

BOIS DE SIOUX WATERSHED DISTRICT
April 21, 2022

CALL TO ORDER The meeting was called to order by President Vavra at 8:00 a.m. Present in the District Office: Linda Vavra, Jason Beyer, Ben Brutlag, Jerome Deal, John Kapphahn, Steven Schmidt, Allen Wold. Absent: Scott Gillespie. Also present in the District Office: District Engineer Chad Engels, Engineer James Guler, Engineer Technician Troy Fridgen, Attorney Lukas Croaker, and Administrator Jamie Beyer.

CONFLICT OF INTEREST Board Manager John Kapphahn declared a conflict of interest with the Lake Samantha project.

AGENDA Upon motion by Kapphahn, seconded by Beyer and carried unanimously, the agenda was approved with the addition of Permit Application #22-013 Kevin Leininger, Tile Pumps, and 404 Assumption.

CONSENT AGENDA Upon motion by Dahlen, seconded by Schmidt and carried unanimously, the consent agenda was approved.

PUBLIC COMMENT No public comment was given.

**#21-054
R. ANDERSON** No answer has been given from Mr. Ronald Anderson with regard to the Administrative Compliance Order sent February 10, 2022 for an after-the-fact permit granted for tiling and ditching in Sections 28 and 29 of Donnelly Township, Stevens County. The order included a requirement to restore the ditch channel to its preexisting condition or install a tile pipe in the ditch bottom, adjacent to 560^t Avenue, and properly slope the ditch channel in accordance with the District Engineer's design standards on or before May 1, 2022. Upon motion by Kapphahn, seconded by Dahlen and carried unanimously, board managers directed staff to contact Mr. Anderson and authorized staff to grant an extension of the May 1, 2022, deadline to July 1, 2022, if Mr. Anderson requests an extension in writing prior to May 1, 2022.

**#22-038
C. GRIMES** A portion of the project, twenty acres, crosses a subwatershed boundary. There were no comments received in opposition to the project, which is controlled by a ¼" drainage coefficient and a 15" culvert downstream. Upon motion by Schmidt, seconded by Dahlen and carried unanimously, the permit was approved.

**#22-033
K. LEININGER** The subsurface drainage project described meets District policies, but neighbor Rod Thiel expressed concerns regarding blocked drainage further downstream on lands enrolled in the wetland reserve program managed by NRCS (this project was permitted under #12-214 and #12-234, in which the landowner stated that existing flow through drainage will continue to function without negative impacts to upstream owners). NRCS Area Biologist Jon Frie stated that the drainageway was cleaned in 2003, but had returned to the blocked condition by 2004, and that he has not received a proposal for maintenance. Engineer Technician Troy Fridgen stated that two culverts – one at the south end and one at the north end – were installed at the same elevation, but that the southern most culvert is 3/10' higher. Mr. Rod Thiel stated that even a flat grade between the two culverts would be helpful. NRCS Area biologist Jon Frie stated that a flat grade didn't exist before 1993. District Engineer Chad Engels stated that the purpose of the District is to regulate regional flooding, not fenceline flooding issues. Engineer Technician Troy Fridgen stated that he would like to continue to help on this matter, to see a resolution reached. Kapphahn motioned, seconded by Dahlen and carried unanimously, to approve the permit.

**640TH AVENUE
ROAD RAISE** District Engineer Chad Engels and Engineer Technician Troy Fridgen continue to work with landowners and Dollymount Township to finalize design features of the 640th Avenue Road Raise project. Dollymount Township officials are working with Interstate Engineering to review the 640th Avenue Road Raise Cost Share Agreement and project design. Administrator Beyer stated that Dollymount Township has not yet signed the Cost Share Agreement, which includes provisions to reimburse Dollymount Township for engineering services, not to exceed \$16,268 pre-project and \$15,525.40 for construction services. Upon motion by Beyer, seconded by Dahlen and carried unanimously, Attorney Lukas Croaker's recommendation was approved, to incorporate these costs in a revised Cost Share Agreement, along with a maximum construction cost based on Interstate's preliminary plans and final estimate of cost – and to include a clause that, in case any of these costs may be exceeded, Township Officials notify and receive approval from the Bois de Sioux Watershed District Board before proceeding.

**WATER QUALITY
GRANT MATCH
PROPOSAL**

Grant County Highway Engineer Tracey Von Bargen and Field to Flyway Engineer Aaron Weinandt presented several water quality and habitat enhancing projects proposed within the Bois de Sioux Watershed District at: Strehlo Slough, Samantha Lake, Elbow Lake, Trisko Lake, West Wetland, and North Wetland. These projects would be included in a broader Lessard Sams Outdoor Heritage Grant application to be submitted May 2022 for possible funding July 2023. Grant awards would then have to be spent within five years. A water control structure is proposed on GCD #11 for potential drawdown of Strehlo Slough, and pursuit of permanent drawdown of Samantha Lake is included as a possible project. The total grant request would be \$2.6 million, for engineering, design, easements, and construction across 8 – 9 wetlands under Minn. Stat. Section 103G.408. Grant County dedicated \$75,000 in matching funds. Field to Flyway Engineer Aaron Weinandt asked if the District would also consider a match commitment that would begin after July 2023 and could be spread out over 5 years, and could be contingent upon permit approval. District Engineer Chad Engels stated that Samantha and Elbow Lakes are included in our 10-Year Joint Comprehensive Watershed Plan, but Strehlo Slough is not specifically included. Board managers asked what the likelihood of a permitted permanent drawdown might be for Samantha and Elbow Lakes. Field to Flyway Engineer Aaron Weinandt stated that the chances are better since they are landlocked lakes, under Minn. Stat. Section 103G.405. Engineer Technician Troy Fridgen stated that he does receive flooding complaints in the Strehlo Slough region, as part of the Fourmile Creek system, and that flooding in that area should be considered a priority.

GCD #21

Grant County is hosting a GCD #21 landowner meeting on April 28, 2022, to discuss a possible improvement project. The presence of District managers and engineering staff were also requested.

**INVASIVE
SPECIES &
WEED CONTROL
QUOTE**

Engineer Technician Troy Fridgen presented a spray price quote from L & M Road Services, LLC. A second price quote was solicited but not returned. Upon motion by Beyer, seconded by Dahlen and carried unanimously, the quote was approved.

**TRUNK HIGHWAY
27 CULVERTS**

MnDOT has asked for recommendations to replace TCD #1 and GCD #8 culverts below Trunk Highway 27, for construction to begin 2029. Engineer James Guler stated that there has already been some sizing completed on GCD #8. Upon motion by Beyer, seconded by Dahlen and carried unanimously, staff are authorized to make recommendations for TCD #1 and GCD #8 (based on a possible improvement of GCD #8) and to investigate whether MnDOT would cost-share the cost of the culverts at an earlier date, if an improvement proceeding were to take place before the MnDOT Trunk Highway 27 project.

TCD #35

Engineer James Guler reported that the bond and proof of insurance had been received from Wagner Company and that Attorney Lukas Croaker deemed both to be sufficient. Upon motion by Dahlen, seconded by Kapphahn and carried unanimously, President Vavra is authorized to sign the Construction Contract and Notice to Proceed.

During review of shop drawings, engineering staff discovered that an increased class size (from Class 1 to Class 4) was not specified for a box culvert and that a change in class and type (from Class 2 arch to Class 3 round) was not specified for two other crossings included in the project bid. All bids received were submitted based on the same information. Upon motion by Beyer, seconded by Dahlen and carried unanimously, Change Order No. 1 in the amount of \$51,286.00 was approved to increase the class size of the box culvert from Class 1 to Class 4 and to change the class and type of two crossings from Class 2 arch to Class 3 round. Board Manager asked if this would impact the timeline for the project. District Engineer Chad Engels confirmed with subcontractor Riley Brothers that the culverts should be delivered before the end of June 2022.

WCD #SUB-1

Board Manager Jason Beyer presented an Improvement Petition for WCD #Sub-1, with 58% landowner signatures. A portion of the bond was also presented, with remaining funds to be provided directly to the District. Attorney Lukas Croaker read the Order Appointing Engineer and the Engineer's Oath. Upon motion by Deal, seconded by Dahlen and carried unanimously, the President is authorized to sign both documents contingent upon full payment of the bond.

JD #6

Beyer motioned, seconded by Deal and carried unanimously, to approve the application of \$538.50 in expenses towards the JD #6 Bond.

**REDPATH
IMPOUNDMENT**

Engineering staff expect the Federal 404 and 408 permits to be issued at the end of April. Upon motion by Kapphahn, seconded by Dahlen and carried unanimously, staff are authorized to send the subsequent project reports to BWSR and DNR, as required by MN Statute, upon receipt of the federal permit notifications.

**RRWMB
AGREEMENT**

Upon motion by Kapphahn, seconded by Dahlen and carried unanimously, the \$1,000,000 Red River Water Management Board funding Advance Agreement for Redpath was approved.

DORAN CREEK

A meeting was held with landowners adjacent to Doran Creek to discuss a clean-out of a portion of the system that has collected up to 5' of silt, slow down the rate of future siltation, and to secure a permit that allows for some maintenance in the future. Landowners at the meeting expressed support for the project, but less support for permanent land easements. Project design and development have exhausted BdSWD's initial program funding, RRWMB base grant, and WBIF grant. Beyer made motion to transfer \$100,000 from the Construction Fund to the Doran Creek Fund to cover current and future development costs. The motion died for lack of a second. District Engineer Chad Engels stated that staff will present a project financing concept at the May board meeting.

**LTWQIP NO. 1
PHASE #2**

Engineering staff have identified some areas that need additional rock and riprap; the contractor will also need to conduct some dewatering activities in order to install the additional material. Office, legal, and engineering staff continue to work with the project landowner to finalize easement details.

**LTWQIP NO. 1
PHASE #3**

Engineering staff continue to work on design and funding details.

NORTH OTTAWA

Board Managers Vavra, Beyer, Brutlag, and Kapphahn met in April, and made the following recommendations for North Ottawa Project Team Members:

- | | |
|------------------------|---|
| 2 Board Managers | Brutlag and Kapphahn. Alternates: Beyer and Vavra |
| 2 Landowners | Jordan Schneeberger and Dominic Blume |
| 2 County Commissioners | Eric Klindt and Bill LaValley |
| 1 SWCD / BWSR | Randy Larson |

Board managers requested that Engineer Technician Troy Fridgen attend the North Ottawa Project Team Meetings, as the District staff person conducting operations and coordinating activities at the facility. Beyer motioned, seconded by Dahlen and carried unanimously, to approve the recommendations .

Dead birds have been found at the North Ottawa Impoundment. Engineer Technician Troy Fridgen notified the DNR and US Fish and Wildlife about the possibility of the influence of avian flu. All gates are open now, and farm cells have been flooded. Board Manager Kapphahn requested that gates be installed on the E-W road.

**HAYING &
MOWING**

Upon motion by Beyer, seconded by Dahlen and carried unanimously, board managers approved release of the Haying and Mowing Request for Bids for a three year term.

**2021 ANNUAL
REPORT**

Upon motion by Dahlen, seconded by Beyer and carried unanimously, board managers approved the 2021 Annual Report.

**2022 BILLABLE
RATES**

Upon motion by Kapphahn, seconded by Dahlen and carried unanimously, board managers approved the 2022 Billable Rates.

**COVER CROP
PROGRAM**

Upon motion by Dahlen, seconded by Kapphahn and carried unanimously, a one-year extension is granted to Stevens SWCD to use a \$5,000 payment already made to them for a cover crop program.

**WBIF GRANT
REIMBURSEMENTS**

Three Watershed Based Implementation Fund grant reimbursements were included and approved in the Claims of April 21, 2022: a \$11,197.24 payment to Grant SWCD for project development and technical assistance; \$13,672.00 to Traverse SWCD for cover crops/non-structural practices; \$6,024.30 to Traverse SWCD for project development.

MAWD DUES

Deal motioned, seconded by Beyer, to approve payment of MAWD dues in the amount of \$7,500. Motion carried, Wold nay.

Upon motion by Kappahn, seconded by Dahlen and carried unanimously, the meeting was adjourned at 12:55 pm.

Linda Vavra, President

Date: _____, 2022

Jamie Beyer, Administrator

Date: _____, 2022

DRAFT

TREASURER'S REPORT

APRIL 2022

BANK ACCOUNT BALANCES FROM BANK STATEMENTS

Bank of the West - Checking, No Interest	\$ 2,229,733.77
Star Bank - Checking, Interest	\$ 2,213,622.74
Bremer Bank - Checking, No Interest	\$ 3,788.00
Bremer Bank - Money Market, Interest	\$ 4,693,265.46
Bremer Bank - CD's, Interest	\$ 1,758,297.72
END OF MONTH AMOUNT IN BANK ACCOUNTS:	<u>\$ 10,898,707.69</u>

ACCOUNTING FUND BALANCES FROM QUICKBOOKS

	Beginning Balance from Quickbooks 12/31/2021	2022 YTD Revenue 4/30/2022	2022 YTD Expenses 4/30/2022	Current Fund Balance 4/30/2022	TROY If nothing else was done this year...
Payroll Liabilities	0.00	0.00	(1,917.46)	(1,917.46)	
General Fund(*)	390,550.64	3,242.35	(133,159.16)	260,633.83	
Ditch Fund					
Total BdSWD #3	87,234.30	0.00	0.00	87,234.30	87,234.30
Total JCD #2	140,890.24	0.00	0.00	140,890.24	140,890.24
Total JCD #3	20,765.70	231.77	(300.00)	20,697.47	23,215.70
Total JCD #6	341,430.19	459.69	(5,651.11)	336,238.77	335,779.08
Total JCD #7	23,255.69	101.28	0.00	23,356.97	28,555.69
Total JCD #11	(42,443.74)	291,929.31	(18,874.71)	230,610.86	(1,844.45)
Total JCD #12	117,881.20	0.00	(4,167.50)	113,713.70	113,713.70
Total JCD #14	(178,028.59)	2,451.50	0.00	(175,577.09)	(60,828.59)
Total TCD #1E	(26,287.94)	37,128.22	(170.00)	10,670.28	(16,457.94)
Total TCD #1W	18,131.38	0.00	0.00	18,131.38	23,131.38
Total TCD #2	26,824.89	161.25	(560.00)	26,426.14	31,264.89
Total TCD #4	39,033.64	627.53	(740.00)	38,921.17	43,293.64
Total TCD #7	24,878.92	503.94	0.00	25,382.86	29,278.92
Total TCD #8	(6,214.94)	7.23	(1,545.00)	(7,752.71)	240.06
Total TCD #9	5,549.92	68.17	(34,275.00)	(28,656.91)	(12,475.08)
Total TCD #10	19,879.86	582.57	0.00	20,462.43	33,479.86
Total TCD #11	32,510.24	572.20	0.00	33,082.44	37,510.24
Total TCD #13	7,932.76	205.19	0.00	8,137.95	12,032.76
Total TCD #15	4,587.56	22.26	0.00	4,609.82	8,587.56
Total TCD #16	(12,605.22)	32.26	0.00	(12,572.96)	(2,905.22)
Total TCD #17	(36,955.44)	118.20	0.00	(36,837.24)	(28,705.44)
Total TCD #18	(1,192.93)	5.20	0.00	(1,187.73)	2,807.07
Total TCD #19	3,012.05	9.50	0.00	3,021.55	3,712.05
Total TCD #20	3,596.99	83.29	0.00	3,680.28	8,096.99
Total TCD #22	(5,668.48)	7.95	0.00	(5,660.53)	(668.48)
Total TCD #23	(80,453.52)	2,166.50	0.00	(78,287.02)	(70,203.52)
Total TCD #24	6,447.31	55.57	(832.50)	5,670.38	8,214.81
Total TCD #26	20,404.60	683.12	0.00	21,087.72	30,404.60
Total TCD #27	(16,952.78)	1,952.09	0.00	(15,000.69)	43,047.22
Total TCD #28	6,632.48	22.54	0.00	6,655.02	13,332.48
Total TCD #29	14,524.70	36.93	0.00	14,561.63	16,024.70
Total TCD #30	(4,667.76)	94.00	0.00	(4,573.76)	4,332.24
Total TCD #31	6,715.98	233.55	(1,320.00)	5,629.53	12,395.98
Total TCD #32	7,028.41	78.20	0.00	7,106.61	10,028.41
Total TCD #33	13,723.44	2.41	0.00	13,725.85	15,123.44
Total TCD #35	19,473.95	582.58	(645.00)	19,411.53	18,828.95
Total TCD #36	8,426.36	87.53	0.00	8,513.89	18,426.36
Total TCD #37	(380,788.18)	510.97	0.00	(380,277.21)	(340,408.18)
Total TCD #38	5,877.46	77.09	0.00	5,954.55	8,377.46
Total TCD #39	6,734.28	21.32	0.00	6,755.60	7,734.28
Total TCD #40	20,249.88	5.01	(1,757.00)	18,497.89	23,392.88
Total TCD #41	(37,378.38)	75.96	0.00	(37,302.42)	(21,378.38)
Total TCD #42	16,148.35	4.07	(595.00)	15,557.42	18,953.35

