

RED LAKE WATERSHED DISTRICT

June 28, 2018

Agenda

9:00 a.m.

9:00 a.m.	Call to Order	Action
	Review and approve agenda	Action
	Requests to appear	Information
	June 14, 2018 Minutes	Action
	Financial Report dated June 27, 2018	Action
	Investment Summary	Information
	Certificate of Deposit	Info./Action
	Koochiching County 2018 Levy	Information
	Pine Lake, RLWD Project No. 26-NRCS/RCPP Funding	Info./Action
	Thief River Falls Westside FDR Project, RLWD Proj. No. 178 RRWMB Funding Request Update	Information
	Ditch 16, RLWD Project No. 177-Update Viewers Contract Vonasek Correspondence	Information Action Information
	Blackduck Lake Structure, RLWD Project No. 50E-Update	Information
	Buffer Other Waters Addendum Resolution	Info./Action
	Permit Extension: No. 18025, Enbridge Energy-Line 3	Action
	Permit Approval & Extension: No. 18044, Todd & Debra Stanley	Action
	Table Permit No.'s 18042, 18043, Aaron Miller, Reiner Twp, Penn. Co.	Action
	Permits: No. 18002, 18036, 18045, 18047-18050,	Action
	Installation and Repairs of Kiosk	Info./Action
	2019 General Fund Budget and Salary Schedule	Information
	Gallagher/Fox Lawson Contract Agreement	Action

District Office Carpet Cleaning	Information
Administrators Update	Information
Legal Counsel Update	Information
Managers' updates	Information
Adjourn	Action

UPCOMING MEETINGS

July 4, 2018	Independence Day – Office Closed
July 10, 2018	Clearwater County Commissioners Meeting, 9:00 a.m.
July 12, 2018	RLWD Board Meeting, 9:00 a.m.
July 17, 2018	RRWMB Meeting, Wheaton, 9:30 a.m.
July 17, 2018	Marshall County Commissioners Meeting, 10:30 a.m.
July 26, 2018	RLWD Board Meeting, 9:00 a.m.
August 21, 2018	Beltrami County Commissioners Meeting, 3:00 p.m.

DRAFT

RED LAKE WATERSHED DISTRICT
Board of Manager's Minutes
June 14, 2018

President, Dale M. Nelson, called the meeting to order at 9:00 a.m. at the Red Lake Watershed District Office, Thief River Falls, MN.

Present were: Managers Dale M. Nelson, Terry Sorenson, Brian Dwight, Gene Tiedemann, LeRoy Ose, Allan Page and Les Torgerson. Staff Present: Myron Jesme and Tammy Audette and Legal Counsel Sparby.

The Board reviewed the agenda. A motion was made by Tiedemann, seconded by Page, and passed by unanimous vote that the Board approve the agenda. Motion carried.

The Board reviewed the May 24, 2018 minutes. Motion by Sorenson, seconded by Tiedemann, to approve the May 24, 2018 Board meeting minutes as presented. Motion carried.

The Board reviewed the Financial Report dated June 13, 2018. Motion by Tiedemann, seconded by Ose, to approve the Financial Report dated June 13, 2018 as presented. Motion carried.

Staff member Arlene Novak presented information regarding the renewal of the District's League of Minnesota Cities Liability insurance, Workers Compensation insurance, and Excess Liability Coverage. Discussion was held on the premium option of selecting the regular premium or the \$250.00 deductible premium option. The deductible premium option offered only a \$27 premium savings. Motion by Tiedemann, seconded by Page, to approve the renewal of the regular premium option for Workers Compensation Premium with the League of Minnesota Cities. Motion carried. Motion by Tiedemann, seconded by Sorenson, to renew the Liability Coverage with the League of Minnesota Cities, and waive the monetary limits on municipal tort liability to the extent of applicable liability insurance coverage and purchase excess liability coverage in the amount of \$2 million. Motion carried.

The Board reviewed the Scope of Work for the Wetland Habitat Quality and Management Enhancement Project at Agassiz NWR, RLWD Project No. 180. Administrator Jesme stated that the District received a grant from the Clean Water Legacy for cattail management and repairs to water control structures within Agassiz NWR. The District will be the fiscal agency, with District staff completing the construction quote documents. Staff from Agassiz NWR will be responsible for construction inspection.

Administrator Jesme stated that on Tuesday June 12th at their regularly scheduled meeting, the Pennington County Commissioners voted to hold a Public Hearing on August 9, 2018 for the potential abandonment of a portion of Judicial Ditch 25-III which used to be Pennington County Ditch #35. The portion of the public drainage system proposed to be abandoned, will be added and maintained with the three new ditches which will be constructed as part of the establishment of the Black River Impoundment, RLWD Project No. 176. Legal Counsel Sparby recommended that the District hold the Black River Impoundment hearing in conjunction with the Pennington

County Commissioner's hearing. Motion by Ose, seconded by Tiedemann, to set the hearing for the Black River Impoundment Project, RLWD Project No. 176, for August 9, 2018 at 9:45 a.m. at the District office. Motion carried.

Administrator Jesme stated that an additional \$40,000 bond was received from the Petitioners for the establishment of RLWD Ditch 16, RLWD Project No. 177. Jesme indicated that he will meet with the Viewers for the project on June 18, 2018.

Administrator Jesme reviewed the Board of Water and Soil Resources draft Buffer Law Implementation for Watershed District's under Minnesota State Statute 103E Systems Only Buffer Rule. Jesme stated that since the existing public drainage systems under the jurisdiction of the District are managed under 103E, there are provisions in the Statutes that allows compensation to landowners for land lost due to the establishment of buffer strips under MN State Statute 103E. Jesme indicated that he would like the Board of Managers to review the document which may assist them in moving forward with the buffer enforcement rule that was recently passed.

The Board reviewed the permits for approval. Motion by Page, seconded by Ose, to approve the following permits with conditions stated on the permit: No. 18025, Enbridge Energy, Polk, Red Lake, Pennington and Clearwater Counties; No. 18032, Greg Harris, Rollis Township, Marshall County; No. 18033, Justin Rose, Moylan Township, Marshall County; No. 18034, Mike Harmoning, Gervais Township, Red Lake County; No. 18035, Mike Harmoning, River Township, Red Lake County; No. 18037, Roger DeLap, Silverton Township, Pennington County; No. 18038, Marshall County Highway Department, Grand Plain Township, Marshall County; No. 18039 and 18040, Lessor Township, Polk County; and, No. 18041, Louie Cater, Rocksbury Township, Pennington County. Motion carried.

Administrator Jesme stated that Agassiz NWR advertised excess property under the GSA Auction, which included 5 Eureka Multi Probe Sondes that the District had previously used for water quality sampling. Staff member Ashley Hitt secured the purchase of the Sondes at the minimum bid price of \$10.00 for all five Sondes.

Legal Counsel Sparby discussed the resolution passed by the District Board on May 24, 2018 for funding through the Flood Damage Reduction Grant Assistance Program for the Thief River Falls Westside Flood Damage Reduction Project, RLWD Project No. 178. Sparby wished to clarify that the resolution states that the Board is committed to providing any additional capital that may be needed for the completion of the Thief River Falls Westside Flood Damage Reduction Project. It was the consensus of the Board, that it has a clear understanding of the commitments under the resolution.

Administrators Update:

- Jesme and Manager Ose will attend the RRWMB meeting in Hallock on June 19, 2018. Jesme participated in a RRWMB Budget and Finance Committee meeting at the District office on June 5, 2018.

- Brad Dokken, Outdoor Writer for the Grand Forks Herald published his article featuring the Grand Marais Creek Outlet Restoration Project in the June 10, 2018 publication of the Grand Forks Herald. This article is featured in part to the ten-year anniversary for Clean Water, Land and Legacy Amendment passing.
- Included in the packet was information from Enbridge for the proposed Line #3 replacement.
- Staff member Corey Hanson attended the Pennington County Water Resource Advisory Committee meeting in the District office on June 11, 2018.
- A Thief River 1W1P Policy and Advisory Committee meeting was held on June 13, 2018 at the District office. The meeting focused on reviewing and approval of comments for Section 3: Measurable Goals as well as the introduction to Section 4: Tools for Targeting Practices.
- Jesme and Manager Nelson presented the 2017 Annual Report to the Pennington County Commissioners on June 12th; followed by Jesme and Manager Page presenting the report to the Red Lake County Commissioners. The following meetings have been scheduled with the remaining counties: Polk County, June 26th; Clearwater County, July 10th, Marshall County, July 17th, and Beltrami County, TBD.

Manager Page stated that the river bank which is part of the road entering the Huot Park caved in during a recent rainfall event. Administrator Jesme stated that this could be a potential project for future funding through the Red Lake River 1W1P process.

At 9:30 a.m., President Nelson stated that the bid opening for the replacement of the Little Pine Lake WMA Outlet Structure, RLWD Project No. 26 would be conducted. Legal Counsel Sparby noted the time and that no further bid proposals would be accepted after the 9:30 a.m. bid submittal deadline. Bids were opened and bid amounts were publicly announced and are on file at the District office. Motion by Tiedemann, seconded by Dwight, and passed by unanimous vote to accept the apparent low bid from Red Lake Builders, Inc., in the amount of \$119,220.00 for the replacement of the Little Pine Lake WMA Outlet Structure, RLWD Project No. 26, contingent upon the audit and review and approval by Legal Counsel Sparby, District staff, and Project Engineer Nate Dalager, HDR Engineering, Inc.

Engineer Nate Dalager, HDR Engineering, Inc. presented, for Board information, the proposed Preliminary Engineer's Report for the Thief River Falls West Side Flood Damage Reduction Project, RLWD Project No. 178. Dalager stated that this project was initiated by a petition from Pennington County and the City of Thief River Falls to determine alternatives to alleviate flooding on the west side of the City Thief River Falls, located within the Pennington County Ditch 70 benefitted area. Dalager discussed several alternatives, including the potential improvement to Pennington County Ditch 70, which would require a petition from the landowners within the Pennington County Ditch 70 benefitted area. Dalager stated that the preferred alternative would be the south alternative, which would divert water from the corner of the Hwy 59/Petro Pumper corner, south along the west side of CSAH 16, thence run parallel to Highway 32 and existing railroad grade, thence continuing south through Pennington County Road 7 intersection where it would then cross through Highway 32 in a south westerly direction

using the existing outlet to a public drainage system referred to as Pennington County Ditch #1, thence out-letting into the Red Lake River. Administrator Jesme stated that the Pennington SWCD had already identified the outlet channel as a potential erosion control project in the Red Lake River 1W1P. Dalager discussed the potential of routing the water around Evergreen Implement and then proceeding south along CSAH 16. Dalager discussed the various partners of the project, project timeline with potential construction scheduled for the fall 2019 and coordination with the Minnesota Department of Transportation work on Hwy 32 slated for 2020. Motion by Tiedemann, seconded by Ose, to approve for filing, the Preliminary Engineers Report for the Thief River Falls West Side FDR Project, RLWD Project No. 178. Motion carried. A hearing date for the project will be scheduled once the Advisory Reports are received.

City of Thief River Falls Public Works Director Mark Borseth and Administrator Rod Otterness appeared before the Board to discuss the installation of storm sewers along the old County Ditch 70, as it enters the westside of the City of Thief Falls. Mr. Borseth requested that the proposed storm sewer project be included and coordinated in conjunction with the overall project of the Thief River Falls Westside FDR Project, RLWD Project No. 178, as many of the components being bid together could save both the City of Thief River Falls and the District money. Borseth stated that they would like to see HDR Engineering, Inc. be responsible for the engineering of the project, and all project costs to the storm sewer project be bid with the FDR project but billed directly to the City of Thief River Falls. Legal Counsel Sparby stated that a Joint Resolution between the City of Thief River Falls and the District could be drafted to spell out the financial agreement of the joint effort. It was the consensus of the Board, to proceed with the joint effort between the City of Thief River Falls and the District for the installation of storm sewers, during the construction of the Thief River Falls Westside FDR Project, RLWD Project No. 178. A short recess was taken.

