Checking	
			Service Charge	53200 · Miscellaneous Expenses	-12.00
TOTAL					-12.00
20813	09/17/2020	AmeriPride Linen & Uniform Services		10000 · Bank of the West Checking	
				53420 · Maintenance	-31.65
TOTAL					-31.65
20807	09/03/2020	City of Wheaton		10000 · Bank of the West Checking	
			W/S/G	53440 · Utility Expense	-35.46
TOTAL					-35.46
20815	09/17/2020	Elan Financial Services		10000 · Bank of the West Checking	
			BOARD MEETING MEAL	52800 · Meeting Expense	-81.93
			FREEFIND SEARCH UPDATE	55130 · Website	-19.00
			ADOBE SUB	55130 · Website	-33.65
			ZOOM SUB	52800 · Meeting Expense	-32.04
			CART & CORD BOXES	53300 · Office Equip & Furniture	-133.58
			PAPER & MAGNETS	53500 · Office Supplies	-53.56
TOTAL					-353.76
20821	09/17/2020	Emmons & Oliver Resources, Inc.		10000 · Bank of the West Checking	
			NORTH OTTAWA DNR WORK	51900 · Engineering Services	-5,263.25
TOTAL					-5,263.25
	08/31/2020	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
20816	09/17/2020	Fergus Falls Daily Journal		10000 · Bank of the West Checking	
			BUDGET HEARINGS	51500 · Advertising Expense	-269.50
TOTAL					-269.50
	08/31/2020	Fridgen, Troy J	Direct Deposit	10000 · Bank of the West Checking	
			Direct Deposit	54700 · Wages and Salaries	-2,196.17
			Direct Deposit	54700 · Wages and Salaries	-1,194.41
			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	-43.36
			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	2,032.38
TOTAL					0.00

Bois de Sioux Watershed District
JB CHECKS TO APPROVE NEW
August 21 through September 17, 2020

Num	Date	Name	Memo	Account	Paid Amount
20817	09/17/2020	Fridgen, Troy J		10000 · Bank of the West Checking	
			DATA/CELL PLAN	53440 · Utility Expense	-70.00
TOTAL					-70.00
20832	09/17/2020	Frontier		10000 · Bank of the West Checking	
			PHONE	53450 · Telephone Expense	-203.26
TOTAL					-203.26
20805	08/31/2020	Further		10000 · Bank of the West Checking	
				21400 · HSA Withholding	-200.00
TOTAL					-200.00
20819	09/17/2020	Gazette Publishing Co.		10000 · Bank of the West Checking	
			PETITION HEARING	51500 · Advertising Expense	-187.00
			BUDGET HEARINGS	51500 · Advertising Expense	-306.00
TOTAL					-493.00
20820	09/17/2020	Houston Engineering, Inc.		10000 · Bank of the West Checking	
			Overall Plan Update - 1W1P	53650 · Overall Plan	-11,644.00
TOTAL					-11,644.00
	08/21/2020	Internal Revenue Service	41-1623198	10000 · Bank of the West Checking	
			41-1623198	Federal Withholding	-238.00
			41-1623198	21000 · Medicare Withholding	-55.47
			41-1623198	21000 · Medicare Withholding	-55.47
			41-1623198	21100 · Social Security Withholding	-237.18
			41-1623198	21100 · Social Security Withholding	-237.18
TOTAL					-823.30
	09/04/2020	Internal Revenue Service	41-1623198	10000 · Bank of the West Checking	
			41-1623198	Federal Withholding	-242.00
			41-1623198	21000 · Medicare Withholding	-57.64
			41-1623198	21000 · Medicare Withholding	-57.64
			41-1623198	21100 · Social Security Withholding	-246.47
			41-1623198	21100 · Social Security Withholding	-246.47
TOTAL					-850.22
20823	09/17/2020	League of Minnesota Cities		10000 · Bank of the West Checking	
			ANNUAL DUES	51800 · District Insurance & Dues	-1,975.00
TOTAL					-1,975.00
20809	09/03/2020	League of Mn. Cities Insurance Trust		10000 · Bank of the West Checking	
			WORK COMP PREMIUM	51800 · District Insurance & Dues	-353.00
TOTAL					-353.00
20814	09/17/2020	Mike Berlinger		10000 · Bank of the West Checking	
			BEAVER REMOVAL	53910 · Nuisance Beaver Control	-125.00
TOTAL					-125.00
	08/21/2020	MN Dept. of Revenue	2397944	10000 · Bank of the West Checking	
			2397944	21300 · State Withholding	-121.00
TOTAL					-121.00
	09/04/2020	MN Dept. of Revenue	2397944	10000 · Bank of the West Checking	
			2397944	21300 · State Withholding	-123.00
TOTAL					-123.00

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Num	Date	Name	Memo	Account	Paid Amount
20833	09/17/2020	MN PEIP		10000 · Bank of the West Checking	
			WENDY	Health Insurance Expense	-1,110.60
			TROY	Health Insurance Expense	-763.78
TOTAL					-1,874.38
	08/31/2020	Mn State Retirement System		10000 · Bank of the West Checking	
				51700 · Deferred Compensation	-150.00
TOTAL					-150.00
20824	09/17/2020	Neu Real Estate		10000 · Bank of the West Checking	
			APPRAISAL UPDATE	53200 · Miscellaneous Expenses	-9,600.00
TOTAL					-9,600.00
20825	09/17/2020	Ohnstad Twichell, PC		10000 · Bank of the West Checking	
			JD #11 REPAIR	52600 · Legal Fees	-1,652.80
			WCD #9	52600 · Legal Fees	-120.00
			LTWQIP	52600 · Legal Fees	-2,840.00
			REDPATH PROJECT	52600 · Legal Fees	-2,394.50
			GENERAL LEGAL WORK	52600 · Legal Fees	-2,856.76
			GENERAL LEGAL WORK -PETITIONS T...	52600 · Legal Fees	-1,020.00
			WILKIN COUNTY CULVERT POLICY	52600 · Legal Fees	-1,540.00
			PERMITS	52600 · Legal Fees	-80.00
TOTAL					-12,504.06
20808	09/03/2020	Ottertail Power Company		10000 · Bank of the West Checking	
			ELECTRICITY	53430 · Electricity	-116.17
TOTAL					-116.17
20831	09/17/2020	Pitney Bowes-Reserve Account		10000 · Bank of the West Checking	
			PREPAID POSTAGE	53610 · Postage	-500.00
TOTAL					-500.00
20810	09/03/2020	Purchase Power Postage	8000-9090-0762-0110	10000 · Bank of the West Checking	
			8000-9090-0762-0110	53610 · Postage	-201.00
TOTAL					-201.00
	08/28/2020	QuickBooks Payroll Service	Created by Payroll Service on 08/26/2020	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 08/26/2020	2110 · Direct Deposit Liabilities	-2,841.13
TOTAL					-2,844.63
20826	09/17/2020	Richard Rydell Farms, Inc.	2873	10000 · Bank of the West Checking	
			BOULDERS	53200 · Miscellaneous Expenses	-13,579.75
TOTAL					-13,579.75
20811	09/03/2020	Runestone Telecom Assoc.	0026658-8 / 10432087	10000 · Bank of the West Checking	
			INTERNET & EMAIL	53440 · Utility Expense	-120.95
TOTAL					-120.95
20827	09/17/2020	Sag's Hardware Hank, Inc.		10000 · Bank of the West Checking	
			SURGE PROTECTOR, PHONE CORD, ...	54100 · Repairs and Maintenance	-77.96
TOTAL					-77.96
20806	08/31/2020	Star Bank		10000 · Bank of the West Checking	
				21400 · HSA Withholding	-100.00
TOTAL					-100.00

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Num	Date	Name	Memo	Account	Paid Amount
	08/31/2020	Sullivan, Wendy M	Direct Deposit	10000 - Bank of the West Checking	
			Direct Deposit	54700 Wages and Salaries	-198.86
			Direct Deposit	54700 Wages and Salaries	-1,126.89
			Direct Deposit	54700 Wages and Salaries	-132.58
			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	100.00
			Direct Deposit	Federal Withholding	4.00
			Direct Deposit	53800 Payroll Taxes	-61.06
			Direct Deposit	21100 Social Security Withholding	61.06
			Direct Deposit	21100 Social Security Withholding	61.06
			Direct Deposit	53800 Payroll Taxes	-14.28
			Direct Deposit	21000 Medicare Withholding	14.28
			Direct Deposit	21000 Medicare Withholding	14.28
			Direct Deposit	21300 State Withholding	2.00
			Direct Deposit	2110 Direct Deposit Liabilities	808.75
TOTAL					0.00
20818	09/17/2020	The Grant County Herald	BUDGET HEARINGS	10000 - Bank of the West Checking	
				51500 Advertising Expense	-288.76
TOTAL					-288.76
20822	09/17/2020	The Ortonville Independent/Northern Star	BUDGET HEARINGS	10000 - Bank of the West Checking	
				51500 Advertising Expense	-315.00
TOTAL					-315.00
20812	09/03/2020	Traverse Electric	MONTHLY & 10879	10000 - Bank of the West Checking	
			REDPATH SHED	53430 Electricity	-42.75
TOTAL					-42.75
20828	09/17/2020	Tri County Coop	VEHICLE GAS	10000 - Bank of the West Checking	
				54400 Vehicle Fuel	-126.93
TOTAL					-126.93
20829	09/17/2020	Valley Office Products, Inc.	PAPER & ENVELOPES	10000 - Bank of the West Checking	
				53500 Office Supplies	-133.94
TOTAL					-133.94
20830	09/17/2020	Xerox Corporation	COPIER LEASE	10000 - Bank of the West Checking	
				52100 Equipment Lease & Rental	-431.49
TOTAL					-431.49

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	09/02/2020		Deposit	10000 · Bank of the West Checking	
TOTAL					0.00
	09/02/2020		Deposit	10000 · Bank of the West Checking	
TOTAL					0.00
	08/31/2020		Service Charge	10010 · Bremer Bank Checking	
			Service Charge	53200 · Miscellaneous Expenses	-12.00
TOTAL					-12.00
20813	09/17/2020	AmeriPride Linen & Uniform Services		10000 · Bank of the West Checking	
				53420 · Maintenance	-31.65
TOTAL					-31.65
20807	09/03/2020	City of Wheaton		10000 · Bank of the West Checking	
			W/S/G	53440 · Utility Expense	-35.46
TOTAL					-35.46
20843	09/16/2020	Commissioner of Transportation	DEPOSIT - 4-D-2020-91727	10000 · Bank of the West Checking	
			DEPOSIT	54100 · Repairs and Maintenance	-25,000.00
TOTAL					-25,000.00
20815	09/17/2020	Elan Financial Services		10000 · Bank of the West Checking	
			BOARD MEETING MEAL	52800 · Meeting Expense	-81.93
			FREEFIND SEARCH UPDATE	55130 · Website	-19.00
			ADOBE SUB	55130 · Website	-33.65
			ZOOM SUB	52800 · Meeting Expense	-32.04
			CART & CORD BOXES	53300 · Office Equip & Furniture	-133.58
			PAPER & MAGNETS	53500 · Office Supplies	-53.56
TOTAL					-353.76
20821	09/17/2020	Emmons & Oliver Resources, Inc.		10000 · Bank of the West Checking	
			NORTH OTTAWA DNR WORK	51900 · Engineering Services	-5,263.25
TOTAL					-5,263.25
20845	09/16/2020	Estate of James Graham		10000 · Bank of the West Checking	
			PURCHASE AGREEMENT	52520 · ROW	-3,969.83
TOTAL					-3,969.83
	08/31/2020	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
	09/16/2020	Executive Director, P.E.R.A.	9095-00	10000 · Bank of the West Checking	
			9095-00	21200 · PERA Withholding	-363.53
			9095-00	21200 · PERA Withholding	-315.18
TOTAL					-678.71
20816	09/17/2020	Fergus Falls Daily Journal		10000 · Bank of the West Checking	
			BUDGET HEARINGS	51500 · Advertising Expense	-269.50
TOTAL					-269.50

Bois de Sioux Watershed District
JB CHECKS TO APPROVE NEW
August 21 through September 17, 2020

Num	Date	Name	Memo	Account	Paid Amount
	08/31/2020	Fridgen, Troy J	Direct Deposit	10000 · Bank of the West Checking	
			Direct Deposit	54700 · Wages and Salaries	-2,196.17
			Direct Deposit	54700 · Wages and Salaries	-346.76
			Direct Deposit	54700 · Wages and Salaries	-847.65
			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	-43.36
			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	2,032.38
TOTAL					0.00
20817	09/17/2020	Fridgen, Troy J		10000 · Bank of the West Checking	
			DATA/CELL PLAN	53440 · Utility Expense	-70.00
TOTAL					-70.00
	09/16/2020	Fridgen, Troy J	Direct Deposit	10000 · Bank of the West Checking	
			Direct Deposit	54700 · Wages and Salaries	-2,196.18
			Direct Deposit	54700 · Wages and Salaries	-577.94
			Direct Deposit	54700 · Wages and Salaries	-308.23
			Direct Deposit	54700 · Wages and Salaries	-308.23
			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	-43.37
			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	2,032.36
TOTAL					0.00
20832	09/17/2020	Frontier		10000 · Bank of the West Checking	
			PHONE	53450 · Telephone Expense	-203.26
TOTAL					-203.26
20805	08/31/2020	Further		10000 · Bank of the West Checking	
				21400 · HSA Withholding	-200.00
TOTAL					-200.00
20834	09/16/2020	Further		10000 · Bank of the West Checking	
				21400 · HSA Withholding	-200.00
TOTAL					-200.00
20819	09/17/2020	Gazette Publishing Co.		10000 · Bank of the West Checking	
			PETITION HEARING	51500 · Advertising Expense	-187.00
			BUDGET HEARINGS	51500 · Advertising Expense	-306.00
TOTAL					-493.00
20838	09/16/2020	HORMANN WORKS		10000 · Bank of the West Checking	
			PAY APPLICATION NO. 3	53890 · Contracted Repairs and Maintena	-238,477.71
TOTAL					-238,477.71

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JB CHECKS TO APPROVE NEW
August 21 through September 17, 2020

Num	Date	Name	Memo	Account	Paid Amount
20820	09/17/2020	Houston Engineering, Inc.		10000 · Bank of the West Checking	
			Overall Plan Update - 1W1P	53650 · Overall Plan	-11,644.00
TOTAL					-11,644.00
20840	09/16/2020	HPS	30286	10000 · Bank of the West Checking	
			NORTH OTTAWA PORTAPOTTY	53440 · Utility Expense	-175.00
TOTAL					-175.00
	08/21/2020	Internal Revenue Service	41-1623198	10000 · Bank of the West Checking	
			41-1623198	Federal Withholding	-238.00
			41-1623198	21000 · Medicare Withholding	-55.47
			41-1623198	21000 · Medicare Withholding	-55.47
			41-1623198	21100 · Social Security Withholding	-237.18
			41-1623198	21100 · Social Security Withholding	-237.18
TOTAL					-823.30
	09/04/2020	Internal Revenue Service	41-1623198	10000 · Bank of the West Checking	
			41-1623198	Federal Withholding	-242.00
			41-1623198	21000 · Medicare Withholding	-57.64
			41-1623198	21000 · Medicare Withholding	-57.64
			41-1623198	21100 · Social Security Withholding	-246.47
			41-1623198	21100 · Social Security Withholding	-246.47
TOTAL					-850.22
20844	09/16/2020	James E. Graham Estate	PURCHASE AGREEMENT	10000 · Bank of the West Checking	
			PURCHASE AGREEMENT	52520 · ROW	-27,566.13
TOTAL					-27,566.13
20849	09/16/2020	Jamie Beyer		10000 · Bank of the West Checking	
			WEEK ENDING 8/21/20	51300 · Administration Expense	-1,060.00
			WEEK ENDING 8/28/20	51300 · Administration Expense	-1,200.00
			WEEK ENDING 9/4/20	51300 · Administration Expense	-1,090.00
			WEEK ENDING 9/11/20	51300 · Administration Expense	-970.00
TOTAL					-4,320.00
20823	09/17/2020	League of Minnesota Cities		10000 · Bank of the West Checking	
			ANNUAL DUES	51800 · District Insurance & Dues	-1,975.00
TOTAL					-1,975.00
20809	09/03/2020	League of Mn. Cities Insurance Trust		10000 · Bank of the West Checking	
			WORK COMP PREMIUM	51800 · District Insurance & Dues	-353.00
TOTAL					-353.00
20839	09/16/2020	LM Road Services	INVOICE #1330	10000 · Bank of the West Checking	
			SPRAYING	53930 · Ditch Spraying	-1,660.00
			SPRAYING	53930 · Ditch Spraying	-617.38
			SPRAYING	53930 · Ditch Spraying	-370.40
			SPRAYING	53930 · Ditch Spraying	-370.43
			SPRAYING	53930 · Ditch Spraying	-123.48
			SPRAYING	53930 · Ditch Spraying	-370.43
			SPRAYING	53930 · Ditch Spraying	-123.48
			SPRAYING	53930 · Ditch Spraying	-493.90
			SPRAYING	53930 · Ditch Spraying	-233.61
			SPRAYING	53930 · Ditch Spraying	-166.88
			SPRAYING	53930 · Ditch Spraying	-33.38
			SPRAYING	53930 · Ditch Spraying	-233.63
			SPRAYING	53930 · Ditch Spraying	-1,367.81
			SPRAYING	53930 · Ditch Spraying	-455.94
			SPRAYING	53930 · Ditch Spraying	-1,287.00
			SPRAYING	53930 · Ditch Spraying	-750.75
			SPRAYING	53930 · Ditch Spraying	-107.25
			SPRAYING	53930 · Ditch Spraying	-849.38
			SPRAYING	53930 · Ditch Spraying	-283.12
			SPRAYING	53930 · Ditch Spraying	-535.00
			SPRAYING	53930 · Ditch Spraying	-535.00
			SPRAYING	53930 · Ditch Spraying	-535.00
			SPRAYING	53930 · Ditch Spraying	-535.00

Bois de Sioux Watershed District
JB CHECKS TO APPROVE NEW
August 21 through September 17, 2020