Total TCD #43	21,799.97	347.03	0.00	22,147.00	26,299.97
Total TCD #44	(257.11)	5.03	0.00	(252.08)	5,442.89
Total TCD #46	13,219.55	1.68	0.00	13,221.23	15,519.55
Total TCD #48	(10,662.89)	6.93	0.00	(10,655.96)	(7,262.89)
Total TCD #50	2,485.23	0.00	0.00	2,485.23	2,985.23
Total TCD #51	27,805.50	61.35	0.00	27,866.85	37,805.50
Total TCD #52	2,113.34	337.01	0.00	2,450.35	27,113.34
Total TCD #53	58,449.86	168.86	0.00	58,618.72	60,449.86
Total TCD #55	3,848.78	1.66	0.00	3,850.44	6,348.78
Total WCD #Sub-1	20,623.64	215.07	(2,922.50)	17,916.21	36,801.14
Total WCD #8	134,567.21	0.00	0.00	134,567.21	212,366.21
Total WCD #9	304,954.00	0.00	0.00	304,954.00	467,298.00
Total WCD #18	5,426.46	0.00	0.00	5,426.46	22,726.46
Total WCD #20	23,547.47	940.53	(170.00)	24,318.00	39,227.47
Total WCD #25	37,996.47	1.33	(5,295.00)	32,702.80	39,201.47
Total WCD #35	13,552.47	0.00	(1,015.00)	12,537.47	16,287.47
Total WCD #39	1,788.34	22.82	0.00	1,811.16	15,038.34
Total Ditch Fund - Other	0.00	0.00	(2,395.00)	(2,395.00)	(2,395.00)
Total Ditch Fund	901,403.12	344,107.25	(83,230.32)	1,162,280.05	
Construction Fund(*)	7,686,714.42	2,406,006.78	(1,125,578.39)	8,967,142.81	
RRWMB Fund	0.00	15,629.91	(15,629.91)	0.00	
TOTAL Funds	8,978,668.18	2,768,986.29	(1,359,515.24)	10,388,139.23	

RECONCILE BANK STATEMENTS TO QUICKBOOKS

Bank Statement Total From Top:	10,898,707.69
Enter Quickbooks Bank Account Balance Total Assets:	10,388,139.23
+ Enter Uncleared Transactions Bank of the West:	313,711.26
+ Enter Uncleared Transactions Star Bank:	196,551.85
+ Enter checks written 04/27/22 - 04/30/22	305.35
- Enter Deposits received 04/27/22 - 04/30/22	0.00
Quickbooks Total:	10,898,707.69

Enter Quickbooks Total from Fund Balances Income/Expense Report:	10,390,056.69
Enter Quickbooks Total from Balance Sheet Current Payroll Liabilities:	(1,917.46)
Total:	10,388,139.23
Enter Quickbooks Total Assets from Bank Balances Report:	10,388,139.23

Bois de Sioux Watershed District
CHECKS TO APPROVE - VENDORS & EMPLOYEES
 April 22 through May 19, 2022

Date	Num	Type	Memo	Account	Split	Class	Amount
City of Wheaton							
05/04/2022	1151	Check	W/S/G	53440 · Utility Expense	10700 · Star Bank Checking	Administrative Fund:General Cash	-64.21
Total City of Wheaton							-64.21
Elan Financial Services							
05/19/2022	1156	Check	ADOBE SUB	55130 · Website	10700 · Star Bank Checking	Administrative Fund:General Cash	-33.65
05/19/2022	1156	Check	DROPBOX SUBSCRIPTION - OFFICE MANAGER	53500 · Office Supplies	10700 · Star Bank Checking	Administrative Fund:General Cash	-119.88
05/19/2022	1156	Check	POSTAGE	53610 · Postage	10700 · Star Bank Checking	Administrative Fund:General Cash	-69.60
05/19/2022	1156	Check	ZOOM SUB	52800 · Meeting Expense	10700 · Star Bank Checking	Administrative Fund:General Cash	-32.04
05/19/2022	1156	Check	CAR WASH	54500 · Vehicle Maint & Repair	10700 · Star Bank Checking	Administrative Fund:General Cash	-12.00
05/19/2022	1156	Check	FREEFIND SEARCH UPDATE	55130 · Website	10700 · Star Bank Checking	Administrative Fund:General Cash	-19.00
Total Elan Financial Services							-286.17
Frontier							
05/19/2022	1157	Check	320-563-4185-100788-2		10700 · Star Bank Checking		
05/19/2022	1157	Check	PHONE / FAX	53450 · Telephone Expense	10700 · Star Bank Checking	Administrative Fund:General Cash	-212.16
Total Frontier							-212.16
Frontier Precision, Inc.							
05/19/2022	1158	Check	ANNUAL TRIMBLE ACCESS	53300 · Office Equip & Furniture	10700 · Star Bank Checking	Ditch Fund	-846.00
Total Frontier Precision, Inc.							-846.00
HPS							
05/19/2022	1160	Check	NORTH OTTAWA PORTAPOTTY	53440 · Utility Expense	10700 · Star Bank Checking	Construction Fund:North Ottawa Impoundment:N.O. Dev an...	-217.75
Total HPS							-217.75
James E. Graham Estate							
05/10/2022	VOID 21...	General Journal	Reverse of GJE WBIF01-084 -- For CHK 21445 voided ...	52520 · ROW	10000 · Bank of the West Checking	Construction Fund:Lake Traverse WQ Improvement:Phase ...	624.00
05/10/2022	VOID 21...	General Journal	Reverse of GJE WBIF01-084 -- For CHK 21445 voided ...	52520 · ROW	10000 · Bank of the West Checking	Construction Fund:Lake Traverse WQ Improvement:Phase ...	1,032.00
05/10/2022	VOID 21...	General Journal	Reverse of GJE WBIF01-084 -- For CHK 21445 voided ...	52520 · ROW	10000 · Bank of the West Checking	Construction Fund:Lake Traverse WQ Improvement:Phase ...	1,521.00
05/10/2022	VOID 21...	General Journal	Reverse of GJE WBIF01-084 -- For CHK 21445 voided ...	52520 · ROW	10000 · Bank of the West Checking	Construction Fund:Lake Traverse WQ Improvement:Phase ...	8,580.00
05/10/2022	VOID 21...	General Journal	Reverse of GJE WBIF01-084 -- For CHK 21445 voided ...	52520 · ROW	10000 · Bank of the West Checking	Construction Fund:Lake Traverse WQ Improvement:Phase ...	3,600.00
05/10/2022	VOID 21...	General Journal	Reverse of GJE WBIF01-084 -- For CHK 21445 voided ...	52520 · ROW	10000 · Bank of the West Checking	Construction Fund:Lake Traverse WQ Improvement:Phase ...	6,880.00
05/10/2022	VOID 21...	General Journal	Reverse of GJE WBIF01-084 -- For CHK 21445 voided ...	52520 · ROW	10000 · Bank of the West Checking	Construction Fund:Lake Traverse WQ Improvement:Phase ...	4,849.00
Total James E. Graham Estate							27,086.00
Life Was Good Irrev. Trust							
05/04/2022	1154	Check	PERMANENT CHANNEL EASEMENT	52520 · ROW	10700 · Star Bank Checking	Construction Fund:Redpath Imp. & Mustinka Rehab.:Ph 1 T...	-3,640.00
05/04/2022	1154	Check	PERMANENT BACKSLOPE EASEMENT	52520 · ROW	10700 · Star Bank Checking	Construction Fund:Redpath Imp. & Mustinka Rehab.:Ph 1 T...	-2,694.00
Total Life Was Good Irrev. Trust							-6,334.00
Michelle & Cory Morrow							
05/02/2022	1148	Check	PERMANENT BACKSLOPE EASEMENT	52520 · ROW	10700 · Star Bank Checking	Construction Fund:Redpath Imp. & Mustinka Rehab.:Ph 1 T...	-1,836.00
05/02/2022	1149	Check	PERMANENT BACKSLOPE EASEMENT	52520 · ROW	10700 · Star Bank Checking	Construction Fund:Redpath Imp. & Mustinka Rehab.:Ph 1 T...	-1,842.00
Total Michelle & Cory Morrow							-3,678.00
MN PEIP							
05/11/2022	21712	Liability Check	Troy	Health Insurance Expense	10000 · Bank of the West Checking	Administrative Fund:General Cash	-436.60
05/11/2022	21712	Liability Check	Wendy	Health Insurance Expense	10000 · Bank of the West Checking	Administrative Fund:General Cash	-436.59
Total MN PEIP							-873.19
Ohnstad Twichell, PC							
05/19/2022	1155	Check	LTWQIP PHASE 1	52600 · Legal Fees	10700 · Star Bank Checking	Construction Fund:Lake Traverse WQ Improvement:Phase 1	-55.50
05/19/2022	1155	Check	JD #6	52600 · Legal Fees	10700 · Star Bank Checking	Ditch Fund:JCD #6:Bond Proceeds (\$1,472,575)	-27.00
05/19/2022	1155	Check	REDPATH PROJECT - PHASE 1	52600 · Legal Fees	10700 · Star Bank Checking	Construction Fund:Redpath Imp. & Mustinka Rehab.:Ph 1 T...	-561.66
05/19/2022	1155	Check	WCD #SUB-1	52600 · Legal Fees	10700 · Star Bank Checking	Ditch Fund:WCD #Sub-1	-779.00
05/19/2022	1155	Check	LTWQIP PHASE 2	52600 · Legal Fees	10700 · Star Bank Checking	Construction Fund:Lake Traverse WQ Improvement:Phase ...	-1,366.05
05/19/2022	1155	Check	TCD #35 IMPROVEMENT	52600 · Legal Fees	10700 · Star Bank Checking	Construction Fund:Redpath Imp. & Mustinka Rehab.:Ph 1 T...	-3,282.50
05/19/2022	1155	Check	TCD #37	52600 · Legal Fees	10700 · Star Bank Checking	Ditch Fund:TCD #37	-42.00
05/19/2022	1155	Check	640TH AVE ROAD RAISE	52600 · Legal Fees	10700 · Star Bank Checking	Construction Fund	-252.00
05/19/2022	1155	Check	SAMANTHA LAKE	52600 · Legal Fees	10700 · Star Bank Checking	Construction Fund	-210.00
05/19/2022	1155	Check	RING DIKE	52600 · Legal Fees	10700 · Star Bank Checking	Construction Fund	-483.00
05/19/2022	1155	Check	ANNUAL REPORT	51000 · Annual Report	10700 · Star Bank Checking	Administrative Fund:General Cash	-567.00
05/19/2022	1155	Check	GENERAL LEGAL WORK	52600 · Legal Fees	10700 · Star Bank Checking	Administrative Fund:General Cash	-5,441.50
Total Ohnstad Twichell, PC							-13,067.21
Otter Tail Power Company							
04/28/2022	1146	Check	ELECTRICITY	53430 · Electricity	10700 · Star Bank Checking	Administrative Fund:General Cash	-154.66
Total Otter Tail Power Company							-154.66

Bois de Sioux Watershed District
CHECKS TO APPROVE - VENDORS & EMPLOYEES
 April 22 through May 19, 2022

Date	Num	Type	Memo	Account	Split	Class	Amount
Otter Tail County							
05/10/2022		Deposit	PROPERTY TAXES	42030 · Ottertail County	10700 · Star Bank Checking	Administrative Fund:General Cash	38.00
05/10/2022		Deposit	PROPERTY TAXES	42030 · Ottertail County	10700 · Star Bank Checking	Construction Fund	187.62
05/10/2022		Deposit	PROPERTY TAXES FOR RRWMB	54225 · Transfer of Funds RRWMB	10700 · Star Bank Checking	RRWMB	187.63
Total Otter Tail County							413.25
Pat and Greg Vold Farms							
05/10/2022	VOID-2 ...	General Journal	Reverse of GJE WBIF01-083 -- For CHK 1128 voided o...	54100 · Repairs and Maintenance	10700 · Star Bank Checking	Ditch Fund:TCD #2	560.00
05/19/2022	1165	Check	DOZER CLEANING	54100 · Repairs and Maintenance	10700 · Star Bank Checking	Ditch Fund:TCD #2	-1,120.00
Total Pat and Greg Vold Farms							-560.00
Paul Lande							
05/19/2022	1161	Check	BEAVER REMOVAL	53910 · Nuisance Beaver Control	10700 · Star Bank Checking	Ditch Fund:JCD #14	-200.00
05/19/2022	1161	Check	BEAAVER REMOVAL	53910 · Nuisance Beaver Control	10700 · Star Bank Checking	Ditch Fund:TCD #52	-200.00
Total Paul Lande							-400.00
Pitney Bowes Global Financial Serv LLC							
04/28/2022	1147	Check	POSTAGE MACHINE LEASE	52100 · Equipment Lease & Rental	10700 · Star Bank Checking	Administrative Fund:General Cash	-150.69
Total Pitney Bowes Global Financial Serv LLC							-150.69
QuickBooks Payroll Service							
04/28/2022		Liability Check	Fee for 2 direct deposit(s) at \$1.75 each	53700 · Payroll Expenses	10000 · Bank of the West Checking	Administrative Fund:General Cash	-3.50
05/12/2022		Liability Check	Fee for 2 direct deposit(s) at \$1.75 each	53700 · Payroll Expenses	10000 · Bank of the West Checking		-3.50
Total QuickBooks Payroll Service							-7.00
RRWMB							
05/19/2022	1162	Check	PORTION OF PROPERTY TAXES FOR RRWMB	54225 · Transfer of Funds RRWMB	10700 · Star Bank Checking	RRWMB	-187.63
Total RRWMB							-187.63
Runestone Telecom Association							
05/04/2022	1152	Check	INTERNET & EMAIL	53440 · Utility Expense	10700 · Star Bank Checking	Administrative Fund:General Cash	-99.95
Total Runestone Telecom Association							-99.95
Sag's Hardware Hank, Inc.							
05/19/2022	1163	Check	IMPACT WRENCH FOR GATES	54100 · Repairs and Maintenance	10700 · Star Bank Checking	Construction Fund:North Ottawa Impoundment:N.O. Dev an...	-473.16
05/19/2022	1163	Check	BATTERY & HW	53500 · Office Supplies	10700 · Star Bank Checking	Administrative Fund:General Cash	-12.97
Total Sag's Hardware Hank, Inc.							-486.13
Traverse Electric Cooperative Inc							
05/04/2022	1153	Check	REDPATH SHED	53430 · Electricity	10700 · Star Bank Checking	Construction Fund:Redpath Imp. & Mustinka Rehab.:Ag Lan...	-42.75
Total Traverse Electric Cooperative Inc							-42.75
Tri County Coop							
05/19/2022	1164	Check	VEHICLE GAS	54400 · Vehicle Fuel	10700 · Star Bank Checking	Administrative Fund:General Cash	-411.67
Total Tri County Coop							-411.67
Wilkin County							
05/04/2022	1150	Check	UPDATING ABSTRACTS	52600 · Legal Fees	10700 · Star Bank Checking	Ditch Fund:JCD #6:Bond Proceeds (\$1,472,575)	-672.00
Total Wilkin County							-672.00
Willy's Super Valu							
05/19/2022	1166	Check	MEETING MEAL	52800 · Meeting Expense	10700 · Star Bank Checking	Administrative Fund:General Cash	-72.45
Total Willy's Super Valu							-72.45
Fridgen, Troy J							
04/29/2022		Paycheck	Direct Deposit	54700 · Wages and Salaries	10000 · Bank of the West Checking	Administrative Fund:General Cash	-3,503.70
04/29/2022		Paycheck	Direct Deposit	54700 · Wages and Salaries	10000 · Bank of the West Checking	Administrative Fund:General Cash	-136.51
04/29/2022		Paycheck	Direct Deposit	53710 · PERA Expense	10000 · Bank of the West Checking	Administrative Fund:General Cash	-273.02
04/29/2022		Paycheck	Direct Deposit	53800 · Payroll Taxes	10000 · Bank of the West Checking	Administrative Fund:General Cash	-201.51
04/29/2022		Paycheck	Direct Deposit	53800 · Payroll Taxes	10000 · Bank of the West Checking	Administrative Fund:General Cash	-47.12
05/13/2022		Paycheck	Direct Deposit	54700 · Wages and Salaries	10000 · Bank of the West Checking	Administrative Fund:General Cash	-3,640.21
05/13/2022		Paycheck	Direct Deposit	53710 · PERA Expense	10000 · Bank of the West Checking	Administrative Fund:General Cash	-273.02
05/13/2022		Paycheck	Direct Deposit	53800 · Payroll Taxes	10000 · Bank of the West Checking	Administrative Fund:General Cash	-201.51
05/13/2022		Paycheck	Direct Deposit	53800 · Payroll Taxes	10000 · Bank of the West Checking	Administrative Fund:General Cash	-47.13
05/19/2022	1159	Check	DATA/CELL PLAN	53440 · Utility Expense	10700 · Star Bank Checking	Administrative Fund:General Cash	-70.00
Total Fridgen, Troy J							-8,393.73

Bois de Sioux Watershed District
CHECKS TO APPROVE - VENDORS & EMPLOYEES
 April 22 through May 19, 2022