At 10:00 a.m., President Dale M. Nelson reconvened the general meeting and called the hearing to order for the Abandonment of Judicial Ditch 5, RLWD Project No. 102. The Petition for Abandonment of RLWD Project No. 102-Judicial Ditch 5 was read into the record. Administrator Myron Jesme presented a timeline of the ditch system. President Nelson turned the meeting over to Legal Counsel Sparby to address the legal standards involved in the hearing and its process. Sparby indicated that the hearing is being videotaped and will be available for viewing at the RLWD office. It was also noted that the appropriate notices as required by statute had been given. Engineer Nate Dalager, HDR Engineering, Inc. presented information regarding the usefulness and function of the ditch system as it related to the possible abandonment of Judicial Ditch 5, RLWD Project No. 102. After public comments and Board discussion was had, the hearing was closed. Legal Counsel Sparby stated that as the drainage authority, the District has substantial discretion one way or the other if it would choose to abandon the ditch system. President Nelson asked Mr. Dalager for his recommended elevation of the outlet culvert in order for the drainage system to still have useful benefit. Dalager recommended an elevation of 1426. Manager Torgerson questioned if landowners within the benefitted area would be responsible for the repairs? Sparby indicated that all future maintenance would part of the system and paid by the benefitted area should the abandonment of the system not be approved. Motion by Dwight, seconded by Ose, to deny the Petition for Abandonment of RLWD Project #102, Judicial Ditch 5 based upon the fact that the drainage system served a useful purpose to property within the system and to the general public. Motion carried with Manager Torgerson opposed. Motion by

Ose, seconded by Page, to repair the drainage system and set the elevation of the outlet of Judicial Ditch 5, RLWD Project No. 102 at an elevation of 1426, as recommended by the Engineer. Motion carried.

Engineer Tony Nordby, Houston Engineering, Inc. appeared before the Board to update the Board on the status of the proposed Black River Impoundment, RLWD Project No. 176. Nordby stated that he submitted the Plans and Breach Analysis Report to the DNR-Dam Safety. Nordby also indicated that Administrator Jesme and himself will be attending a conference call with DNR staff this afternoon to review the documents. Permitting and wetland documents are completed and will be submitted next week. The Technical Evaluation Plan (TEP) Committee will complete field verification soon. Nordby discussed the RRWMB Star Value spreadsheet as it is used to evaluate the benefit and need for the project. Currently the total project cost is \$7.8 million. It was noted that Houston Engineering, Inc. is currently over budget on the engineering fees. Nordby stated that even with the cost overrun, Engineering costs will still fall in the 15% to 18% of the total project costs. It was the consensus of the Board, to authorize Houston Engineering, Inc. to submit all billing for engineering fees incurred and the District staff will continue to monitor engineering bills as the project proceeds forward.

The Board read a letter from landowner, Jim Nelson who lives along RLWD Ditch 14/Thief River Falls FDR Project, RLWD Project No. 171/171A, thanking the staff for maintenance recently completed on the ditch system.

Motion by Sorenson, seconded by Torgerson, to adjourn the meeting. Motion carried.

LeRoy Ose, Secretary

RED LAKE WATERSHED DISTRICT
Financial Report for June 27, 2018

Ck#	Check Issued to:	Description	Amount
online	EFTPS	Withholding for FICA, Medicare, and Federal taxes	\$ 3,591.75
online	MN Department of Revenue	Withholding taxes	661.44
online	Public Employees Retirement Assn.	PERA	2,482.50
online	EFTPS	Withholding for FICA and Medicare	210.66
online	MN Department of Revenue	Withholding taxes	50.00
36862	Ashley Hitt	Meal per diem	72.00
36863	Ameripride Services Inc.	Rug rental	33.70
36864	Elroy Aune	TR1W1P mileage	50.14
36865	Roger Beiswenger	Viewer's Association meeting registration, mileage, and meal	107.97
36866	Raymond Benson	TR1W1P mileage	65.40
36867	Brault Construction	Remove snow from Proj. 169 (\$2200) & Proj. 81(\$520) ditches	2,720.00
36868	Cenex Credit Card	Gas for 2 vehicles	153.80
36869	David Dalager	Mileage for Pine Lake PWT	56.68
36870	Delta Dental	Dental insurance premium	437.45
36871	Mike Drangsveit	TR1W1P mileage	21.80
36872	Further (was SelectAccount)	Monthly FSA account fees	8.85
36873	Houston Engineering, Inc.	*Engineering fees-see below for explanation	64,945.52
36874	Curtis Hunt	TR1W1P mileage	111.18
36875	Ihle Sparby & Haase PA	** Legal Services-see below for explanation	5,724.00
36876	Floyd Jesme	Spray yard for weeds	590.00
36877	Myron Jesme	Mileage and per diem meals for RRWMB mtg. & MAWD tour	488.03
36878	Red River Watershed Mgmt. Board	1st Qtr taxes	964,894.52
36879	Marco	Monthly fee for MS Office 365	187.50
36880	Nelson Ink Promotional Product	500 pens	215.00
36881	Dale M. Nelson	Mileage	43.60
36882	Northwest Beverage, Inc.	H2O for office	15.50
36883	LeRoy Ose	Mileage and per diem meals for MAWD tour	538.55
36884	Pennington County Treasurer	2-15" flapgates for Ditch 10, Proj. 161	587.82
36885	Quill Corporation	Literature holders, business card holder,copy paper, stylus pens	154.40
36886	Richards Publishing	Legal ads for Pine Lake bid opening & JD 5 Abandonment hearing	283.25
36887	RMB Environmental Laboratories	Lab analysis of watershedwide water samples	5,941.00
36888	Darrold Rodahl	TR1W1P mileage	8.17
36889	SpeeDee Delivery	Overnight delivery of water quality samples	22.63
36890	Sun Life Financial	Staff life insurance premium	139.12
36891	Thief River Ford	Oil change, replace wipers, replace air filter-2011 Ford	97.84
36892	Ihle Sparby & Haase PA	** Legal Services-see below for explanation	36.00
36893	Northwestern Mutual Financial	Deferred Compensation	554.10
online	Aflac	Staff paid insurances	465.74
	Payroll		
	Check #11431 -11438 & 7437-7438		<u>12,225.67</u>
	Total Checks		\$ 1,068,993.28

***Houston Engineering, Inc.**

Proj. 01E Website Maintenance	1,271.50
Proj. 176 Black River Impoundment	<u>63,674.02</u>
TOTAL	64,945.52

**** Ihle Sparby & Haase PA**

Proj. 01 Administrative	4,050.00
Proj. 50E Blackduck Lake Outlet	36.00
Proj. 102A Four Legged Lake PWT	954.00
Proj. 176 Black River Impoundment	558.00
Proj. 178 Thief River Westside FDR	<u>162.00</u>
TOTAL	5,760.00

Northern State Bank

Balance as of June 13, 2018	\$ 356,325.70
Total Checks Written	(1,068,993.28)
Receipt #016555 First National Bank-Bemidji-quarterly interest payment	529.32
Receipt #016556 Polk County-current, delinquent and special assessments	1,072,621.55
Receipt #016557 Beltrami County-current, delinquent and special assessments	149,932.52
Receipt #016558 Red Lake County-current, mineral and special assessments	243,493.52
Receipt #016559 Red River Watershed Management Board-Proj. Acceleration grant-Black River	8,000.00
Receipt #016562 NW Service Cooperative-Wellness program reimbursement	60.00
Receipt #016563 State of Minnesota-TR1W1P	<u>101,872.00</u>
Balance as of June 27, 2018	<u>\$ 863,841.33</u>

Border State Bank

Balance as of April 30, 2018	\$ 18,156.86
Receipt #016547 Monthly interest	<u>4.13</u>
Balance as of May 31, 2018	<u>\$ 18,160.99</u>

American Federal Bank-Fosston

Balance as of June 13, 2018	\$ 934,762.71
Receipt #016553 Roseau County-Current tax settlement	236.92
Receipt #016554 Marshall County-Current, delinquent and special assessment	81,113.05
Receipt #016560 Mahnomen County-Estimated tax settlement	2,028.07
Receipt #016561 Clearwater County-current,delinquent and special assessments	<u>355,954.83</u>
Balance as of June 27, 2018	<u>\$ 1,374,095.58</u>

Red Lake Watershed District
as of June 27, 2018

<u>Name of Institution</u>	<u>Purchase</u>	<u>Int. Rate</u>	<u>Mat. Date</u>	<u>*Maturity Amount</u>
10010 Northern State Bank (checking)	\$ 863,841.33	0.70%		\$ 863,841.33
10020 Border State Bank (Investor savings) Thief River Falls	\$ 18,160.99	0.25%		\$ 18,160.99
10030 American Federal Bank Fosston	\$ 1,374,095.58	1.20%		\$ 1,374,095.58
10470 CDARS-Bank of America, Charotte, NC monthly interest payment via ACH	\$ 200,000.00	1.25%	7/5/2018	\$ 200,000.00
10240 CDARS-TriState Capital Bank-Pittsburgh 12 mos. CD, int. paid monthly	\$ 200,000.00	1.40%	8/9/2018	\$ 200,000.00
10550 Citizens State Bank, Roseau #59137 18 mos.(int.pd semi-annually)	\$ 200,000.00	1.05%	9/3/2018	\$ 200,525.00
10760 Ultima Bank Minnesota-Fosston (1076) #16623 12 month CD semi-annual int.	\$ 200,000.00	1.00%	10/2/2018	\$ 201,002.74
10770 CDARS-Bank of China, NY Interest direct deposited monthly	\$ 243,500.00	1.50%	10/18/2018	\$ 243,500.00
10770 CDARS-Great Plains National Bank Interest direct deposited monthly	\$ 113,000.00	1.50%	10/18/2018	\$ 113,000.00
10770 CDARS-MainStreet Bank Interest direct deposited monthly	\$ 243,500.00	1.50%	10/18/2018	\$ 243,500.00
10830 Edward Jones-Morgan Stanley Interest paid at maturity	\$ 200,000.00	1.50%	10/30/2018	\$ 203,000.00
10650 First National Bank-Bemidji-12 mos. CD #94230 Qtrly interest-direct deposit(1065)	\$ 200,000.00	1.05%	12/12/2018	\$ 201,582.19
10660 CDARS-Amarillo National Bank, TX 12 mos. CD, int. paid monthly	\$ 146,500.00	1.50%	1/17/2019	\$ 146,500.00
10660 CDARS-Conway, AR 12 mos. CD, int. paid monthly	<u>\$ 53,500.00</u>	1.50%	1/17/2019	<u>\$ 53,500.00</u>
	<u>\$ 4,256,097.90</u>			<u>\$ 4,262,207.83</u>

VIEWERS CONTRACT

This Agreement for Viewers Services on, Red Lake Watershed Ditch No. 16 – Project 177, between Jerry Bennett; Roger Beiswenger and Rob Wagner hereinafter referred to as the “Viewers”, and the Red Lake Watershed District, political subdivisions of the state of Minnesota (hereinafter referred to as the “Drainage Authority”).

SCOPE OF DUTIES, the “Drainage Authority” appoints the “Viewers” to conduct a determination of benefits on Lake Watershed Ditch No. 16 – Project 177.

“VIEWERS” shall provide its services as reasonably required to represent the “Drainage Authority” and shall take reasonable steps to keep the “Drainage Authority” informed of progress and to respond to “Drainage Authority” inquires. “Drainage Authority” and its representatives shall be truthful with “Viewers”, cooperate and keep “Viewers” informed of developments and abide by this contract and pay bills on time.

FEES, the “Drainage Authority” agrees to pay each of the “Viewers” respectively named in this contract for their services at the rate of \$50.00/hour.

COSTS AND EXPENSES, in addition to paying fees, the “Drainage Authority” shall reimburse “Viewers” for all costs and expenses incurred by “Viewers” including but not limited to postage, office photo copying and mileage at the rate of 0.54 per mile.

STATEMENTS, the “Viewers” shall send the “Drainage Authority” monthly billing statements for fees and costs incurred. Upon request “Viewers” will furnish statements within 10 days.