Num	Date	Name	Memo	Account	Paid Amount
			SPRAYING	53930 · Ditch Spraying	-450.00
			SPRAYING	53930 · Ditch Spraying	-225.00
			SPRAYING	53930 · Ditch Spraying	-450.00
			SPRAYING	53930 · Ditch Spraying	-675.00
			SPRAYING	53930 · Ditch Spraying	-2,047.05
			SPRAYING	53930 · Ditch Spraying	-113.72
			SPRAYING	53930 · Ditch Spraying	-113.73
			SPRAYING	53930 · Ditch Spraying	-1,420.56
			SPRAYING	53930 · Ditch Spraying	-83.56
			SPRAYING	53930 · Ditch Spraying	-83.56
			SPRAYING	53930 · Ditch Spraying	-83.57
			SPRAYING	53930 · Ditch Spraying	-312.75
			SPRAYING	53930 · Ditch Spraying	-312.75
			SPRAYING	53930 · Ditch Spraying	-312.75
			SPRAYING	53930 · Ditch Spraying	-625.50
			SPRAYING	53930 · Ditch Spraying	-846.39
			SPRAYING	53930 · Ditch Spraying	-282.13
			SPRAYING	53930 · Ditch Spraying	-282.13
			SPRAYING	53930 · Ditch Spraying	-296.50
			SPRAYING	53930 · Ditch Spraying	-889.50
			SPRAYING	53930 · Ditch Spraying	-296.50
			SPRAYING	53930 · Ditch Spraying	-1,530.85
			SPRAYING	53930 · Ditch Spraying	-270.15
			SPRAYING	53930 · Ditch Spraying	-526.20
			SPRAYING	53930 · Ditch Spraying	-526.20
			SPRAYING	53930 · Ditch Spraying	-1,611.25
TOTAL					-26,705.55
20814	09/17/2020	Mike Berlinger		10000 · Bank of the West Checking	
			BEAVER REMOVAL	53910 · Nuisance Beaver Control	-125.00
TOTAL					-125.00
	08/21/2020	MN Dept. of Revenue	2397944	10000 · Bank of the West Checking	
			2397944	21300 · State Withholding	-121.00
TOTAL					-121.00
	09/04/2020	MN Dept. of Revenue	2397944	10000 · Bank of the West Checking	
			2397944	21300 · State Withholding	-123.00
TOTAL					-123.00
20833	09/12/2020	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
	08/31/2020	Mn State Retirement System		10000 · Bank of the West Checking	
				51700 · Deferred Compensation	-150.00
TOTAL					-150.00
20835	09/16/2020	Mn State Retirement System		10000 · Bank of the West Checking	
				51700 · Deferred Compensation	-150.00
TOTAL					-150.00
20848	09/16/2020	Moore Engineering, Inc.		10000 · Bank of the West Checking	
			JD #11 REPAIRS	51900 · Engineering Services	-36,149.20
			GENERAL SERVICES	51900 · Engineering Services	-1,387.50
			WILKIN COUNTY COST SHARE MEETI...	51900 · Engineering Services	-958.15
			REDPATH PROJECT	51900 · Engineering Services	-402.50
			REDPATH PROJECT	51900 · Engineering Services	-18,975.00
			MUSTINKA RIVER CORRIDOR	51900 · Engineering Services	-270.00
			LTWQIP	51900 · Engineering Services	-14,486.85
			1W 1PLAN MEETINGS	51900 · Engineering Services	-247.50
			WCD 9 IMPROVEMENTS	51900 · Engineering Services	-180.00
			JD # 6 REPAIRS	51900 · Engineering Services	-9,674.05
			NORTH OTTAWA	51900 · Engineering Services	-462.45
			TILE PERMITS	50400 · Tile Drainage	-3,737.50
			SURFACE PERMITS	50500 · Surface Drainage	-4,050.00
			COMPLAINT INVESTIGATIONS	50600 · Permit Investigations	-857.50
			STREAM GAUGING	50100 · Stream Gaging Expense	-2,363.10
			CONSTRUCTION COMMITTEE	51900 · Engineering Services	-92.50

Bois de Sioux Watershed District
JB CHECKS TO APPROVE NEW
August 21 through September 17, 2020

Num	Date	Name	Memo	Account	Paid Amount
			BIG LAKE	51900 · Engineering Services	-1,055.00
			LTWQIP PHASE 2	51900 · Engineering Services	-7,342.50
			SAMANTHA LAKE	51900 · Engineering Services	-9,602.00
			DORAN CREEK	51900 · Engineering Services	-2,174.10
			EROSION REPAIR INVESTIGATION	51900 · Engineering Services	-689.55
			LANDOWNER MEETING AND PREP	51900 · Engineering Services	-1,317.25
			ENTRANCE FEE CALC	51900 · Engineering Services	-270.00
			UTILITY CORRESPONDENCE	51900 · Engineering Services	-92.50
			OUTLET REPAIR INVESTIGATION	51900 · Engineering Services	-847.80
			TAKE-OFF CHANNEL REPAIR INVESTI...	51900 · Engineering Services	-232.50
			OUTLET REPAIR INVESTIGATION	51900 · Engineering Services	-770.95
TOTAL					-118,687.95
20837	09/16/2020	Morris & Associates		10000 · Bank of the West Checking	
			REDPATH CONSTRUCTION - AUGUST	51100 · Accounting Services	-864.00
			GENERAL - AUGUST	51100 · Accounting Services	-196.00
TOTAL					-1,060.00
20824	09/17/2020	Neu Real Estate		10000 · Bank of the West Checking	
			APPRAISAL UPDATE	53200 · Miscellaneous Expenses	-9,600.00
TOTAL					-9,600.00
20825	09/17/2020	Ohnstad Twichell, PC		10000 · Bank of the West Checking	
			JD #11 REPAIR	52600 · Legal Fees	-1,652.80
			WCD #9	52600 · Legal Fees	-120.00
			LTWQIP	52600 · Legal Fees	-2,840.00
			REDPATH PROJECT	52600 · Legal Fees	-2,394.50
			GENERAL LEGAL WORK	52600 · Legal Fees	-2,856.76
			GENERAL LEGAL WORK -PETITIONS T...	52600 · Legal Fees	-1,020.00
			WILKIN COUNTY CULVERT POLICY	52600 · Legal Fees	-1,540.00
			PERMITS	52600 · Legal Fees	-80.00
TOTAL					-12,504.06
20808	09/03/2020	Ottertail Power Company		10000 · Bank of the West Checking	
			ELECTRICITY	53430 · Electricity	-116.17
TOTAL					-116.17
20831	09/17/2020	Pitney Bowes-Reserve Account		10000 · Bank of the West Checking	
			PREPAID POSTAGE	53610 · Postage	-500.00
TOTAL					-500.00
20810	09/03/2020	Purchase Power Postage	8000-9090-0762-0110	10000 · Bank of the West Checking	
			8000-9090-0762-0110	53610 · Postage	-201.00
TOTAL					-201.00
	08/28/2020	QuickBooks Payroll Service	Created by Payroll Service on 08/26/2020	10000 · Bank of the West Checking	
			Fee for 2 direct deposit(s) at \$1.75 each	53700 · Payroll Expenses	-3.50
		QuickBooks Payroll Service	Created by Payroll Service on 08/26/2020	2110 · Direct Deposit Liabilities	-2,841.13
TOTAL					-2,844.63
	09/15/2020	QuickBooks Payroll Service	Created by Payroll Service on 09/12/2020	10000 · Bank of the West Checking	
			Fee for 2 direct deposit(s) at \$1.75 each	53700 · Payroll Expenses	-3.50
		QuickBooks Payroll Service	Created by Payroll Service on 09/12/2020	2110 · Direct Deposit Liabilities	-2,841.10
TOTAL					-2,844.60
20826	09/17/2020	Richard Rydell Farms, Inc.	2873	10000 · Bank of the West Checking	
			BOULDERS	53200 · Miscellaneous Expenses	-13,579.75
TOTAL					-13,579.75
20846	09/16/2020	Robert Schmitz		10000 · Bank of the West Checking	
			PURCHASE AGREEMENT	52520 · ROW	-33,211.00
TOTAL					-33,211.00

Bois de Sioux Watershed District
JB CHECKS TO APPROVE NEW
August 21 through September 17, 2020

Num	Date	Name	Memo	Account	Paid Amount
20847	09/16/2020	Robert Schmitz and Laine Schmitz		10000 · Bank of the West Checking	
			PURCHASE AGREEMENT	52520 · ROW	-208.00
TOTAL					-208.00
20811	09/03/2020	Runestone Telecom Assoc.	0026658-8 / 10432087	10000 · Bank of the West Checking	
			INTERNET & EMAIL	53440 · Utility Expense	-120.95
TOTAL					-120.95
20827	09/17/2020	Sag's Hardware Hank, Inc.		10000 · Bank of the West Checking	
			SURGE PROTECTOR, PHONE CORD, ...	54100 · Repairs and Maintenance	-77.96
TOTAL					-77.96
20806	08/31/2020	Star Bank		10000 · Bank of the West Checking	
				21400 · HSA Withholding	-100.00
TOTAL					-100.00
20836	09/16/2020	Star Bank		10000 · Bank of the West Checking	
				21400 · HSA Withholding	-100.00
TOTAL					-100.00
	08/31/2020	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	100.00
			Direct Deposit	Federal Withholding	4.00
			Direct Deposit	53800 · Payroll Taxes	-61.06
			Direct Deposit	21100 · Social Security Withholding	61.06
			Direct Deposit	21100 · Social Security Withholding	61.06
			Direct Deposit	53800 · Payroll Taxes	-14.28
			Direct Deposit	21000 · Medicare Withholding	14.28
			Direct Deposit	21000 · Medicare Withholding	14.28
			Direct Deposit	21300 · State Withholding	2.00
			Direct Deposit	2110 · Direct Deposit Liabilities	808.75
TOTAL					0.00
	09/16/2020	Sullivan, Wendy M	Direct Deposit	10000 · Bank of the West Checking	
			Direct Deposit	54700 · Wages and Salaries	-1,168.31
			Direct Deposit	54700 · Wages and Salaries	-24.86
			Direct Deposit	54700 · Wages and Salaries	-132.58
			Direct Deposit	54700 · Wages and Salaries	-132.58
			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	100.00
			Direct Deposit	Federal Withholding	4.00
			Direct Deposit	53800 · Payroll Taxes	-61.07
			Direct Deposit	21100 · Social Security Withholding	61.07
			Direct Deposit	21100 · Social Security Withholding	61.07
			Direct Deposit	53800 · Payroll Taxes	-14.28
			Direct Deposit	21000 · Medicare Withholding	14.28
			Direct Deposit	21000 · Medicare Withholding	14.28
			Direct Deposit	21300 · State Withholding	2.00
			Direct Deposit	2110 · Direct Deposit Liabilities	808.74
TOTAL					0.00
20818	09/17/2020	The Grant County Herald		10000 · Bank of the West Checking	
			BUDGET HEARINGS	51500 · Advertising Expense	-288.76
TOTAL					-288.76

Bois de Sioux Watershed District
JB CHECKS TO APPROVE NEW
August 21 through September 17, 2020

Num	Date	Name	Memo	Account	Paid Amount
20822	09/17/2020	The Ortonville Independent/Northern Star		10000 · Bank of the West Checking	
			BUDGET HEARINGS	51500 · Advertising Expense	-315.00
TOTAL					-315.00
20841	09/16/2020	Traverse County SWCD		10000 · Bank of the West Checking	
			BUFFER MOWING	54100 · Repairs and Maintenance	-500.00
			BUFFER MOWING	54100 · Repairs and Maintenance	-422.84
TOTAL					-922.84
20812	09/03/2020	Traverse Electric	MONTHLY & 10879	10000 · Bank of the West Checking	
			REDPATH SHED	53430 · Electricity	-42.75
TOTAL					-42.75
20828	09/17/2020	Tri County Coop		10000 · Bank of the West Checking	
			VEHICLE GAS	54400 · Vehicle Fuel	-126.93
TOTAL					-126.93
20829	09/17/2020	Valley Office Products, Inc.		10000 · Bank of the West Checking	
			PAPER & ENVELOPES	53500 · Office Supplies	-133.94
TOTAL					-133.94
20842	09/16/2020	Wagner Company, Inc.	10810	10000 · Bank of the West Checking	
			CLEANOUT	54100 · Repairs and Maintenance	-4,510.00
TOTAL					-4,510.00
20830	09/17/2020	Xerox Corporation		10000 · Bank of the West Checking	
			COPIER LEASE	52100 · Equipment Lease & Rental	-431.49
TOTAL					-431.49

Construction Progress Update

Project: WCD 9 and 10 Improvement

Moore Project #: 19927

Location: Near Campbell, MN

Project Field Contact: Peter Krog
(218) 205-5358

Client: Bois de Sioux Watershed District

Reporting Date: 8/20/19 – 9/14/20

General Contractor: Riley Bros. Construction, Inc.

Other Contractors: Sherbrooke Turf, Wilkin County SWCD

Running Timeline:

- 4/2/19 – Bid Opening
- 4/18/19 – Project Awarded to Riley Bros (Awarded Alternate)
- 6/3/19 – Signed Contracts and Notice to Proceed
- 7/25/19 – Field Order 1 – Tile Pumps, Min Berm El. adjustment
- 7/26/19 - Traverse Electric Poles Removed
- 8/5/19 - Began excavation at outlet (start of construction)
- 9/20/19 – Delivered Notice of Defective work (CSAH 4 road shoulder)
- 10/4/19 – CSAH 4 shoulder repaired
- 11/26/19 – Bored culvert (CSAH 8)

Recent Activity:

- Reseeded of WCD 10 – Reseeding portion of WCD 9
- SWCD seeding and mowing of buffer
- Issued notice of defective work in regards to the channel erosion

Upcoming Dates:

- 11/28/19 – Substantial Completion Date
- 7/16/20 – Final Completion Date
- Likely will not be substantial complete in September
- 9/18/20 – Date set to have Riley address erosion.
They have stated they will not meet that date

Items to Discuss:

- Punch list items need to be complete along WCD 9 and 10.
- Wilkin SWCD has concerns on seeding native seed into clay material on top of berm.
- Erosion area concerns & contractor’s progress

**BOIS DE SIOUX WATERSHED DISTRICT
BOARD MEETING MINUTES
August 20, 2020**

CALL TO ORDER The meeting was called to order by President Vavra at 8:12 a.m. via conference call and screenshare pursuant to Minn. Stat. § 13D.021. Present in the District Office: Linda Vavra, Ben Brutlag, Jerome Deal, Scott Gillespie, and Allen Wold. Joined remotely: Jason Beyer, Doug Dahlen, and Steven Schmidt. Absent: John Kapphahn. Also present remotely: Engineer Chad Engels, Engineer James Guler, 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 addition of Permit Application #19-031 and a discussion of public comment on farmland leases and the bid process. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

CONFLICTS OF INTEREST No conflicts of interest were declared.

PETITION TO ADD PROPERTY TCD #27 J. PUTNAM At 8:15 am, Gillespie motioned, seconded by Deal, to open the hearing to consider the petition from James Putnam requesting authority to use Traverse County Ditch #27 ("TCD #27") as an outlet for the NE1/4SW1/4 of Section 17, Range 46, E Monson Township (128N), Traverse County (Parcel #08-0085000). Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried. President Vavra opened the meeting. Attorney Croaker read Minn. Stat. § 103E.401, subd. 4. Engineer Engels provided an oral presentation of the existing condition of the ditch system along with a map showing the current assessment district and the LIDAR-based watershed. This information confirmed that surface drainage from the proposed project flows to TCD #27 already. Therefore, because the project is not new surface drainage and simply tile drainage from within the existing watershed, subject to the District's policy for tile drainage, the existing design capacity of TCD #27 would not be adversely impacted by the tile project. The applicant was not present to speak to the project, and no comment was received in opposition. Attorney Croaker read the Order, which included that the outlet fee and benefits were calculated to be \$748.56 and \$150.00, respectively. Gillespie motioned, seconded by Deal to approve the Order Authorizing the Use of TCD #27 as an Outlet. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried. Board managers and Technician Fridgen discussed associated Permit Application #20-047 and unassociated Permit Application #20-062, both of which featured project installation prior to permit approval. Beyer motioned, seconded by Wold, to issue after-the-fact permit fees of \$250 each. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried. Deal motioned, seconded by Wold, to close the hearing. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

PETITION TO REMOVE PROPERTY WCD #9 G. MAACK At 8:30 am, Deal motioned, seconded by Wold, to open the hearing to consider the petition of Greg Maack to remove benefited acres from WCD #9: N1/2S1/2 of Section 1, Range 45, Champion Township (T130), Wilkin County. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried. Attorney Croaker presented the three criteria that must be met to grant removal, pursuant to MN Statute Section 103E.805: (1) that the waters from the petitioners' property have been diverted from the drainage system, or that the property cannot significantly or regularly use the drainage system; (2) that the property is not benefited by the drainage system; and (3) that removing the property from the drainage system will not prejudice the property owners and property remaining in the system. District Engineer Engels presented information demonstrating that all three criteria are met in this situation. Landowner Greg Maack reiterated that water flows across the parcel to the west, where it then drains south. Engineering staff did verify that the parcel is included in the WCD #20 assessment district. Board Manager Deal voiced concern that per the same statute, removal from the assessment district at this time does not release the parcel from the construction debt for the ditch's recent redetermination and repair. Deal motioned, seconded by Gillespie, to authorize Attorney Croaker to research the topic further. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye,

Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried. Gillespie motioned, seconded by Deal, to recess the public hearing and reconvene on September 17th. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

**CONSENT
AGENDA**

Deal motioned, seconded by Gillespie, to approve the Consent Agenda. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

**PUBLIC
COMMENT**

The meeting was opened for public comment. No public comment was presented.

**JD #11 CHANGE
ORDER NO. 2**

Deal motioned, seconded by Wold, to approve Change Order No. 2 in the amount of \$500.00, compensation for the contractor to return to a side inlet culvert that needed a corrected grade. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

**JD #11 PAY
APPLICATION
NO. 2**

Deal motioned, seconded by Wold, to approve Pay Application No. 2 in the amount of \$155,379.10. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

**JD #11 BOND
REIMBURSEMENT
NO. 3**

Deal motioned, seconded by Gillespie, to approve the Traverse County Bond Reimbursement Request #3 in the amount of \$227,001.20. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

**WCD #
SUB-1**

A meeting was held on August 17th with WCD Sub-1 landowners, to discuss interest in a possible improvement project. Petition and bond requirements were presented.

**WCD #20
WCD #25
REPAIRS**

Technician Fridgen reported that outlets are sloughing on the WCD #20 and WCD #25 drainage systems. Landowner Austin Culp expressed concern that the previous engineer ordered a portion of the ditch channel to be filled-in; an investigation will be placed into the legal grade line. Moore Engineering will present repair recommendations at the next board meeting.