Date	Num	Type	Memo	Account	Split	Class	Amount
Sullivan, Wendy M							
04/29/2022		Paycheck	Direct Deposit	54700 · Wages and Salaries	10000 · Bank of the West Checking	Administrative Fund:General Cash	-1,411.08
04/29/2022		Paycheck	Direct Deposit	54700 · Wages and Salaries	10000 · Bank of the West Checking	Administrative Fund:General Cash	-40.32
04/29/2022		Paycheck	Direct Deposit	54700 · Wages and Salaries	10000 · Bank of the West Checking	Administrative Fund:General Cash	-161.27
04/29/2022		Paycheck	Direct Deposit	53710 · PERA Expense	10000 · Bank of the West Checking	Administrative Fund:General Cash	-120.95
04/29/2022		Paycheck	Direct Deposit	53800 · Payroll Taxes	10000 · Bank of the West Checking	Administrative Fund:General Cash	-63.36
04/29/2022		Paycheck	Direct Deposit	53800 · Payroll Taxes	10000 · Bank of the West Checking	Administrative Fund:General Cash	-14.82
05/13/2022		Paycheck	Direct Deposit	54700 · Wages and Salaries	10000 · Bank of the West Checking	Administrative Fund:General Cash	-1,411.08
05/13/2022		Paycheck	Direct Deposit	54700 · Wages and Salaries	10000 · Bank of the West Checking	Administrative Fund:General Cash	-20.16
05/13/2022		Paycheck	Direct Deposit	54700 · Wages and Salaries	10000 · Bank of the West Checking	Administrative Fund:General Cash	-181.43
05/13/2022		Paycheck	Direct Deposit	53710 · PERA Expense	10000 · Bank of the West Checking	Administrative Fund:General Cash	-120.95
05/13/2022		Paycheck	Direct Deposit	53800 · Payroll Taxes	10000 · Bank of the West Checking	Administrative Fund:General Cash	-63.36
05/13/2022		Paycheck	Direct Deposit	53800 · Payroll Taxes	10000 · Bank of the West Checking	Administrative Fund:General Cash	-14.82
Total Sullivan, Wendy M							-3,623.60
No name							
04/30/2022		Check	Service Charge	53200 · Miscellaneous Expenses	10010 · Bremer Bank Checking	Administrative Fund:General Cash	-2.00
04/30/2022		Deposit	Interest	43000 · Interest Income	10210 · Bremer Bank Money Market	Construction Fund	77.14
04/26/2022		Check	Service Charge	53200 · Miscellaneous Expenses	10700 · Star Bank Checking	Administrative Fund:General Cash	-4.00
04/26/2022		Deposit	Interest	43000 · Interest Income	10700 · Star Bank Checking	Construction Fund	105.03
Total no name							176.17
TOTAL							-13,165.53

Bois de Sioux Watershed District
2022 GENERAL FUND BUDGET
 January through December 2022

	<u>Jan - Dec 22</u>	<u>Budget</u>
Income		
Investment Income	0.00	3,000.00
42000 · General Property Taxes	3,236.81	178,700.00
45000 · Miscellaneous Income	43.54	3,000.00
49000 · Project Administration	0.00	204,950.00
49300 · State Credits & Ag M H Credits	0.00	4,000.00
Total Income	<u>3,280.35</u>	<u>393,650.00</u>
Gross Profit	3,280.35	393,650.00
Expense		
51000 · Annual Report	957.00	1,750.00
55130 · Website	263.25	800.00
55140 · Mileage Expense Advisory Com	24.15	100.00
59150 · Education	750.75	
51100 · Accounting Services	13,807.53	18,500.00
51300 · Administration Expense	16,678.75	58,500.00
51500 · Advertising Expense	1,623.54	3,800.00
51600 · Building and Structures	0.00	500.00
51800 · District Insurance & Dues	8,683.00	34,000.00
51900 · Engineering Services	9,694.18	20,000.00
52100 · Equipment Lease & Rental	1,468.37	5,500.00
52200 · Fringe Benefits	4,365.95	10,500.00
52600 · Legal Fees	16,373.42	35,000.00
52700 · Manager Compensation	7,750.00	25,000.00
52800 · Meeting Expense	977.52	2,500.00
52900 · Mileage Expense Board	2,361.87	5,000.00
53100 · Mileage Expense Staff	19.31	350.00
53200 · Miscellaneous Expenses	1,097.65	4,700.00
53300 · Office Equip & Furniture	0.00	750.00
53400 · Office Operations	4,864.68	10,000.00
53500 · Office Supplies	797.58	3,000.00
53600 · Other Supplies	712.94	3,000.00
53700 · Payroll Expenses	1,040.45	9,500.00
53800 · Payroll Taxes	3,534.17	9,800.00
54100 · Repairs and Maintenance	587.98	1,200.00
54400 · Vehicle Fuel	1,414.64	2,400.00
54500 · Vehicle Maint & Repair	119.50	2,000.00
54700 · Wages and Salaries	47,275.92	125,500.00
Total Expense	<u>147,244.10</u>	<u>393,650.00</u>
Net Income	<u>-143,963.75</u>	<u>0.00</u>

Bois de Sioux Watershed District
2022 CONSTRUCTION FUND BUDGET
 January through December 2022

	<u>Jan - Dec 22</u>	<u>Budget</u>
Income		
49450 · Internal Transfer In	500,000.00	
44510 · RRWMB Base Funding Grant	0.00	100,000.00
44505 · RRWMB WQ Project Grant	0.00	507,000.00
44500 · Project Grant	800,000.00	3,687,396.00
Ditch Revenues	160,000.00	
41100 · Riparian Aid MN DOR	54,172.50	110,000.00
Investment Income	766.42	
47100 · Storage Building Rental Income	0.00	800.00
42000 · General Property Taxes	15,817.55	831,315.00
44000 · Land Rental Income	875,166.52	800,000.00
45000 · Miscellaneous Income	271.41	1,500.00
Total Income	<u>2,406,194.40</u>	<u>6,038,011.00</u>
Gross Profit	2,406,194.40	6,038,011.00
Expense		
54955 · Internal Transfer Out	500,000.00	
60000 · State Grant Expense Activities	69,022.94	2,025,808.00
51675 · Clean Water Cost Share Policy	0.00	0.00
51670 · Culvert Szng Cost Share Policy	0.00	0.00
51020 · Buffers	42.00	110,000.00
50100 · Stream Gaging Expense	860.00	5,000.00
Permits	28,307.10	150,000.00
51010 · Boundary Redetermination	0.00	0.00
55110 · Programs with SWCDs	5,000.00	10,000.00
51100 · Accounting Services	0.00	3,500.00
51300 · Administration Expense	0.00	168,700.00
51400 · River Watch/Expense	540.00	2,500.00
51500 · Advertising Expense	1,154.75	8,000.00
51900 · Engineering Services	310,107.89	1,515,251.00
52100 · Equipment Lease & Rental	0.00	700.00
52500 · Land	47,910.00	
52600 · Legal Fees	32,220.28	100,000.00
52700 · Manager Compensation	0.00	15,000.00
52800 · Meeting Expense	471.54	1,500.00
52900 · Mileage Expense Board	0.00	150.00
53100 · Mileage Expense Staff	0.00	500.00
53200 · Miscellaneous Expenses	2,538.32	2,700.00

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Cash Basis

Bois de Sioux Watershed District
2022 CONSTRUCTION FUND BUDGET
January through December 2022

	<u>Jan - Dec 22</u>	<u>Budget</u>
53300 · Office Equip & Furniture	0.00	1,000.00
53400 · Office Operations	431.50	1,500.00
53500 · Office Supplies	404.00	2,500.00
53600 · Other Supplies	9.16	100.00
53800 · Payroll Taxes	0.00	125,000.00
53900 · Property Taxes	109,860.62	
54100 · Repairs and Maintenance	6,568.66	1,680,602.00
54400 · Vehicle Fuel	0.00	1,000.00
Total Expense	<u>1,115,448.76</u>	<u>5,931,011.00</u>
Net Income	<u><u>1,290,745.64</u></u>	<u><u>107,000.00</u></u>

Bois de Sioux Watershed District
2021 DITCH FUND BUDGET
January through December 2022

	<u>Jan - Dec 22</u>	<u>Budget</u>
Income		
Ditch Revenues	14,247.06	2,625,030.00
Investment Income	0.00	1,000.00
42000 · General Property Taxes	2,490.33	
45000 · Miscellaneous Income	327,369.86	5,000.00
Total Income	<u>344,107.25</u>	<u>2,631,030.00</u>
Gross Profit	344,107.25	2,631,030.00
Expense		
60000 · State Grant Expense Activities	0.00	320,000.00
51300 · Administration Expense	0.00	25,000.00
51500 · Advertising Expense	645.00	4,500.00
51900 · Engineering Services	16,755.00	250,000.00
52500 · Land	0.00	88,000.00
52600 · Legal Fees	3,234.61	40,000.00
52700 · Manager Compensation	0.00	1,500.00
52800 · Meeting Expense	0.00	100.00
53200 · Miscellaneous Expenses	0.00	125,000.00
53300 · Office Equip & Furniture	846.00	1,100.00
53400 · Office Operations	16,000.00	
54100 · Repairs and Maintenance	49,075.71	1,767,330.00
54600 · Viewers Expense	0.00	8,500.00
Total Expense	<u>86,556.32</u>	<u>2,631,030.00</u>
Net Income	<u>257,550.93</u>	<u>0.00</u>

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Cash Basis

Bois de Sioux Watershed District
Expenses by Vendor Summary (No Employees)
April 22 through May 19, 2022

	<u>Apr 22 - May 19, 22</u>
Bremer Bank	-75.14
City of Wheaton	64.21
Elan Financial Services	286.17
Frontier	212.16
Frontier Precision, Inc.	846.00
HPS	217.75
James E. Graham Estate	-27,086.00
Life Was Good Irrev. Trust	6,334.00
Michelle & Cory Morrow	3,678.00
MN PEIP	873.19
Ohnstad Twichell, PC	13,067.21
Otter Tail Power Company	154.66
Otter Tail County	-413.25
Pat and Greg Vold Farms	560.00
Paul Lande	400.00
Pitney Bowes Global Financial Serv LLC	150.69
QuickBooks Payroll Service	7.00
RRWMB	187.63
Runestone Telecom Association	99.95
Sag's Hardware Hank, Inc.	486.13
Star Bank	-101.03
Traverse Electric Cooperative Inc	42.75
Tri County Coop	411.67
Wilkin County	672.00
Willy's Super Valu	72.45
TOTAL	<u>1,148.20</u>

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05/13/22
Cash Basis

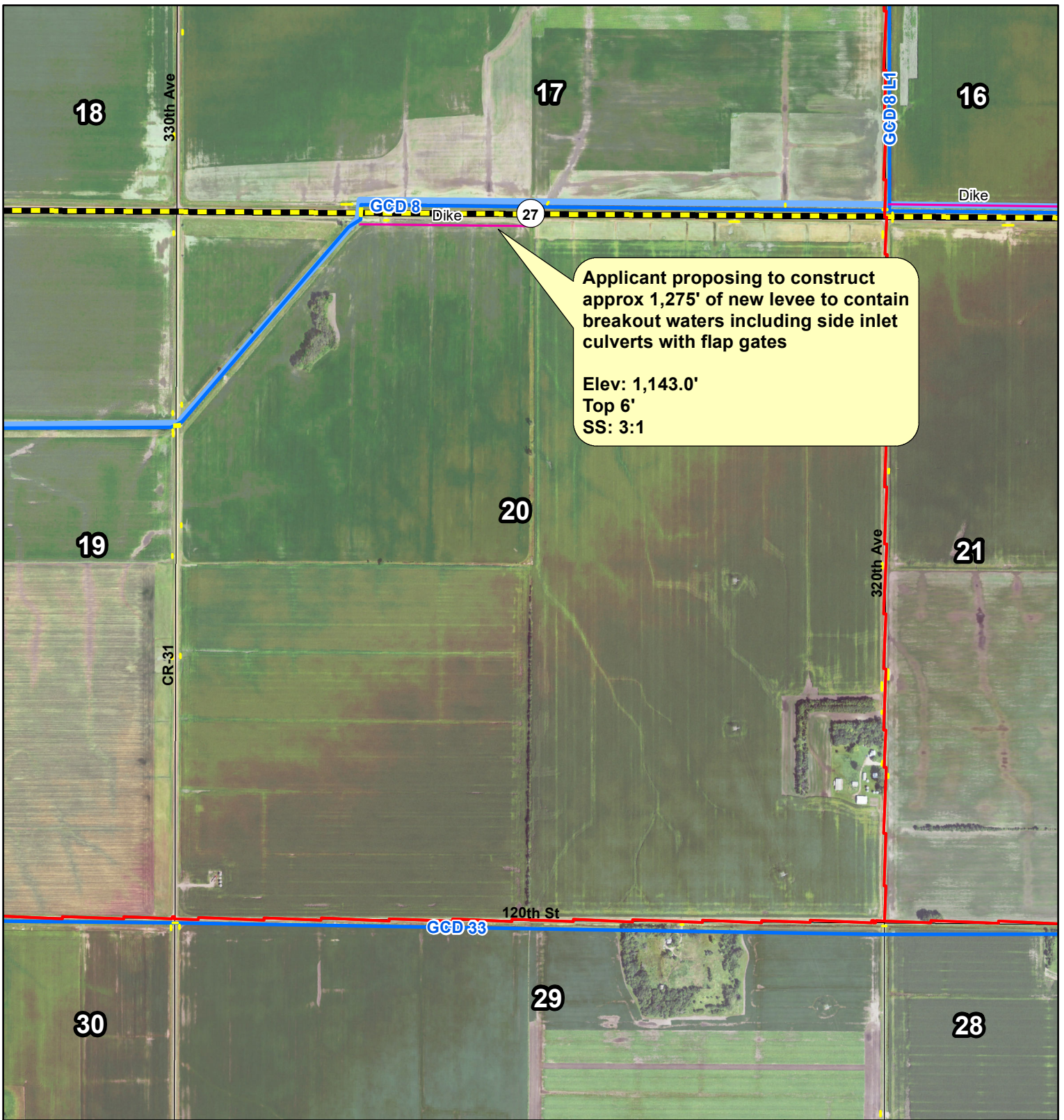
Bois de Sioux Watershed District
CURRENT BWSR GRANT BALANCES
As of May 19, 2022

	<u>May 19, 22</u>
Construction Fund	
JCWMP/1W1Plan Imp.	
BWSR WBIF C21-9685 (\$1,064,522)	184,473.12
Total JCWMP/1W1Plan Imp.	184,473.12
Redpath Imp. & Mustinka Rehab.	
Ph 1 TCD #35 Relocate	
BWSR Grant C22-6082 (\$320,000)	160,000.00
Total Ph 1 TCD #35 Relocate	160,000.00
Ph 2 Mustinka Rehab/Corridor	
BWSR Grant C22-8116 (\$800,000)	400,000.00
Total Ph 2 Mustinka Rehab/Corridor	400,000.00
Total Redpath Imp. & Mustinka Rehab.	560,000.00
Lake Traverse WQ Improvement	
Phase 3	
BWSR Grant C22-0499 (\$800,000)	400,000.00
Total Phase 3	400,000.00
Phase 2	
BWSR Grant C21-1051 (\$418,235)	-41,823.00
Total Phase 2	-41,823.00
Phase 1	
BWSR Grant C20-7176 (\$336,775)	336,775.00
Total Phase 1	336,775.00
Total Lake Traverse WQ Improvement	694,952.00
Total Construction Fund	1,439,425.12
Ditch Fund	
JCD #6	
BWSR Grant C21-5196 (\$356,359)	-35,635.00
Total JCD #6	-35,635.00
JCD #11	
BWSR Grant C20-7182 (\$327,000)	294,300.00
Total JCD #11	294,300.00
Total Ditch Fund	258,665.00
TOTAL	1,698,090.12

Bois de Sioux Watershed District APPROVE GRANT TRANSACTIONS

April 22 through May 19, 2022

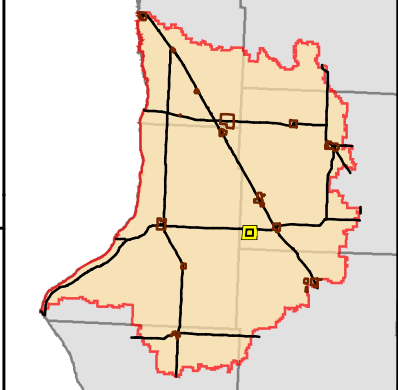
Type	Date	Num	Name	Memo	Account	Debit	Credit	Amount
Construction Fund								
Redpath Imp. & Mustinka Rehab.								
Ph 1 TCD #35 Relocate								
DNR Grant FHM 2021 (\$800,000)								
Check	05/19/2022		Ohnstad Twichell, PC	REDPATH PROJECT - PHASE 1	52600 · Legal Fees	561.66		561.66
Check	05/19/2022		Ohnstad Twichell, PC	TCD #35 IMPROVEMENT	52600 · Legal Fees	3,282.50		3,282.50
Total DNR Grant FHM 2021 (\$800,000)						3,844.16	0.00	3,844.16
Total Ph 1 TCD #35 Relocate						3,844.16	0.00	3,844.16
Total Redpath Imp. & Mustinka Rehab.						3,844.16	0.00	3,844.16
Lake Traverse WQ Improvement								
Phase 2								
RRWMB Grant (\$367,765)								
General Journal	05/10/2022	VOID 21445	James E. Graham Estate	Reverse of GJE WBIF01-084 -- For CHK 21445 void...	52520 · ROW		624.00	-624.00
General Journal	05/10/2022	VOID 21445	James E. Graham Estate	Reverse of GJE WBIF01-084 -- For CHK 21445 void...	52520 · ROW		1,032.00	-1,032.00
General Journal	05/10/2022	VOID 21445	James E. Graham Estate	Reverse of GJE WBIF01-084 -- For CHK 21445 void...	52520 · ROW		1,521.00	-1,521.00
General Journal	05/10/2022	VOID 21445	James E. Graham Estate	Reverse of GJE WBIF01-084 -- For CHK 21445 void...	52520 · ROW		8,580.00	-8,580.00
General Journal	05/10/2022	VOID 21445	James E. Graham Estate	Reverse of GJE WBIF01-084 -- For CHK 21445 void...	52520 · ROW		3,600.00	-3,600.00
General Journal	05/10/2022	VOID 21445	James E. Graham Estate	Reverse of GJE WBIF01-084 -- For CHK 21445 void...	52520 · ROW		6,880.00	-6,880.00
General Journal	05/10/2022	VOID 21445	James E. Graham Estate	Reverse of GJE WBIF01-084 -- For CHK 21445 void...	52520 · ROW		4,849.00	-4,849.00
Check	05/19/2022		Ohnstad Twichell, PC	LTWQIP PHASE 2	52600 · Legal Fees	1,366.05		1,366.05
Total RRWMB Grant (\$367,765)						1,366.05	27,086.00	-25,719.95
Total Phase 2						1,366.05	27,086.00	-25,719.95
Total Lake Traverse WQ Improvement						1,366.05	27,086.00	-25,719.95
Total Construction Fund						5,210.21	27,086.00	-21,875.79
TOTAL						5,210.21	27,086.00	-21,875.79