LEAD VIEWER, the “Viewers” are a member of a three viewer team identified in this contract. The team acknowledges and agrees to name a lead viewer to ensure unity and consistency of its effort in performing the viewing services. The lead viewer shall be the main point of contact for the “Drainage Authority” and/or its designee for the exchange of information and reporting to the respective Boards.

POC, the Drainage Authority agrees to name a designated Point of Contact (POC) for the “Drainage Authority’s exchange of information and to function as the primary point of contact with the Viewers.

INDEPENDENT CONTRACTOR, the “Viewers” relationship with the “Drainage Authority” during the term of this contract shall be that solely of an independent contractor and shall not be deemed to be the Drainage Authority’s employees, agents or servants. The “Viewers” shall be responsible for its own acts during performance of its duties as “Viewers” as provided under MS 103E. Claims or legal actions arising out of the redetermination of benefits process under Minnesota law administered by the “Drainage Authority” including appeals over the Viewers findings, benefits and damages shall be the sole responsibility of the “Joint Drainage Authority” The “Viewers” shall be responsible for payment of all federal, state and local taxes or contributions impose or required under workers compensation insurance, unemployment insurance, social security and income taxes with respect to the “Viewers” engaged in the performance of these services.

DISCHARGE OR WITHDRAW, the “Drainage Authority” may discharge “Viewers” at any time. “Viewers” may withdraw with “Drainage Authority” consent or for good cause. Good cause includes breach of this contract, “Drainage Authority” refusal to cooperate, provide data required to complete the viewing process (i.e. NWI maps, shape files, aerial maps, historic drainage records, ditch right-of-way, hydraulic data etc.) follow advice on a material matter or any fact circumstance that would render the “Viewers” to represent unlawful or unethical conduct.

CONTRACT TERM, this contract shall commence on the effective date of June 18, 2018 and continue thereafter until the determination of benefits is complete and the “Drainage Authority” finalized the proceedings including issued a final order, adopting the Viewers Report and statement of benefits and damages and until the proceedings are finalized and the order for determination of benefits is in full force and effect (the “Contract Term”).

LEGAL NOTICE, the "Drainage Authority" will be responsible for the mailing of all legal notices including notices to property owners for informational meetings, final hearing notice in cooperation with the County Auditor(s) and preparation of property owners reports required under Minnesota Law.

DISCLAIMER OR GUARENTEE, nothing in this contract and nothing in the "Viewers" statement to "Drainage Authority" constitutes as a promise or guarantee about the outcome of the "Drainage Authorities" matter. "Viewers" comments about any outcomes to this matter are expression of opinion only.

DATE: _____

RED LAKE RIVER WATERSHED DISTRICT

By _____

It's Chairman of the Board

By _____

It's Board Secretary

Jerry A. Bennett, Viewer

Roger Beiswenger, Viewer

Rob Wagner, Viewer

June 2018

TO: Myron Jasme,

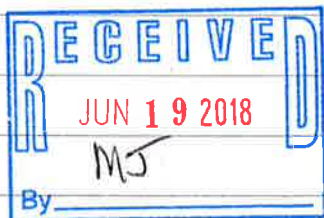
Writing in regards to Ditch
#16 Project #177. of own property
in Section 36.

I feel my family see no need
for this ditch as there is one
to the north & south. In all the
years we owned this land there
has been no real problem.

With a little effort some water
could be diverted to the ditch to the
north. With low commodity prices and
high real estate taxes this is not
need at this time.

Thank You

Donald J. Vonorch





COUNTY COMPREHENSIVE LOCAL WATER PLANNING STATE REVIEW AGENCIES REVIEW ROSTER

The following agencies (except EQB) will receive: the notice of plan update; the Priority Concerns Scoping Document, final plan review draft, and all proposed amendments. Send only the final plan review draft to EQB. All documents can be submitted electronically via email attachment, website link, or electronic storage device (CD, jump/flash/thumb drive) unless otherwise noted. BWSR must receive paper copy, an email attachment or electronic storage device of all submitted documents (website link not acceptable) in order to maintain a record of the submittal. If submitting via a website link, the submittal MUST be posted to the website on or before the date of submittal and the document(s) posted should not be edited or removed until after the review period is complete.

Area	Name	Address	Email and phone
Minnesota Department of Agriculture			
Statewide	Jeff Berg Agency Policy Specialist	MN Department of Agriculture 625 Robert Street North St. Paul, MN 55155	jeffrey.berg@state.mn.us Phone: 651-201-6338
see DNR regional map	Minnesota Department of Natural Resources ****Send to statewide contact <u>AND</u> appropriate region****		
Statewide	Barbara Weisman Clean Water Operations Consultant	MNDNR Box 25, 500 Lafayette Road St. Paul, MN 55155	barbara.weisman@state.mn.us Phone: 651-259-5147
NW Region Region 1	Nathan Kestner Regional Manager Ecological & Water Resources Division	MNDNR 2115 Birchmont Beach Road NE Bemidji, MN 56601	nathan.kestner@state.mn.us Phone: 218-308-2626
NE Region Region 2	Mike Peloquin EWR Regional Manager Ecological & Water Resources Division	MNDNR 1568 Hwy 2 Two Harbors, MN 55616	Mike.Peloquin@state.mn.us Phone: 218-327-4417
Central Region Region 3	Dan Lais Regional Manager Ecological & Water Resources Division	MNDNR 1200 Warner Road St. Paul, MN 55106	dan.lais@state.mn.us Phone: 651-259-5766
SW Region Region 4	Rob Collett Regional Manager Ecological & Water Resources Division	MNDNR 21371 State Highway 15 New Ulm, MN 56073	robert.collett@state.mn.us Phone: 507-359-6050

see MDH regional map	Minnesota Department of Health ****Send only to appropriate region****		
NW	Jenilynn Marchand Regional Planner	Health Department 705 Fifth Street NW, Suite A Bemidji, MN 56601	Jenilynn.Marchand@state.mn.us Phone: 218-308-2153
NE	Chris Parthun Regional Planner	Health Department 705 Fifth Street NW, Suite A Bemidji, MN 56601	Chris.Parthun@state.mn.us Phone: 218-308-2109
Central, N of Metro	George Minerich Regional Planner	Health Department 3333 W. Division St., Suite 212 St. Cloud, MN 56301	george.minerich@state.mn.us Phone: 320-223-7314
Central, W of Metro	Karen Voz Regional Planner	Health Department 3333 W. Division St., Suite 212 St. Cloud, MN 56301	karen.s.voz@state.mn.us Phone: 320-223-7322
Metro	John Freitag Regional Planner	Health Department 625 Robert Street N. P.O. Box 64975 Saint Paul, Minnesota 55164	john.freitag@state.mn.us Phone: 651-201-4669
SW Region	Amanda Strommer Regional Planner	Health Department 1400 E. Lyon Street Marshall, MN 56258	amanda.strommer@state.mn.us Phone: 507-476-4241
SE Region	Jennifer Ronnenberg Regional Planner	Health Department 18 Wood Lake Drive SE Rochester, MN 55904-5506	jennifer.ronnenberg@state.mn.us Phone: 507-206-2734
Minnesota Pollution Control Agency			
Statewide	Juline Holleran	Pollution Control Agency 520 Lafayette Road North St Paul, MN 55155	juline.holleran@state.mn.us Phone: 651-757-2442 Fax: 651-297-8676

See BWSR map	Minnesota Board of Water and Soil Resources ****Send to both appropriate Regional Manager <u>AND</u> Board Conservationist****		
Northern Region	Ryan Hughes Northern Region Manager	BWSR 394 South Lake Avenue, Room 403 Duluth, MN 55802	ryan.hughes@state.mn.us Phone: 218-723-4752 Fax: 218-723-4794
Central Region	Kevin Bigalke Central Region Manager	BWSR 520 Lafayette Road North St. Paul, MN 55155	kevin.bigalke@state.mn.us Phone: 651-297-2906 Fax: 651-297-5615
Southern Region	Ed Lenz Southern Region Manager	BWSR 1400 East Lyon Street Marshall, MN 56258	ed.lenz@state.mn.us Phone: 507-537-6374 Fax: 507-537-6368
Environmental Quality Board ****Send ONLY final official review draft****			
Statewide	Erik Dahl	Environmental Quality Board 520 Lafayette Road North St Paul, MN 55155	Erik.Dahl@state.mn.us 651-757-2364

State Review Agencies: Please send any changes to the above contact list to Annie.felix-gerth@state.mn.us.

**Resolution to Incorporate the Summary of Watercourses
into the Red Lake Watershed District
Watershed Management Plan**

Whereas; Minnesota Statutes Chapter 103F.48 requires soil and water conservation districts (SWCDs) in consultation with local water management authorities, to develop, adopt, and submit to each local water management authority within its boundary a summary of watercourses.

Whereas; The Board of Water and Soil Resources has adopted Buffer Law implementation Policy #6 'Local Water Resources Riparian Protection ("Other Watercourses")' which identifies steps SWCDs are required to take in developing said inventory.

Whereas; Red Lake County, Pennington, East Polk, West Polk, Beltrami, Clearwater, Marshall, Koochiching, Mahnomen, and Itasca SWCD have all adopted a **Descriptive or Map** inventory of other watercourses and provided it to Red Lake Watershed District.

Whereas; Red Lake Watershed District recommends that implementation of buffers or other practices on these waters be voluntary in nature through the **Comprehensive Local Water Management Plan**.

Whereas; Minnesota Statutes Chapter 103F.48 requires a local water management authority that receives a summary of watercourses identified under this subdivision must incorporate an addendum to its comprehensive local water management plan or comprehensive watershed management plan to include the SWCD recommendations by July 1, 2018.

Whereas; Minnesota Statutes Chapter 103F.48 does not require a plan amendment as long as a copy of the included information is distributed to all agencies, organizations, and individuals required to receive a copy of the plan changes.

Therefore be it resolved that; The summary of watercourses or "other waters" for Red Lake Watershed District shall be incorporated as an addendum in its current local watershed management plan.

Be it further resolved that; Red Lake Watershed District Board of Managers authorizes staff to provide a copy of the addendum and any supporting information to be distributed to all agencies, organizations, and individuals required to receive a copy of the plan changes.



Enbridge Energy, Limited Partnership
26 E Superior Street Suite 309
Duluth, MN 55802

Date: 6-18-2018

Red Lake Watershed District
1000 Pennington Avenue South
Thief River Falls, MN 56701

Re: Permit expiration date extension request

Dear Leon Sanderson, Engineering Assistant

The Line 3 Replacement Project Construction will most likely proceed past the 1-year permit duration of our Red Lake Watershed Permit, June 14, 2019.

I would like to request an additional one year for a total permit duration of two years for this permit.

A two-year permit duration would allow us time for construction of the new Line 3 Pipeline. It may not be enough time for the Line 3 Decommission work of the old pipeline to follow so I will ask for additional year at that time if needed.

If you agree with this extension, please sign below.

Sign: _____

Date: _____

Thank you for your time in advance.

A handwritten signature in blue ink that reads 'Patrick Dechant'.