**JD #12 LATERAL
REPAIRS**

Although the JD #12 mainline has been cleaned-out, the laterals are suffering from scour holes and sloughing, and we have received requests to lengthen culverts. Technician Fridgen expressed concerns that some situations may present safety hazards. Gillespie motioned, seconded by Beyer, to authorize Technician Fridgen to repair scour holes and sloughing along road slopes where safety is a concern. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – absent. Motion carried. Board Manager Brutlag relayed a landowner request for a clean-out along Section 17 of North Ottawa Township. Technician Fridgen has had the cattails treated, but did not note an extreme need for a clean-out; Brutlag will coordinate an on-site inspection of the ditch with the landowner to gather more information.

**TCD #17
REPAIRS**

TCD #17 in Section 6 of Clifton Township was recently farmed-through. The drainage ditch needs to be cleaned-out. Gillespie motioned, seconded by Beyer, to authorize engineering staff to clean-out a portion of the ditch and re-establish the legal grade line. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

**JD #14
REPAIRS**

Technician Fridgen presented a picture of a ditch blow-out in Section 23 of E Monson Township on JD #14. At this time, it is unclear what size of a project would be needed to repair the bank. Deal motioned, seconded by Gillespie, to authorize a preliminary design and cost estimate. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

**JD #11
STRUCTURE
REPAIR**

A concrete structure within JD #11, at the Bois de Sioux River, has been revealed to be compromised. Replacement would be very expensive. Engineering staff recommended removal of the current structure, installation of sheet pile, and riprap on the upstream and downstream sides. Gillespie motioned, seconded by Deal, to authorize a cost estimate. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried. Wold stated concern about the potential for erosion if the structure were to wash-out.

**MULTI-
LANDOWNER
TILE PROJECT**

Board Manager Gillespie introduced the details of Permit Application #19-031, a tile project in the NW1/4 of Section 30 in Baker Township, in Stevens County, that was approved June of 2019. A neighboring property

owner and farmer operator have proposed a multi-landowner tile project to add additional drainage capacity. The Bois de Sioux Watershed District is being included in the discussions, due to its ownership of the NE1/4 of Section 24 in Moonshine Township, in Big Stone County. Deal motioned, seconded by Wold, to authorized Board Manager Gillespie to negotiate a project concept, for final approval by the full board. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

**2021 GENERAL
& CONST. LEVIES
& BUDGET**

At 10:30 am, Gillespie motioned, seconded by Wold, to open the public hearing on the 2021 General Budget, Construction Fund, and the levies for the Drainage Ditch Systems and projects under the Bois de Sioux Watershed District's jurisdiction. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried. Administrator Beyer presented the 2021 General and Construction Fund budgets and corresponding proposed levies. The RRWMB approved a levy at 75% for 2021. Preliminary ditch assessments were also presented, but will not be finalized until a public hearing is held in December. Deal motioned, seconded by Gillespie, to approve the Resolution of Ad Valorem Levy that included a General Levy of \$250,000 and a Construction/RRWMB Levy of \$1,677,769.83 and the Preliminary Ditch Assessments of \$856,083.00. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

**PRELIMINARY
DITCH
ASSESSMENTS**

LTWQIP BID

Board managers reviewed the bids opened August 19th, 2020 for Phase 1 of the Lake Traverse Water Quality Improvement Project. Wagner Company placed the apparent low bid at \$670,000.00, and the engineering staff are in the process of verifying all of the bid submission requirements. Within 60 days, the board may approve the Notice of Award; within 30 days of signing the Notice of Award, the District would issue a Notice to Proceed. Gillespie motioned, seconded by Deal, to authorized President Vavra to sign the Notice of Award upon the signature of land easements. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – abstain. Motion carried.

**LTWQIP CROP
DAMAGE**

If, after the proper paperwork has been filed, the contractor wishes to begin construction prior to harvest, the District is required to provide compensation for crop damage to affected landowners in the construction zone. Beyer motioned, seconded by Deal, to authorize payment. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

**LTWQIP BOULDER
STORAGE**

Board managers reviewed the License Agreement with Landowner Robert Schmitz, to temporarily store boulders for the project. Wold motioned, seconded by Gillespie, to approve the License Agreement. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

**LTWQIP RRWMB
GRANT
AGREEMENT**

Board managers reviewed the RRWMB Water Quality Program Grant Agreement for the Lake Traverse Water Quality Improvement Project Phase No. 1 in the amount of \$283,000. Gillespie motioned, seconded by Deal, to approve the Agreement. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

**DORAN CREEK
LANDOWNER
MEETING**

A landowner meeting was held with a portion of the Doran Creek watershed landowners (the invitation list was reduced due to COVID). Representatives from Wilkin County SWCD attended, and provided information regarding the Wolverton Creek and Whiskey Creek Restorations, and the use of watershed management districts to fund a portion of the projects. District Engineer Engels loosely estimated that a watershed management district could generate \$50,000 at a \$2/acre average assessment; \$100,000 at a \$4/acre average assessment. There are a large number of landowners in the area, so a project timeline will likely be affected by COVID.

**NORTH OTTAWA
UPDATE**

Technician Fridgen reported that the leaking B3 gate was custom made, and will attempt to fix the seal in the weeks to come. The cattail treatment applied last month is starting to work. Neighbor Chris Morgan worked cell B3 to kill emerging cattails and water hemp. He intends to let the cell rest a week, and will till it again. A3 wheat has been removed and baled; it is ready to be flooded. Board managers requested that ditching be completed, if possible, prior to flooding.

**NORTH OTTAWA
WORKING LANDS
AGREEMENT**

Board managers reviewed the 10-year North Ottawa Framework. Board Manager Wold requested that removal of sediment be included in the anticipated 10-year expenses. Administrator Beyer will share the plan with area producers, and collect any feedback.

**REDPATH
CRP CONTRACTS**

Board managers reviewed scenarios for the continuation and/or cancellation of CRP contracts assumed under the purchase of the SW1/4 of Section 15 of Redpath. One 47.11 CRP contract expires 9/30/22, and one

100.70 CRP contract expires 9/30/27 (this contract covers 40.7 acres needed for the footprint of the Redpath Impoundment). The District is ineligible to receive CRP payments. If the District cancels the CRP contracts, the District must repay all of the payments disbursed. If the Impoundment is built prior to the CRP contract expiration date, FSA will release from the CRP contract the acres needed for the footprint of the Impoundment, without requiring repayment. Board Manager Gillespie asked whether, if the CRP contracts were continued, could the District sell the land not needed for the Impoundment and the buyer assume the current CRP contracts and receive payment? Administrator Beyer will investigate. Engineering staff believe that the acres have already been surveyed and described.

**REDPATH
GRANT
APPLICATION**

Administrator Beyer had a call with the DNR's Pat Lynch and Theresa Ebbenga regarding continued funding for the Redpath Impoundment. Due to functional design considerations and engineering changes, Mr. Lynch recommended that the District submit an application for 50-50 funding. Wold motioned, seconded by Deal, to authorize staff to submit an application for 50-50 funding. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – absent, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried. District Engineer Engels reported that they have met the 95% plan completion milestone.

BIG LAKE EAW

The draft Big Lake Environmental Assessment Worksheet was presented. District Engineer Engels recommended that the board remove the 4' conservation drawdown feature, as it adds a significant amount of installation cost to the project and would result in increased annual maintenance costs. Without this feature, the project is estimated to cost \$650,000 and may be eligible for RRWMB or flood hazard mitigation funds. He also recommended that the channel between Highway 27 and Herman be surveyed to determine if the channel bottom grade would require a full-length or partial-length pipe installation. The proposed operation is divided between two steps: a drawdown of 1 1/2' in the fall, and an additional 1 1/2' after February 1st if there is at least 3" of water in the snowpack at that time. This latter condition addresses concerns that Big Lake can recover water elevations for a full 3 ft drawdown, while simultaneously adding temporary flood storage. Engineering staff will present the draft EAW to DNR for comment and bring the final EAW back to the board for approval at a future meeting.

**COVER CROP
AGREEMENT**

A signed Cover Crop Funding Agreement with Wilkin County SWCD in the amount of \$5,000.00 was presented. Gillespie motioned, seconded by Schmidt, to approve the Agreement. Roll call vote: Deal – aye, Wold – aye, Brutlag – aye, Gillespie – aye, Vavra – aye, Dahlen – aye, Beyer – aye, Schmidt – aye. Motion carried.

**REQUEST FOR
BID PROCESS
INPUT**

Earlier this year, Administrator Beyer had received a request from a current land lessor to provide input on the lease and bidding process. Board Manager Gillespie emphasized that the board's role and fiduciary duty is to represent the interests of all watershed taxpayers, and in this case, to maximize rent to offset tax burdens. Board members stated that they would accept public or written comments on the bid process, but would only consider comments that include benefits for the watershed district. Board members would support longer lease terms, with the contractual inclusion of a termination date that voids the lease and prevents lessors from leaving unharvested crops without consequence.

**RRWMB &
DRAINAGE
WORKGROUP
UPDATES**

President Vavra gave an update on this week's RRWMB meeting, which included a demonstration of how the RRWMB could fund the state's portion of the current member flood retention projects that are currently awaiting funding through the DNR's Flood Hazard Mitigation program, which is subject to successful passage of state bonding bills. Secretary Allen Wold gave an update on the Drainage Workgroup, which spent a great of effort time discussing hypothetical easement scenarios.

Upon motion by Deal, seconded by Gillespie, the meeting was adjourned at 1:26 pm.

Linda Vavra, President

Date: _____, 2020

Jamie Beyer, Administrator

Date: _____, 2020

TREASURER'S REPORT
AUGUST 2020

BANK ACCOUNT BALANCES FROM BANK STATEMENTS

Bank of the West - Checking: Mixed	\$ 2,535,741.56
Bremer Bank - Checking	\$ 2,398.00
Bremer Bank - Money Market	\$ 5,490,696.50
Bremer Bank CD's	\$ 1,720,000.00
END OF MONTH AMOUNT IN BANK ACCOUNTS:	<u>\$ 9,748,836.06</u>

ACCOUNTING FUND BALANCES FROM QUICKBOOKS

	Beginning Balance from Quickbooks 12/31/2019	2020 YTD Revenue 8/31/2020	2020 YTD Expenses 8/31/2020	Current Fund Balance 8/31/2020	
Payroll Liabilities	0.00	419.43	0.00	419.43	
General Fund(*)	283,100.50	145,059.77	(242,748.17)	185,412.10	
Ditch Fund					Troy, if nothing else was done, EOY
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	(6,084.75)	(59,638.03)	-51,209.86
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	(1,029,460.99)	(379,264.01)	-375,456.01
Total JCD #12	120,120.83	59,651.31	(8,272.05)	171,500.09	186,488.59
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	(12,670.51)	19,952.01	22,227.01
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	(1,591.33)	17,812.16	18,512.16
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	(560.00)	(10,811.93)	-9,076.93
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	(3,530.13)	(46,419.13)	-42,358.03
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	(1,189.50)	2,938.69	6,118.25
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 WCD #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	(93,022.61)	829,241.66	836,475.02
Total WCD #18	(22,167.95)	10,832.84	(402.50)	(11,737.61)	-5,270.45
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	(9,405.08)	(9,405.08)	-9,405.08
Total Ditch Fund	207,527.57	1,364,537.45	(1,253,392.71)	318,672.31	318,672.31
<hr/>					
Construction Fund(*)	7,984,340.22	3,302,750.41	(2,239,429.94)	9,047,660.69	
<hr/>					
RRWMB Fund	14,069.01	468,975.71	(483,044.72)	0.00	
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TOTAL Funds	8,489,037.30	5,281,742.77	(4,218,615.54)	9,552,164.53	

RECONCILE BANK STATEMENTS TO QUICKBOOKS

Bank Statement Total From Top:	9,748,836.06
Enter Quickbooks Bank Account Balance Total Assets:	9,552,164.53
+ Enter Uncleared Transactions:	196,671.53
- Uncleared Transactions dated next month:	0.00
Quickbooks Total:	9,748,836.06

Enter Quickbooks Total from Fund Balances Income/Expense Report:	9,551,745.10
Enter Quickbooks Total from Balance Sheet Current Payroll Liabilities:	419.43
Total:	9,552,164.53
Enter Quickbooks Total Assets from Bank Balances Report:	9,552,164.53

Bois de Sioux Watershed District
2020 GENERAL BUDGET
 January through December 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	309.41	
49000 · Project Administration	0.00	170,600.00
Total Income	<u>145,126.02</u>	<u>420,600.00</u>
Gross Profit	145,126.02	420,600.00
Expense		
51000 · Annual Report	1,735.00	1,200.00
55130 · Website	623.85	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	39,005.77	50,000.00
51500 · Advertising Expense	2,328.58	2,600.00
51600 · Building and Structures	367.00	500.00
51800 · District Insurance & Dues	10,687.00	28,700.00
51900 · Engineering Services	7,900.00	15,000.00
52100 · Equipment Lease & Rental	3,612.79	5,500.00
52200 · Fringe Benefits	7,693.68	12,500.00
52600 · Legal Fees	20,914.47	44,000.00
52700 · Manager Compensation	15,000.00	42,000.00
52800 · Meeting Expense	1,928.88	7,500.00
52900 · Mileage Expense Board	2,462.27	7,000.00
53100 · Mileage Expense Staff	2,390.18	500.00
53200 · Miscellaneous Expenses	7,003.73	2,500.00
53300 · Office Equip & Furniture	944.50	1,000.00
53400 · Office Operations	7,605.72	12,000.00
53500 · Office Supplies	2,584.08	3,200.00
53600 · Other Supplies	2,082.34	3,500.00
53700 · Payroll Expenses	5,872.42	8,800.00
53800 · Payroll Taxes	5,889.29	9,300.00
54100 · Repairs and Maintenance	8,544.22	1,500.00
54400 · Vehicle Fuel	1,404.25	3,000.00
54500 · Vehicle Maint & Repair	837.10	1,500.00
54600 · Viewers Expense	0.00	150.00
54700 · Wages and Salaries	78,143.79	115,800.00
Total Expense	<u>254,327.21</u>	<u>420,600.00</u>
Net Income	<u><u>-109,201.19</u></u>	<u><u>0.00</u></u>

Bois de Sioux Watershed District
2020 CONSTRUCTION BUDGET
 January through December 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	32,802.35	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	468,975.73	816,032.41
44000 · Land Rental Income	815,693.91	700,000.00
45500 · Land Sale	1,530,000.00	
45000 · Miscellaneous Income	1,335.02	1,500.00
Overall Plan Income-BWSR/State	108,752.00	135,940.00
49100 · Project Team Income	170.50	
Total Income	3,302,750.41	1,834,472.41
Gross Profit	3,302,750.41	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	2,270.00	45,000.00
Permits	52,006.00	90,000.00
51010 · Boundary Redetermination	0.00	1,750.00
55110 · Programs with SWCDs	5,000.00	
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	813,269.69	667,732.41
52100 · Equipment Lease & Rental	0.00	700.00
52500 · Land	1,062,546.69	6,000.00
52600 · Legal Fees	83,905.01	70,000.00
52700 · Manager Compensation	0.00	3,000.00
52800 · Meeting Expense	251.93	1,500.00
52900 · Mileage Expense Board	0.00	150.00
53100 · Mileage Expense Staff	0.00	500.00
53200 · Miscellaneous Expenses	41,357.25	2,700.00
53300 · Office Equip & Furniture	0.00	1,000.00
53400 · Office Operations	1,170.25	1,500.00
53500 · Office Supplies	505.58	900.00
53600 · Other Supplies	57.75	100.00
53650 · Overall Plan	90,808.41	180,900.00
53900 · Property Taxes	116,788.56	127,300.00
54100 · Repairs and Maintenance	1,358.22	22,000.00
54400 · Vehicle Fuel	70.00	500.00
54500 · Vehicle Maint & Repair	0.00	500.00
Total Expense	2,286,621.12	1,834,472.41
Net Income	1,016,129.29	0.00

Bois de Sioux Watershed District
2019 DITCH FUND BUDGET
 January through December 2020

	<u>Jan - Dec 20</u>	<u>Budget</u>
Income		
39501 · FEMA/HSEM 2019	99,474.98	
20500 · Intergovernmental Revenue	846,468.02	1,877,954.00
Ditch Revenues	628,320.30	1,158,349.00
45000 · Miscellaneous Income	4,441.65	
49300 · State Credits & Ag M H Credits	0.00	0.00
49400 · Transfer In	13,934.76	327,000.00
Total Income	<u>1,592,639.71</u>	<u>3,363,303.00</u>
Gross Profit	1,592,639.71	3,363,303.00
Expense		
51500 · Advertising Expense	3,250.76	
51900 · Engineering Services	303,429.55	565,500.00
52500 · Land	456,436.00	507,300.00
52600 · Legal Fees	65,020.93	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	408,054.81	2,161,703.00
54950 · Transfer Out	13,934.76	
54600 · Viewers Expense	2,586.17	25,000.00
Total Expense	<u>1,255,352.51</u>	<u>3,363,303.00</u>
Net Income	<u><u>337,287.20</u></u>	<u><u>0.00</u></u>

**BdSWD Board Meeting
September 17, 2020
Engineer's Report**

- 1.) **Permitting Update**
 - a. 121 permit total in 2020
 - b. 19-058 Traverse County – County Engineer requested that this application be put on hold.
- 2.) **Stream Gage & Spring Flood**
 - a. Troy to review volunteer gage reading program
- 3.) **Ditch Maintenance & Inspections**
 - a. Attorney drafted memo on ditch inspections and repairs – staff to follow guidance.
 - b. Board authorized Inspection of Area #1 for 2020 at February 2020 board meeting. Complete.
- 4.) **POLICY AND PROCEDURES Committee Tasks**
 - a. Staff to review and provide comment on draft rules/by-laws/policies. Avoid involvement in landowner disputes.
 - b. Engineer/Technician ditch repair process/procedures – grade determination, culvert sizing, etc. Checklist needed.
 - c. Policy committee to discuss tile inlets including French drains and sub-watershed boundaries
- 5.) **Ditch Projects**
 - a. **Significant Ditch Repairs/Retrofits/Improvements**
 - i. WCD 9 Improvements (2019 Construction start - Improvement)
 1. \$67,188 MDM grant awarded. Additional \$49,932 awarded May 2019. Total MDM \$117,120.
 2. The BdSWD has committed culvert sizing and clean water grants toward the project.
 3. April 18, 2019 board awarded project to Riley Bros. with topsoil stripping. Construction began in August. The project has a November 28, 2019 substantial completion date.
 4. \$100,000 water quality grant approved by RRWMB at 4/21/2020 board meeting.
 5. SWCD will seed buffers.
 6. Hearing for petition to remove property from Benefitted area was held at August 20 board meeting and continued to September 17 board meeting.
 7. Update Statement of Cost and Clean Water Cost Share reflecting actual construction costs and present updated cost share needs to Board at October meeting.
 - ii. JD 11 – Retrofit (2020 Construction start - Repair)
 1. MN DOT to replace Hwy 55 crossing in 2021.
 2. SWCDs are seeding all of the buffers along the laterals and main. Approved by board May 2020.
 3. Project received BWSR MDM Grant totaling \$327,000.
 4. Construction contract with 2020 completion date awarded to Hormann at April 16, 2020 meeting contingent upon Traverse County securing bond. Notice to proceed approved May 2020.
 5. Minor retrofit along Hwy 55 ditch east of Hwy 75 approved at May meeting.
 6. Board to review Pay Application No. 3 and Change Order No. 3 at September board meeting.
 7. Moore to develop preliminary plans and estimate of cost for outlet structure replacement, to be presented by end of the year. No hurry. Fill in the structure washout and place rock before winter.
 - iii. JD 6 (2021 Construction start - Repair)
 1. Landowners stated problem getting water through RR due to the two crossings in close proximity. Per MnDOT Hwy 55 culvert will not be changed during 2021 DOT project. Size & elevation good.
 2. RR crossing near Hwy 55 is undersized. Board needs to order the RR to increase the size.
 3. Board authorized engineer at June 20, 2019 meeting to begin correspondence with RR.
 4. The very south end (upstream end) of the ditch does not drain well along the east-west reach.
 5. Hearing for repair and redetermination of benefits was held 1:00 PM March 15, 2018. Board appointed viewers and authorized engineer to proceed with final plans and specs.
 6. Conference call landowner meetings held June 8th and 12th. There is still project support.
 7. MBM and P&P BWSR grant applications have been submitted.
 8. Include ability to place 3rd party utilities on project easements in Viewers report.
 9. Need to figure out tile and pump relations relative to Viewers Report, should damages be paid with the landowner responsible for relocating or should we handle it as we have in the past. Make sure that the Viewers report includes language that gives us the right to relocate pumps and tile if a landowner wants to stop the project at all steps.
 10. Moore to present to BdSWD board the challenge with the Wilkin County spoil ordinance and seek variance or other solution. We may be able to raise some roads??? Viewers need to submit report by October and we need to have R/W determine for damages for viewers. Chad and Jim to meet.