Applicant proposing to construct approx 1,275' of new levee to contain breakout waters including side inlet culverts with flap gates

Elev: 1,143.0'
 Top 6'
 SS: 3:1

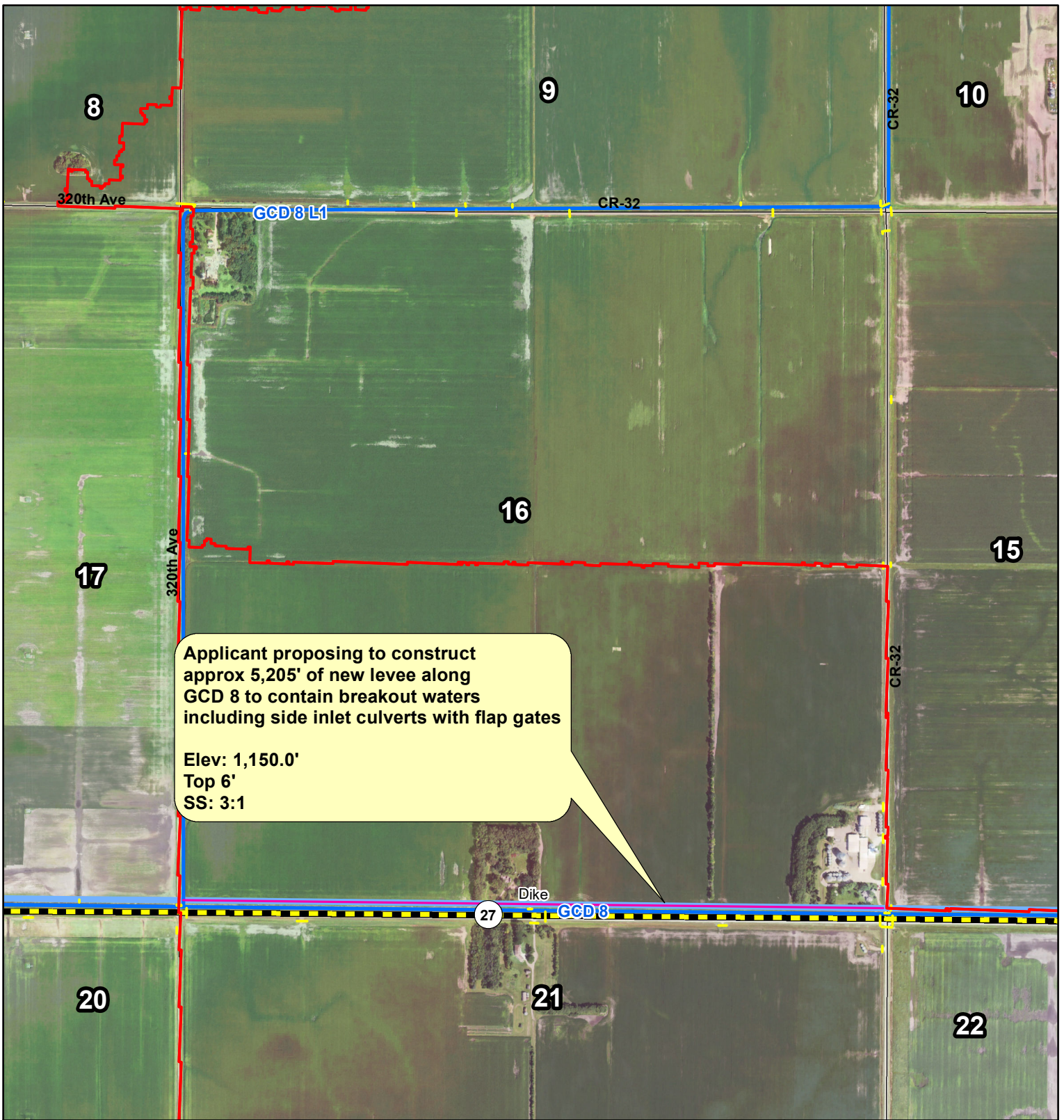
Structure		Culvert		Drain	
★ Pump/Lift	□ Inlet/Intake	● RCP	● CSP	— 3"	— 10"
⊕ Control Structure	● Other	▲ RCPA	▲ CSPA	— 4"	— 12"
⬠ Dike/Embankment	● Gravity Outlet	■ RCB	◆ Bridge	— 5"	— 15"
⊞ Subwatersheds	— Culvert Inventory	● Other	— Other - Pipe	— 6"	— 18"
— N.O. Collection Channels	— MN PWI Streams			— 8"	— 24" & Greater
					— (Tile)
					— (Dual Wall)
					— (Non-Perf.)
					— Dike
					— Ditch/Waterway
					— Other - Misc.
					— Road Permits



PA# 22-058 - Deal, Kevin
NW 1/4 of Sec 20, Logan Twp
Bois de Sioux Watershed District, MN



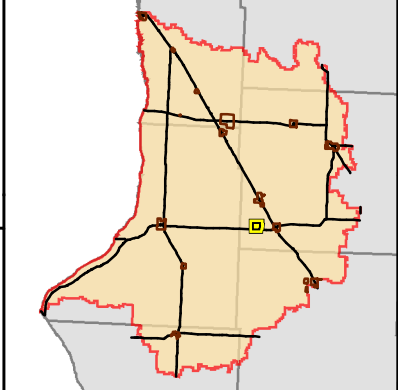
Created By: AKS Date Saved: 05/11/22 Date Exported: 05/11/22
 Plotted By: andrew.smith Aerial Image: 2013 County NAIP SIDS Elevation Data: IW1 Lidar
 Horizontal Datum: NAD 1983 UTM Zone 15N Vertical Datum: NAVD 1988
 T:\BaseData\MN\Bois_de_Sioux\Permits_Project_Map_FINAL.mxd



Applicant proposing to construct approx 5,205' of new levee along GCD 8 to contain breakout waters including side inlet culverts with flap gates

Elev: 1,150.0'
 Top 6'
 SS: 3:1

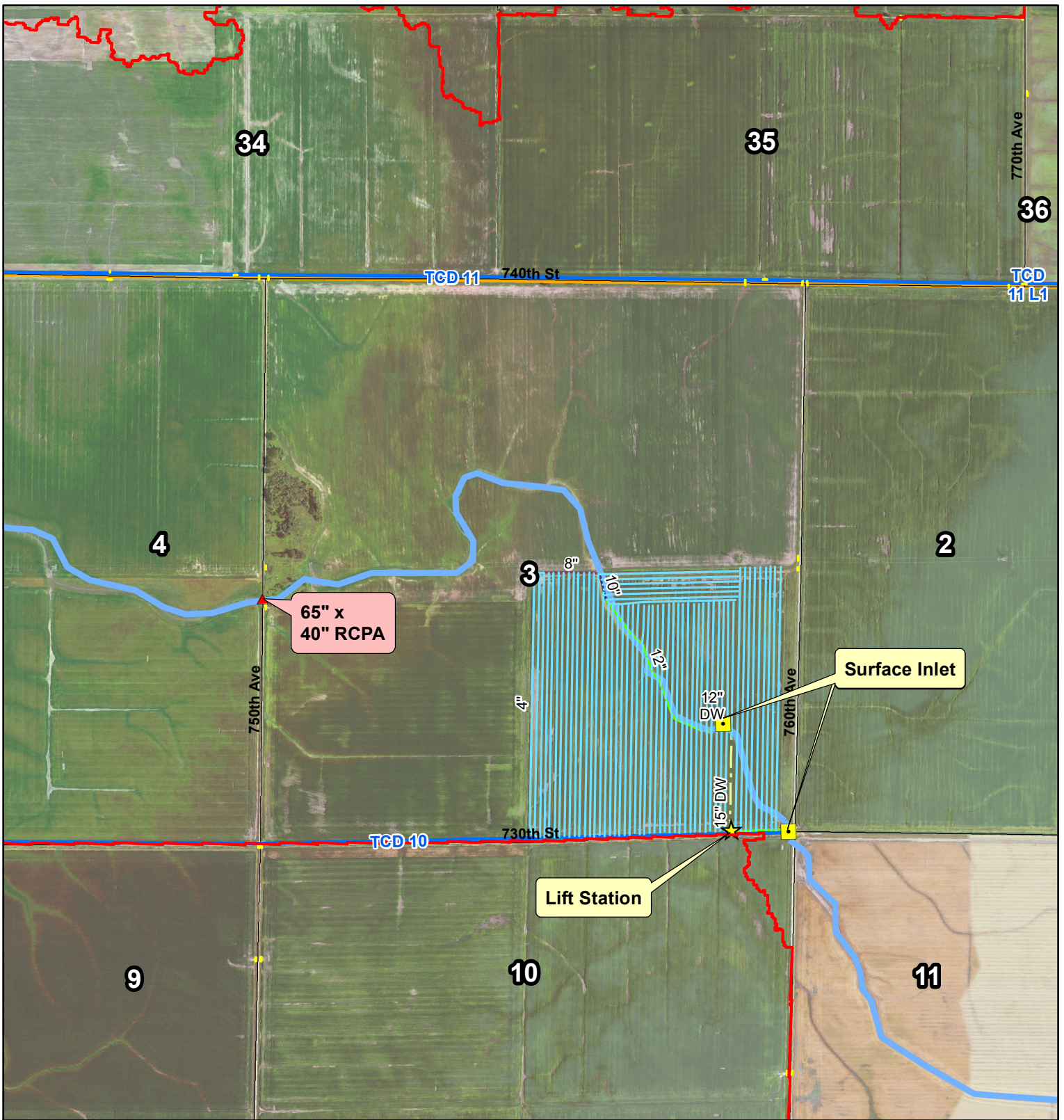
Structure		Culvert		Drain	
★ Pump/Lift	□ Inlet/Intake	● RCP	● CSP	— 3"	— 10"
⊕ Control Structure	● Other	▲ RCPA	▲ CSPA	— 4"	— 12"
⬠ Dike/Embankment	● Gravity Outlet	■ RCB	◆ Bridge	— 5"	— 15"
⊞ Subwatersheds	— Culvert Inventory	● Other	— Other - Pipe	— 6"	— 18"
— N.O. Collection Channels	— MN PWI Streams		— (Tile)	— 8"	— 24" & Greater
			— (Dual Wall)		— Dike
			— (Non-Perf.)		— Ditch/Waterway
					— Other - Misc.
					— Road Permits



PA# 22-059 - Backman, Tim
S 1/2 of Sec 16, Logan Twp
Bois de Sioux Watershed District, MN

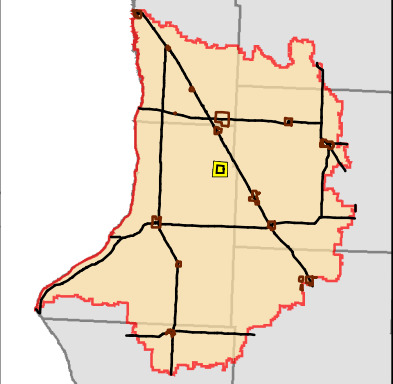
Created By: AKS Date Saved: 05/11/22 Date Exported: 05/11/22
 Plotted By: andrew.smith Aerial Image: 2013 County NAIP SIDS Elevation Data: IWI Lidar
 Horizontal Datum: NAD 1983 UTM Zone 15N Vertical Datum: NAVD 1988
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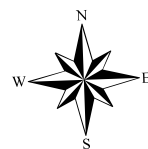
Legend

Structure		Culvert		Drain	
★ Pump/Lift	□ Inlet/Intake	● RCP	● CSP	— 3"	— 10"
⊕ Control Structure	● Other	▲ RCPA	▲ CSPA	— 4"	— 12"
⬠ Dike/Embankment	● Gravity Outlet	■ RCB	◆ Bridge	— 5"	— 15"
⬡ Subwatersheds	— Culvert Inventory	● Other	— Other - Pipe	— 6"	— 18"
— N.O. Collection Channels	— MN PWI Streams		— (Tile)	— 8"	— 24" & Greater
			— (Dual Wall)		— Dike
			— (Non-Perf.)		— Ditch/Waterway
					— Other - Misc.
					— Road Permits



PA# 22-052 - Davison, Tanner
SE 1/4 of Sec 3, Redpath Twp
Bois de Sioux Watershed District, MN

Created By: AKS Date Saved: 04/20/22 Date Exported: 04/20/22
 Plotted By: nick.naseth Aerial Image: 2013 County NAIP SIDS Elevation Data: IWI Lidar
 Horizontal Datum: NAD 1983 UTM Zone 15N Vertical Datum: NAVD 1988
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704 Highway 75 South | Wheaton, MN 56296

Phone | 320.563.4185
Fax | 320.563.4987

bdswd.com
bdswd@frontiernet.net

May 19, 2022

Dear Chair Hartwell & Council Members of the Lessard-Sams Outdoor Heritage Council:

This letter is presented in support of the grant application submitted on behalf of Grant County to utilize drawdowns and build control structures to enhance habitat and water quality in numerous locations in Grant County, Minnesota. Of particular interest to the Bois de Sioux Watershed District, which has Minn. Stat. Chapter 103D watershed district jurisdiction in this area, is work proposed for Samantha and Elbow Lakes.

In 2021, the Bois de Sioux Watershed District, and 12 partner local governmental units, completed the One Watershed One Plan, adopting the Joint Comprehensive Watershed Management Plan for the Bois de Sioux and Mustinka Rivers. In that plan, Samantha and Elbow Lakes are identified as targeted locations for outlet improvements, control structures, and potential storage capacity. This work will contribute directly toward our goals for addressing altered hydrology, public flooding, and private flooding.

In our area of the state, excess water influences water quality and habitat quality – addressing flooding can alleviate damages to aquatic vegetation and wildlife which benefits public and private landowners. Therefore, we respectfully request that you support Grant County's grant application.

Sincerely,

Linda Vavra, President

Jamie Beyer, Administrator

**DIVISION OF FISH AND WILDLIFE
CONSERVATION PARTNERS LEGACY GRANT**

Revision: 20191104

Data Date: April 26, 2022

PROJECT CONTACT

Project Name: Lake Traverse Improvement Project
Organization Name: Bois de Sioux Watershed District
Organization Type: Government
Mailing Address 1: 704 Hwy 75 South
City, State ZIP Code: Wheaton, MN 56296

Project Manager: Jamie Beyer
Title: District Administrator
Phone: 320-563-4185
Email: bdswd@runestone.net

PROJECT OVERVIEWSites / Location

County Name: Traverse
Project Site Name: Phase 3 Segment
Total Project Sites: 1
Total Project Acres: 15

Land Ownership

Primary Land Ownership: Public Water
Additional Land Ownerships: (N/A)

Habitat

Primary Type: Fish, Game or Wildlife Habitat
Additional Types: (N/A)

Activities

Primary Activity: Restoration
Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

Grant Type: Statewide
Grant Request Level: Over \$25,000

Total Grant Amount Requested:	\$400,000
Total Match Amount Pledged:	\$90,000
Additional Funding Amount:	\$0
Total Project Cost:	\$490,000

PROJECT SUMMARY

The Traverse County Ditch 52 tributary consists of 15 miles of open channel draining approximately 32.4 square miles of agricultural lands. The Bois de Sioux Watershed District (BdSWD) and project partners have developed a multi-phase, multi-purpose design to address the erosive effects of the altered hydrology on the channel, provide aquatic habitat and storage through the installation of series of rock riffle / boulder weir structures, and to enhance upland habitat through the use of native plantings within a widened buffered corridor.

PROBLEM STATEMENT

Designated as a 103E drainage system and a public water, this tributary has become a severely eroded gully and has discharged approximately 50,000 cubic yards of sediment since 1951 into Lake Traverse. Since 1952, when major land use changes in the subwatershed altered the hydrology of this system, flooding and more intense storm events along with increased storm frequency during the growing season have led to significant erosion and bank sloughing for several miles upstream of where TCD 52 enters Lake Traverse. Historic aerial photos show a delta of sediment at the discharge point of this gully, that has formed over time as the channel has continuously eroded.

PROJECT OBJECTIVES

The overall multi-phase Project will stabilize the steepest slope of open channel for approximately three (3) miles of the tributary. CPL funding will be used to construct eight (8) rock riffles/ weir structures which will enhance aquatic habitat throughout the system by creating storage and pooling areas. Funding will also be used to enhance the corridor vegetation and upland buffers with native herbaceous and woody species. The goal of this application is to provide the most natural resource

PROJECT OBJECTIVES (Continued)

enhancements, while maintaining a cost-effective project to address multiple issues on the landscape. The TCD 52 drainage system is managed by the BdSWD under the drainage authorities provided by MS 103E, but is also listed as a public water. In order to secure the widened corridor and buffer area, the District will hold easements with the private landowners for ongoing monitoring, maintenance and repairs.