Patrick Dechant
CWR Permit Agent
Shared Land Services
(US Projects)
303-570-6636
patrick.dechant@enbridge.com

RED LAKE WATERSHED DISTRICT PERMIT NUMBER 18025

In the matter of the application of: Enbridge Energy Limited Partnership, 26 East Superior Street, Suite 309, Duluth, MN 55802

Pursuant to Minnesota Statutes Chapter 103D, the Permit and Drainage Rules of the Red Lake Watershed District, and on the basis of the statement and information contained in the permit application submitted by applicant, including all letters, maps, and other supporting data furnished by applicant, all of which are made a part hereof by reference, permission is hereby granted to Enbridge Energy Limited Partnership address for the purposes of notice and other communications pertaining to this permit is 26 East Superior Street, Suite 309, Duluth, MN 55802 the purpose of doing the work applied for with the following exceptions, changes, and/or special conditions: **The Red Lake Watershed District (RLWD) Board of Managers discussed your permit application at their June 14, 2018 board meeting. The permit application was approved with the following conditions:**

- ❖ **The affected railroad, road and/or ditch authority must also grant approval – as proposed work will be within designated Right-of-Way**
- ❖ **Based on drainage area and flows, at some locations it may be necessary to install more than one line of pipe culverts**
- ❖ **As stated on the permit application; “Each crossing will have a culvert able to maintain hydraulic capacity of each road ditch” – this shall also pertain to all other temporary crossings (for example only; legal drainage systems, rivers, streams, natural drains, etc.)**
- ❖ **Proposed installations shall not cause any adverse impacts under normal conditions, – if emergency conditions arise, applicant shall have equipment available to remove the entrance in a timely manner**
- ❖ **After work is completed, all temporary entrances shall be removed and all disturbed areas restored to preconstruction conditions.**

This permit is granted subject to the following provisions:

- 1) This permit is permissive only and shall not release the permittee from any liability or obligation imposed by Minnesota Statutes, Federal Law or Local Ordinances and shall be subject to all conditions and limitations now or hereafter imposed by law. The Red Lake Watershed District makes no representations to the applicant in granting the permit that the proposed work complies or does not comply with the existing law. No liability shall be imposed upon or incurred by the District or any of its officers, agents or employees, officially or personally, on account of the granting of this permit, or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees or contractors relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claim or right of action of the District against the permittee, its agents, employees, or contractors for violation of or failure to comply with the provisions of the permit or applicable provisions of law.
- 2) Work authorized under this permit shall be completed by June 27, 2019, unless extended by the District.
- 3) The permittee shall grant access to the site at all reasonable times during and after construction to authorized representatives of the District for inspection of the work authorized by this permit.
- 4) This permit may be terminated by the District without notice at any time deemed necessary for the management of the water resources of the District, or in the interest of the public health and welfare, or for violation of any of the provisions of this permit.

Dated this 27 day of June, 2018.

Red Lake Watershed District



Myron Jesme, Administrator

P.A. No. 18025



Permit # 18-025

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
	Enbridge Energy Limited Partnership	26 East Superior Street, Suite 309 Duluth, MN 55802		tel:715-919-6789 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: Township: Range: **None** Section: **None** 1/4:

(4) Describe in detail the work to be performed. **Install and remove temporary driveway installations and heavy equipment crossings for access to pipeline right of way for construction of Line 3 replacement pipeline project.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Construction needs temporary driveway installations and heavy equipment crossings for access to work sites.**

Status

Status	Notes	Date
Approved	None	June 14, 2018
Received	None	May 10, 2018

Conditions

P.A. #18025 – Enbridge Pipeline – Temp. access entrances The Red Lake Watershed District (RLWD) Board of Managers discussed your permit application at their June 14, 2018 board meeting. The permit application was approved with the following conditions: ■ The affected railroad, road and/or ditch authority must also grant approval – as proposed work will be within designated Right-of-Way ■ Based on drainage area and flows, at some locations it may be necessary to install more than one line of pipe culverts ■ As stated on the permit application; “Each crossing will have a culvert able to maintain hydraulic capacity of each road ditch” – this shall also pertain to all other temporary crossings (for example only; legal drainage systems, rivers, streams, natural drains, etc.) ■ Proposed installations shall not cause any adverse impacts under normal conditions, – if emergency conditions arise, applicant shall have equipment available to remove the entrance in a timely manner ■ After work is completed, all temporary entrances shall be removed and all disturbed areas restored to preconstruction conditions.

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 18-044

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Todd and Debra Stanley		72552 Hwy 89 NW Grygla, MN 56727		tel:218-689-1399 mobile: fax:

General Information

(1) The proposed project is a:

Tiling

(2) Legal Description

(3) County: **Marshall Township: Espelie Range: 39 Section: 10 1/4:**

(4) Describe in detail the work to be performed. **Install pattern tile with lift station pump and gravity.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Improved drainage.**

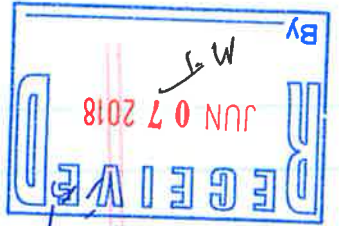
Status

Status	Notes	Date
Approved	None	June 28, 2018
Received	None	June 7, 2018

Conditions

P.A. #18044 – Todd/Deb Stanley – tile – re-apply of #16184 (expired) The Red Lake Watershed District (RLWD) approves the pattern tile project and lift station. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval, and must meet their specs/conditions. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. ■ Note: Please be aware of, and review the ‘bullet points’ on the bottom half of the application. For proposed work on lands not owned by applicant, he/she must obtain, in writing, permission from the affected landowners to perform proposed work. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



~~Stacy J. Clark~~

Please extend this permit. In 2017 we did the work in sections 11 & 14. We installed lift stations and mains in sections 10 and 15. We hope to get half the laterals in 10 and 15 in 2018 and the other half in 2019.

6/1/2018

15

~~Please call with any questions or concerns. This will be a 3-4 year project depending on weather and finances. We are putting entire project on our application so that you can apply project in its entirety.~~

Local description of area to be filed
Section 10 Twp. 154 Rge 39
NW1/4 SW1/4 Section 11 Twp 154 Rge 39
NW1/4 NE1/4, NW1/4 Section 14 Twp 154 Rge 39
NW1/4 Section 15 Twp 154 Rge 39

Supporting information PLWD filing permit?

11/30/2016

RED LAKE WATERSHED DISTRICT
SUBSURFACE TILE DRAINAGE APPLICATION

Date: 1/22/2016
Applicant Name: Todd and Debra Stanby
Contact Address: 72556 Hwy 8100 Soud PA Phone: 218-689-1393
Is applicant landowner? (Y) (N) (if no, list landowner & ph. #): _____
Name of designer: Bill Stanby Phone: 218-280-0031
Name of installer: Stanby Farms Inc Phone: 218-280-1031

Legal description and site map and/or GPS coordinates to accurate scale showing location of all tiles, surface water inlets, outlet(s), lift stations, pumps, and flow control devices; (att. maps): See Attached

Land area to be tiled (acres): 1480 Espolie Reiner Marshall Co Penn-Lo

Type of tiling (circle) Pattern Tile Random Tile _____

Type of outlet (circle) Lift Station/Pump Gravity Other _____

Date proposed plan submitted: Month 11 Day 30 Year 2016

Pump/lift station outlet flow capacity (GPM) 6 x 1000 gpm

- All subsurface tile drainage systems must protect from erosion and include RLWD approved erosion control measures.
- All subsurface tile outlets including lift station pumps, must be located out of a legal drainage system and governmental roadway right of way unless approved by District and must be visibly marked.
- It is recommended that after harvest, tile outlet controls, including lift station pumps, be opened or turned on to remove water from the system unless downstream culverts are freezing.
- Obtaining a permit from the RLWD Managers does not relieve the applicant from the responsibility of obtaining any other additional authorization or permits required by law. (Ex: NRCS, SWCD, Township, County, State, etc.)
- Upon completion of the project, "As Built" plans must be provided to the District.
- Consideration must be made for turning off pumps for short period of times during the summer so maintenance can be performed on public, legal and private drainageways, such as road ditches or private natural field drains.

EXHIBITS. The following exhibits may be requested to accompany the permit application. Two copies, (standard paper size of 8.5 inches by 11 inches), which include:

Signature of Owner or Authorized Agent [Signature]

RLWD staff use:
Permit # 18044 Date received: 6/7/18

Drain tile outlets to: _____
Legal System (Benefited Area): JD-13, CD-32, CD30, CD-20
Culvert size upstream and downstream of tile outlet: VARIOUS 48", 36", 64" ARCH - ALL CSA'S





Permit # 18-042

Status Report: **Tabled**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Aaron Miller		16758 390th Avenue NE Goodridge, MN 56701		tel:218-689-4494 mobile: fax:

General Information

(1) The proposed project is a:

Tiling

(2) Legal Description

(3) County: **Pennington** Township: **Reiner** Range: **39** Section: **34 1/4: NE1/4**

(4) Describe in detail the work to be performed. **Install pattern tile with lift station pump.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Improved drainage.**

Status

Status	Notes	Date
Tabled	None	June 28, 2018
Received	None	June 7, 2018

Conditions

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.

RED LAKE WATERSHED DISTRICT
SUBSURFACE TILE DRAINAGE APPLICATION

Date: 6/4/2018

Applicant Name: Aaron Miller

Contact Address: 16758 390 Ave NE Goodridge Phone: 218-689-4494

Is applicant landowner? (Y) (N) (if no, list landowner & ph. #): _____

Name of designer: Todd Stanley Phone: 218-689-1399

Name of installer: Stanley Farms, Inc. Phone: 218-689-1399

Legal description and site map and/or GPS coordinates to accurate scale showing location of all tiles, surface water inlets, outlet(s), lift stations, pumps, and flow control devices; (att.maps): NE 1/4 Section 34, Twp 154N, Rge 39W

Land area to be tiled (acres): 155

Type of tiling (circle) Pattern Tile Random Tile

Type of outlet (circle) Lift Station/Pump Gravity Other _____

Date proposed plan submitted: Month 6 Day 4 Year 2018

Pump/lift station outlet flow capacity (GPM) 1000 gpm

- All subsurface tile drainage systems must protect from erosion and include RLWD approved erosion control measures.
- All subsurface tile outlets including lift station pumps, must be located out of a legal drainage system and governmental roadway right of way unless approved by District and must be visibly marked.
- It is recommended that after harvest, tile outlet controls, including lift station pumps, be opened or turned on to remove water from the system unless downstream culverts are freezing.
- Obtaining a permit from the RLWD Managers does not relieve the applicant from the responsibility of obtaining any other additional authorization or permits required by law. (Ex: NRCS, SWCD, Township, County, State, etc.)
- Upon completion of the project, "As Built" plans must be provided to the District.
- Consideration must be made for turning off pumps for short period of times during the summer so maintenance can be performed on public, legal and private drainageways, such as road ditches or private natural field drains.

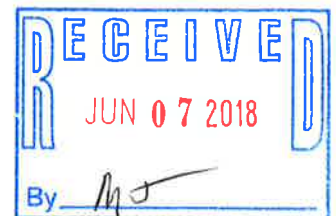
EXHIBITS. The following exhibits may be requested to accompany the permit application. Two copies, (standard paper size of 8.5 inches by 11 inches), which include:

Signature of Owner or Authorized Agent Todd Stanley

RLWD staff use:
Permit # 18042

Date received: 6/7/18

Drain tile outlets to: _____
Legal System (Benefited Area): _____
Culvert size upstream and downstream of tile outlet: _____





Permit # 18-043

Status Report: Tabled

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Aaron Miller		16758 390th Avenue NE Goodridge, MN 56725		tel:218-689-4494 mobile: fax:

General Information

(1) The proposed project is a:

Tiling

(2) Legal Description

(3) County: **Pennington** Township: **Reiner** Range: **39** Section: **35 1/4: NW1/4**

(4) Describe in detail the work to be performed. **Install pattern tile with lift station pump.**

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

Status

Status	Notes	Date
Tabled	None	June 28, 2018
Received	None	June 7, 2018

Conditions

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.

RED LAKE WATERSHED DISTRICT
SUBSURFACE TILE DRAINAGE APPLICATION

Date: 6/4/2018

Applicant Name: Aaron Miller ✓

Contact Address: 16758 390 Ave NE Goodridge Phone: 218-689-4494

Is applicant landowner? (Y) (N) (if no, list landowner & ph. #): (N)

Name of designer: Todd Stanley Phone: 218-689-1399

Name of installer: Stanley Farms, Inc. Phone: 218-689-1399

Legal description and site map and/or GPS coordinates to accurate scale showing location of all tiles, surface water inlets, outlet(s), lift stations, pumps, and flow control devices; (att.maps): NW 1/4 Section 35, Twp 154, rge 39W

Land area to be tiled (acres): 140 Reiner

Type of tiling (circle) Pattern Tile Random Tile

Type of outlet (circle) Lift Station/Pump Gravity Other If economical and approved bore to

Date proposed plan submitted: Month 6 Day 4 Year 2018 pump on west side of highway

Pump/lift station outlet flow capacity (GPM) 1000 gpm

- All subsurface tile drainage systems must protect from erosion and include RLWD approved erosion control measures.
- All subsurface tile outlets including lift station pumps, must be located out of a legal drainage system and governmental roadway right of way unless approved by District and must be visibly marked.
- It is recommended that after harvest, tile outlet controls, including lift station pumps, be opened or turned on to remove water from the system unless downstream culverts are freezing.
- Obtaining a permit from the RLWD Managers does not relieve the applicant from the responsibility of obtaining any other additional authorization or permits required by law. (Ex: NRCS, SWCD, Township, County, State, etc.)
- Upon completion of the project, "As Built" plans must be provided to the District.
- Consideration must be made for turning off pumps for short period of times during the summer so maintenance can be performed on public, legal and private drainageways, such as road ditches or private natural field drains.