- iv. WCD 1 (2022 Construction Start – Improvement)
 - 1. Waiting on petition for WCD #1. Preliminary plans & estimate of cost complete for WCD #1.
 - 2. Landowner meeting was held 1:00 PM February 6th, 2018 in Breckenridge.
 - 3. Landowner meeting was held 1:00 PM August 17, 2020 in Tyler ND
- v. JD 12
 - 1. Board authorized Moore (8/17/2017) to develop plans and estimate of cost for erosion repairs, however Troy has been doing partial repairs the last 2 years. Needs scour prevention project.
 - 2. Waiting on petition for Lateral 1. Preliminary plans & estimate of cost complete for WD 4.
 - 3. Board authorized Moore to assist Grant County Hwy Dept. with engineering design of JD 12 Lateral 4 (complete) and Lateral 2 (in-progress) at October 2018 board meeting. Landowner meeting for Lateral 4 held July 9th. At August board meeting the engineer was instructed to meet with the DOT and County regarding the specifics of the Lateral 4 repair. The engineer's report and hearing have been tabled and another avenue for development may be explored. Chad and Tracey to develop cost split proposal for project.
 - 4. Chad to contact utility company about approach relocation.
- vi. TCD #37
 - 1. Upstream landowners advancing private drainage project. District will need to determine the properties that will be required to petition into TCD #37.
- vii. TCD #8
 - 1. Board authorized Moore (Oct 17, 2019 meeting) to complete hydraulic analysis and evaluation of future improvement options. January 10th landowner meeting was held to discuss options for drainage improvements and continued to February 14th. Several options were presented, waiting for TCD #8 landowners to give the board direction. A couple landowners offered to sell property.
 - 2. Landowner reports that water breaks out of TCD 8 and goes north in Section 3.
 - 3. At February 2020 meeting the board directed Moore to analyze culvert sizing along TCD #8 and specifically look at culvert through the Traverse County Hwy. Complete. Chad and Troy to relay message to landowners.
- viii. WCD #20
 - 1. Moore authorized to develop repair report for outlet erosion and present at September board meeting. Have recommendation regarding R/W implications for laying back slope and need to appoint viewers for damages vs. redetermination. Talk with Lukas.
- ix. WCD #25
 - 1. Moore authorized to develop repair report for outlet erosion and present at September board meeting. Moore also authorized to determine legal grade line for WCD #25. Have recommendation regarding R/W implications for laying back slope and need to appoint viewers for damages vs. redetermination. Talk with Lukas.
- x. TCD #16
 - 1. For the Take-Off Channel - Moore authorized to review records, determine legal grade line and ditch extents and present at September board meeting.
- xi. JD #14
 - 1. More authorized to develop repair report for berm washout in Section 23 and present at September board meeting.

6.) North Ottawa

- a. Gages have been repaired, solar panels are not working.
- b. 2020 O&M complete.
- c. Moore has completed the hydraulic analysis of the collection channel. Need to schedule a landowner meeting.
- d. 11/15/2018 board authorized engineer to work with Dr. Jay Leech on grad student economics projects.
- e. Troy to survey top of all levees with Nathan. In progress.

7.) Redpath

- a. Submit for FM Diversion Funding/approve contract after updated Engineer's Report and Est. of Cost are complete.
- b. TCD #35. Additional land is needed for TCD 35 downstream of project and possibly adjacent to lands already acquired. One concept would be to move forward with an improvement of TCD #35 which includes a redetermination of benefits, and using viewers to acquire additional property rights. Redpath would pay for all construction. TCD #35 benefitted area would pay for future maintenance of TCD #35. Discuss this idea with Lukas and the board. Review current Benefitted area and determine amount of lands owned by BdSWD. BdSWD may have the 25% needed for improvement petition and BdSWD could put up the bond.
- c. Complete utility relocations prior to construction. Meet with landowners on adjacent drain tile / obtain tile plans.
- d. Submit Step 3 funding package to RRWMB with updated cost, determine if project can get more RRWMB funds.
- e. LSOHC extended funding for 3 additional years on 9/28/2017

- f. Meet with road authorities about raising roads and road closures
 - g. Need to have all property acquisitions complete and plans/specs before Corps can start 408 review. DNR Dam safety permit can serve as 3rd party review.
 - h. Order of permits – 1. State permit 2. 408 permit 3. 404 permit. Local permits and storm water also needed.
 - i. Moore/Barr to complete 95% plans, specs, cost estimate, and updated Engineer’s Report.
 - j. At August 2020 board meeting, the board authorized submission of 50/50 FDR funding application to DNR.
 - k. NRCS AFA grant application was submitted in May 2020.
- 8.) Big Lake**
- a. July 2019 Paquin’s stated in email that they do not desire to sell property for the project.
 - b. Moore presented draft EAW at July 2020 board meeting, to be discussed again at August meeting.
 - c. At August board meeting Chad recommended to eliminate 4 ft NRE drawdown from the project and the board agreed. Board authorized Moore to survey channel outlet to Herman, determine if outlet pipe can be shortened, then submit EAW and Engineer’s Report to DNR for informal review prior to publishing for comment.
 - d. Moore to run RRWMB Star Value computation for project.
- 9.) One Watershed One Plan**
- a. Moore to review as needed.
- 10.) BdS Direct - NRCS RCPP Watershed Planning**
- a. Board passed motion to stop RCPP planning at February 2019 Meeting. Need to submit final report.
- 11.) Doran Creek Watershed Management District**
- a. Moore presented proposed Doran Creek Water Management District at September board meeting. Add sediment transport reduction factor for proximity.
 - b. Landowner meeting held August 17th 2020 in Tyler ND to introduce Water Management District
 - c. At future landowner meeting, need to show 103D path forward, schedule, water surface profiles, etc. Public has requested to see before/after water surface profiles for project, including through Hwy 9.
 - d. Moore to met with Wilkin SWCD staff to develop path forward (Kim and Tara to be involved).
 - e. Moore to develop final design and Engineer’s Report, Moore to present proposal at October board meeting.
 - f. Moore to complete Water Management District Assessment District formula. Staff to develop schedule for creating WMD and present to board.
- 12.) Lake Traverse Water Quality Project No. 1 – PHASE 1**
- a. 404 Nationwide permit approved.
 - b. Landowners desire to complete all work within 3 years and bond over a larger timeframe.
 - c. BWSR P&P grant awarded in the amount of \$336,775.
 - d. RRWMB approved \$283,000 clean water grant at May 2020 meeting.
 - e. Board approved \$300,000 Construction Fund Commitment at May and June 2020 board meetings.
 - f. Neil from DNR Fergus Falls office is our Rock Riffle contact.
 - g. Project hearing held at June 2020 board meeting. Board ordered project to proceed.
 - h. Bid opening held August 19th, 2020. Wagner apparent low bidder.
 - i. DNR provided final comments to incorporate 18” alternating gaps into the weirs for fish passage.
 - j. At August 2020 meeting, board awarded project to Wagner contingent on landowners signing R/W agreements.
- 13.) Lake Traverse Water Quality Project No. 1 – PHASE 2**
- a. 2020 BWSR P&P grant application submitted.
 - b. Preliminary plans and estimate of cost complete.
 - c. DOT grant being pursued, Complete TED application.
 - d. For October meeting, Lukas and Moore to present Schedule – including authorization of engineer’s report, authorization of EAW and EAW hearing, project hearings, pubic waters permit, etc.
- 14.) Moonshine Lakebed Project**
- a. Board authorized Scott and Chad to speak with Big Stone County Engineer about project concept and downstream ditch system which is managed by Big Stone County.
- 15.) Mustinka**
- a. 11/2/2017 board made motion in unanimous support of the project and to send a letter to Grant County Hwy indicating funding commitment of \$400,000 toward joint project with MnDOT and Grant County.
 - b. Board approved \$20,000 for EAW at January 18, 2018.
 - c. MnDOT plans to replace Hwy 9 Bridge in 2022.
- 16.) Ring Dikes**
- a. Chad and Troy to contact Chad Bruns regarding farmstead ring dike project.
- 17.) Lake Samantha**
- a. Board authorized preliminary plans and estimate of cost at Oct. 17, 2019 board meeting. Complete.
 - b. At February 2020 board meeting, Lukas authorized to develop JPA in conjunction with Grant County attorney.

Grant County to sponsor and construct the project. Grant County will need a permit from the BdSWD. Grant County to turn project over to BdSWD after construction and BdSWD may create a water management district for maintenance. Moore to be the engineer for the project. JPA approved by Grant County May 2020.

- c. Tracey to determine if there is funding through FEMA.
- d. Per discussion with Gene at AgTech – 15” tile comes in rolls, 18” comes in sticks. At 8’ deep they would excavate the top 4’ and pull the remainder using 5’ to 10’ 18” sticks. He quoted \$19 to \$25 per foot.
- e. Need to stay 60’ away from Public Waters. Tracey informed Chad that we want the inlet 0.1 feet above the OHWL and not to pursue the possibility of going 1.5’ below the OHWL for purpose of protecting road (Ron Staples recommendation). Have Greg Lillemon review the plans before submitting to DNR, he administers WACA.
- f. Fish barrier at pipe outlet and cleanouts were recommended by Bill LaValley.
- g. Landowner meeting held at Grant County Hwy Dept. August 25, 2020.
- h. Project plans and specs complete, Grant County Commission awarded project to Olson Tile 9/15/20 contingent on CRP approvals. Permit application needs to be submitted to BdSWD. R/W Agreements need to be executed.

18.) Five Mile Creek

- a. Moore and OT presented a project development concept to the board at the March 2020 meeting. Complete.

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>3</u>	Application Date: <u>9/9/2020</u>
Application Period: From <u>8/4/2020</u>	to <u>9/9/2020</u>

1. Original Contract Price		\$ 1,010,079.00
2. Net change by Change Orders		\$ 24,200.00
3. Current Contract Price (Line 1 + Line 2)		\$ 1,034,279.00
4. Total Work completed and materials stored to date (Sum of Column J Unit Price Total)		\$ 578,488.50
5. Retainage		
a. <u>8.939%</u> X <u>\$ 578,488.50</u> Work Completed		\$ 51,711.09
b. _____ X <u>\$ -</u> Stored Materials		\$ -
c. Total Retainage (Line 5.a + Line 5.b)		\$ 51,711.09
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 526,777.41
7. Less previous payments (Line 6 from prior application)		\$ 288,299.70
8. Amount due this application		\$ 238,477.71
9. Balance to finish, including retainage (Line 3 - Line 6)		\$ 507,501.59
Payment Recommended By Engineer		\$ <u>238,477.71</u>
		(Line 8 or other - attach explanation of the other amount)
Payment Approved by Owner		\$ _____
		(Line 8 or other - attach explanation of the other amount)

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: [Signature] President Date: 9-14-20

<p>Recommended by Engineer</p> <p>By: <u>Nathan Troden</u></p> <p>Title: <u>Project Engineer</u></p> <p>Date: _____</p> <p>Approved by Funding Agency</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved by Owner</p> <p>By: _____</p> <p>Title: <u>BdSWD President</u></p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Progress Estimate - Unit Price Work

Owner: Bois de Sioux Watershed District
 Engineer: Moore Engineering, Inc.
 Contractor: Hornmann 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.:

Contractor's Application for Payment

Application No.: 3		Application Period: From 8/4/2020 to 9/9/2020		Application Date: 9/9/2020																											
A Bid Item No.	B Description	C Contract Information			D Contract Information			E Contract Information			F Contract Information			G Work Completed			H Work Completed			I Materials Currently Stored			J Work Completed and Materials Stored to Date			K % of Value of Item (I/F)			L Balance to Finish (F-J)		
		Item Quantity	Units	Unit Price (\$)	Value of Bld 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 Value of Item (I/F)	Balance to Finish (F-J)																			
1	012000 Mobilization	1	LS	\$ 60,000.00	\$ 60,000.00	0.50	1.00	\$ 60,000.00		\$ 60,000.00	100%	\$ -		\$ 60,000.00	100%	\$ -															
2	015000 Traffic Control	1	LS	\$ 1,800.00	\$ 1,800.00	0.25	0.50	\$ 900.00		\$ 900.00	50%	\$ 900.00		\$ 900.00	50%	\$ 900.00															
3	312213 Excavation - Channel	141,881	CY	\$ 1.00	\$ 141,881.00	47,699.00	131,372.00	\$ 131,372.00		\$ 131,372.00	93%	\$ 10,509.00		\$ 131,372.00	93%	\$ 10,509.00															
4	312213 Lateral Side Inlet Grading	10	EA	\$ 400.00	\$ 4,000.00	8.00	8.00	\$ 3,200.00		\$ 3,200.00	80%	\$ 800.00		\$ 3,200.00	80%	\$ 800.00															
5	312213 Spoil Bank Levelling	11.7	MIle	\$ 3,800.00	\$ 38,610.00	3.80	7.20	\$ 23,760.00		\$ 23,760.00	62%	\$ 14,850.00		\$ 23,760.00	62%	\$ 14,850.00															
6	312213 Topsoil - Stripping and Spreading	10.2	MIle	\$ 2,500.00	\$ 25,500.00	2.90	7.70	\$ 19,250.00		\$ 19,250.00	75%	\$ 6,250.00		\$ 19,250.00	75%	\$ 6,250.00															
7	024116 Culvert Remove	806	LF	\$ 7.50	\$ 6,045.00	0.00	160.00	\$ 1,200.00		\$ 1,200.00	20%	\$ 4,845.00		\$ 1,200.00	20%	\$ 4,845.00															
8	334213 CSP - 18"	3,458	LF	\$ 27.00	\$ 93,366.00	1,320.00	2,176.00	\$ 58,752.00		\$ 58,752.00	63%	\$ 34,614.00		\$ 58,752.00	63%	\$ 34,614.00															
9	334213 CSP - 24"	460	LF	\$ 34.00	\$ 15,640.00	154.00	328.00	\$ 11,152.00		\$ 11,152.00	71%	\$ 4,488.00		\$ 11,152.00	71%	\$ 4,488.00															
10	334213 CSP - 30"	88	LF	\$ 45.00	\$ 3,960.00		106.00	\$ 5,830.00		\$ 5,830.00	95%	\$ 390.00		\$ 5,830.00	95%	\$ 390.00															
11	334213 CSP - 36"	112	LF	\$ 55.00	\$ 6,160.00		132.00	\$ 9,108.00		\$ 9,108.00	98%	\$ 188.00		\$ 9,108.00	98%	\$ 188.00															
12	334213 CSP - 42"	132	LF	\$ 69.00	\$ 9,108.00		408.00	\$ 73,440.00		\$ 73,440.00	0%	\$ -		\$ 73,440.00	0%	\$ 73,440.00															
13	334213 CSP - 49"X33"	408	LF	\$ 180.00	\$ 73,440.00		572.00	\$ 103,056.00		\$ 103,056.00	0%	\$ -		\$ 103,056.00	0%	\$ 103,056.00															
14	334213 CSP - 64"X43"	572	LF	\$ 200.00	\$ 114,400.00		79.00	\$ 15,800.00		\$ 15,800.00	71%	\$ 2,875.00		\$ 15,800.00	71%	\$ 2,875.00															
15	334213 Flared End Section - 18" CSP	79	EA	\$ 125.00	\$ 9,875.00	38.00	56.00	\$ 7,000.00		\$ 7,000.00	71%	\$ 2,875.00		\$ 7,000.00	71%	\$ 2,875.00															
16	334213 Flared End Section - 24" CSP	6	EA	\$ 145.00	\$ 870.00	4.00	7.00	\$ 1,015.00		\$ 1,015.00	117%	\$ (145.00)		\$ 1,015.00	117%	\$ (145.00)															
17	334213 Flared End Section - 30" CSP	2	EA	\$ 310.00	\$ 620.00		2.00	\$ 840.00		\$ 840.00	100%	\$ -		\$ 840.00	100%	\$ -															
18	334213 Flared End Section - 36" CSP	2	EA	\$ 420.00	\$ 840.00		56.00	\$ 25,760.00		\$ 25,760.00	71%	\$ 10,580.00		\$ 25,760.00	71%	\$ 10,580.00															
19	334213 Adjustable Flap Gate - 18" Steel	79	EA	\$ 460.00	\$ 36,340.00	38.00	4.00	\$ 3,710.00		\$ 3,710.00	117%	\$ (530.00)		\$ 3,710.00	117%	\$ (530.00)															
20	334213 Adjustable Flap Gate - 24" Steel	6	EA	\$ 530.00	\$ 3,180.00	4.00	0.00	\$ -		\$ -	0%	\$ -		\$ -	0%	\$ -															
21	334213 Adjustable Flap Gate - 30" Steel	2	EA	\$ 690.00	\$ 1,380.00		2.00	\$ 1,700.00		\$ 1,700.00	100%	\$ -		\$ 1,700.00	100%	\$ -															
22	334213 Adjustable Flap Gate - 36" Steel	2	EA	\$ 850.00	\$ 1,700.00		2.00	\$ 2,000.00		\$ 2,000.00	0%	\$ -		\$ 2,000.00	0%	\$ -															
23	334213 Adjustable Flap Gate - 42" Steel	2	EA	\$ 1,100.00	\$ 2,200.00		768.00	\$ 110,625.00		\$ 110,625.00	80%	\$ 28,500.00		\$ 110,625.00	80%	\$ 28,500.00															
24	313700 Rip Rap Class III	1,855	CY	\$ 75.00	\$ 139,125.00		575.00	\$ 43,125.00		\$ 43,125.00	52%	\$ 40,125.00		\$ 43,125.00	52%	\$ 40,125.00															
25	313700 Rip Rap Class IV	1,110	CY	\$ 75.00	\$ 83,250.00		3,811.00	\$ 9,527.50		\$ 9,527.50	71%	\$ 3,872.50		\$ 9,527.50	71%	\$ 3,872.50															
26	313700 Rip Rap Filter Fabric	5,360	SY	\$ 2.50	\$ 13,400.00	1,535.00	0.00	\$ 0.00		\$ 0.00	0%	\$ -		\$ 0.00	0%	\$ -															
27	310516 Select Backfill (P)	1,085	CY	\$ 13.00	\$ 14,105.00		0.00	\$ -		\$ -	0%	\$ -		\$ -	0%	\$ -															
28	321123 Road Surface Aggregate	145	CY	\$ 15.00	\$ 2,175.00		0.00	\$ -		\$ -	0%	\$ -		\$ -	0%	\$ -															
29	321123 Geotextile Fabric	850	SY	\$ 2.80	\$ 2,380.00		0.00	\$ -		\$ -	0%	\$ -		\$ -	0%	\$ -															
30	312500 Storm Water Management	1	LS	\$ 1,500.00	\$ 1,500.00	0.25	0.50	\$ 750.00		\$ 750.00	50%	\$ 750.00		\$ 750.00	50%	\$ 750.00															
31	312500 Rock Check - Temporary	10	EA	\$ 950.00	\$ 9,500.00	3.00	9.00	\$ 8,550.00		\$ 8,550.00	90%	\$ 950.00		\$ 8,550.00	90%	\$ 950.00															
32	312500 Sedimentation Control Wattle - 9"	2,760	LF	\$ 1.00	\$ 2,760.00		0.00	\$ -		\$ -	0%	\$ -		\$ -	0%	\$ -															
33	312500 Erosion Control Blanket - Category 3N	2,670	SY	\$ 1.00	\$ 2,670.00		0.00	\$ -		\$ -	0%	\$ -		\$ -	0%	\$ -															
34	312500 Stabilized Construction Entrance	1	LS	\$ 1,500.00	\$ 1,500.00		0.05	\$ 852.00		\$ 852.00	5%	\$ 17,148.00		\$ 852.00	5%	\$ 17,148.00															
35	014000 Material Testing	Allowance		\$ 18,000.00	\$ 18,000.00	0.05	0.05	\$ 852.00		\$ 852.00	5%	\$ 17,148.00		\$ 852.00	5%	\$ 17,148.00															
36	329219 Seeding - Type III	96.9	AC	\$ 710.00	\$ 68,799.00	22.60	35.80	\$ 25,418.00		\$ 25,418.00	37%	\$ 43,381.00		\$ 25,418.00	37%	\$ 43,381.00															
				Original Contract Totals				\$ 1,010,079.00		\$ 1,010,079.00	55%	\$ 455,790.50		\$ 554,288.50	55%	\$ 455,790.50															