The BdSWD assembled a project team to analyze issues in TCD 52 system and potential alternatives to improve the watershed. There has been an engineers report completed by Moore Engineering, Inc. and a number of studies that substantiate the need for the project. There have been numerous alternatives evaluated to attain for water quality improvement for Lake Traverse and the TCD 52 drainage system, as well as to provide aquatic habitat enhancement for the system. Overall, the proposed project alternatives (Phases 1, 2, and 3) have the most public acceptance and are an economical solution that is well studied and understood. The proposed alternative design will focus on enhancing natural channel design, working within the economic limits of the existing system to provide efficient drainage and enhanced water quality.

METHODS

A technical project team was created to include local staff, landowners, and stakeholders and address the issues affecting Lake Traverse. Historical references and records were used to determine needs. Survey, modeling, and design was completed through a Hydrologic Engineering Centers River Analysis System (HEC-RAS) model to determine channel design. The MN DNR has been consulted on the design of the rock weir structures, which is identical to the structures installed in the previous project phases. A preliminary engineers report and cost estimate have been developed.

The preferred alternative to address issues include stabilizing the channel with riprap / boulder weirs. The channel will be armored as was identified in the hydraulic model to provide stability in high velocity areas. Installation will be completed by a contractor, to be determined by public bid process, by excavating the channel and installing the boulders and riprap as detailed in the plans. The voids of the boulder weirs will be secured with cobble and chinking rock to ensure that the flow goes over the weir and not through the rip rap. The purpose of these structures is to slow the flow upstream and create aquatic habitat, and to control the velocity at these weir locations. The channel corridor will be widened and vegetation, such as sandbar willow, will be installed to further reduce velocities within the channel. Upland areas of the widened channel will be vegetated utilizing a native habitat mix specific to the project site. Construction observation will be conducted by Moore Engineering Inc. Traverse SWCD staff will provide services for native vegetation establishment and tree planting.

EXPERIENCE / ABILITIES

The BdSWD has completed 2 of the 3 phases of this project successfully, funded with a combination of local, regional and state funds. Staff and Board have the necessary experience to manage state grant contracts and meet policy requirements. The BdSWD has the statutory authorities to construct, inspect and maintain all aspects of this project. The BdSWD is consulting with Moore Engineering Inc to provide a qualified team for project development, planning coordination, technical review and engineering design, construction oversight and management and site assessment expertise. The appointed District Engineer, Chad Engels, has been with District since 2014, and has advanced over a dozen 103D and 103E projects with the BdSWD. Moore Engineering Inc will be responsible for ensuring that the project considers local geomorphology, hydrology and ecological function of this system when preparing final designs for regulatory review and eventual construction.

PROJECT TIMELINE

Time Frame	Goal
Fall 2022	Begin Construction
Fall 2023	Construction Substantially Complete
Spring 2023	Vegetation Monitoring
Fall 2023	Final Stabilization Achieved
Summer 2022	Bid Project
Spring 2022	Finalize Design & Budget
Spring 2022	Permitting completed
Spring 2022	All funding secured and contracts in place.

Estimated Project Completion Date: 2023-12-01

PROJECT INFORMATION

PROJECT INFORMATION *(Continued)*

1. Describe the degree of collaboration and local support for this project.

Beginning in 2017, the BdSWD established a goal of constructing projects on an annual basis to reduce sediment transport and nutrient loading to downstream waters to advance local water quality objectives. This initiative has proven to be well received and as a result has been supported by the BWSR Clean Water Fund every year since the inception of this program. Typical projects include MS103 Editch retrofits and stream stabilization projects. Planning partners, including Traverse County and SWCD, have supported the project through dedication of Watershed-based Implementation Funding developed through the One Watershed One Plan process. Private landowners within the project area are supportive of the application, and a portion of their property taxes will support this project through the established Water Management District. Early coordination with the DNR River Ecology unit and Fisheries have taken place to inform design.

2. Describe any urgency associated with this project.

Phases 1 and 2 of the this large, multi-phased project have already been completed. Completion of phase 3 will achieve the goals of the project. Funding has been secured through multiple local, regional and state sources grant agreements. State grant agreements have a three year window to complete activities until grant termination. Securing these remaining requested funds will ensure that the project is completed on time, and in a cost-effective manner to the landowners in the project area.

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

This project represents Phase 3 of the total project. Phases 1 and 2 of the project have completed construction. The District has secured Clean Water Fund grants from the BWSR under their competitive Projects and Practices Program, and through the Watershed-based Implementation Fund. A funding application from the Red River Water Management Board will be submitted in April of 2022 to secure additional funds. The BdSWD has dedicated construction funding. CPL grants will be used to supplement the habitat enhancement portions of the project, not yet covered by other funding source priorities. These grant funds supplement the District's portion of the project costs that will be funded through a Water Management District, and will ensure a cost-effective project for the landowners within the Water Management District.

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

The project will directly benefit Lake Traverse, which is an important public water resource, utilized for fishing, hunting, recreation, permanent and seasonal residents, and resort owners. The lake also provides fishery and wildlife habitat, and is located on both the Central and Mississippi Flyways. Lake Traverse is an important resource for the local and regional tourism-based economy. The project will be protected by permanent easements with a public entity on private lands. Although the project provides overall public benefit for recreational opportunities, the private lands easements will not be required to allow public hunting and fishing.

5. Discuss use of native vegetation (if applicable).

The preliminary engineering plan calls for a widened corridor, to be reseeded with native perennial vegetation as appropriate along the slope. A vegetation plan will be developed following state guidelines. The BdSWD will partner with the Traverse SWCD to provide services and equipment to seed buffer areas as well as plant woody vegetation according to the vegetation plan. The vegetation plan will focus on plants that are appropriately sourced for the ecoregion, as available, and meet the specifics for slope stability, moisture conditions, and provide adequate habitat for targeted species.

6. Discuss your budget and why it is cost effective.

The preliminary engineers report and opinion of cost reviewed a number of project alternatives. The largest factor driving alternative selection was cost and public acceptance. Phases 1 & 2 (now complete) provide a significant, immediate reduction in sediment loading to Lake Traverse. Overall, the proposed project alternatives (Phases 1, 2, and 3) have the most public acceptance and are an economical solution that is well studied and understood. The proposed alternative design will focus on enhancing natural channel design, working within the economic limits of the existing system to provide efficient drainage and enhanced water quality.

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

The Bois de Sioux Watershed District has adopted policies to promote multi-purpose drainage management throughout its managed systems to ensure increased water quality and provide secondary benefits such as habitat enhancement. Recently, the District has been incorporating native vegetation, where feasible, into its large-scale projects. Previous phases

PROJECT INFORMATION *(Continued)*

of this project incorporated native seeding into buffer areas, and focused on channel design to enhance fish habitat with the goal of eventually removing the remaining barriers to fish migration within the system. The District is also focusing on a number of stream restoration projects that incorporate natural channel design methods, which benefits wildlife habitat once established. The North Ottawa Impoundment, a highly visible District project, has become a birding destination in the area.

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Jamie Beyer
Title: District Administrator
Email: bdswd@runestone.net
Phone: 320-563-4185

Street Address 1: 704 Hwy 75 South
City, State ZIP Code: Wheaton, MN 56296

Budget Details

Contracts

<u>Contractor Name</u>	<u>Contracted Work</u>	<u>Amount</u>	<u>Grant/Match</u>	<u>In-kind/Cash</u>
To Be Selected	Riffle Construction	\$400,000	Grant	(N/A)
To Be Selected	Riffle Construction	\$75,000	Match	Cash
Traverse SWCD	Native Seeding	\$7,500	Match	In-Kind
Traverse SWCD	Woody Vegetation Planting	\$7,500	Match	In-Kind

Additional Funding

Additional Funding Amount: \$0

Budget Overview

<u>Item Type</u>	<u>Grant</u>	<u>Match</u>	<u>Total</u>
Personnel	-	-	-
Contracts	\$400,000	\$90,000	\$490,000
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	-	-
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	-	-	-
Additional Budget Items	-	-	-
Totals:	\$400,000	\$90,000	\$490,000

SITE INFORMATION

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager.

Land Manager

Name: Linda Vavra
Organization: Bois de Sioux Watershed District
Title: Board Chair

Phone: 320-563-4185
Email: bdswd@runestone.net

Site Information

Habitat: Fish, Game or Wildlife Habitat **Activity:** Restoration **Land Ownership:** Private

SITE INFORMATION *(Continued)*

<p>(1) Site Name: Riffle Structures DOW Lake #: (N/A) Acres: 15 PLS Section: Township - 126, Range - 48W, Section - 24</p>	<p>Open to Public Hunting? No Open to Public Fishing? No</p>
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NATURAL HERITAGE DATABASE REVIEW

Natural Heritage elements were found within my project site(s): Yes

Natural Heritage Sites and Managers: (N/A)

Natural Heritage Elements: (N/A)

Natural Heritage Mitigation: There are 10 features listed within a one mile radius of the project. Species within a one mile buffer are listed below.

- Astragalus flexuosus var. flexuosus
- Aristida purpurea var. longiseta
- Antennaria parvifolia
- Astragalus missouriensis var. missouriensis
- Solidago mollis
- Botrychium campestre
- Oarisma poweshiek
- Atrytone arogos iowa
- Argynnis idalia
- Dalea candida var. oligophylla

Adverse impacts are not anticipated to these features. The two closest species results, small-leaved pussytoes and red three awn, are state concern species characteristic of native upland prairie, which is not present in the specific workspace where project activities are proposed. The project proposes to install in-stream rock riffle structures, which will not disturb upland areas for construction. The majority of the stream corridor in the proposed structure area contains heavily eroded slopes dominated by woody species and non-native grasses, transitioning to agricultural land.

ATTACHMENTS

Additional Documentation

Attach additional documentation as applicable using the appropriate categories below. If you exceed the size limit while uploading, contact CPL Grant staff to discuss your options.

Partner Commitment Letter

File Name	Description
Bois_de_Sioux_WD-LGU_signed_GA_signed_2022-01-26_01-53-02-PM.pdf	BWSR CWF Grant Agreement

Photo

File Name	Description
21392_LakeTraverseWQIP_20211201_DCedigts.pdf	Design concept, Previous phases, site photos

Engineering/Survey/Design Plan

File Name	Description
21392A-PhaseIII-PP_20220221.pdf	

ATTACHMENTS (Continued)

Supplemental Document

File Name	Description
Bois_de_Sioux2022-02-11-pub-water-project_(6).pdf	Public Waters Form
Lake_Traverse_2021_(1).PDF	Project Write-up RRWMB
Permanent_Channel_Easement_-_Form_Document.pdf	Draft Easement Language

FINAL APPLICATION SUBMISSION

- P** I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.
- P** I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.
- P** I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.
- P** I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.
- P** I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.
- P** I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: Tara Ostendorf

Organization / Agency: Moore Engineering Inc

Title: Project Coordinator

Date Signed: February 22, 2022

(CPL Grant Application ID = 2031)

CONSERVATION PARTNERS LEGACY GRANT PROGRAM ENCUMBRANCE WORKSHEET

«Organization_Name»/ «Project_Name»

State Accounting information:

SWIFT Contract Doc. Type: _____ **SWIFT Contract #:** _____
SWIFT Contract Line # (Annual Plans): _____ **SWIFT Purchase Order #:** _____

Agency: R2901	Submitted By: Kathy Varble	Origin: A24	Vendor #: «Vendor_Number»	Category Code: 84101501
Total Amount of Contract for ALL years:	\$«Total_Grant_Amount_Requested»		Total Amount of Contract: \$ «Total_Grant_Amount_Requested»	For FY: 22
Total Amount of Contract:	For FY:	Total Amount of Contract: \$		For FY:

Contract Start Date: Upon Execution **Speedchart Name:** _____
Contract Expiration Date: June 30, 2025 **Speedchart Number:** _____

Grantee Name and Address: «Organization_Name»
«Fiscal_Street_Address_1»
«Fiscal_City», «Fiscal_State»
«Fiscal_Zip_Code»

Did you remember to:
 Check for debarred vendor? Yes No
 Check for annual plan limit? Yes No
 Work on state lands? Yes No

PO Reference: KV-FY22 CPL «Project_Name»

Description: FY2022 CPL 2; «Organization_Name», «Project_Name». «Recital»

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropriID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	22	\$«Total_Grant_Amount_Requested»	2300	R2936725	«Appr_ID»	«Account_Code»		2W205	

Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

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DRAFT

STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT

«Organization_Name»/ «Project_Name»

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and «Organization_Name», «Fiscal_Street_Address_1», «Fiscal_City», «Fiscal_State» «Fiscal_Zip_Code» ("Grantee").

Recitals

1. Under Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. «Recital»
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. Per, [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** **June 30, 2025**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.4. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and MN Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2021 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/fy22-rfp.pdf.
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.

- 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

- 2.9 To provide Grantee up to \$«Total_Grant_Amount_Requested» for the costs incurred for the completion of the Project.
- 2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

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

4 Project Requirements

- 4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.
- 4.2 **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

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

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

- 4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.
- 4.4. **Restoration and Management Plan.** Hereinafter known as R&M Plan.
- (a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.

(b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

4.5 **Timely written contact of Conservation Corps Minnesota.** All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

4.6 **Pollinator Best Management Practices.** Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

4.7 **Prescribed Burning on State Lands.** For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at <https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribed-burn-handbook.pdf>.

4.8 **Revenues.** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

6.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) **Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$«Travel_instate_Grant»; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$«Total_Grant_Amount_Requested».

6.2 Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2025**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf

(b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.

(c) **Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as

described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) **Federal Funds.** No Federal funds will be used.

6.3 **Work assigned to the State.** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to cost between \$25,000 and \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

(b) **Nonprofit Organizations.**

i. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project that includes construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <https://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

(e) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

7 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

8 Payment Procedures

8.1 **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

9 Authorized Representative

The State's Authorized Representatives:

Kathy Varble
CPL Program Coordinator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5216
kathy.varble@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

Project Manager	Fiscal Contact
«Project_Manager»	«Fiscal_Name»

«Title»	«Fiscal_Title»
«Mailing_Address_1»	«Fiscal_Street_Address_1»
«Mailing_Address_2»	
«City», «State» «Zip_Code»	«Fiscal_City», «Fiscal_State» «Fiscal_Zip_Code»
«Project_Manager_Email»	«Fiscal_email»
«Phone»	«Fiscal_phone»

If the Grantee’s Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

10 Assignment, Amendments, Waiver, and Grant Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 10.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State’s right to enforce it.
- 10.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Liability and Insurance

- 11.1 **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney’s fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee’s agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State’s failure to fulfill its obligations under this grant contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee’s project, as described in the FY2021 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.
- 11.3 **Worker’s Compensation.** The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

12 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee’s books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the

end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

14.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 **Intellectual Property Rights.**

(a) **Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) **Obligations**

1. **Notification:** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such

claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) **Uses of the Works and Documents.**

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) **Possession of Documents.**

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Data Compatibility and Availability Requirements

15.1 **Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 **Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

16.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

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

17 Governing Law, Jurisdiction, and Venue

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

18 Accessibility and Safety

18.1 **Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.

18.2 **Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

22 Termination

22.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

22.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

23 Data Disclosure

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

24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

25 Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management [Conflict of Interest Policy for State Grant Making](#) (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. '§ 16A.15 and 16C.05.

By: _____

Date: _____

Purchase Order Number:

Contract #: _____

3. DEPARTMENT OF NATURAL RESOURCES

By: _____
with delegated authority

Name: Dave Olfelt

Title: Director, Division of Fish and Wildlife

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

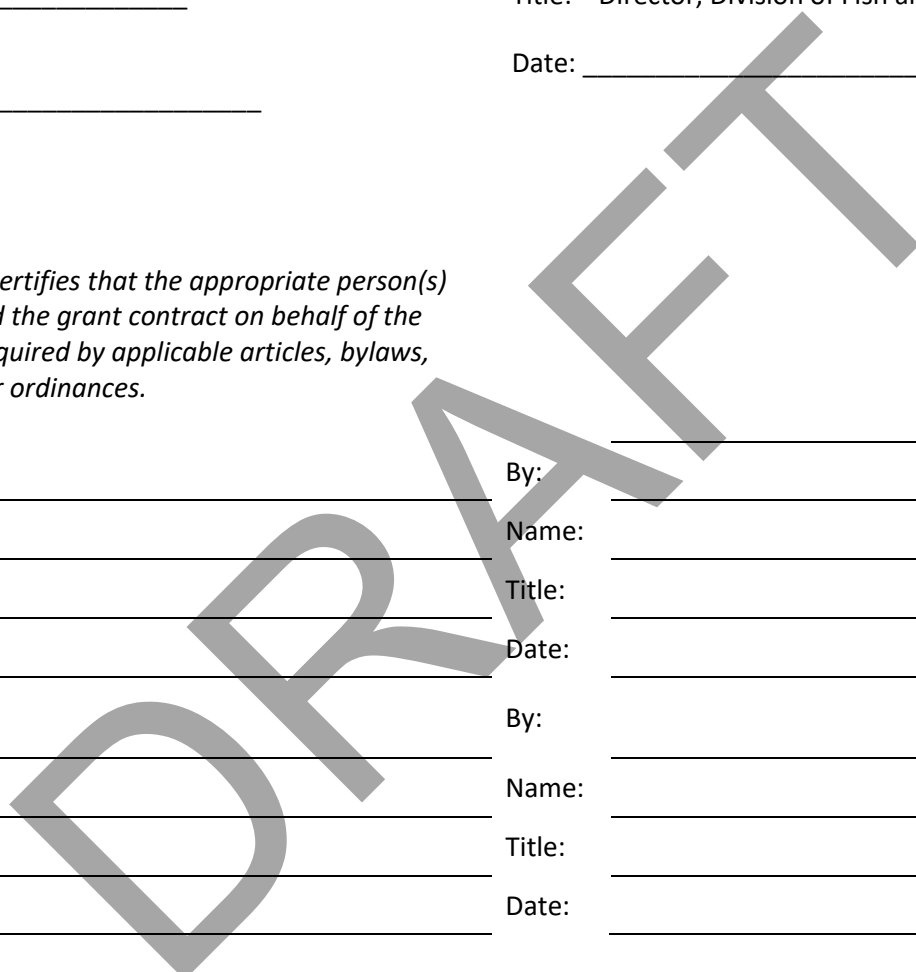
Date: _____

By: _____

Name: _____

Title: _____

Date: _____





Conflict of Interest Disclosure

Conflict of Interest

As referenced in the Minnesota Department of Administrations Office of Grants Management's Policy 08-01, a conflict of interest, actual, potential, or perceived, occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

Actual Conflict of Interest

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples included but not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. Examples included but not limited to:

- One party has a relationship, affiliation, or other interest that could create an inappropriate influence if one party is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily create a conflict of interest, depending on the nature of the relationship between the two parties.