EXHIBITS. The following exhibits may be requested to accompany the permit application. Two copies, (standard paper size of 8.5 inches by 11 inches), which include:

Signature of Owner or Authorized Agent Todd Stanley

RLWD staff use: Permit # 18043 Date received: 6/7/18

Drain tile outlets to: _____
Legal System (Benefited Area): _____
Culvert size upstream and downstream of tile outlet: _____





Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Todd Stanley		72552 Hwy 89 NW Grygla, MN 56727		tel: mobile: 218-689-1399 fax:

General Information

- (1) The proposed project is a:
Tiling
- (2) Legal Description
- (3) County: **Beltrami** Township: **Lee** Range: **38** Section: **3 1/4: SW1/4**
- (4) Describe in detail the work to be performed. **Install pattern tile with lift station pump.**
- (5) Why is this work necessary? Explain water related issue/problem being solved. **Drainage.**

Status

Status	Notes	Date
Approved	None	June 28, 2018
Tabled	I recommend this permit be "tabled" until after the 2018 Spring melt. This will allow for adequate time to observe runoff conditions, water elevations, flow patterns and to determine existing culvert sizes.	Feb. 22, 2018
Received	None	Jan. 17, 2018

Conditions

P.A. #18002 – Previously "Tabled" The Red Lake Watershed District (RLWD) approves the pattern tile project, which outlets to an existing lift station. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval, and must meet their specs/conditions. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. ■ Note: Please be aware of, and review the 'bullet points' on the bottom half of the application. For proposed work on lands not owned by applicant, he/she must obtain, in writing, permission from the affected landowners to perform proposed work. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 18-036

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Rodney Mosher		27327 400th Avenue NE Grygla, MN 56727		tel:218-684-5676 mobile: fax:

General Information

(1) The proposed project is a:

Tiling

(2) Legal Description

(3) County: **Beltrami** Township: **Lee** Range: **38** Section: **10 1/4: NE1/4**

(4) Describe in detail the work to be performed. **Install pattern tile with gravity outlet.**

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

Status

Status	Notes	Date
Approved	None	June 28, 2018
Received	None	May 31, 2018

Conditions

P.A. #18036 The Red Lake Watershed District (RLWD) approves the pattern tile project with a ‘gravity’ outlet. If any work is within a public road and/or public ditch Right-of-Way, applicant shall contact the appropriate road/ditch authority for their approval, and must meet their specs/conditions. Directly downstream of the tile and/or pump station(s) outlets, applicant shall ensure that adequate grade and drainage is provided. ■ Note: Please be aware of, and review the ‘bullet points’ on the bottom half of the application. For proposed work on lands not owned by applicant, he/she must obtain, in writing, permission from the affected landowners to perform proposed work. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 18-045

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
	Pennington County Highway Department	250 125th Avenue NE Thief River Falls, MN 56701		tel: 218-683-7017 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Pennington** Township: **River Falls** Range: **43** Section: **1 1/4: NE1/4**

(4) Describe in detail the work to be performed. **Replace existing 18" culvert**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Existing culvert is damaged and needs to be replaced.**

Status

Status	Notes	Date
Approved	None	June 14, 2018
Received	None	June 11, 2018

Conditions

P.A. #18045 Pennington Co. Hwy. Dept. – River Falls Twp. – sec. 1 - repl. 18" dia. culvert with same; - approve

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 18-047

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Guy Useldinger		PO Box 12305 Grand Forks, ND 568208		tel:218-791-0489 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Polk Township: Nesbit Range: 48 Section: 17 1/4: NW1/4**

(4) Describe in detail the work to be performed. **Remove old culverts and flapgates. Install new culverts with larger openings and longer at two locations.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Culverts are too small, short and are separating.**

Status

Status	Notes	Date
Approved	None	June 28, 2018
Received	None	June 15, 2018

Conditions

P.A. #18047 Red Lake Watershed District (RLWD) approval as per approval of Nesbit Township specs/conditions; proposed work is within township road Right-of Way. For proposed work on lands not owned by applicant, he/she must obtain, in writing, permission from the affected landowners to perform proposed work. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 18-048

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Scott McDonald		32594 225th Street SW Fisher, MN 56723		tel:701-741-2985 mobile: fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Polk** Township: **Nesbit** Range: **48** Section: **8 1/4: SE1/4**

(4) Describe in detail the work to be performed. **Install 2-24" culverts under the township road on the south side of the SE1/4, Section 8 Nesbit Township.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Increase drainage.**

Status

Status	Notes	Date
Approved	None	June 28, 2018
Received	None	June 22, 2018

Conditions

P.A. #18048 Red Lake Watershed District (RLWD) approval to install 2 – 24 in. diameter centerline culverts in township road, as per approval of Nesbit Township specs/conditions; proposed work is within township road Right-of Way. For proposed work on lands not owned by applicant, he/she must obtain, in writing, permission from the affected landowners to perform proposed work. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Applicant Information

Name	Organization	Address	Email	Phone Number(s)
Jim Coauette		27179 300th Street SW Crookston, MN 56716		tel: mobile: 218-280-8199 fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Polk Township: Andover Range: 47 Section: 24 1/4: NE1/4**

(4) Describe in detail the work to be performed. **Remove existing dry (texas type crossing) in DNR protected waters. Install 3 lines 48" diameter culverts, riprap and overflow section, plus clean a portion of stream.**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Need better access to field separated by stream channel.**

Status

Status	Notes	Date
Approved	None	June 28, 2018
Received	None	June 22, 2018

Conditions

P.A. #18049 – re-apply of PA #16116 (expired) Red Lake Watershed District (RLWD) approval as per approval of Mn Department of Natural Resources specs/conditions; proposed work is in the bed of a protected waterway. The RLWD has performed a site survey, designed and set elevations, determined culvert sizes and provided drawings of the proposed project to the applicant. The RLWD will establish an elevation hub, on site prior to the work. For proposed work on lands not owned by applicant, he/she must obtain, in writing, permission from the affected landowners to perform proposed work. Applicant is responsible for utility locates by calling Gopher 1. (1-800-252-1166)

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.



Permit # 18-050

Status Report: **Approved**

Applicant Information

Name	Organization	Address	Email	Phone Number(s)
	Lessor Township	27495 315th Street SE McIntosh, MN 56556		tel: mobile: 218-280-0524 fax:

General Information

(1) The proposed project is a:

Culvert Installation / Removal / Modification

(2) Legal Description

(3) County: **Polk Township: Lessor Range: 41 Section: 23 1/4: NE1/4**

(4) Describe in detail the work to be performed. **Remove existing 30" diameter and replace with new 30" diameter**

(5) Why is this work necessary? Explain water related issue/problem being solved. **Pipe is deteriorated/road safety concerns.**

Status

Status	Notes	Date
Approved	None	June 28, 2018
Received	None	June 22, 2018

Conditions

P.A. #18050 Lessor Twp. - Polk Co. – sec. 23 – replace 30 in. dia. centerline culvert - approve

NOTE: This permit does not relieve the applicant of any requirements for other permits which may be necessary from Township, County, State, or Federal Government Agencies.

Klipping Brothers Construction Co.

Contractor's License #BC637274

PO Box 282

Red Lake Falls, MN 56750-0282

Proposal

5138

218-289-4647 or 218-253-4970

To: Red Lake Watershed District
1000 Pennington Ave S
Theft River Falls, Mn 56701

LICENSE NO. <u>BC-637271</u>	
DATE <u>6-23-18</u>	JOB PHONE NO. <u>289-4647</u>
JOB NAME / NO. <u>Proj # 81 Proj. H 60 C</u>	
JOB LOCATION <u>Rhinel and Euclid East impoundment</u>	

We hereby submit specifications and estimates for:

> Set up and pour 10'x10'x4" thick slab with 1/2" rebar at 24" O.C. At each location. Set existing building on slab and anchor the 4"x4" posts to concrete. Set swallow tower into center. Install roof section back and shingle. Gravel to be provided by others, and not in this bid.

Any permits or variances to be obtained by and paid for by customer.

- Materials for fix roof and anchor down sheds \$420.⁰⁰
 - Concrete slabs and skid Steer - forms - stakes. \$1,400.⁰⁰
 - labor fix shed roofs and anchor down \$780.⁰⁰
- total \$2,600.⁰⁰

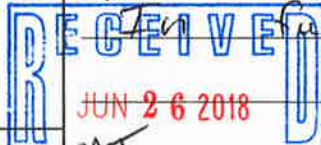
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Two thousand six hundred
dollars and ⁰⁰/₁₀₀ dollars (\$ 2,600.⁰⁰).

Payment to be made as follows:

Full on completion.



You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.

MS Klipping
 Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”), entered into as of 06/14/2018 (the “Effective Date”), is between Gallagher Benefit Services, Inc., a Delaware corporation (“Gallagher”) and **Red Lake Watershed District** (the “Client”).

Gallagher and Client desire to arrange for the provision of services by Gallagher to the Client as set forth herein.

In consideration of the promises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ENGAGEMENT OF SERVICES.** From time to time, Gallagher and Client may enter into Project Assignment(s), for the provision of services provided by Gallagher (Projects). The exact nature and scope of the services shall be agreed, and the scope of services shall be detailed, in a Project Assignment. Each Project Assignment shall be governed by the terms and conditions of this Agreement.

2. **SCOPE OF PROJECT ASSIGNMENTS.** Gallagher will provide any services, functions, or responsibilities related to the services set forth in the Project Assignment that are (a) reasonably required for the proper performance and delivery of such services, functions, or responsibilities in accordance with this Agreement or (b) an inherent part of, or a necessary subpart included within such services, functions or responsibilities.

3. **STANDARD FOR PERFORMANCE.** Subject to the terms of this Agreement, Gallagher will use its best efforts to render the services and complete the Projects by the applicable completion dates.

4. **COMPENSATION.** Client will pay Gallagher a fee for services rendered under this Agreement as set forth in the Project Assignment(s) undertaken by Gallagher. Client shall be responsible for all expenses incurred by Gallagher in the performance of its services under this Agreement except where provided for in the Project Assignment. Upon termination of this Agreement for any reason, Gallagher will be paid fees specified on the Project Assignment for work which is then in progress on a proportional basis, and expenses incurred through the effective date of such termination. Unless other terms are set forth in the Project Assignment(s) for Projects which are in progress, Client will pay Gallagher for services and will reimburse Gallagher for previously approved expenses within thirty (30) days of the date of Gallagher’s invoice. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Gallagher’s relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agent-principal or employer-employee relationship. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client. Furthermore, Gallagher’s engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

6. **CONFIDENTIAL INFORMATION.** Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement (“Confidential Information”). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher’s reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

7. **REPRESENTATIONS AND WARRANTIES.**

7.1. **Gallagher Representations and Warranties.** Gallagher represents and warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards.

7.2. **Client Representations and Warranties.** Client hereby represents and warrants that: (a) materials provided to Gallagher for use in connection with the services provided hereunder will not infringe the intellectual property rights of any third party; and (b) Client has full right and power to enter into and perform this Agreement without the consent of any third party.