CHANGE ORDER NO.: 3

Owner: Bois de Sioux Watershed District
 Engineer: Moore Engineering, Inc.
 Contractor:
 Project: Judicial Ditch No. 11 Main Repair
 Contract Name: Judicial Ditch No. 11 Main Repair
 Date Issued: September 17th, 2020 Effective Date of Change Order: September 17th, 2020

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

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

Description:

- Replace 2 – 15" tile outlets with animal guards, steel casing pipe, and riprap at Stations 70+00 and 80+50 of the NS Main - \$1,450.00 each, \$2,900.00 total
- Replace broken flap gate on Lateral 7 outlet pipe that enters the NS Main at Sta 95+50 - \$4,200.00
- Additional work needed to remove concrete slab at Station 1+00 of the NS Main. Originally payment on Change Order No. 2 assumed it would only take 1 truckload, however it actually took 3 truckloads - \$2,050.00
- Reinstall two concrete headwalls for future fiber lines under US Hwy 75 along the NS Main - \$250.00 each, \$500.00 total

Attachments: Contractor's change proposals

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. 2: \$ <u>14,550.00</u>	Time adjustment from previously approved Change Orders No. 1 to No. 2: Substantial Completion: <u>7 days</u> Ready for final payment: <u>10 days</u>
Contract Price prior to this Change Order: \$ <u>1,024,629.00</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>9,650.00</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>1,034,279.00</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)
 By: Nathan Trosen
 Title: Project Engineer
 Date: 9/14/2020

Accepted by Contractor
Hermann Worles LLC, [Signature]
President
9-14-20

Authorized by Owner
 By: _____
 Title: BdSWD President
 Date: _____

Approved by Funding Agency (if applicable)

Construction Progress Update

Project: JD #11 Main Repairs

Moore Project #: 19984

Location: Near Tenney, MN

Project Field Contact: Peter Krog
(218) 205-5358

Client: Bois de Sioux Watershed District

Reporting Date: 8/20/2020 – 9/17/2020

General Contractor: Hormann Works LLC

Other Contractors: Exterior Designs, NorthStar Safety Inc., Ottertail Power, Traverse Electric

Running Timeline:
3/24/20 – Bid Opening
4/21/20 – Project Awarded to Hormann Works (Awarded Alternate)
5/26/20 – Signed Contracts and Notice to Proceed
5/28/20 – Began construction, starting at the outlet

Recent Activity:
Spoil Bank Leveling & Topsoil Spreading in Sections 29, 32, and 5 along the North-South Main
Seeding in Section 25 and 30 along the East-West Main and Sections 29 and 32 along the North-South Main
Topsoil Stripping in Sections 8 and 17 along the North-South Main
Side inlet culvert installations in Sections 29, 32, and 5 along the North-South Main
Side inlet culvert installations & spoil bank leveling along Lat 8 and 9
Excavation, topsoil stripping along Lat 6
Excavation currently at Section 20 along the North-South Main
MPCA Compliance Check – 9/15/2020

Upcoming Dates:
12/2/20 – Substantial Completion Date (Change Order No. 1)
7/22/21 – Final Completion Date (Change Order No. 1)

Items to Discuss:
Change Order No. 3
Pay Application No. 3



Figure 1: EW Main Section 25 – Seeding (looking east)

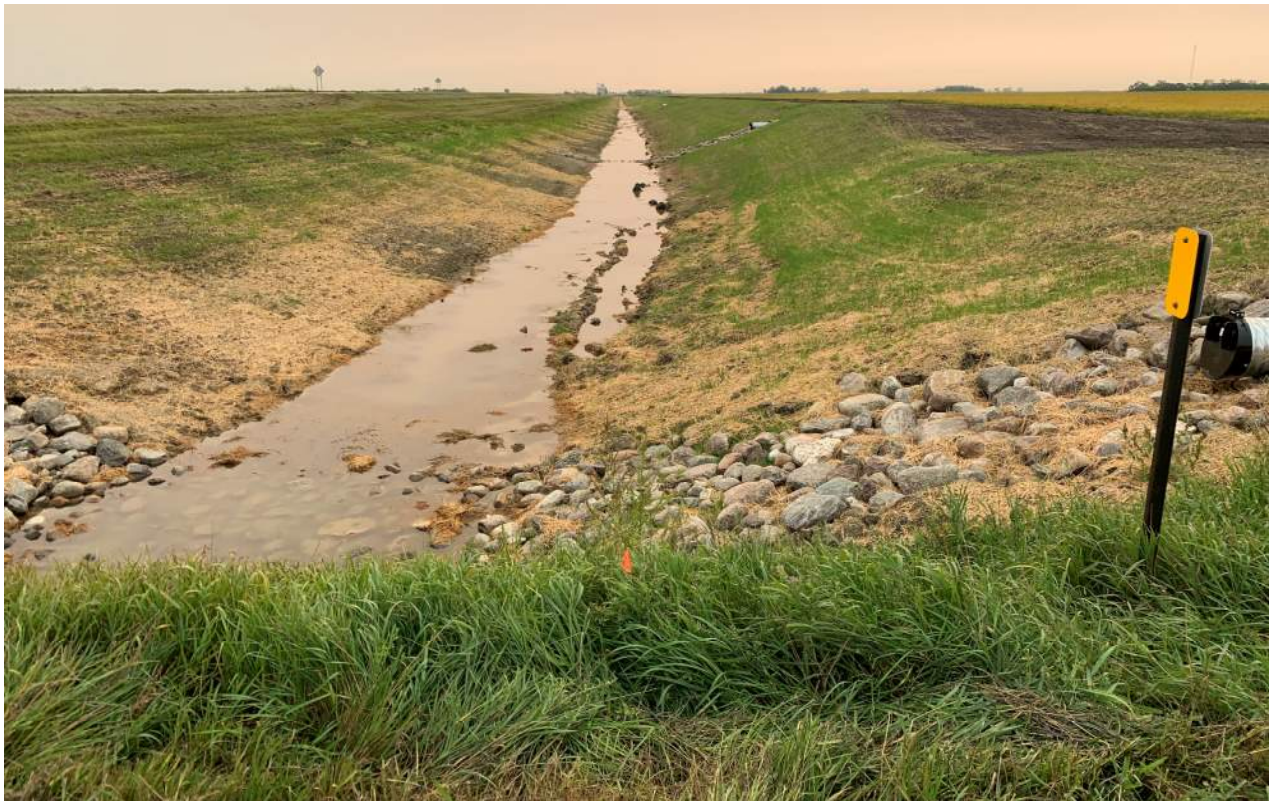


Figure 2: EW Main Section 30 – Seeding (looking east)



Figure 3: NS Main Section 29 – Seeding (looking south)



Figure 4: NS Main Section 32 – Seeding (looking south)



Figure 5: NS Main Section 5 – Topsoil Stripping & Spreading (looking south)



Figure 6: NS Main Section 8 – Excavation (looking south)



Figure 7: Lateral 6 Section 8 – Excavation (looking east)



Figure 8: NS Main Section 17 – Excavation (looking south)



Figure 1: Erosion to be addressed along WCD 9. 9/15/20



**Figure 2: Area along WCD 9 requiring silt removal.
9/11/20**



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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 #4
Construction	\$ 1,176,347.50	\$ 172,920.60	\$ 115,379.10
Utilities	\$ 195,000.00	\$ -	\$ -
Viewers	\$ 25,000.00	\$ 16,561.82	\$ -
RW and Legal Descriptions	\$ 81,500.00	\$ 62,934.48	\$ 1,422.80
Grant App, Admin Assistance, Engineering Final Design (300), Redetermination of Benefits / Project Development	\$ 164,000.00	\$ 164,000.00	\$ -
Engineering Construction Construction (400)	\$ 53,000.00	\$ 42,368.70	\$ 27,036.15
BdSWD Staff and Admin	\$ 53,000.00	\$ 1,490.95	\$ -
ROW - Retro and Buffer, Construction and Spoil Easement	\$ 508,000.00	\$ 370,632.00	\$ 85,804.00
Contingencies	\$ 176,652.50	\$ -	\$ -
TOTAL COST	\$ 2,255,847.50	\$ 830,908.55	\$ 229,642.05

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

Acreage Summary and Breakdown of Market Value

**Right-of-Way Summary Payment Calculation
BdSWD County Ditch #52 (18650)
8/21/2020**

Owner Name	Parcel(s)	Tract / Quarter	Section	Twp - Range
Robert and Laine Schmitz	15-0016000	Gov Lot 3	14	126-48
	15-0017000	SE 1/4	14	126-48
	15-0092002	NW1/4-NE1/4	23	126-48

Parcel(s)	Total ROW (Acres)	Existing Easement ROW (Acres)	Permanent Channel Easement					
			Central Portion of Channel Area			16.5' Buffer Area		
			(Acres)	\$/Acre	Payment \$	(Acres)	\$/Acre	Payment \$
15-0016000	1.85	0.25	1.31	\$ 1,500.00	\$ 1,959.23	0.29	\$1,500.00	\$ 440.77
15-0017000	5.60	1.51	3.06	\$ 5,200.00	\$15,912.00	1.03	\$4,300.00	\$ 4,429.00
15-0092002	0.05	0.01	0.04	\$ 5,200.00	\$ 208.00	0.00	\$4,300.00	\$ -
	7.50	1.77	4.41		\$18,079.23	1.32		\$ 4,869.77

Parcel(s)	Total ROW (Acres)	Existing Easement ROW (Acres)	Permanent Backslope Easement		
			(Acres)	\$/Acre	Payment \$
15-0016000	1.25	0.20	1.05	\$ 1,500.00	\$ 1,569.83
15-0017000	9.90	0.00	9.90	\$ 1,300.00	\$12,870.00
15-0092002	0.00	0.00	0.00	\$ 1,300.00	\$ -
	11.15	0.20	10.95		\$14,439.83

Total Payment

Permanent Channel Easement - Central Portion of Channel Area \$18,079.23
 Permanent Channel Easement - 16.5' Buffer Area \$ 4,869.77
 Permanent Backslope Easement \$14,439.83
Total Payment \$37,388.83

Acreage Summary and Breakdown of Market Value

**Right-of-Way Summary Payment Calculation
BdSWD County Ditch #52 (18650)
8/24/2020**

Owner Name	Parcel(s)	Tract / Quarter	Section	Twp - Range
James Graham	15-0019000	SW 1/4	14	126-48
	15-0092000	NE 1/4-NW 1/4	23	126-48

Parcel(s)	Total ROW (Acres)	Existing Easement ROW (Acres)	Permanent Channel Easement					
			Central Portion of Channel Area			16.5' Buffer Area		
			(Acres)	\$/Acre	Payment \$	(Acres)	\$/Acre	Payment \$
15-0019000	6.72	3.58	2.11	\$ 5,200.00	\$10,972.00	1.03	\$ 4,300.00	\$ 4,429.00
15-0092000	0.08	0.00	0.08	\$ 5,200.00	\$ 416.00	0.00	\$ 4,300.00	\$ -
	6.80	3.58	2.19		\$11,388.00	1.03		\$ 4,429.00

Parcel(s)	Total ROW (Acres)	Existing Easement ROW (Acres)	Permanent Backslope Easement		
			(Acres)	\$/Acre	Payment \$
15-0019000	8.64	0.00	8.64	\$ 1,300.00	\$11,232.00
15-0092000	0.40	0.00	0.40	\$ 1,300.00	\$ 517.13
	9.04	0.00	9.04		\$11,749.13

	Total Payment
Permanent Channel Easement - Central Portion of Channel Area	\$ 11,388.00
Permanent Channel Easement - 16.5' Buffer Area	\$ 4,429.00
Permanent Backslope Easement	\$ 11,749.13
Total Payment	\$ 27,566.13

Acreage Summary and Breakdown of Market Value

**Right-of-Way Summary Payment Calculation
BdSWD County Ditch #52 (18650)
8/22/2020**

Owner Name	Parcel(s)	Tract / Quarter	Section	Twp - Range
Quest Land Company, LLC	15-0020000	Gov Lot 4	14	126-48

Parcel(s)	Total ROW (Acres)	Existing Easement ROW (Acres)	Permanent Channel Easement					
			Central Portion of Channel Area			16.5' Buffer Area		
			(Acres)	\$/Acre	Payment \$	(Acres)	\$/Acre	Payment \$
15-0020000	1.30	0.07	1.23	\$ 1,500.00	\$ 1,845.00	0.29	\$1,500.00	\$ 440.77
	1.30	0.07	1.23		\$ 1,845.00	0.29		\$ 440.77

Parcel(s)	Total ROW (Acres)	Existing Easement ROW (Acres)	Permanent Backslope Easement		
			(Acres)	\$/Acre	Payment \$
15-0020000	1.13	0.00	1.13	\$ 1,500.00	\$ 1,694.21
	1.13	0.00	1.13		\$ 1,694.21

	Total Payment
Permanent Channel Easement - Central Portion of Channel Area	\$ 1,845.00
Permanent Channel Easement - 16.5' Buffer Area	\$ 440.77
Permanent Backslope Easement	\$ 1,694.21
Total Payment	\$ 3,979.99

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2020 (the "Effective Date"), by and between the Bois de Sioux Watershed District, a Minnesota political subdivision, whose mailing address is 704 Highway 75 South, Wheaton, Minnesota 56296 (the "District"); and Robert Schmitz, whose mailing address 5865 State Highway 27, Beardsley, Minnesota, 56211 ("Seller").