A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist.

A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflict

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee where actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to a friend, relative, acquaintance or business or organization with which they are involved.

An employee uses his/her status or position to obtain special advantage, benefit, or access to the grantee or grant applicant's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence

Revised June, 2019

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee creates an unfair competitive advantage in hiring for professional services or purchasing supplies or equipment by furnishing unauthorized proprietary information or source selection information that is not available to all competitors and create a path to one or a few.

This section to be completed by Grantee's Authorized Representative:

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual, potential and perceived conflicts of interests by individual employees or are organization as a whole to the State's Authorized Representative.

Organization Name: Bois de Sioux Watershed District

Project Name: Lake Traverse Water Quality Improvement Project
Phase 3

Grant Program: CPL FY22

Authorized Representative Name: Linda Vavra

Signature:

Date:

April 25, 2022

Ronald Anderson
PO Box 1630
Sioux Falls, SD 57101

Re: Failure to Comply with After-the-Fact Permit No. 21-054 Administrative Compliance Order

Dear Mr. Anderson,

This letter is in regard to the After-the-Fact Permit No. 21-054 Administrative Compliance Order (the "Order") issued by the Board of Managers of the Bois de Sioux Watershed District (the "District"), dated February 8, 2022, related to ditch maintenance in the West half of Section 28 and the East half of Section 29, Donnelly Township, in Stevens County, Minnesota. The Order required either restoration of the ditch channel to its preexisting condition or the installation of a tile pipe in the ditch bottom adjacent to 560th Avenue, and a properly sloped ditch channel in accordance with the District Engineer's design standards, on or before May 1, 2022.

At its April 21, 2022, meeting, the District's Managers authorized District staff to grant an extension to July 1, 2022, to complete the work outlined in the Order, if you provide a written request before May 1, 2022. If you are unable to complete the required work on or before May 1, 2022, due to weather impacted conditions, you may submit a written request for an extension. Failure to provide a written request before May 1, 2022, will result in continued enforcement of the Order as outlined therein.

If you have any questions or concerns, please contact me right away as the May 1, 2022, deadline is quickly approaching.

Sincerely,



Jamie Beyer
Administrator



704 Highway 75 South | Wheaton, MN 56296

Phone | 320.563.4185
Fax | 320.563.4987
bdswd.com
bdswd@frontiernet.net

May 19, 2022

Dear Chair Hartwell & Council Members of the Lessard-Sams Outdoor Heritage Council:

This letter is presented in support of the grant application submitted on behalf of Grant County to utilize drawdowns and build control structures to enhance habitat and water quality in numerous locations. Of particular interest to the Bois de Sioux Watershed District is work proposed for Samantha and Elbow Lakes.

In 2021, the Bois de Sioux Watershed District and 12 partner local governmental units completed the One Watershed One Plan, adopting the Joint Comprehensive Watershed Management Plan for the Bois de Sioux and Mustinka Rivers. In that plan, Samantha and Elbow Lakes are identified as a targeted location for outlet improvements, control structures, and potential storage capacity. This work would contribute directly toward our goals for addressing altered hydrology, public flooding, and private flooding.

In our area of the state, excess water is tied closely to water quality and habitat quality – addressing flooding can alleviate damages to aquatic vegetation and wildlife.

Sincerely,

Linda Vavra, President

Jamie Beyer, Administrator



Welcome to the Sand Hill River Watershed District permit application. To view the watershed district rules, please visit [Rules](#). Click to go back to the home page. [SHRWD](#)

[Log In](#)

Section A - Applicant Information

Section B - Map Marker

Section C - General Information

Highlighted Fields Are Required

First Name

Last Name

Organization

Please indicate if you are:

Owner Renter

Email Address

Providing an Email Address will expedite your permit processing.

Mailing Address:

City:

State

Zip:

Daytime Phone Number

Mobile Number

Same As Daytime

Name of landowner where project will be constructed

Landowner Phone Number

Please Continue to Next Step



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[Log In](#)

Section A - Applicant Information

Section B - Map Marker

Section C - General Information

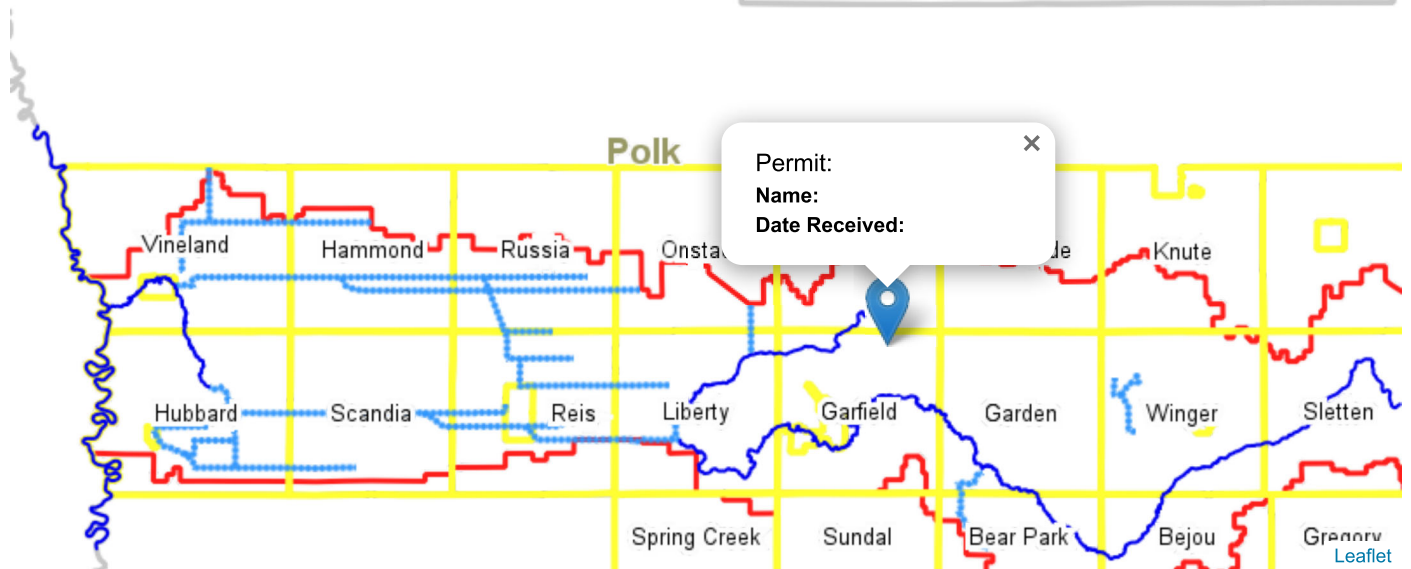
Please map the location for your Project

Create Map Marker

Move Map Marker



Red Lake



Please Continue to Next Step



Welcome to the Sand Hill River Watershed District permit application. To view the watershed district rules, please visit [Rules](#). Click to go back to the home page. [SHRWD](#)

[Log In](#)

Section A - Applicant Information

Section B - Map Marker

Section C - General Information

Utility Installations

(2) Legal Description

County

Township/City

Section

Project Location Description (NE1/4, NW1/4NE1/4, N1/2, etc.)

(3) Describe in detail the work to be performed

(4) Why is this work necessary? Explain water related issue/problem being solved.

(5) If culvert installation is proposed, is it being placed at the same flowline of the existing channel?

Yes No

(6) If culvert installation is proposed, does the culvert size match the in-place culvert?

Yes No

(7) Will the project, including any area inundated as a result of the project, be located entirely on land owned or operated by t

Yes No

(8) Project sponsor (MnDOT/County/City/US Fish & Wildlife Service, etc.), if applicable

(9) Contractor, if applicable

(10) Anticipated construction start date

(11) Who will be responsible for the operation and/or maintenance of this project.

Jamie Beyer

From: Chad Van Santen <chad.vansanten@co.grant.mn.us>
Sent: Wednesday, April 27, 2022 3:41 PM
To: bdswd@runestone.net
Subject: Grant County Appointment

The Grant County Board of Commissioners has appointed Doug Dahlen as watershed manager at their April 16, 2022 board meeting. Let me know if there is anything else you will need from me.

Thanks.

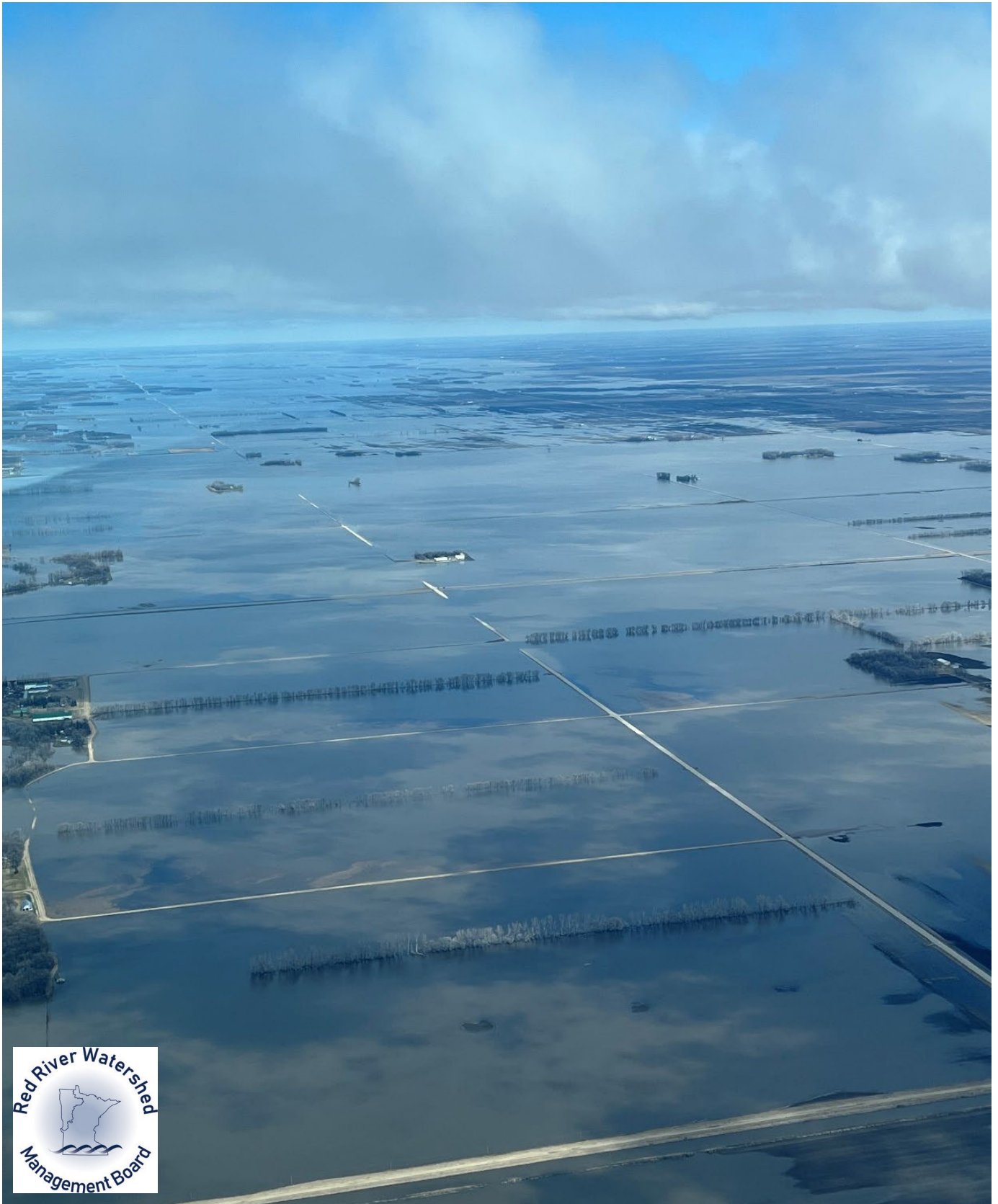
Chad van Santen, Grant County Auditor

Grant County Auditors Office
Grant County Courthouse
10 2nd Street NE
Elbow Lake, MN 56531
Main Phone: 218-685-8236
Direct Phone: 218-685-8235
Fax: 218-685-4521
chad.vansanten@co.grant.mn.us

--CONFIDENTIALITY
STATEMENT--

This transaction is intended only for the use of the individual to whom it is addressed and may contain information that is made confidential by law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please respond immediately to the sender and then destroy the original transmission as well as any electronic or printed copies. Thank You.

2022 FLOOD INFORMATION RED RIVER BASIN OF THE NORTH



Investing in and Managing the Watershed of the Red River Basin

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2021 – 2022 Winter Conditions

Blizzard Statistics 

Average: **2.6 blizzards per season**

Most blizzards in a season:
2021-2022: 11*
2013-2014: 10
1996-1997: 10

Seasons without a blizzard:
1986-1987, 1990-1991, 2011-2012

*2021-2022 still ongoing at the time of this graphic's creation

  
NWSGrandForks
National Weather Service | Grand Forks

- ▶ 11 blizzards in Red River Basin.
- ▶ 77.5 Inches of snow in Grand Forks, ND.

WHAT'S A BLIZZARD?



BLOWING SNOW

35+ MPH WINDS



≤ 1/4 MI VISIBILITY

FOR 3+ HOURS



WEATHER.GOV/WINTER



DID YOU KNOW THAT
FALLING SNOW

ISN'T NECESSARY
FOR A BLIZZARD?

A BLIZZARD THAT RESULTS FROM SNOW
THAT HAS PREVIOUSLY FALLEN
IS CALLED A GROUND BLIZZARD.

April Climate Statistics

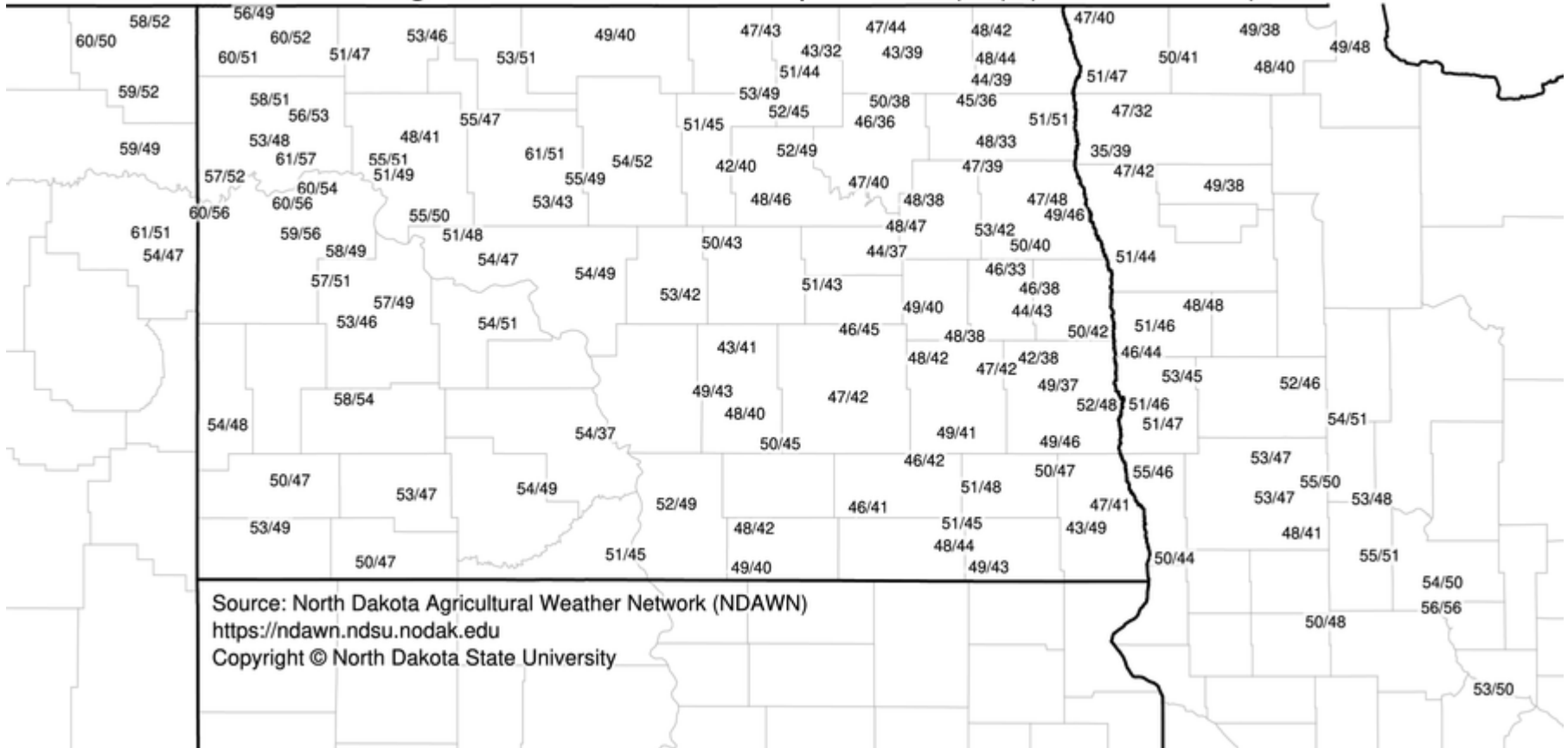


	NWS Grand Forks	Fargo	Baudette	Devils Lake	Park Rapids
Max Temperature	55° on 4/1 & 4/23	74° on 4/23	53° on 4/28	57° on 4/9	68° on 4/23
Minimum Temperature	11° on 4/17 & 4/19	13° on 4/15	17° on 4/15	7° on 4/19	10° on 4/1
Average Temperature	33.7° 9.3° below normal	34.9° 8.1° below normal	34.8° 4.2° below normal	31.6° 7.7° below normal	33.4° 1.51° below normal
Precipitation	6.49" 5.51" above normal	5.45" 3.91" above normal			
Snowfall	16.1" (record)	4.5"			

Grand Forks NWS/UND (records to 1893): Wettest April on record & Snowiest. Also 7th coldest
Fargo (records to 1881): 2nd Wettest April on record and tied for 8th coldest.