7.3. No Other Representations and Warranties.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEES ARE INCLUDED OR INTENDED BY GALLAGHER IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DELIVERABLE, WORK PRODUCT, DOCUMENT OR OTHERWISE. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY GALLAGHER CONCERNING THE MATTERS COVERED BY THIS AGREEMENT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

8. **LIMITED LIABILITY.** Gallagher's liability to the Client and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Gallagher from Client for the particular Project Assignment giving rise to the claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GALLAGHER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for Gallagher, at its sole option and upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Gallagher is at fault, or (ii) return to Client the fees paid by Client to Gallagher for the particular service provided that gives rise to the claim, subject to the limitation contained in this section. Client agrees that it will not allege that this remedy fails its essential purpose.

9. **CLIENT INFRINGEMENT INDEMNIFICATION.** If a third party claims that any information, design, specification, instruction, software, data or material furnished to Gallagher by or on behalf of Client under this Agreement infringes any patent, copyright, trademark or trade secret, Gallagher will promptly notify client in writing. Upon receiving written notice, Client will then defend Gallagher against such claim and Gallagher shall control the defense and all related settlement negotiations, and then Client shall indemnify and hold harmless Gallagher from and against any damages including attorneys' fees, expenses and costs incurred by Gallagher and/or finally awarded against Gallagher for such infringement.

10. **CLIENT INDEMNIFICATION.** Client shall defend, indemnify and hold harmless Gallagher, its parents, subsidiaries and affiliates, and its and their respective directors, officers, members, shareholders, partners, employees, agents, successors and assigns (Indemnified Parties) from any claims, demands, lawsuits, damages, liabilities, costs and expenses (including reasonable fees and disbursements of counsel) and judgments and settlements of every kind (Claims) that may be made by anyone for injuries (including death) to persons or loss or damage to property, including theft, resulting in whole or in part from the acts or omissions of Client including injuries or damages incurred by any person or because Gallagher acts or fails to act based upon the instruction and/or direction of Client or those persons acting on behalf of Client. Upon receiving written notice from Gallagher, Client will then defend Gallagher against such claim and Gallagher at its option shall have the right to select counsel and control the defense and all related settlement negotiations, and then Client shall indemnify Gallagher from and against any damages finally awarded or agreed to be paid for such claim.

11. **TERM AND TERMINATION.** The term of this Agreement will commence on the effective date and shall remain in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. Client shall be responsible to Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement. Upon termination of the Agreement, contingent upon Client's full payment for services and incurred expenses, Gallagher will deliver to Client any and all of its information, forms and documentation.

12. GENERAL PROVISIONS.

12.1 **Assignment and Subcontractors.** Client may not assign this Agreement without Gallagher's prior written consent. Gallagher may deem it necessary to outsource or subcontract all or any portion of the services to be performed by it under this Agreement. If this is necessary, Client will be notified of this and has the right to request a professional of their choice. If the person chosen by the Client requires assistance from Gallagher, Client will be billed for Gallagher's time at its regular hourly rate. This Agreement shall inure to the benefit of, and shall be binding upon, both Gallagher and Client and their respective heirs, legal representatives and permitted assigns.

12.2 **Force Majeure.** Except for Client's payment obligations under this Agreement, neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

12.3 No Legal Advice Intended. The advice given by Gallagher is not intended to be nor shall should it be construed as legal advice. Client is recommended, at its own cost, to have its own independent legal counsel review all documentation provided by Gallagher. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

12.4 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.5 Notices. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by overnight delivery or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by overnight delivery or hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address show on the signature page of Agreement. Either party may change its mailing address by notice as provided by this section.

12.6 Governing Law. The parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of **Minnesota**.

12.7 Enforcement. In the event that Gallagher shall successfully bring an action against the Client with respect to the enforcement, interpretation, or breach of any provision of this Agreement, Client shall pay the amounts incurred by Gallagher with respect to such action, specifically including court costs, expenses and reasonable attorneys' fees.

12.8 Waiver. No waiver by Gallagher of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Gallagher of any right under this Agreement shall be construed as a waiver of any other right. Gallagher shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.9 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by Gallagher for Client. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the matters set forth therein.

12.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile, with such delivery having the same effect as delivery of an original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

Red Lake Watershed District

By: _____
Myron Jesme

1000 Pennington Ave. South
Thief River Falls, MN 56701

Gallagher Benefit Services, Inc.

By: _____
{Insert Signor's Name}

{Insert Gallagher Office Address}
{Insert Gallagher Office Address}

Project Assignment

1. **Review of job descriptions:**
This will include a review of the job descriptions and 30 minute interview of each employee. Cost is \$350 per job description.
2. **Complete a market analysis:**
This will include a survey of comparable jobs in the local and regional market for similar jobs. Cost is \$2,800.
3. **Upgrade Job Wages:**
This will involve updating the pay grades based on the market data. Cost is \$1,000. The cost to place employees into the pay grade based on their seniority is an additional \$1,000.
4. **Confirm evaluations:**
This will involve evaluating the jobs using DBM to confirm the evaluations. The cost of this is \$100 per job description.

We can complete this analysis in about 2- 3 months.

Red Lake Watershed District - Administrators Report

June 28, 2018

Red River Watershed Management Board – Leroy and I attended the RRWMB meeting at the Two Rivers Watershed District in Hallock at 9:30 am, June 19, 2018. We have already addressed the funding request for the Thief River Westside FDR Project so will not discuss this item.

Pine Lake Workgroup Meeting – Friday, June 15th, there was a project workgroup meeting held at the RLWD Board Room. Discussion was had on review point #4. There was also discussion had on NRCS funding and Red River Retention update of other projects.

MAWD Summer Tour – LeRoy, Gene, Les, Alan, Brian and I attended the 2018 Minnesota Association Watershed District Summer Tour which ran from June 20 – June 22. I have included in your packet the agenda for the three-day event. I welcome any comments from the Board members who attended the tour.

County Board meetings – Tuesday June 26th, Gene, Terry and I attended the Polk County Board meeting at 10:30 am. Prior to that meeting, it should be noted that Rob Sip, Executive Director RRWMB, met with the Polk County Board to give an overview and answer questions.

Tammy has set up meetings with other Counties and are listed as follows:

Clearwater County on July 10th at 9:00 am

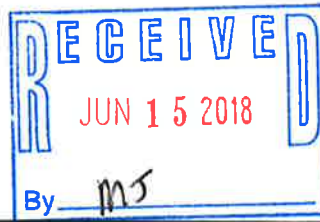
Marshall County on July 17th at 10:30 am (This meeting may have to be canceled due to RRWMB meeting held in Wheaton on the same day)

Beltrami County TBD

Roseau County Addendum to Comprehensive Local Water Plan – I have included in your packet, the notice from Roseau County for an Addendum added to Roseau County Comprehensive Local Water Management Plan which includes their Resolution for other waters in Roseau County.

Vacation – I will be on vacation July 5th and 6th of next week.

Water Quality Report – I have included in your packet Corey's Water Quality Report dated April 2018.



502 7th Street Southwest
Suite 5
Roseau, MN 56751
Phone: 218-463-1903
Website: roseauswcd.org

June 14, 2018

Notice: Addendum added to Roseau County Comprehensive Local Water Management Plan

Last summer Roseau SWCD adopted a summary of "Other Watercourses" for inclusion to the local water plan. According to Minn. Stat. 103F.48 subd 4., each SWCD was required to consult with the local water management authorities and provide these summaries for inclusion into the local water plan. Minn. Stat. 103F.48 subd. 4 further requires that the local water management authorities incorporate this summary into the local water plan no later than July 1, 2018. As Roseau County is the local water management authority, the Roseau County Commissioners passed a resolution (Resolution No. 2018-05-01) on May 8, 2018 adopting the descriptive inventory summary of "Other Watercourses" as an addendum to the Roseau County Comprehensive Local Water Management Plan. The descriptive inventory summary has been enclosed. The summary may also be viewed at <https://www.roseauswcd.org/plans>. Click on Addendum – Other Watercourses.

Thank you,

A handwritten signature in blue ink that reads "Janine Lovold".

Janine Lovold
Water Planner
Roseau County SWCD

Enclosure



502 7th Street Southwest
Suite 8
Roseau, MN 56751

Phone: 218-463-1903
Website: roseauswcd.org

Resolution # 2017-02

Other Waters - Roseau County

Whereas; Minnesota statues 103F.48 requires SWCDs in consultation with local water management authorities, to develop, adopt, and submit to each local water management authority within its boundary a summary of watercourses for inclusion in the local water management plan.

Whereas; The summary of watercourses has been commonly referred to as "other waters".

Whereas; The Roseau SWCD believes the purpose of identifying "other waters" is to be inclusive of all watercourses where water quality would benefit from the voluntary installation of a buffer or filter strip.

Whereas; Current state and federal programs exist to provide landowners with incentives to voluntarily install buffer or filter strips.

Whereas; Current State and Federal programs have eligibility criteria for watercourses where water quality would benefit from the installation of a buffer or filter strip.

Whereas; Producing a map of all the watercourses meeting the eligibility criteria would be time consuming and may not be inclusive of all watercourses where water quality would benefit from the installation of a buffer or filter strip.

Therefore be it resolved that; The summary of watercourses or "other waters" for Roseau County shall be descriptive in format instead of in map format.

Be it further resolved that; the description of watercourses to be included in the summary of watercourses or "other waters" **shall be;** All watercourses deemed eligible for the adjacent land to be voluntarily enrolled into a buffer or filter strip practice under the current eligibility criteria for state and federal programs. Excluding those watercourses depicted on the DNR buffer protection map.

A list of watercourses included in this descriptive inventory are;
Perennial streams, Seasonal streams depicted on USGS topographic maps,
Perennial streams, Seasonal streams depicted on soil survey maps,
Identified by onsite visits, and drainage ditches that are perennial or seasonal streams

By Corey Hanson, Red Lake Watershed District Water Quality Coordinator. 6/4/2018.

- ✓ Clearwater River Watershed Restoration and Protection Strategy Project
- ✓ Progress on the Upper/Lower Red Lakes Watershed Restoration and Protection Strategy
- ✓ Cameron Lake, Lake Leader Article



Red Lake Watershed District Flow Monitoring Program

Deployment of water level loggers for the 2018 monitoring season began in April.

Clearwater River Watershed Restoration and Protection Strategy (WRAPS) Project

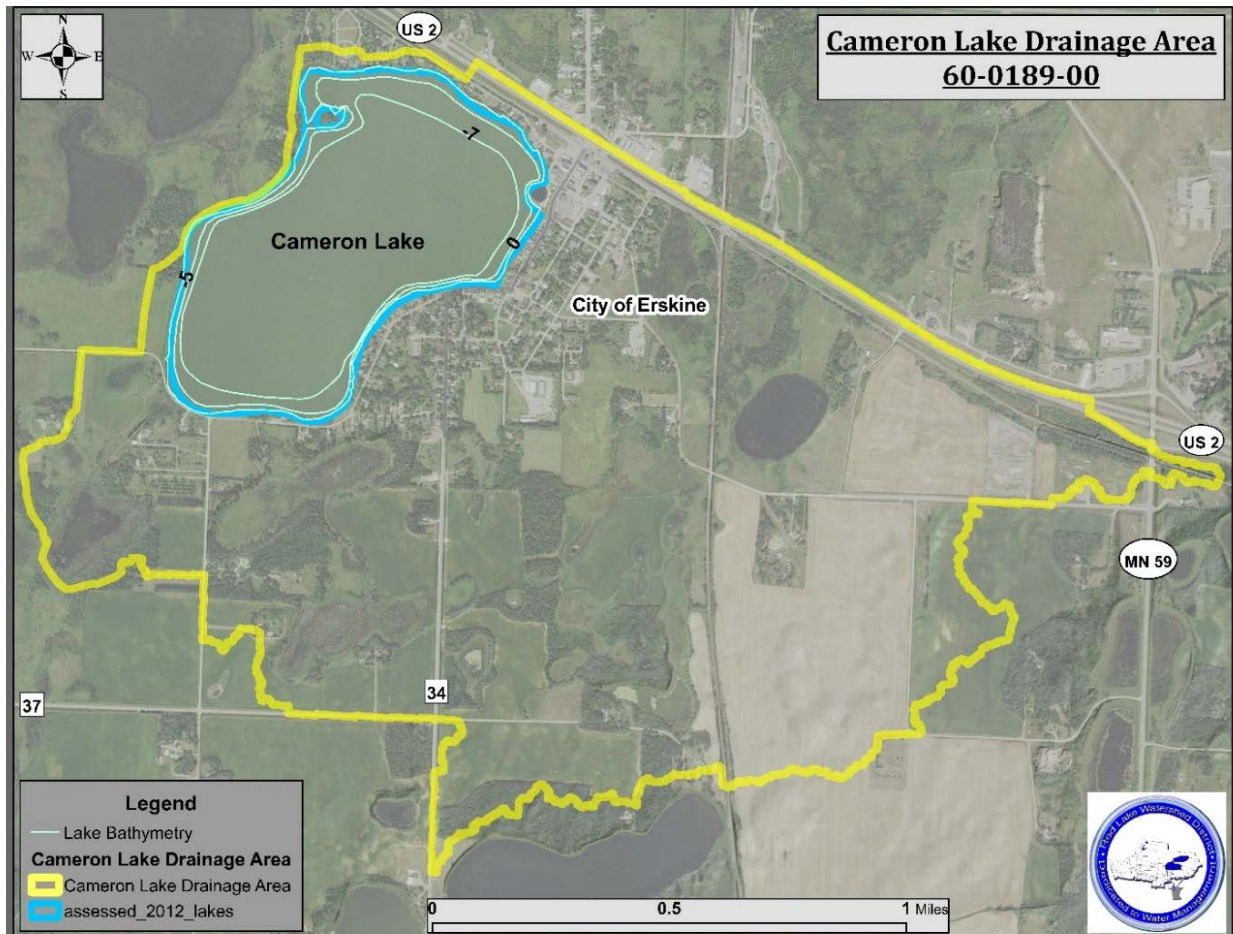
The contract for this project ended on March 31, 2018. An extension was granted and eventually executed on April 18, 2018.