RECITALS

WHEREAS, the District desires to construct, operate, maintain, and repair a water quality improvement project, known as the Lake Traverse Water Quality Improvement Project – Phase No. 1 (the "Project"), and the District must acquire certain real property interests for the purpose of constructing, operating, maintaining, improving and repairing the Project; and

WHEREAS, Seller owns certain real property contained in the footprint of the Project and the District must acquire real property interests from Seller, as more specifically described below, for purposes of constructing, operating, maintaining, improving, and repairing the Project; and

WHEREAS, Seller agrees to grant and convey permanent easements to the District in, on, over, under, across, and through the property described below, all subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the purchase price described in this Agreement, the 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. **The Project.** The Project consist of a new channel design grade, side slopes altered to a more stable 4:1 grade, and four (4) rock riffles to provide channel protection, aquatic habitat, and fish passage. The Project begins approximately one thousand feet (1,000') south of Lake Traverse and Minnesota State Highway 27. The total Project length is two thousand five hundred feet (2,500'). The four (4) rock riffles will each be set at a grade of three and one third percent (3.33%) for a distance of approximately one hundred feet (100'). This provides three and one third feet (3.33') of vertical fall across each of the rock riffle structures. In between the rock riffles, the channel will be set at zero percent (0%) grade. The Minnesota Department of Natural Resources was involved in the development of this alternative and have indicated support for the Project. The District anticipates the side slopes of the channel will be set at a 4:1 grade and the excavated spoil material will be placed on the adjacent fields outside of the channel.
2. **Permanent Channel Easement Property.** Seller shall grant and convey to the District a permanent easement for the ditch channel, berm, rock riffles, and permanent vegetative buffer strip, and other purposes described more fully below, in, on, over, under, across, and through the following real property in Traverse County, Minnesota:

Parcel No. 15-0017000

An easement for drainage purposes in, on, over and upon that part of the Southwest Quarter of the Southeast Quarter and that part of the Northwest Quarter of the Southeast Quarter all in Section 14, Township 126 North, Range 48 West of the Fifth Principal Meridian in Traverse County, Minnesota, described as follows:

Commencing at a found iron monument which designates the southwest corner of said Section 14; thence South 89 degrees 45 minutes 46 seconds East on an assumed bearing along the south line of said Section 14 for a distance of 2658.85 feet to the south quarter corner of said Section 14, said point is the point of beginning; thence continuing South 89 degrees 45 minutes 46 seconds East along the south line of said Section 14 for a distance of 76.31 feet to the northerly right of way line of Minnesota Trunk Highway No. 27; thence North 56 degrees 16 minutes 38 seconds East along said northerly right of way line for a distance of 100.70 feet; thence northerly on a non-tangential curve concave to the east, having a central angle of 14 degrees 57 minutes 24 seconds and a radius of 25.00 feet, for an arc distance of 6.53 feet (chord bearing North 05 degrees 00 minutes 31 seconds East); thence North 12 degrees 29 minutes 13 seconds East, tangent to said curve, for a distance of 102.97 feet; thence northerly on a curve concave to the west, having a central angle of 21 degrees 38 minutes 49 seconds and a radius of 385.00 feet, for an arc distance of 145.46 feet (chord bearing North 01 degree 39 minutes 49 seconds East); thence North 09 degrees 09 minutes 36 seconds West for a distance of 598.26 feet; thence northerly on a curve concave to the east, having a central angle of 22 degrees 40 minutes 32 seconds and a radius of 175.00 feet, for an arc distance of 69.26 feet (chord bearing North 02 degrees 10 minutes 40 seconds East); thence North 13 degrees 30 minutes 56 seconds East for a distance of 40.71 feet; thence northerly on a curve concave to the west, having a central angle of 30 degrees 54 minutes 15 seconds and a radius of 345.00 feet, for an arc distance of 186.09 feet (chord bearing North 01 degree 56 minutes 12 seconds West); thence North 17 degrees 23 minutes 19 seconds West for a distance of 80.39 feet; thence northerly on a curve concave to the east, having a central angle of 17 degrees 05 minutes 18 seconds and a radius of 235.00 feet, for an arc distance of 70.09 feet (chord bearing North 08 degrees 50 minutes 40 seconds West) to the south line of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 51 minutes 13 seconds West along said south line for a distance of 30.00 feet; thence northerly on a non-tangential curve concave to the east, having a central angle of 02 degrees 57 minutes 16 seconds and a radius of 265.00 feet, for an arc distance of 13.66 feet (chord bearing North 01 degree 11 minutes 40 seconds East); thence North 02 degrees 40 minutes 18 seconds East, tangent to said curve, for a distance of 1323.88 feet to the north line of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 27 minutes 58 seconds West along said north line for a distance of 81.93

feet to the northwest corner of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 16 minutes 50 seconds West along the north-south quarter line of said Section 14 for a distance of 2670.85 feet to the point of beginning.

The above described easement contains 5.60 acres and is subject to all easements, restrictions and reservations of record, if any.

(the “Permanent Channel Easement Property”).

3. **Permanent Spoil Easement Property.** Seller shall grant and convey to the District a permanent easement for the spoil, including access to and from the drainage system and other purposes described more fully below, in, on, over, under, across, and through the following real property in Traverse County, Minnesota:

Parcel No. 15-001700

A 200.00 foot wide strip for spoil access purposes in, over and upon that part of the Southwest Quarter of the Southeast Quarter in Section 14, Township 126 North, Range 48 West of the Fifth Principal Meridian in Traverse County, Minnesota. The westerly line of said 200.00 foot wide strip is described as follows:

Commencing at a found iron monument which designates the southwest corner of said Section 14; thence South 89 degrees 45 minutes 46 seconds East on an assumed bearing along the south line of said Section 14 for a distance of 2658.85 feet to the south quarter corner of said Section 14; thence continuing South 89 degrees 45 minutes 46 seconds East along the south line of said Section 14 for a distance of 76.31 feet to the northerly right of way line of Minnesota Trunk Highway No. 27; thence North 56 degrees 16 minutes 38 seconds East along said northerly right of way line for a distance of 100.70 feet, said point is the point of beginning; thence northerly on a non-tangential curve concave to the east, having a central angle of 14 degrees 57 minutes 24 seconds and a radius of 25.00 feet, for an arc distance of 6.53 feet (chord bearing North 05 degrees 00 minutes 31 seconds East); thence North 12 degrees 29 minutes 13 seconds East, tangent to said curve, for a distance of 102.97 feet; thence northerly on a curve concave to the west, having a central angle of 21 degrees 38 minutes 49 seconds and a radius of 385.00 feet, for an arc distance of 145.46 feet (chord bearing North 01 degree 39 minutes 49 seconds East); thence North 09 degrees 09 minutes 36 seconds West for a distance of 598.26 feet; thence northerly on a curve concave to the east, having a central angle of 22 degrees 40 minutes 32 seconds and a radius of 175.00 feet, for an arc distance of 69.26 feet (chord bearing North 02 degrees 10 minutes 40 seconds East); thence North 13 degrees 30 minutes 56 seconds East for a distance of 40.71 feet; thence northerly on a curve concave to the west, having a central angle of 30 degrees 54 minutes 15 seconds and a radius of 345.00 feet, for an arc distance of 186.09 feet

(chord bearing North 01 degree 56 minutes 12 seconds West); thence North 17 degrees 23 minutes 19 seconds West for a distance of 80.39 feet; thence northerly on a curve concave to the east, having a central angle of 17 degrees 05 minutes 18 seconds and a radius of 235.00 feet, for an arc distance of 70.09 feet (chord bearing North 08 degrees 50 minutes 40 seconds West) to the north line of said Southwest Quarter of the Southeast Quarter and said westerly line there terminates. The easterly line of said 200.00 foot wide strip shall be prolonged or shortened to terminate on the north and south lines of said Southwest Quarter of the Southeast Quarter.

AND

A 140.00 foot wide strip for spoil access purposes in, over and upon that part of the Northwest Quarter of the Southeast Quarter in Section 14, Township 126 North, Range 48 West of the Fifth Principal Meridian in Traverse County, Minnesota. The westerly line of said 140.00 foot wide strip is described as follows:

Commencing at a found iron monument which designates the southwest corner of said Section 14; thence South 89 degrees 45 minutes 46 seconds East on an assumed bearing along the south line of said Section 14 for a distance of 2658.85 feet to the south quarter corner of said Section 14; thence continuing South 89 degrees 45 minutes 46 seconds East along the south line of said Section 14 for a distance of 76.31 feet to the northerly right of way line of Minnesota Trunk Highway No. 27; thence North 56 degrees 16 minutes 38 seconds East along said northerly right of way line for a distance of 100.70 feet; thence northerly on a non-tangential curve concave to the east, having a central angle of 14 degrees 57 minutes 24 seconds and a radius of 25.00 feet, for an arc distance of 6.53 feet (chord bearing North 05 degrees 00 minutes 31 seconds East); thence North 12 degrees 29 minutes 13 seconds East, tangent to said curve, for a distance of 102.97 feet; thence northerly on a curve concave to the west, having a central angle of 21 degrees 38 minutes 49 seconds and a radius of 385.00 feet, for an arc distance of 145.46 feet (chord bearing North 01 degree 39 minutes 49 seconds East); thence North 09 degrees 09 minutes 36 seconds West for a distance of 598.26 feet; thence northerly on a curve concave to the east, having a central angle of 22 degrees 40 minutes 32 seconds and a radius of 175.00 feet, for an arc distance of 69.26 feet (chord bearing North 02 degrees 10 minutes 40 seconds East); thence North 13 degrees 30 minutes 56 seconds East for a distance of 40.71 feet; thence northerly on a curve concave to the west, having a central angle of 30 degrees 54 minutes 15 seconds and a radius of 345.00 feet, for an arc distance of 186.09 feet (chord bearing North 01 degree 56 minutes 12 seconds West); thence North 17 degrees 23 minutes 19 seconds West for a distance of 80.39 feet; thence northerly on a curve concave to the east, having a central angle of 17 degrees 05 minutes 18 seconds and a radius of 235.00 feet, for an arc distance

of 70.09 feet (chord bearing North 08 degrees 50 minutes 40 seconds West) to the south line of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 51 minutes 13 seconds West along said south line for a distance of 30.00 feet to the point of beginning; thence northerly on a non-tangential curve concave to the east, having a central angle of 02 degrees 57 minutes 16 seconds and a radius of 265.00 feet, for an arc distance of 13.66 feet (chord bearing North 01 degree 11 minutes 40 seconds East); thence North 02 degrees 40 minutes 18 seconds East, tangent to said curve, for a distance of 1323.88 feet to the north line of said Northwest Quarter of the Southeast Quarter and said westerly line there terminates. The easterly sideline of said 140.00 foot wide strip shall be prolonged or shortened to terminate on the north and south lines of said Northwest Quarter of the Southeast Quarter.

The above described easement contains a combined 9.90 acres and is subject to all easements, restrictions and reservations of record, if any.

(the “Permanent Spoil Easement Property”).

4. **The Property.** Collectively, the Permanent Channel Easement Property and the Permanent Spoil Easement Property are referred to herein as the “Property.” A survey of the Property is attached as **Exhibit A.**
5. **Purchase Price and Payment.** The purchase price for the Permanent Channel Easement Property is \$20,341.00, and the purchase price for the Permanent Spoil Easement Property is \$12,870.00, for a total of purchase price of \$33,211.00 (the “Purchase Price”). The District will pay Seller the entire Purchase Price by check at closing. Subject to the provisions of this Agreement, Seller specifically acknowledges the purchase price paid by the District under this Agreement represents full and final payment to Seller as compensation or damages regarding the Property, any of Seller’s remaining property, or the Project, and that Seller is not entitled to any further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule or regulation, or other legal authority.
6. **Use of the Permanent Channel Easement Property.** Under the Permanent Channel Easement, Seller shall grant to the District, its officers, employees, agents, representatives, and contractors, a permanent and perpetual easement in, on, over, under, across, and through the Permanent Channel Easement Property for the following purposes: constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, and improving the Project and related appurtenances, including a channel, berm, rock riffles, and other improvements; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; moving, storing, and removing equipment, materials, and supplies; removing trees, underbrush,

obstructions, and any other vegetation, structures, or obstacles from the Permanent Channel Easement Property; seeding a permanent sixteen and a half foot (16.5') buffer strip as required under Minn. Stat. § 103F.48 and the District's Buffer Rule; conveying water upon and over the Permanent Channel Easement Property; installing field drainage culverts, drain tile, and other improvements necessary to connect field drainage to the Project; and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project, together with all necessary and reasonable rights of ingress and egress to and from the Permanent Channel Easement Property. The District is not responsible for pre-existing environmental contamination or liabilities.

7. **Use of the Permanent Spoil Easement Property.** Under the Permanent Spoil Easement, Seller shall grant to the District, its officers, employees, agents, representatives, and contractors, a permanent and perpetual easement in, on, over, under, across, and through the Spoil Easement Property for the following purposes: constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, and improving the Project, and related appurtenances; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; moving, storing, and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Permanent Spoil Easement Property; shaping and contouring the backslope to accommodate adjacent field drainage into the main drain channel via an open cut/ditch or through a culvert or pipe; and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the containment berms and a backslope as necessary to accommodate the Project and the corresponding drain channel, together with all necessary and reasonable rights of ingress and egress to and from the Permanent Spoil Easement Property.

If excavation of materials (spoil) from the Permanent Channel Easement Property is necessary and results in spreading of the spoil on the Permanent Spoil Easement Property, any spoil material that is not suitable for farming (i.e. sand, rocks, gravel, or clay) will be stripped away from the topsoil prior to the spoil material being placed and then covered with the topsoil. The District is not responsible for pre-existing environmental contaminations or liabilities.

8. **Closing.** Closing will occur on or before _____, 2020, unless extended as agreed to by the parties. At closing, Seller will execute and deliver to the District a Permanent Channel Easement and Permanent Spoil Easement conveying the easement rights described above to the District. The parties agree to promptly execute and deliver any other instruments or documents necessary to carry out the purposes of this Agreement before, at, or following closing.

9. **Access.** Prior to closing, the District will have immediate access to the Property following the execution of this Agreement by Seller, and before closing, Seller authorizes the District, and its officers, agents, representatives, employees, and contractors, to enter upon and have access to the Property for the following purposes: ingress and egress in, on, over, under, across, and through the Property; constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, and improving the Project, and related appurtenances including a channel and side slopes with containment berms, spoil, permanent vegetative buffer strip, and other improvements; moving, storing, and removing construction equipment and supplies on the Property; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles on the Property; excavating, piling, storing, depositing, spoiling, spreading, or removing excavated dirt, soil, clay, silt, or other materials on or from the Property; performing any other work necessary and incident to the Project. Seller will not disturb, injure, or in any manner interfere with the District's access to or use of the Property.
10. **Structures and Personal Property.** Unless otherwise agreed by the parties, any buildings, structures, personal property, or other items left on the Property on the date of Seller's execution of this Agreement will automatically become the District's property, without the need for any bill of sale or any other written instrument or agreement; the District may remove any buildings, structures, personal property, or other items from the Property, at its sole discretion and at its sole cost.
11. **Utility Easements.** As a material portion of the consideration given in this transaction and as a condition of closing, Seller agrees to grant to the District utility easements or other easements, including easements in favor of third parties, in, on, over, under, across, and through Seller's property, as determined in the sole discretion of the District to be necessary as a result of the Project in order to accommodate the Project.
12. **Warranty of Title.** Seller warrants that Seller is the fee simple owner of the Property; that Seller has the right to enter into this Agreement and to make the promises, covenants, and representations contained in this Agreement; that this Agreement does not violate any mortgage or other interest held by any third party regarding the Property, or any portions of those parcels; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Property, or any portions of those parcels; and that, as of closing, there will be no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Property, or any portions of those parcels. Seller will release, hold harmless, defend, and indemnify the District and its officers, agents, representatives, employees, and contractors from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects or related damages arising from title defects regarding the Property. Seller will not grant, sell, convey, or in any way encumber the Property prior to the parties' closing.

13. **Permanent Channel Easement Crop Damages.** The District will place stakes on the Permanent Channel Easement Property prior to spring planting in 2021 by Seller or any of Seller's tenants; any planting inside of the stakes is at the risk of Seller or any of Seller's tenants, and the District will not reimburse Seller or any of Seller's tenants for any crop damages regarding any property inside the stakes placed by the District. In the event the District does not commence construction of the Project in 2021, the District will not reimburse Seller for lost profits or lost rent regarding any of the Permanent Channel Easement Property inside the stakes. Following completion of initial construction of the Project, the District is responsible for repairing or replacing the buffer area caused by the District's subsequent entrance upon the Permanent Channel Easement Property.
14. **Permanent Spoil Easement Crop Damages.** The District will place stakes on the Permanent Spoil Easement Property prior to Seller or any of Seller's tenants' spring planting in 2021; any planting inside of the stakes is at the risk of Seller or any of Seller's tenants, and the District will not reimburse Seller or any of Seller's tenants for any crop damages regarding any property inside the stakes placed by the District. In the event the District does not commence construction of the Project in 2021, the District will not reimburse Seller for lost profits or lost rent regarding any of the Spoil Easement Property inside the stakes. The District will reimburse Seller for reasonable crop damages (outside of the permanent buffer area) resulting from the District's subsequent entrance upon the Spoil Easement Property for maintenance activities occurring in 2022 and subsequent years. The District will calculate reasonable crop damages based on the area disturbed, actual production history, Seller's yields the year of the damages, and current crop prices at the time of the crop damages.
15. **Tenants.** Seller will promptly notify any of Seller's tenants of the Project, of the District's immediate rights under this Agreement, and of the potential for disruption of any tenant's farming activities prior to closing; the District will not be liable or otherwise responsible to any of Seller's tenants for interference with any tenants' farming activities.
16. **Condition of the Property.** The District will return the Property as nearly as practicable to its original condition, taking into consideration the nature of the work being performed.
17. **Taxes.** With regard to the Property, Seller is solely responsible for paying all taxes and special assessments or assessments for special improvements due, levied, or assessed for all taxes and assessments; the District will not be responsible for payment of any taxes or assessments regarding the Property at any time.
18. **Closing Costs.** The District will be responsible for the costs of preparation of the Permanent Channel Easement, Permanent Spoil Easement, this Agreement, preparation and expenses of any survey, and recording of the permanent easements. Seller will be

responsible for the costs of preparation of and recording expenses of all releases, satisfactions, and title corrective documents, and all costs associated with correcting title defects.

19. **Indemnification by Seller.** Seller will release, hold harmless, defend, and indemnify the District and its officers, agents, representatives, employees, and contractors from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects or related damages arising from title defects regarding the Permanent Channel Easement Property and the Permanent Spoil Easement Property.
20. **Representations and Warranties.** Seller represents and warrants to the District that:
- a. Seller, on the Date of Closing, will have complied with all of its obligations hereunder, unless such compliance has been waived in writing by the District, and all representations and warranties made hereunder will be true and correct on said date.
 - b. There are no underground wells, buried underground storage tanks as defined in Minn. Stat. § 116.46, subd. 8, or private septic systems on, under, or upon the subject premises. Upon twenty four (24) hours' notice, the District may enter the Property at any date after the Effective Date to investigate and survey the Property for underground storage tanks or wells.
 - c. There are no hazardous materials contained on the Property. The District may enter the Property at any date after the Effective Date to investigate and survey the Property for hazardous materials.

Seller hereby agrees that the truthfulness of each of said representations and warranties and all other representations and warranties herein made is a condition precedent to the performance by the District of its obligations hereunder.