Average Bare / Turf Soil Temperature (°F) (2022-05-05)



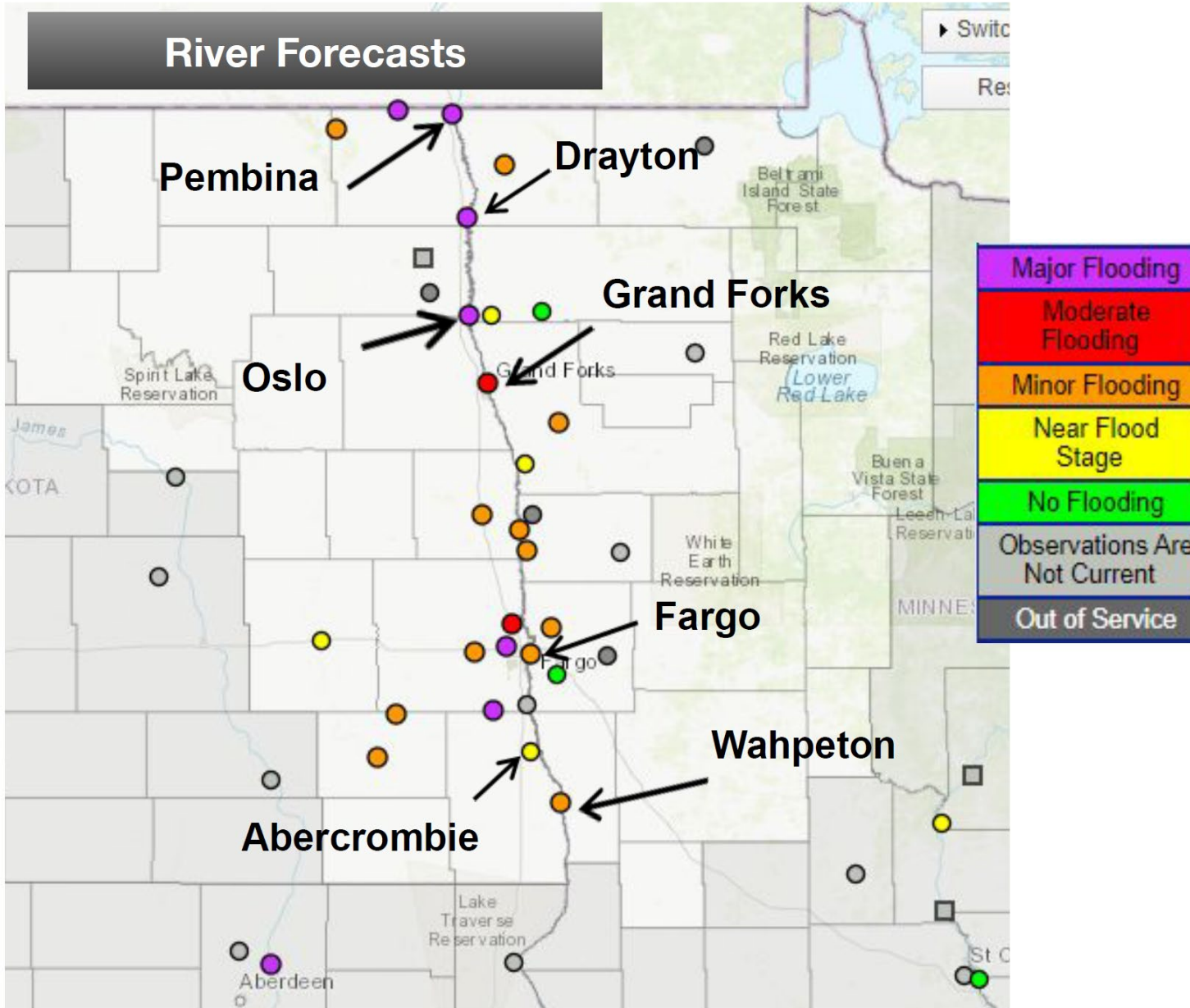
Source: North Dakota Agricultural Weather Network (NDAWN)
<https://ndawn.ndsu.nodak.edu>
Copyright © North Dakota State University



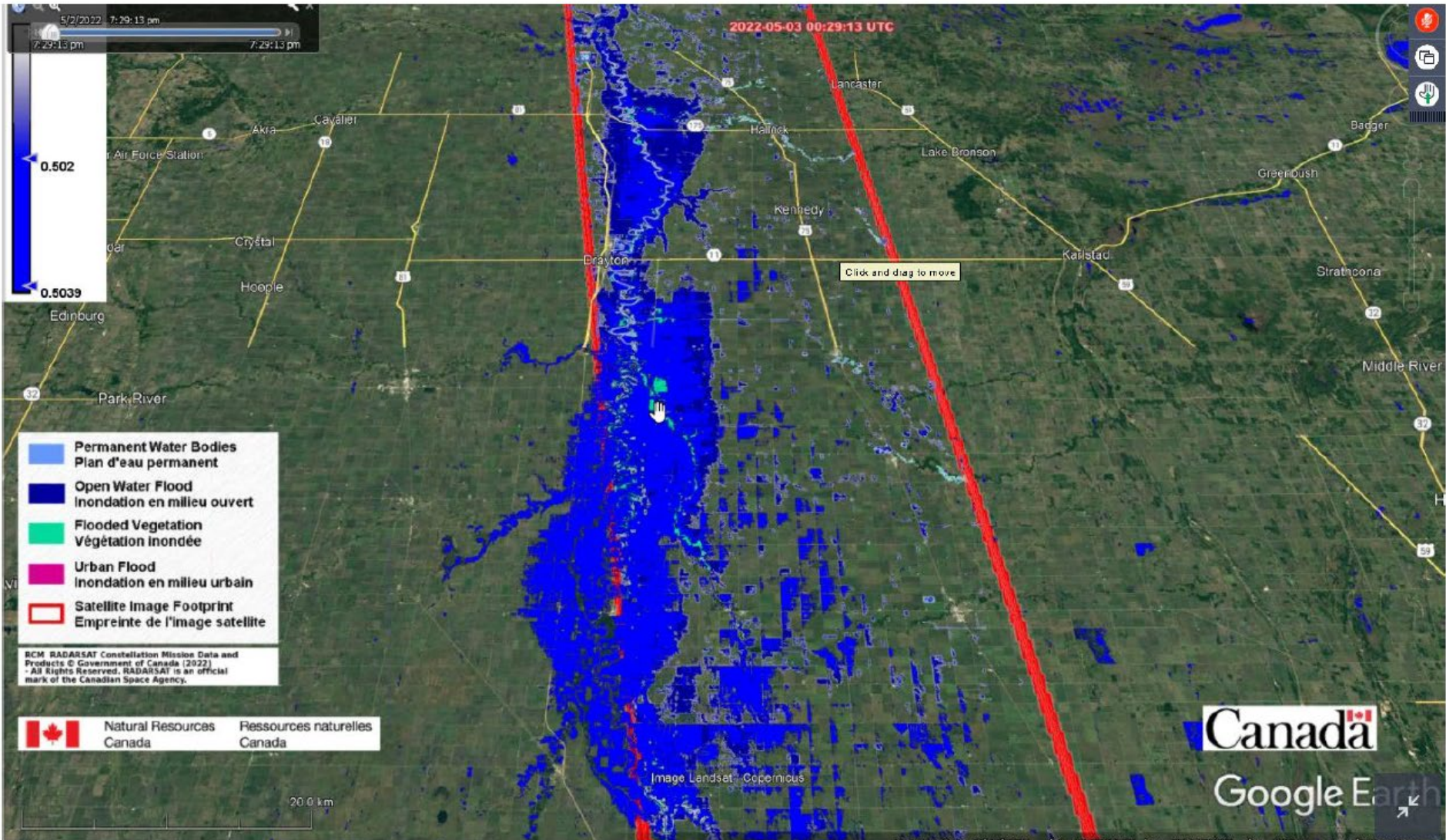
Ongoing Flooding

5/6/2022
10:52 AM

Moderate to Major Flooding at Several Locations



Satellite imagery of inundation areas along the Red River on May 4, 2022.



Satellite Image 5/4/22

Driving into Oslo, MN in National Guard Vehicles on May 2, 2022. Photograph courtesy of RRWMB.



Flooded farmland southeast of Oslo,
MN on May 2, 2022. Photograph
courtesy of RRWMB.





Wild Rice River southeast of
Ada, MN on May 3, 2022.
Photograph courtesy of
RRWMB.

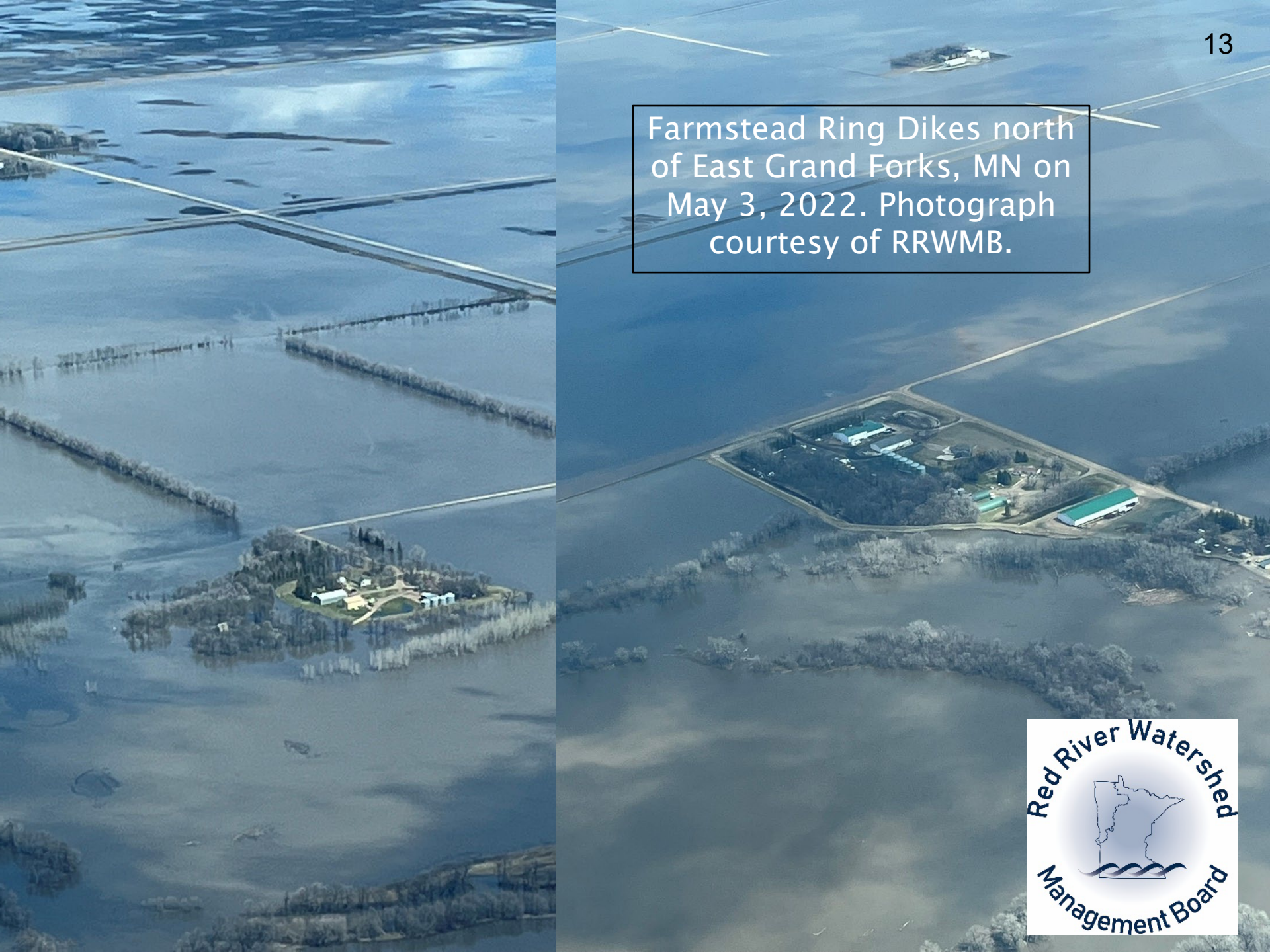




Wild Rice River southeast of
Ada, MN on May 3, 2022.
Photograph courtesy of
RRWMB.



Farmstead Ring Dikes north of East Grand Forks, MN on May 3, 2022. Photograph courtesy of RRWMB.



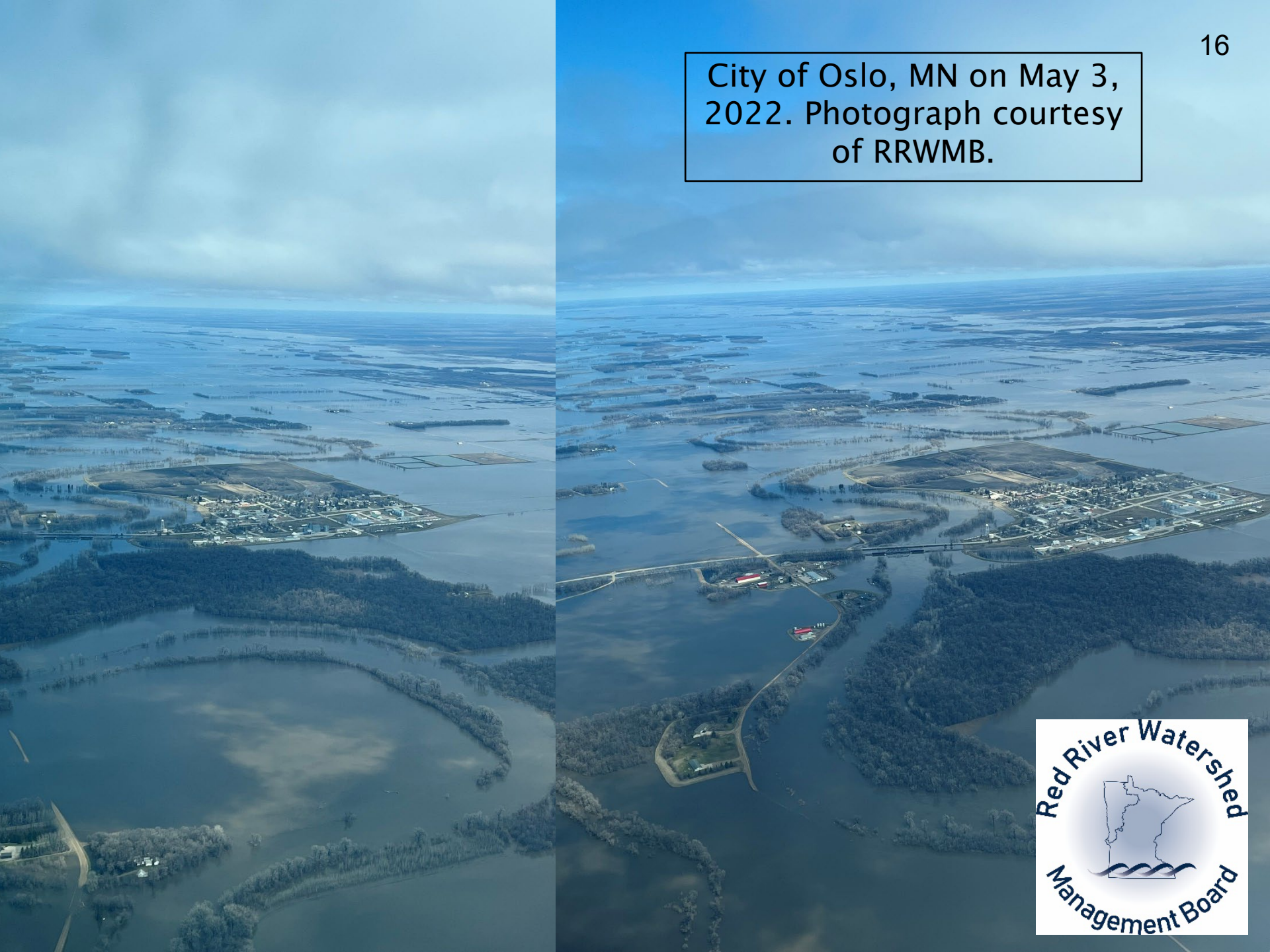
Flooded areas along the Red River north of East Grand Forks, MN on May 3, 2022. Photograph courtesy of RRWMB.