- Objective 5 – Stream Channel Stability Assessment
 - MN DNR staff provided a draft version of the Clearwater River Watershed Fluvial Geomorphology report for use in writing the Clearwater River WRAPS and TMDL reports. General comments (not overly detailed, since it was a rough draft) were provided to the MN DNR.
- Objective 9 – Civic Engagement
 - Articles were written for the East Polk SWCD's Lake Leader newsletter. The SWCD decided to use one of the articles – about Cameron Lake. The article has been included in this report – on the following page.

Cameron Lake Will Be Targeted with Projects to Improve Water Quality

Cameron Lake is a small, shallow lake located within the city of Erskine in northwestern Minnesota. The lake is listed as impaired for aquatic recreation due to excess phosphorus, excess chlorophyll-a, and poor water clarity. Algal blooms can be severe in Cameron Lake. Because of the eutrophication problems, the recreational value of the lake (fishing, swimming, and boating) is low. The water quality within Cameron Lake deteriorated to the point that the public beach, located on the northeast shore, was separated from the rest of the lake with a dike and filled with city water.

A 1997 investigative study identified causes of the eutrophication (excess nutrients) problem within Cameron Lake. The lake is most likely experiencing internal nutrient loading from nutrient rich sediments that mix into the water column from the bottom of the lake. The sources of this sediment include historical discharge of sewage and creamery wastewater into the lake in addition to current stormwater runoff. There is little flushing of the nutrients out of the lake because the lake has minimal outflow relative to the inflow. The 1997 study monitored stormwater and natural inlets to the lake and found that stormwater outlets along 2nd Street and 3rd Street were contributing the most phosphorus to the lake. The East Polk SWCD and the Red Lake Watershed District are collaborating to collect more data from the lake, seek funding for projects, implement projects to reduce the amount of phosphorus that is entering the lake, and find a way to reduce the amount of phosphorus that is being mixed into the water column from the lake bottom.



Upper/Lower Red Lakes Watershed Restoration and Protection Strategy

District staff attended the April 24, 2018 public open house event for the Upper/Lower Red Lakes WRAPS project in Kelliher. An information display board was assembled for the meeting. The meeting was well attended and there was constant conversation with attendees during the “open house” portion of the event. Attendees showed great interest in improving/protecting water quality and asked very good questions.



The Upper/Lower Red Lakes Fluvial Geomorphology Report is now available online (<https://wrl.mnpals.net/islandora/object/WRLrepository%3A2957>). Some highlights and recommendations from the report include:

- An undersized and damaged culvert needs to be replaced along Perry Creek.
- Cattle access has damaged stream banks along Darrigan’s Creek. Portions of the channel are over-widened.
- Grade stabilization is needed along Shotley Brook, North Branch of the Battle River, and the South Cormorant River.
- Buffers, upland erosion control, and vegetative cover improvements are needed on many reaches due to fine soils.
- An assessment of road crossings for fish passage is recommended for Perry Creek and Pike Creek.
- Abandon purposeless ditches in peatlands.

The following two pages include a sampling of maps and photos from the report.

RED LAKE WATERSHED DISTRICT MONTHLY WATER QUALITY REPORT

April 2018

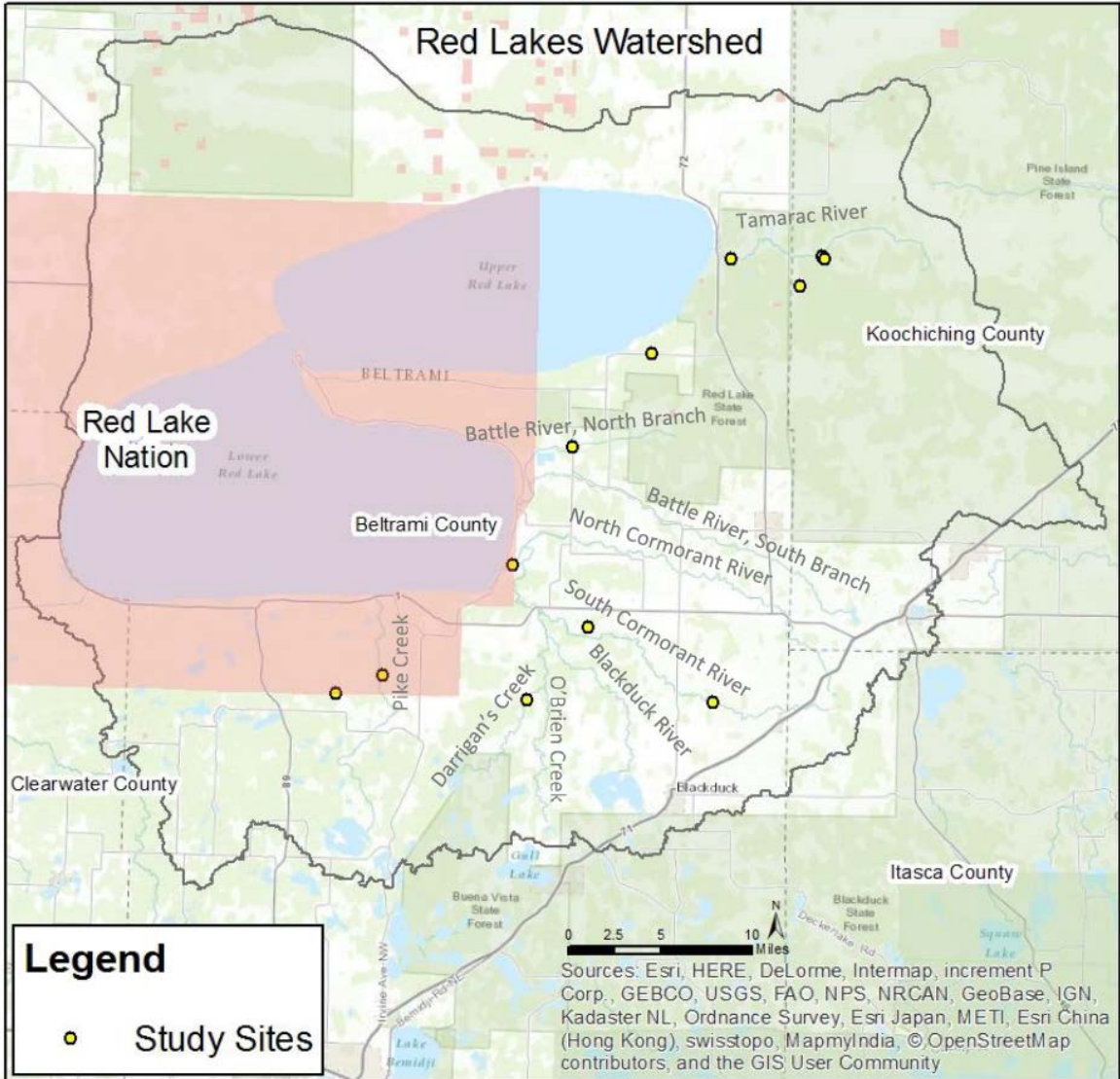


Figure 23. Darrigans Creek on 6/28/2016. The left photo is upstream of the fence line and the right photo is downstream.

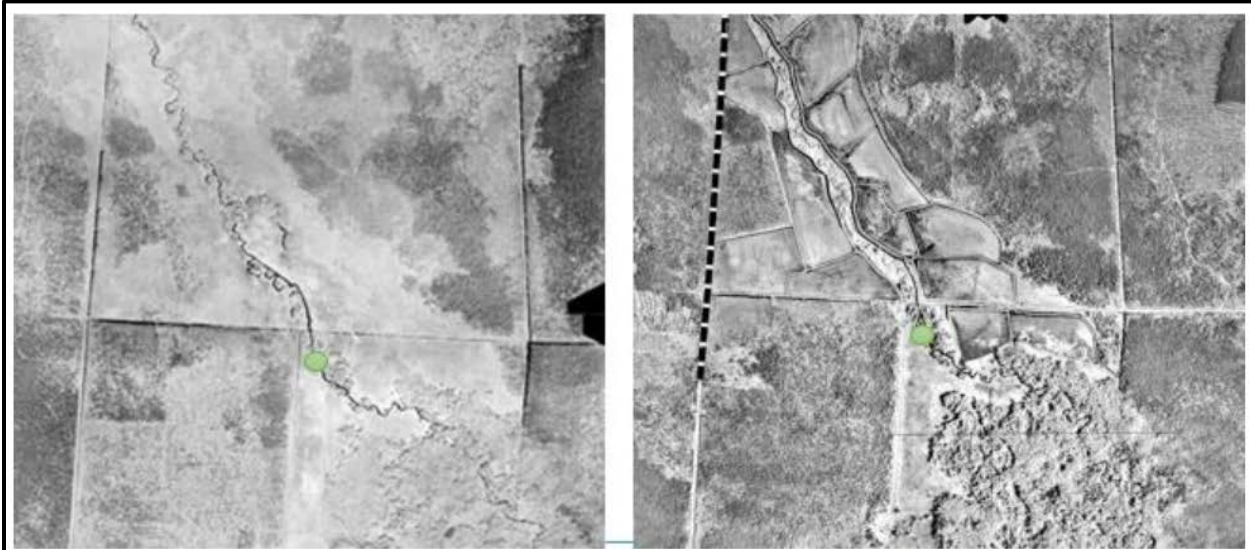


Figure 8. Historical aerial imagery of the Little Tamarac River site. The photo on the left was taken in 1949 and the right in 1973.



Figure 22. Road crossing on Perry Creek, downstream of assessment on 6/28/2016.

Thief River One Watershed One Plan (1W1P)

- A meeting of the policy committee, advisory committee, and the project work group was held on April 11, 2018.
- District staff created a GIS layer of HUC12 subwatersheds that include impaired waters for use in the Thief River watershed zonation process.
- District staff created a GIS layer that marks (with a polygon) all known (photodocumented) erosion problems in the Thief River watershed that will be used for the Thief River Watershed zonation process.
- The restoration and protection prioritization table and one of the maps (to see how it looks) were edited to include planning regions.
- District staff completed an initial review of Section 3.

Thief River Watershed Restoration and Protection Strategy

The MPCA is still working on a review of the Thief River WRAPS and TMDL reports. In April, some minor edits were made to TMDL calculation tables to address “rounding errors” in which the rounded values didn’t add up to totals (even though the actual, calculated totals were correct).