21. **Breach of Representation or Warranty.** Upon the breach of any representation or warranty hereof, the District may, prior to the Date of Closing, declare this Agreement to be null and void, or the District may elect to close this transaction. All representations, warranties, and covenants of Seller will survive the Date of Closing. In the event any representation or warranty will be discovered to have been untrue as of the Date of Closing, Seller will indemnify, defend, and hold the District, its successors and assigns, harmless with respect to any loss, cost, expense, damage, or liability (including reasonable attorneys' fees) arising out of or relating to said representation or warranty being untrue.
22. **Contingencies.** This Agreement is contingent upon: (a) the District's subsequent award of a construction contract or contracts regarding the Project, (b) the successful acquisition

of all property necessary for the Project, and (c) the District securing all financing necessary for the Project. If the District does not award a construction contract or contracts or secure all financing regarding the Project, the District will enter a resolution to terminate this Agreement, and this Agreement will terminate.

23. **Notice.** Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as stated on the first page of this Agreement.

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

24. **No Forbearance.** The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.
25. **Survival.** The terms of this Agreement will survive the closing on the Property.
26. **Assignment.** Seller will not transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the District.
27. **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 State District Court in Traverse County, Minnesota, and the parties waive any objection to venue or personal jurisdiction.
28. **Severability.** 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.
29. **Entire Agreement.** This Agreement, the Permanent Channel Easement, the Permanent Spoil Easement, and any amendments thereto, constitute the entire and complete agreement between the parties and supersede any prior oral or written agreements between the parties with respect to the subject premises. It is expressly agreed that there

are no verbal understandings or agreements which in any way change the terms, covenants, and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

30. **Modifications**. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
31. **Binding Effect**. All covenants, agreements, warranties, and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns, and will continue in force and effect and be binding after the Date of Closing. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.
32. **Cooperation**. The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
33. **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.
34. **Effective Date**. This Agreement becomes effective upon the date of the last signature appearing below.

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

[Signatures on the following pages.]

**RESOLUTION OF SUPPORT FOR AN APPLICATION FOR
LOCAL PARTNERSHIP PROGRAM (LPP) GRANT FUNDS FOR THE
LAKE TRAVERSE WATER QUALITY IMPROVEMENT PROJECT PHASE NO. 2**

WHEREAS, the Minnesota Department of Transportation's (MnDOT) Local Partnership Program (LPP) was created to provide statewide transportation partnership opportunities with local agencies and construct highway improvements that are mutually beneficial at locations that are not currently programmed on state highways; and

WHEREAS, the program focuses heavily on development of long term and sustainable partnerships, collaboration of transportation system needs, leveraging of agency investments and minimizing project time and cost; and

WHEREAS, District Engineering Staff have identified a portion of the Lake Traverse Water Quality Improvement Project Phase 2 may qualify for funding under this program.

BE IT RESOLVED that the Bois de Sioux Watershed District acts as the legal sponsor for the Lake Traverse Water Quality Improvement Project Phase No. 2 and requests funding from the Local Partnership Program (LPP) grant of the Minnesota Department of Transportation.

BE IT FURTHER RESOLVED that the Bois de Sioux Watershed District supports Traverse County's legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds and adequate construction of the proposed project.

BE IT FURTHER RESOLVED that the Bois de Sioux Watershed District has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the Bois de Sioux Watershed District may enter into an agreement with Traverse County for the above-referenced project(s), and that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that, the Bois de Sioux Watershed District has committed to provide or secure the balance of the project, estimated at this time to be \$ _____, towards the local match requirement.

BE IT FURTHER RESOLVED that, the Bois de Sioux Watershed District confirms if the project cost increases above the amount listed in the Application, the Bois de Sioux Watershed District will provide or secure all additional funds necessary to complete the project. The Bois de Sioux Watershed District certifies that it will comply with all applicable laws, regulations, and rules of the Application.

BE IT FURTHER RESOLVED that the sources and uses, private investors, equity, and other financing commitment represented in the attached document are accurate.

NOW, THEREFORE BE IT RESOLVED that the President and Vice President, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project(s) on behalf of the applicant.

I CERTIFY THAT the above resolution was WITNESSED:
adopted by the Bois de Sioux Watershed
District Board on September 17, 2020.

SIGNED:

Linda Vavra, President

Jamie Beyer, Administrator

Date: _____

Date: _____

**RESOLUTION OF SUPPORT FOR AN APPLICATION FOR THE
TRANSPORTATION ECONOMIC
DEVELOPMENT PROGRAM (TED)
GRANT FUNDS FOR THE
LAKE TRAVERSE WATER QUALITY IMPROVEMENT PROJECT PHASE NO. 2**

WHEREAS, the Minnesota Department of Transportation's (MnDOT) Transportation Economic Development Program that provides funds for cities, counties and other government entities in Greater Minnesota for transportation infrastructure projects on state highways that support economic development through MnDOT; and

WHEREAS, District Engineering Staff have identified a portion of the Lake Traverse Water Quality Improvement Project Phase 2 may qualify for funding under this program.

BE IT RESOLVED that the Bois de Sioux Watershed District acts as the legal sponsor for the Lake Traverse Water Quality Improvement Project Phase No. 2 and requests funding from the Transportation Economic Development (TED) Program of the Minnesota Department of Transportation.

BE IT FURTHER RESOLVED that the Bois de Sioux Watershed District has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds and adequate construction of the proposed project.

BE IT FURTHER RESOLVED that the Bois de Sioux Watershed District has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the Bois de Sioux Watershed District may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that, the Bois de Sioux Watershed District has committed to provide or secure the balance of the project, estimated at this time to be \$ _____, towards the local match requirement.

BE IT FURTHER RESOLVED that, the Bois de Sioux Watershed District confirms if the project cost increases above the amount listed in the Application, the Bois de Sioux Watershed District will provide or secure all additional funds necessary to complete the project. The Bois de Sioux Watershed District certifies that it will comply with all applicable laws, regulations, and rules of the Application.

BE IT FURTHER RESOLVED that the sources and uses, private investors, equity, and other financing commitment represented in the attached document are accurate.

NOW, THEREFORE BE IT RESOLVED that the President and Vice President, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project(s) on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the Bois de Sioux Watershed District Board on September 17, 2020. WITNESSED:

SIGNED:

Linda Vavra, President

Jamie Beyer, Administrator

Date: _____

Date: _____

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

Redpath Project
Grant #300000507126829
Jan 1, 2020 to July 31, 2020
Pay Request #25

Check #	Date	Name	Description	Amount	
Previous Pay Requests				\$7,165,014.77	
20435	02/20/2020	Morris & Associates	January	679.00	MN
20508	03/26/2020	Morris & Associates	February	818.00	MN
20739	07/16/2020	Morris & Associates	March	83.00	MN
20436	02/20/2020	Moore Engineering, Inc.	January	16,862.50	MN
20436	02/20/2020	Moore Engineering, Inc.	January	2,342.50	
20506	03/26/2020	Moore Engineering, Inc.	February	73,059.50	MN
20506	03/26/2020	Moore Engineering, Inc.	February	572.50	
20585	04/16/2020	Moore Engineering, Inc.	March	137,194.04	MN
20631	05/21/2020	Moore Engineering, Inc.	April	57,692.00	MN
20631	05/21/2020	Moore Engineering, Inc.	April	1,961.00	
20702	06/18/2020	Moore Engineering, Inc.	May	89,152.00	MN
20702	06/18/2020	Moore Engineering, Inc.	May	1,907.50	
20749	07/16/2020	Moore Engineering, Inc.	June	68,145.00	MN
20749	07/19/2020	Moore Engineering, Inc.	June	4,577.50	
20796	08/19/2020	Moore Engineering, Inc.	July	46,347.06	MN
20796	08/19/2020	Moore Engineering, Inc.	July	697.50	

Total Expenses Jan 1, 2020 to July 31, 2020 501,600.60

Total Costs to Date \$7,666,615.37
State eligible costs **489,542.10 x 75% = 367,156.58**

	Total Expenses	Previous Billings	Pay Request #25
State of MN	3,200,000.00	3,161,067.40	38,932.60
RRWMB	3,213,638.40	3,213,638.40	0.00
BdSWD	1,252,976.97	790,308.97	462,668.00
	<u>7,666,615.37</u>	<u>7,165,014.77</u>	<u>501,600.60</u>

	Funding	Billed	Remaining
State of MN	3,200,000.00	3,200,000.00	0.00
RRWMB	3,213,638.40	3,213,638.40	0.00
	<u>6,413,638.40</u>	<u>6,413,638.40</u>	<u>0.00</u>

Amount requested for the period Jan 1, 2020 to July 31, 2020 \$38,932.60

Linda Vavra
President



TOPIC FOLLOW-UP

LEGAL EVALUATION OF FUTURE REDPATH GRANT TERMS

09/17/2020

BACKGROUND

The DNR has changed its format for grant agreements, now requiring grant recipients to agree to the terms determined by the Minnesota Management and Budget. Attorney Croaker was authorized to review the agreement template.

PROVISIONS OF INTEREST TO THE DISTRICT

If the District uses any portion of the grant funds to acquire property, that property will be considered “state bond financed property” resulting in the declaration being recorded on the property.

If the District uses any portion of the grant funds to improve property, that property will be considered “state bond financed property” resulting in the declaration being recorded on the property.

Grant funds may only be used for:

- Acquisition of fee simple title to the Real Property
- Acquisition of a leasehold interest in the Real Property
- Acquisition of an easement for the Real Property
- Improvement of the Real Property
- Acquisition of fee simple title to the Facility
- Acquisition of a leasehold interest in the Facility
- Construction of the Facility
- Renovation of the Facility

The grant agreement requires that Ohnstad Twichell record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget.

The District’s farm land lease agreements will have to be approved by the Commissioner before execution. Ideally, we would ask if the Commissioner could approve a boilerplate version to be used by the District for any of its state bond financed property, but that may not be possible.

It may be possible that a crop lien would be placed on the farmer for failure to comply with the terms of the farm land lease agreement.

Easements and farm land leases acquired may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB. And the leases and easements must acknowledge the existence of the grant agreement and contain a provision that the terms, conditions and provisions contained in the grant agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.



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

Easements acquired must include a term that is equal to or greater than 125% of the Useful Life of the Real Property. This calculation must be completed by the District.

Easements must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property without first obtaining the written consent of the Commissioner of MMB.

If land acquired or improved with state grant funds is sold, the proceeds may need to be returned to MMB.

Even though grant funds are promised to the District, the funds can be reduced at a later date if the State Entity (presumably DNR) does not have enough money to cover the promised grant funds. This places a burden on the District to come up with grant fund deficiencies.

If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing.



MEMO

TO: Doran Creek Area Landowners

FROM: Jamie Beyer, Administrator

DATE: September 18, 2020

RE: Proposed Doran Creek Restoration Project

.....

The Bois de Sioux Watershed District (the "District") is requesting input from Doran Creek area landowners as to whether there is support for a future flood damage reduction/restoration project to Doran Creek, and related water management district. Typically, the District holds a landowner meeting with interested landowners to gather input on a proposed project; however, under the State's current pandemic restrictions, this is very difficult to coordinate with the approximately 240 landowners involved in the proposed project area. Because of these pandemic restrictions, the District respectfully requests that you review the enclosed project summary and let the District know if you support the pursuit of the proposed restoration project and water management district, or if you have any questions or comments. Please know that our efforts to evaluate the level of landowner support for the proposed restoration is a first step; stream restorations are complicated. Because there are many procedural actions, permits, and board approvals required, support for this project does not automatically mean that the project will be constructed. The level of landowner support will be considered as Bois de Sioux Watershed Board Managers consider project establishment through the statutory process outlined under Minn. Stat. Chapter 103D.

You may provide your questions, comments, and opinions by:

- Calling (320)563-4185
- Emailing bdswd@runestone.net
- Calling or texting Board Manager Jason Beyer at (218) 651-0135
- Mailing a letter to 704 Hwy 75 S, Wheaton, MN 56296
- Returning the enclosed postcard

Your input is greatly appreciated!

DORAN CREEK RESTORATION

BACKGROUND

The Bois de Sioux Watershed District and community members have invested a great deal of time and effort into understanding the hydrologic conditions, economic impact, and project alternatives associated with alleviating frequent floods in the Doran Creek area. The project team's primary purpose has been to identify the most feasible and acceptable project to provide protection from a 10-Year, 24-hour flood event for agricultural lands, and provide protection from a 100-Year flood event for the City of Doran.

The project team reviewed twenty different project alternatives and evaluated the effectiveness of each to meet the team's primary purpose. Ultimately two project alternatives were supported: an urban levy surrounding the City of Doran and the restoration of Doran Creek.

CITY OF DORAN URBAN LEVY

Urban levies are a popular flood mitigation project in the Red River Valley. Unfortunately, the funding sources for levies have dwindled. The Bois de Sioux Watershed District will continue to lobby for funds through the state legislature.

RESTORATION OF DORAN CREEK

Stream restorations are gaining in popularity in the Red River Valley. Recent examples in Wilkin County include the Wolverton Creek Restoration and the Whiskey Creek Restoration.

A stream restoration of Doran Creek would:

- remove sediment and vegetation buildup
- broaden the floodplain
- include installation of berms and side inlet culverts
- maintain meanders when possible

Potential landowner impacts of a stream restoration of Doran Creek:

- The Bois de Sioux Watershed would need to obtain a variety of easements for land within and adjacent to the project site, and possibly acquire a small and limited amount of land, to broaden the floodplain.
- Participation in a water management district to fund project design and development, and cost-share portions of project grant funding.

Fortunately, there are a wide variety of financial sources for stream restorations, which include the United State Department of Agriculture, the State of Minnesota, the Red River Water Management Board, counties, soil and water conservation district programs, watershed district programs, and water management districts. Funds from outside sources will be maximized in order to reduce cost to Doran Creek area landowners.

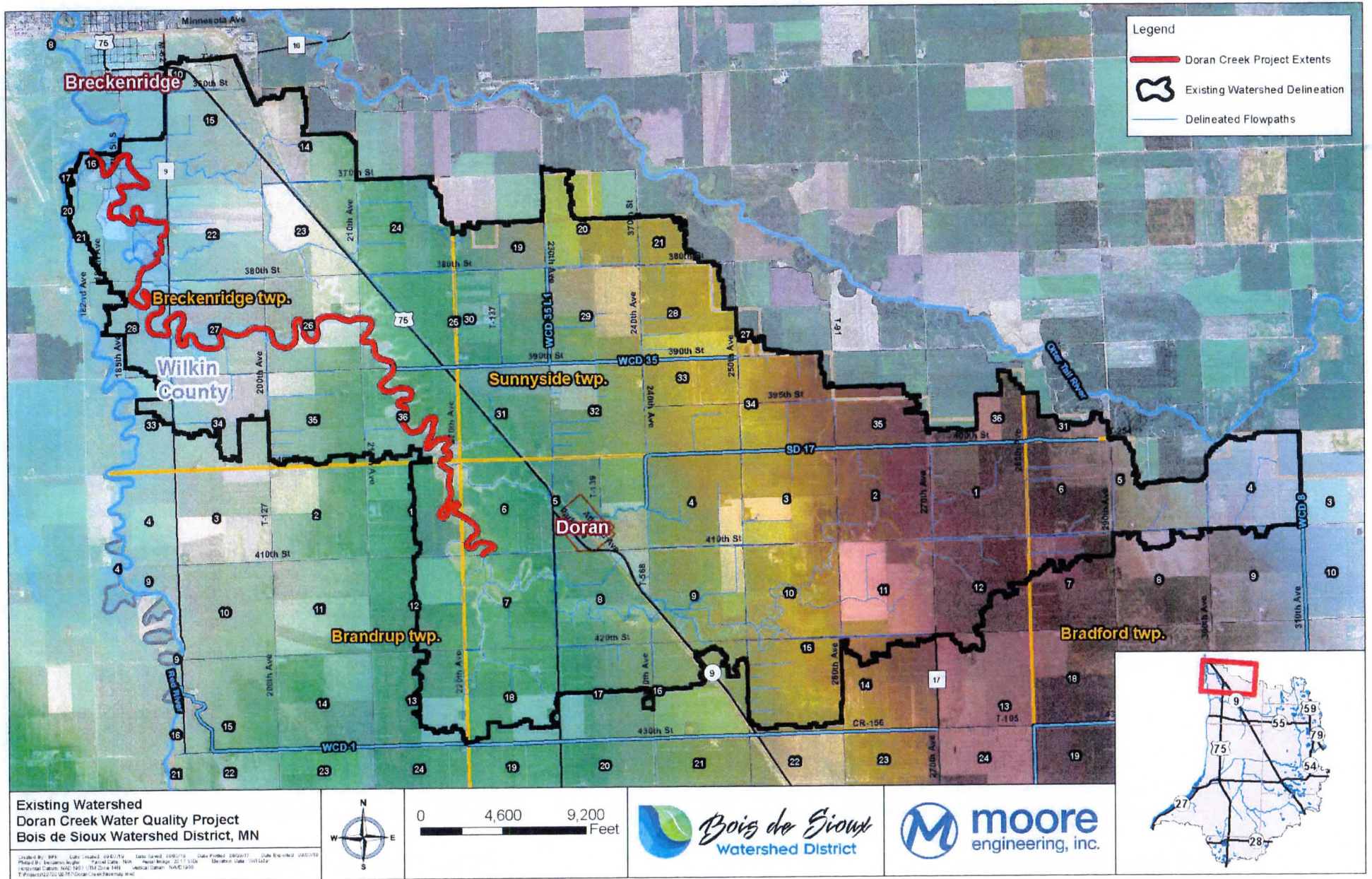
It is difficult to calculate the actual, regional economic damage that results from flooding in this region. Modeling has demonstrated that the Doran Creek watershed experiences flooding across 19,152 acres when precipitation meets a 10-Year, 24-hour flood event. Flooding can be the result of spring snowmelt (preventing or delaying planting), or a significant summer rainfall (inundating a growing crop).



District landowners are pushing to move projects out of the study phase and into construction, and enacting dedicated funding streams are an important tool to reach this objective. The Bois de Sioux Watershed District has begun to implement "water management districts" to provide financial support and ongoing maintenance for projects designed to benefit areas on the subwatershed scale. The establishment of a water management district is a formal and lengthy process that includes several public hearings. A water management district could be used to fund the design and plans for the Doran Creek Restoration. Once project grants have been secured, the district could be used to financially support uncovered costs and future maintenance. When establishing a water management district, a maximum taxing cap/limit would be specified.



DORAN CREEK RESTORATION



DORAN CREEK LANDOWNER COMMENT CARD

I support the pursuit of a stream restoration for Doran Creek and related water management district.