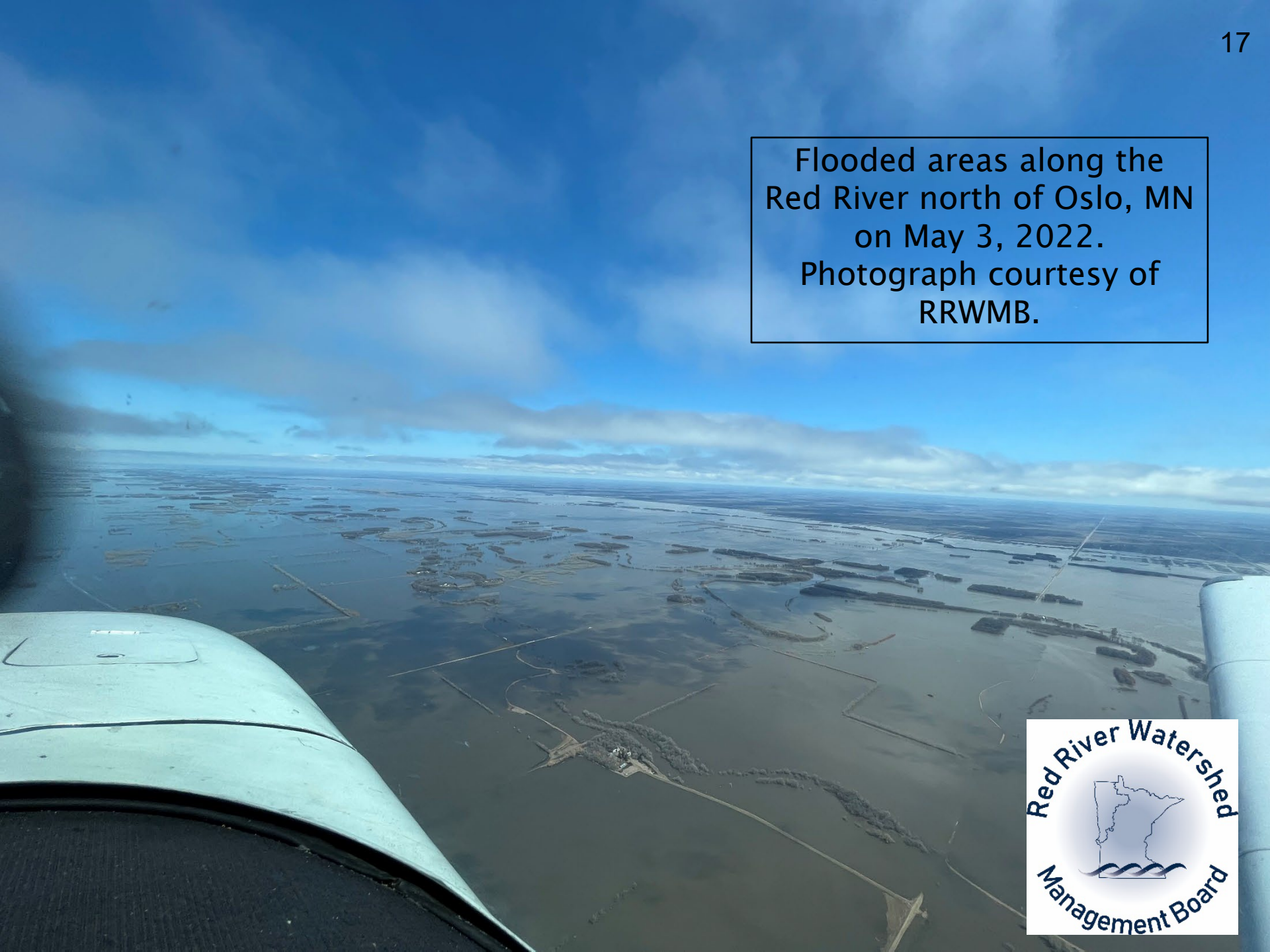
Flooded areas along the Red River north of East Grand Forks, MN on May 3, 2022. Photograph courtesy of RRWMB.



City of Oslo, MN on May 3, 2022. Photograph courtesy of RRWMB.



Flooded areas along the
Red River north of Oslo, MN
on May 3, 2022.
Photograph courtesy of
RRWMB.



Flooded areas near
Drayton, ND on May 3,
2022. Photograph courtesy
of RRWMB.



Flooded areas along the
Red River near Drayton, ND
on May 3, 2022.
Photograph courtesy of
RRWMB.



Pembina, ND looking north
into Canada on May 3,
2022. Photograph courtesy
of RRWMB.



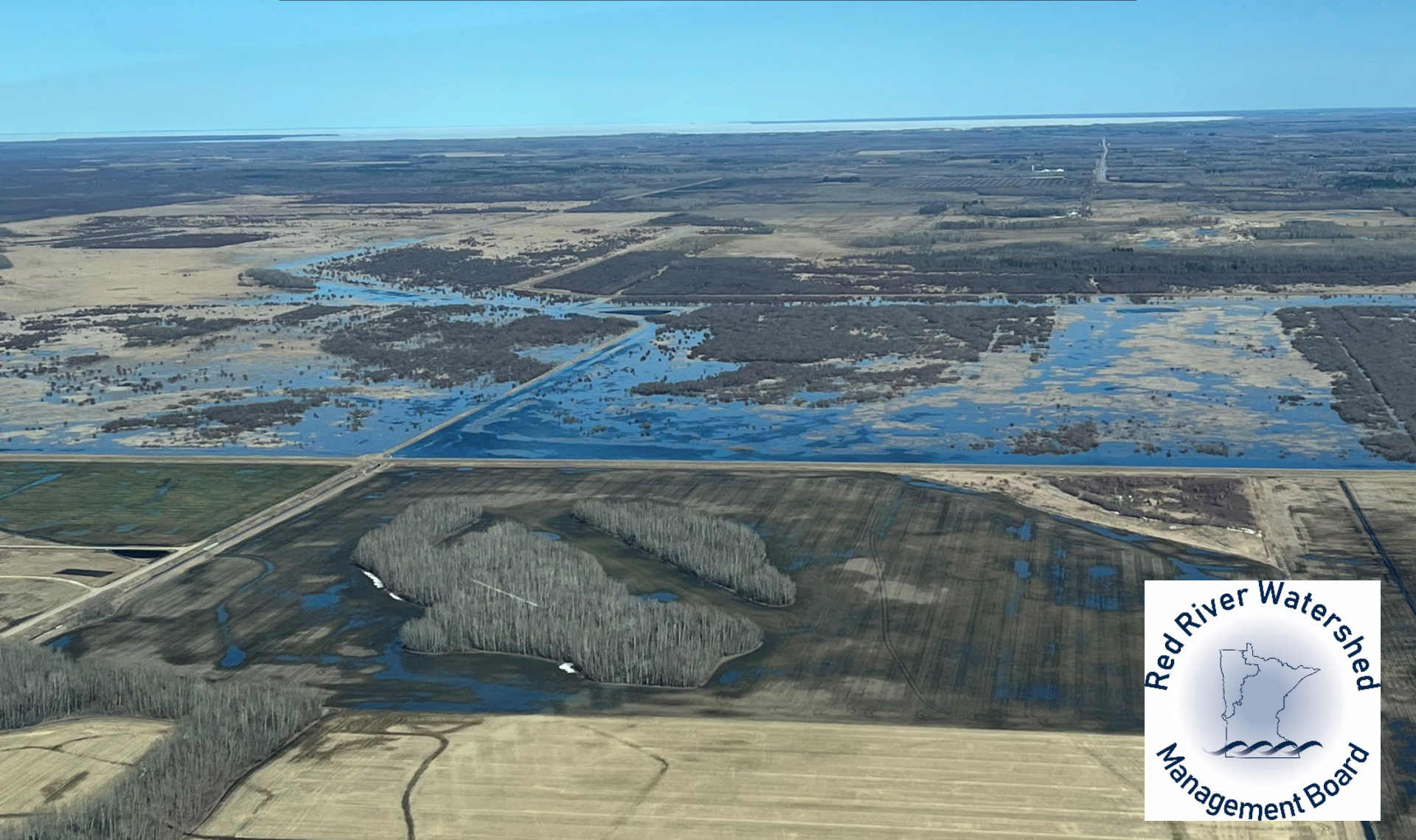
Looking south from
Pembina, ND on May 3,
2022. Photograph courtesy
of RRWMB.



Water on the landscape east of Humboldt, MN on May 3, 2022. Photograph courtesy of RRWMB.



Norland Flood Impoundment in the Roseau River Watershed District on May 3, 2022. Note the ice on Lake of the Woods in the background. Photograph courtesy of RRWMB.



Roseau Lake Bottom in the Roseau River Watershed District on May 3, 2022. Photograph courtesy of RRWMB.



Upper and Lower Red Lakes in the background,
with full ice yet on May 3, 2022. Photograph
courtesy of RRWMB.



Agassiz National Wildlife Refuge and Thief Lake on May 3, 2022. The white color is still partial ice conditions. Photograph courtesy of RRWMB.



Black River Flood
Impoundment in the
Red Lake Watershed
District on May 3, 2022.
Photograph courtesy of
RRWMB.





Schirrick Dam in the Red Lake Watershed District on May 3, 2022. Note the water flow at the outlet. Photograph courtesy of RRWMB.



Several flood Impoundments north of Crookston, MN on May 3, 2022. Photograph courtesy of RRWMB.



Parnell Flood Impoundment in the Red Lake Watershed District on May 3, 2022. Photograph courtesy of RRWMB.



Contact Information

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Red River Watershed Management Board

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218-784-9502 (Fax)

NOTE: Document originally compiled on
May 4, 2022 and updated on May 6, 2022.





**Red River Watershed
Management Board**

Meeting Minutes
Bois de Sioux & Mustinka Joint Comprehensive Watershed Plan
Steering Committee Member Notes
05/05/2022 at 9:00 am
by conference call and screenshare and in-person

Member Organizations

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

BWSR
 Moore Engineering

Committee Representative

Danny Tuckett [Absent]
 Tammy Neubauer [Absent]
 Greg Lillemon
 Jared House
 Brad Mergens
 Kyle Westergard
 Bill Kleindl
 Matt Solemsaas
 Lynn Siegel
 Sara Gronfeld
 Breanna Koval
 Craig Lingen
 Jamie Beyer

Pete Waller
 Tara Ostendorf

Designated Alternate

Darren Wilke [Absent]
 Reed Peterson [Absent]
 Don Bajumpaa

Bruce Johnson
 Brock Pearson

Linda Vavra

Approve Minutes: Solemsaas motioned, seconded by Mergens and carried unanimously, to approve the April 7, 2022 minutes.

2021-2023 Grant Budget & Expense Reports: The group reviewed the current budget and expenses.

WATERSHED BASED IMPLEMENTATION FUNDS
Budget & Expense Report
2021 - 2023

WBIF GRANT ACTIVITY	SOURCE	GRANT BUDGET	SUM OF REQUESTS	SUM OF ACTUAL			BUDGET REMAINING
				EXPENDITURES PAID TO DATE	REQUESTS + ACTUAL	REQUIRED MATCH	
Agricultural Practices	WBIF State Grant	\$105,000.00	\$ 6,421.35	\$ -	\$ 6,421.35	\$ -	\$ 98,578.65
BMP Construction (JD #6)	WBIF State Grant	\$148,000.00	\$ -	\$ 148,000.00	\$ 148,000.00	\$ -	\$ -
Project Development (Doran Creek)	WBIF State Grant	\$115,000.00	\$ -	\$ 115,000.00	\$ 115,000.00	\$ -	\$ -
Administration/Coordination*	WBIF State Grant	\$25,000.00	\$ -	\$ 7,853.68	\$ 7,853.68	\$ -	\$ 17,146.32
Non-Structural Management Practices	WBIF State Grant	\$100,000.00	\$ 21,888.00	\$ 25,671.95	\$ 47,559.95	\$ -	\$ 52,440.05
Progress Tracking and Evaluation	WBIF State Grant	\$10,000.00	\$ 1,900.00	\$ 880.00	\$ 2,780.00	\$ -	\$ 7,220.00
Project Development	WBIF State Grant	\$194,000.00	\$ 1,860.00	\$ 44,673.77	\$ 46,533.77	\$ -	\$ 147,466.23
Project Installation/Const. (LTWQIP)	WBIF State Grant	\$325,000.00	\$ -	\$ -	\$ -	\$ -	\$ 325,000.00
Project Installation/Const. (LTWQIP Cost Share)	Local Fund Match	\$106,452.00	\$ -	\$ -	\$ -	\$ 106,452.00	\$ -
Technical/Engineering	WBIF State Grant	\$41,000.00	\$ -	\$ 4,908.48	\$ 4,908.48	\$ -	\$ 36,091.52
Well Sealing	WBIF State Grant	\$1,522.00	\$ -	\$ 800.00	\$ 800.00	\$ -	\$ 722.00
TOTAL		\$ 1,170,974.00	\$ 32,069.35	\$ 347,787.88	\$ 379,857.23	\$ 106,452.00	\$ 684,664.77

2021 – 2023 Milestones & LGU Project Updates: Grant SWCD has not had success identifying Rabbit River landowners interested in participating in non-structural management practices. They are now looking for landowners in other planning regions. They are pursuing a WASCOP project near the City of Elbow Lake. House reported that a unique BMP column has been removed from PTMApp, making project identification for nutrient reductions extremely difficult. He is working with technical staff to resolve it. Traverse SWCD is working on shoreline erosion projects, the result of high

water and high winds this spring. Traverse, Grant, East and West Otter Tail, and Becker Counties are advertising for a joint engineer technician. Grant County is rewriting their shoreland ordinance, and will be approaching the Bois de Sioux Watershed District board with recommendations for more efficient permitting. Wilkin SWCD reported that all non structural funds have been encumbered and that additional agricultural practices will be installed this year. BdSWD engineering staff are putting together a funding strategy for Doran Creek for the May board meeting. Staff will then hold a full landowner meeting for the project. JD #6 is complete, with the exception of seeding establishment confirmation. LTWQIP Phase 2 has some seeding and minor repair work remaining. The design for Phase 3 is not yet complete, but staff expect the project to be bid this fall.

Needs for a budget revision and workplan amendment were discussed. Grant SWCD proposed shifting its \$13,000 Non Structural Management Practices budget appropriation to Agricultural Practices in order to provide cost share for the above mentioned WASCOD. Beyer reported that the workplan allocates \$325,000 for Phases 1 and 2 of the Lake Traverse Water Quality Improvement Project. The phases have been fully funded by other programs, so the District would like to request that the workplan be modified to allow the funds to be used for the final Phase 3 construction, scheduled to start this fall. Gronfeld suggested that, since the goal for Well Sealing was met, that the unutilized well sealing dollars be reallocated to Agricultural Practices.

Old Business – Boundary Change: Beyer contacted HEI for a price quote to update Plan maps and text to reflect the 2022 changes to the southern boundary of the district. While waiting for a response, Beyer worked with Waller and Van Offelen to draft a prologue to describe and memorialize the change. HEI did provide a price quote of a total of \$2,000 which included updates to specific plan maps. Steering Committee members agreed that the simplified Prologue is sufficient. County auditors have halted the boundary revision process; Traverse County is requesting a full survey of 14 parcels in order to enter the changes in their computer system. Westergard provided suggestions on possible workarounds. The Prologue will next be presented to the Policy Committee on June 2nd.

Old Business – WBIF #2 Workplan: Ostendorf presented the working budget for WBIF #2. The Committee made some small adjustments to meet the \$1,064,522 budget limitation. Gronfeld had talked with Neubauer to confirm Big Stone SWCD's request. House will work with Ostendorf on the workplan narrative, and Waller will review the workplan draft.

New Business: June officer elections were discussed. Gronfeld volunteered to serve as Chair. House volunteered to serve as Vice Chair. Solemsaas volunteer to serve as Secretary and proof minutes (Beyer offered to write minutes).

Project Presentation: Lingen provided a presentation on Wolverton Creek that described the project design and funding strategy. A water management district (WMD) was established to provide for future maintenance. Landowners were told that maintenance would be handled by the Buffalo Red Watershed District, who is contracting with Wilkin SWCD to conduct weed, tree, and brush control and mowing and mid-contract maintenance management for land contracts that require it. The project establishes a documented grade for future cleanouts, so it is anticipated that future cleanouts would not require a permit from the DNR. Lingen stated that there was a formal memorandum of understanding between the watershed district and BWSR to set aside a RIM easement allocation in advance of the project.

Project presentations are being provided by the request of committee members. Committee members offered suggestions for future project presentations: Shoreline Restorations, JD #11, and Lake Traverse Water Quality Improvement Project No. 1 Phase #3.

House motioned, seconded by Lillemon and carried unanimously, to adjourn the meeting.

THE NEXT MEETING WILL BE HELD ON THURSDAY, JUNE 2ND AT 9 AM.