I do not support the pursuit of a stream restoration for Doran Creek and related water management district.

Other comments:

Landowner Name & Contact Information:

DORAN CREEK LANDOWNER COMMENT CARD

I support the pursuit of a stream restoration for Doran Creek and related water management district.

I do not support the pursuit of a stream restoration for Doran Creek and related water management district.

Other comments:

Landowner Name & Contact Information:

DORAN CREEK LANDOWNER COMMENT CARD

I support the pursuit of a stream restoration for Doran Creek and related water management district.

I do not support the pursuit of a stream restoration for Doran Creek and related water management district.

Other comments:

Landowner Name & Contact Information:

DORAN CREEK LANDOWNER COMMENT CARD

I support the pursuit of a stream restoration for Doran Creek and related water management district.

I do not support the pursuit of a stream restoration for Doran Creek and related water management district.

Other comments:

Landowner Name & Contact Information:

COVER CROP FUNDING AGREEMENT

THIS AGREEMENT is entered into this 11 day of August, 2020 (the "Effective Date"), by and between the Bois de Sioux Watershed District (the "BdSWD") and Stevens County 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: Stevens County Soil & Water Conservation District
 Attn: Administrator
12 Hwy 28 E Ste 2
Morris, MN 56267

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


Stevens COUNTY SOIL & WATER
CONSERVATION DISTRICT

Date: 5/11, 2020

By: 

Its: Vice Chair

Date: 8/11, 2020

By: 

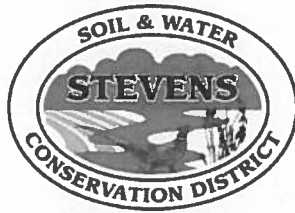
Its: District Administrator

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/acre for a single-species mix, \$26/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.



12 Hwy 28 E Ste 2, Morris MN 56267
320-589-4886 ext 4
www.stevensswcd.org

Putting conservation on the land

September 14, 2020

Bois de Sioux Watershed District:

The Stevens 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 5 acre minimum and 50 acre 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 31.

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 320-589-4886 ext. 112.

Thank you,

Matt Solemsaas
District Administrator



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

CONSTRUCTION CONTRACT COMMITTEE MEETING August 17, 2020 at 8:30 AM

Present in the District Office: Administrator Jamie Beyer. Participated Remotely: President Linda Vavra; Board Managers Doug Dahlen, Jason Beyer and Ben Brutlag; Engineer Technician Troy Fridgen; District Engineer Chad Engels; Engineers James Guler and Nathan Trosen; District Attorney Lukas Croaker.

Attendees discussed the purpose of this new committee which is to provide a deeper understanding of Bois de Sioux Watershed District (the "District") construction contracts and processes, and to provide recommendations for action by the Board, when needed.

Introduction to Project Measurement and Payment

Engineer Guler presented the differences between a field order and a change order as follows:

- Field Order – change initiated by engineering staff; cannot alter the contractual timeline or amount.
- Change Order – change initiated because of new or changed on-site information; can alter the contractual timeline or amount.

Construction plans allow for different types of payment calculations, as indicated on the project bid sheet:

- LS = Lump Sum
- Units

Both calculations are estimated by engineering staff when creating the project plans and project cost estimate. The engineers then determine "pay limits" for some bid items that are included in the construction contract. Pay limits restrict how much the District is liable to a contractor for payment by units; the pay limits ensure that the District is not charged for overexcavation and/or overapplication of a material outside the requirements of the contract.

Some plan items are difficult to estimate until the project is under construction. Side inlets are an example of this as they are often requested by landowners in unanticipated locations. Side inlet pipe length can vary because the length of pipe is dependent on how wide the contractor chooses to level the spoil bank berm. For side inlets and materials measured and paid by the unit, the District measures the materials after they are installed, and then provides payment to the contractor.

Seeding area is determined by engineering staff, who can direct the contractor to expand outside of the pay limits, if needed; the contractor will be compensated for the additional area ordered by the engineer. If the contractor expands outside of the pay limits without an order from the engineering staff, compensation is not provided. A 75% payment can be made to the contractor after seeding; the remaining 25% is paid after vegetation is established. The contract requires a minimum of 70% cover, and the contract will not be closed until this threshold is met. The contract does call for the grass to be drilled, but includes an option to allow a broadcast application if 20% more seed is used. Technician Fridgen requested that engineering staff consider using rye grass in future mix specs; Engineer Guler replied that oats is currently used in place of rye and indicated that some mixes are dictated by grant project funders.

WCD #9 Update & Contract Closeout Procedure

District Engineer Engels recommended that, when the time comes to evaluate the project for close-out, that the Committee complete a project drive-thru and review the final punchlist. Engineering staff are taking a closer look at wash-out areas and sedimentation. The site of a blow-out may require erosion fabric.

JD #11 Update

Side inlet installation and berm construction continues. A change order will be presented at the August 20th Board meeting regarding mobilization for an additional side inlet culvert. A second pay estimate will also be presented, along with a discussion of the condition of an outlet structure at the downstream end of the drainage system.

DRAFT

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

September 3, 2020 at 1:00 pm

PHONE CONFERENCE CALL & ONLINE SCREENSHARE & IN PERSON

Member Organizations

Big Stone County
Big Stone SWCD
Grant County
Grant SWCD
Otter Tail County
West Otter Tail SWCD
Stevens County
Stevens SWCD
Traverse County
Traverse SWCD
Wilkin County
Wilkin SWCD
Bois de Sioux Watershed

Committee Representative

Commissioner Jay Backer
Supervisor Dan Morrill
Commissioner Bill LaValley
Supervisor Randy Larson
Commissioner John Lindquist
Supervisor John Walkup **[Absent]**
Commissioner Ron Staples
Supervisor Greg Fynboh
Commissioner Tom Monson
Supervisor Chester Raguse **[Absent]**
Commissioner Eric Klindt **[Absent]**
Supervisor Kyle Gowin **[Absent]**
Manager Linda Vavra

Designated Alternate

Commissioner Doyle Sperr **[Absent]**
Sup. Odell Christenson **[Absent]**
Com. Lee Rogness **[Absent]**
Supervisor Richard Viger **[Absent]**
Commissioner Neil Wiese **[Absent]**
Supervisor Debbie Anderson **[Absent]**
Commissioner Kevin Leininger **[Absent]**
Supervisor Carol Johnson **[Absent]**
Commissioner Dennis Larson **[Absent]**
Supervisor Josh Deal **[Absent]**
Manager Allen Wold **[Absent]**

Also Present

Henry Van Offelen, BWSR
Pete Waller, BWSR
Reed Peterson, Grant County
Rachel Olm, HEI
Jeremiah Jazdzewski, HEI **[Absent]**

Big Stone County	Danny Tuckett
Big Stone SWCD	Joseph Otto
Grant County	Greg Lillemon
Grant SWCD	Jared House
West Otter Tail SWCD	Brad Mergens
West Otter Tail SWCD	Ben Underhill
Traverse SWCD	Sara Gronfeld
Wilkin County	Breanna Koval
Wilkin SWCD	Craig Lingen
Bois de Sioux Watershed	Jamie Beyer

1. **Call to order**

2. **Approve Last Meeting's Minutes**

Backer motioned, seconded by Lindquist, to approve the August 6, 2020. Motion carried unanimously.

3. Recommend for Approval Claims

Vavra motioned, seconded by Monson, to approve payment to HEI in the amounts of \$5,263.25 and \$14,802.25. Motion carried unanimously.

4. Review Most Recent Financial Report

Olm presented total expenses vs. the plan budget. For the pre-planning and planning phases, HEI expenses are \$2,137 below budget. There has been continued savings by using conference calls rather than in-person meetings.

5. Introduce Agenda

LaValley motioned, seconded by Vavra, to approve the agenda. Motion carried unanimously.

6. Draft Bois de Sioux & Mustinka CWMP

Committee members discussed the upcoming timeline. If the draft is approved for notice publication today, the earliest that the required public hearing could be held is mid-November. Each comment received during the 60-day notice will be tabulated, and preliminary response will be drafted prior to the required public hearing. Based on the outcome of the public hearing, there may be additional plan revisions. Committee members suggested that the public hearing be held in the Herman Community Center. Following these revisions, each of the 13 entities must approve the plan before submission to BWSR. The required BWSR hearings could be held in January. Committee members inquired as to what situations, in the future, will require a plan amendment. Olm referred members to Section 5.12.

Olm reviewed changes to the plan since the last draft, which include:

- An acknowledgement page, with support from the Legacy Amendment, Clean Water fund included, as required by our 1W1Plan planning grant
- Figure 2-3 maps
- CRP contracts expiring 2020-2030 was previously reported as the number of contracts; it now appears as an estimate of acres
- Estimated start and end times in the actions tables has been refined
- Appendices have been provided, which include: Land and Water Resources Inventory, copies of the planning Memorandums of Agreement, BdSWD District Rules, and Participation Plan

LaValley motioned, seconded by Fynboh, to publish the documents, and begin the 60-day notice on September 2, 2010. Roll call vote: Backer – aye; Morrill – aye; LaValley – aye; Lindquist – aye; Staples – aye; Monson – aye; Vavra – aye; Larson – aye. Motion carried.

7. Plan Administration Structure

Committee members discussed options under implementation, reviewed information gathered from other organizations, and discussed important timeline considerations in discussion with Waller.

Baseline of what is needed by BWSR for implementation:

- One entity to receive grant funds; operating structure must be finalized
- Does not need to be enacted before the plan is approved; must be done before grant funds can be received

Before a grant agreement is made with BWSR:

- Comprehensive plan must be state approved (maybe January)
- All entities must pass a resolution saying they are adopting and agreeing to implement this plan under their jurisdiction
- Develop a 2-year work plan and the implementation structure must approve the work plan

- Request the grant funds

Grant Agreements

- 3-year agreements; every-other-year grants; one year of overlap
- Develop 2-year budget, but an extra year to close out projects; to go beyond the extra year, there may be a possibility of an extension
- Weather impacts project completion
- 3rd Year overlap also allows you to use funds for more than one of the grants for a large project

Our unaccessed 2020-2021 \$1,064,000 implementation grant:

- (Waller will verify) If the workplan isn't submitted by March or April, these funds will be made available to the First Come First Group for unfunded 1W1Plan planning grants

Use a more streamlined process than the Chippewa JPA

- Individual organizations made edits and then it needed to be resent to all boards for approval
- Send to entity attorneys first for their review, and then send to all the boards
- Includes counties and SWCD's

Yellow Medicine River Watershed Administrator Michele Overholser joined the meeting, and presented her experience with implementation following their 1W1Plan. Their plan was approved December 2016, and they started spending funds in July of 2018. They are currently on their second round of grant funding. They operate under several MOA agreements, as they didn't want to enact a new, separate layer of government. The watershed is the ditch authority for nine drainage systems; several counties continue to be the ditch authority. Their overall goal under implementation was, to the extent possible, use their existing organizations and the types of work they already do to accomplish similar tasks during implementation.

Structure	<ul style="list-style-type: none"> • Watershed acts as the fiscal agent; all funding runs through the watershed board • Watershed formally approves/ratifies grants approved by the Policy Committee • Watershed holds fiscal responsibility, is the official grant holder • Hold harmless clauses protect SWCD's from fiscal failures by the watershed; hold harmless clauses protect watershed from construction/structural failures by the SWCD's • Watershed officially holds the contract with the landowner; Jared indicated that PDT has chosen to put contracts between SWCD and landowner • This additional grant activity has little impact on the fiscal agent's annual audit • Fiscal agent provides a monthly update for the Policy Committee • Watershed has a district-wide view, avoids arguments about what is happening in <i>my county</i> and more objectively compares impacts of upstream projects vs. downstream projects • Watershed makes sure the project guidelines are being adhered to, that dates are correct, and that project files are complete
Policy Committee	<ul style="list-style-type: none"> • Policy Committee decided that they only wanted to meet 4 times per year • Each entity nominates their own Policy Committee member representative • Reviews any grants over \$15,000 (per their own policy). To streamline and add predictability, grants under this amount do not require PC approval • They have found \$15,000 may be too low – thinking about making it \$30,000 or \$50,000 • Implemented a shared Google Doc scoring sheet – projects must score high enough to be considered for funding • Scoring sheet can be adapted to reflect different priorities; committee can change the point values; scoring sheet was developed during implementation – don't do this too early, you will change your mind too many times

	<ul style="list-style-type: none"> • The threshold for funding via the scoring sheet is currently set low to accommodate a lot of projects that were ready but had been denied for EQIP. If there is an overall decrease in grant funds available, the threshold will be raised. • The comprehensive plan is reviewed periodically
SWCD	<ul style="list-style-type: none"> • All projects start with landowners meeting with SWCD staff. SWCD put together the project, and rank and score it • Provide landowners the state cost-share policy and state cost-share rules • Inspect projects per the requirements of state cost share contracts • Individual offices decide if and when projects should be approved by their boards, prior to submission to the Policy Committee or watershed • Enter project data in Elink; map and report; no reimbursement until the reduction calculations are entered and reporting is done • Project responsibility during construction remains with the SWCD
Grant Agreements	<ul style="list-style-type: none"> • Include \$15,000-\$25,000/year for grant administration; 15 hours per month of work, but will be higher in months with reporting • Workplan includes frequency of grant administration reimbursement, and at what rate • State cost-share plans with landowners require the project/practice remain for 10 years; if the landowner disrupts or removes the project, they must repay up to 150% of the cost (BWSR will enforce this) • The Yellow Medicine River Watershed has not submitted any projects (limited staff and technical expertise). The counties have not submitted any projects either; there is potentially one county project, and they may be working with an SWCD first to bring the project through the grant process • 319 and EQIP grants are being used for the state cost-share matching funds – these amounts will cover the amount of cost-share needed for the entire WBIF amount • The largest project they have done so far is \$100,000 between four landowners • They made sure they left a lot of “may’s” in their agreements to add flexibility
Workplans	<ul style="list-style-type: none"> • The Steering Committee puts together the work plans • Their workplan is based on the HUC-10 level, but they have to report on the HUC-12 level

Committee members discussed the different implementation structures, stating an aversion to the establishment of a separate entity, and a desire to retain positive working relationships between landowners and SWCD reps.

Policy Committee members requested that the Steering Committee map out the roles/responsibilities and the need for legal instruments to enact an implementation structure without creating a separate legal entity. These may include: an overall organizational memorandum of agreement, individual memorandums of agreement, Policy Committee policies, cost-share agreements, and scoring sheets. Pomme de Terre has used Stevens County Attorney Aaron Jordan to draw up their legal documents. Vavra motioned, seconded by Lindquist, to authorize the Steering Committee to present this information at the next meeting on October 1st. Roll call vote: Backer – aye; Morrill – absent; LaValley – aye; Lindquist – aye; Staples – aye; Monson – absent; Vavra – aye; Larson – aye; Fynboh – aye. Motion carried.

Vavra motioned, seconded by Fynboh, to adjourn the meeting. Motion carried unanimously.

NEXT POLICY COMMITTEE MEETING: October 1st at 1:00 PM

**CONSTRUCTION CONTRACT
COMMITTEE MEETING
September 10, 2020 at 8:00 AM**

Present in the District Office: Administrator Jamie Beyer. Participated remotely pursuant to Minn. Stat. § 13D.021: President Linda Vavra; Board Managers Doug Dahlen, Jason Beyer and Ben Brutlag; Engineer Technician Troy Fridgen; District Engineer Chad Engels; Engineers James Guler and Brady Woodard; District Attorney Lukas Croaker. Also in attendance remotely: Big Stone County Commissioner Jay Backer.

Update for the Improvement of Wilkin County Ditch #9

The final punchlist for Riley Bros Construction requires completion of:

- Seeding
- Repair of a wash-out in the southwest corner of Section 33 in Bradford Township (210+00)
- Removal of excessive silt accumulation at various channel bottom locations

Seeding. Should be completed next week.

Repair of One Wash-Out & Silt Removal. The project includes several existing off-set box culverts; one site suffered severe erosion from a July 8, 2020, storm event. Following the storm event, Riley Bros Construction was notified by the District's engineers of a wash-out located at southwest corner of Section 33 in Bradford Township (210+00). To date, the wash-out has not been repaired. The contractor was notified several times prior to the wash-out event that the construction site lacked contractual stormwater management requirements, namely the establishment of vegetation. A June 22, 2020, Notice of Defective work was submitted to the contractor with regard to the establishment of vegetation. The project completion date, November 28, 2019, has since expired. The District has been tracking liquidated damages on the project and has the authority to assess a \$1,000/day liquidated damages penalty to the contractor. The contractor has submitted one construction pay estimate to date.

On August 31, 2020, John Riley, on behalf of Riley Bros Construction, provided a quote to District Engineer Engels, via text, in the amount of \$125,600 to repair the erosion site. On September 8, 2020, Riley Bros Construction provided a letter detailing the scope of work associated with the \$125,600 quote. This quote was based on assumptions by the contractor to import a significant volume of good clay and compact in lifts. The District's engineer has developed a less costly method, which will be communicated to Riley Bros Construction, using on-site dirt and clay materials to rebuild the wash-out area to grade. In addition to the earthwork, District Engineer Engels proposed that the following additional work be done at the site as winter is approaching (displayed below is the estimated cost):

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
	Clay Fill	CY	230	20	\$ 4,600.00
30.	Rip Rap Class IV	CY	170	\$ 70.00	\$ 11,900.00
31.	Rip Rap Filter Fabric	SY	255	\$ 3.00	\$ 765.00
38.	Erosion Control Blanket - Category 3N	SY	688.8888889	\$ 1.00	\$ 688.89
41.	Seeding - Type III	AC	1	\$ 710.00	\$ 710.00
				Total Construction	\$ 18,663.89

Because the project does not currently meet specifications as a result of the erosion issue, District Engineer Engels prepared a Notice of Defective Work (the "Notice"). The Construction Committee agreed that the project fund should pay for all items associated with the repair except the earthwork. The Notice contains two deadlines: September 18, 2020, for repair of the washout and October 2, 2020, for removal of excessive silt accumulation from several locations of the channel bottom.

If the erosion issue is left unresolved, the District may file a claim with the contractor's bonding company or terminate the contract for cause and assess liquidated damages against the contractor so the District may hire another contractor to finish the repair. Due to the cost of the repair, bidding would not be required pursuant to Minn. Stat. § 471.345. It is also possible, following the Notice, that the contractor will complete the required tasks, but may later submit a change order for payment that the Board will need to consider. The Board has not discussed the amount of associated engineering and inspection fees related to the delay in project close-out that has accrued since the expiration of the substantial completion date on November 28, 2019.