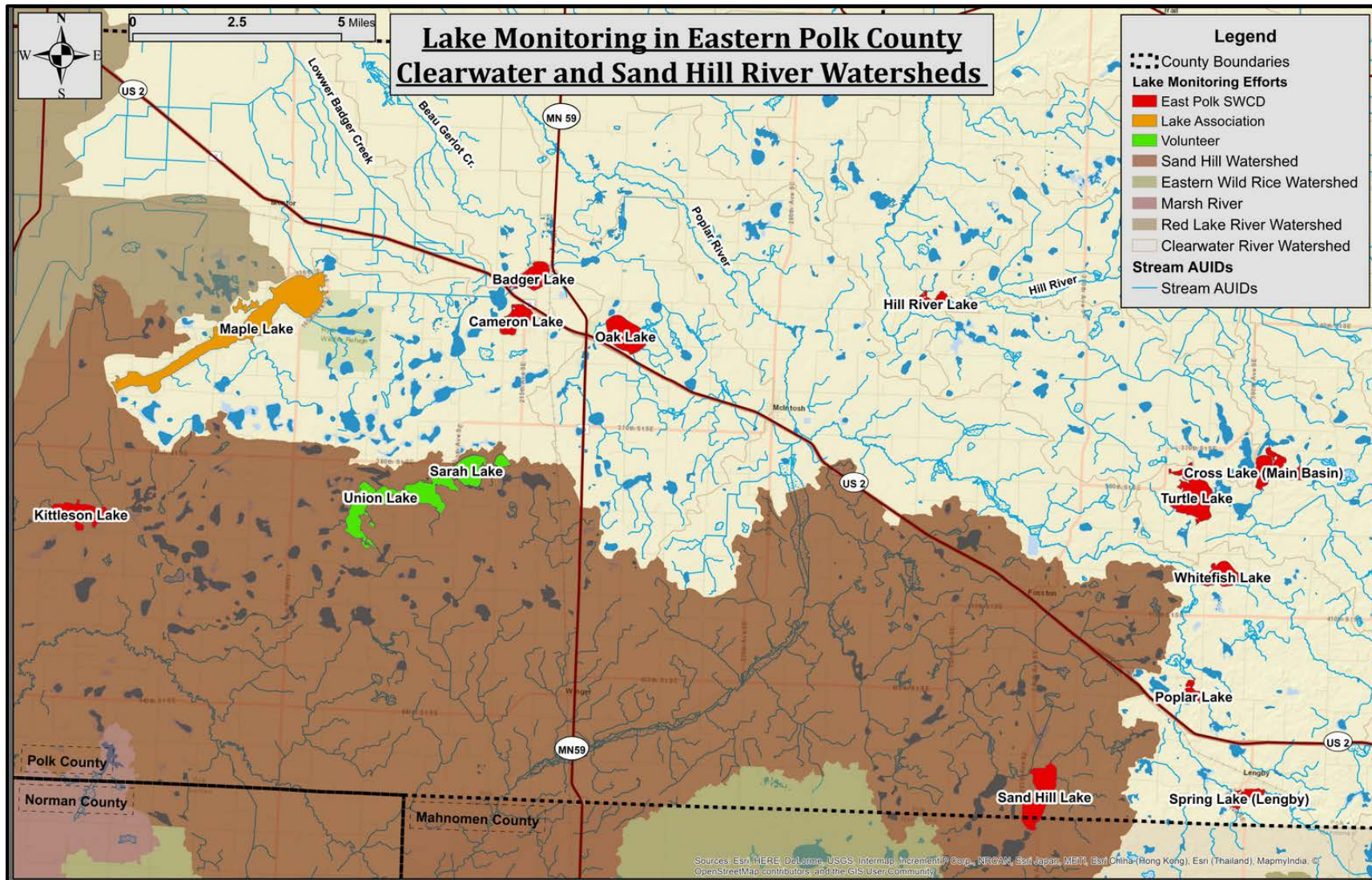
Other Notes

- Water quality related notes from the April 12, 2018 Red Lake Watershed District Board of Mangers meeting:
 - Pennington SWCD submitted a request for a financial donation for the Area I Envirothon. The Area I Envirothon will be held on April 25, 2018, at Agassiz National Wildlife Refuge. Motion by Tiedemann, seconded by Sorenson, to donate \$300 to the Area I Envirothon to promote education and awareness of water quality issues. Motion carried.
- Water quality related notes from the April 26, 2018 Red Lake Watershed District Board of Mangers meeting:
 - Sarah Mielke and Rachel Klein, East Polk SWCD, appeared before the Board to discuss the East Polk Lake Monitoring Program located within the Clearwater River Watershed. The East Polk SWCD is requesting funding in the amount of \$1,980 per year over a period of three years for a total of \$5,940. Funds from the District would cover the costs of the RMB Lab analysis at 9 sites throughout the Clearwater River Watershed. Motion by Torgerson, seconded by Sorenson, to approve cost share in the amount of \$5,940 for the East Polk SWCD Lake Monitoring Program from the District’s Water Quality Funds, RLWD Project No. 46. Motion carried. A map of the lakes that will be monitored by the SWCD is included in this report.
- As a favor to the Bois de Sioux Watershed District, District staff reviewed the Bois de Sioux Watershed Restoration and Protection Strategy report and the Bois de Sioux Watershed Total Maximum Daily Load report and provided comments.

- A February 2018 Water Quality Report was written:
<http://www.redlakewatershed.org/waterquality/MonthlyWQReport/2018%2002%20February%20Water%20Quality%20Report.pdf>
- A March 2018 Water Quality Report was written:
<http://www.redlakewatershed.org/waterquality/MonthlyWQReport/2018%2003%20March%20Water%20Quality%20Report.pdf>
- The Beltrami SWCD gifted the RLWD with large, detailed, vintage maps of groundwater and aquifers in the Red Lake River watershed. These maps can be made publicly available when they are digitized.
- MPCA responses to comments on the Draft 2018 List of Impaired Waters were reviewed. The MPCA used the information that the District provided about the Poplar River Diversion to reclassify that waterway so that a TMDL will not be required for the dissolved oxygen impairment.
- Four HOBO water level loggers were shipped to Onset to receive replacement batteries and “tune-ups.”
- The City of Grand Forks is working with the West Polk SWCD to plan a tree planting project that will reduce the amount of sediment that runs off or is blown into a ditch on the north end of East Grand Forks.
- A 2018 plan for the RLWD long-term monitoring program was completed.
- The MPCA recognized several wastewater treatment facilities within the RLWD for operational excellence from October 2016 through September 2017, including Clearbrook, Crookston, Bagley, and Kelliher.

RED LAKE WATERSHED DISTRICT MONTHLY WATER QUALITY REPORT

April 2018



April 2018 Meetings and Events

- **April 3, 2018** - East Polk County SWCD Lakes Monitoring Meeting
- **April 3, 2018** - An extension for the Red Lake River Watershed Restoration and Protection Strategy project was executed
- **April 10, 2018** - District staff attended a PTMApp training session at Northland Community and Technical College in Thief River Falls
- **April 11, 2018** – Thief River One Watershed One Plan meeting (advisory committee, policy committee, and planning work group)
- **April 11, 2018** – Thief River Watershed Zonation Meeting
- **April 18, 2018** - An extension for the Clearwater River Watershed Restoration and Protection Strategy project was executed
- **April 19, 2018** – Thief River One Watershed One Plan conference call to discuss Section 3 of the plan
- **April 24, 2018** – Upper/Lower Red Lakes WRAPS Open House event in Kelliher
- **April 25, 2018** – Thief River One Watershed One Plan Project Working Group conference call
- **April 26, 2018** – Thief River zonation process conference call

Red Lake Watershed District Monthly Water Quality Reports are available online:

<http://www.redlakewatershed.org/monthwq.html>.

Learn more about the Red Lake Watershed District at www.redlakewatershed.org.

Learn more about the watershed in which you live (Red Lake River, Thief River, Clearwater River, Grand Marais Creek, or Upper/Lower Red Lakes) at www.rlwdwatersheds.org.

“Like” the Red Lake Watershed District on [Facebook](#) to stay up-to-date on RLWD reports and activities.

Tammy Audette

From: gene tiedemann <gtiedemann@rrv.net>
Sent: Monday, June 25, 2018 10:15 AM
To: Tammy Audette
Subject: Fw: Pat Olson's water damage.

Categories: M-Files

-----Original Message-----

From: DOUGLAS G ISACKSON
Sent: Friday, June 22, 2018 12:20 PM
To: Myron Jesme ; Dale M. Nelson ; Gene Tiedemann ; LeRoy Ose ; Terry Sorenson ; Les Torgerson ; Allan Page ; Brian Dwight
Subject: Pat Olson's water damage.

I'm sending the results of my recent examination of Pat's reputed loss of CRP land due to the rise in the level of Four Legged Lake. The majority of the 30 acres mentioned by her has been planted into trees & has been dropped from CRP due to the expiration of her enrollment period. It was not eligible for reassignment because it was determined that there was no environmental reason to continue it in a CRP program. I was able to get this information at the Clearwater County seat in Bagley. I find this information highly disturbing because the board member that seconded the motion to turn down the land owners petition for abandonment of the public ditch expressed his reason for doing so was based on the loss of Pat Olson's farm land due to high water. The information on her land is and has been readily available to anyone that would have looked into her claims of damage. It seems to me that the board has been negligent in not doing so.

Sincerely,
Douglas G. Isackson

IHLE SPARBY & HAASE PA

Attorneys At Law
312 Main Avenue North
PO BOX 574
Thief River Falls, MN 56701

PAUL IHLE, Retired
DELRAY SPARBY
NATHAN HAASE

TELEPHONE: 218-681-7373
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ihlespar@mncable.net

June 22, 2018

Dudley Township
Attn: Township Clerk
P.O. Box 31
Leonard, MN 56652

Dear Dudley Township:

This correspondence is in response to your letter dated June 21, 2018. The statute cited therein applies to improvement and repair of drainage systems within the metropolitan area and would not have application to the drainage system under discussion..

103D.621 DRAINAGE IMPROVEMENTS.

Subdivision 1. Findings.

The legislature finds that because of urban growth and development in the metropolitan area problems arise for the improvement and repair of drainage systems which were originally established for the benefit of land used for agriculture. The procedure for improvement and repair of drainage systems now in the metropolitan area should be simplified to more adequately and economically improve and repair drainage systems. (Emphasis added).

The proper statute to be considered is found in Minnesota State Statute 103E.525, (*See also, Matter of Red Lake Watershed Project # 119, Minn. Court of Appeals, No. C5-97-1900, May 5, 1997, WL 881169, unpublished.*)

Dudley Township Letter
June 22, 2018
Page Two

103E.525 CONSTRUCTING AND MAINTAINING BRIDGES AND CULVERTS.

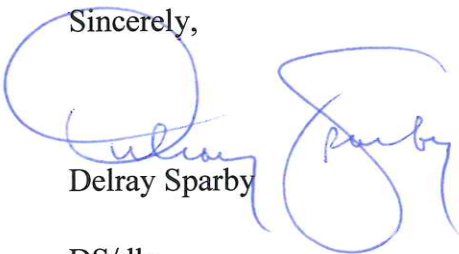
...§Subd. 2. Road authority responsible for construction.

*Bridges and culverts on public roads required by the construction or improvement of a drainage project or system must be constructed **and maintained by the road authority** responsible for keeping the road in repair, except as provided in this section. (Emphasis added).*

Pursuant to said statute, the Township, as the road authority, is responsible for the maintenance of the culvert. It is my understanding that the Red Lake Watershed will be issuing a repair Order to the Township related to the setting of the culvert at the Board and Engineer specified repair elevation. It will then be forwarded to the County Auditor for delivery to the Township. If the Township does not perform its statutory duty of maintenance of the culvert, within the time specified, the Red Lake Watershed District will then proceed to have the maintenance work performed and the cost of the same will be assessed against the Township, as the Road Authority responsible for culvert maintenance.

Should you have any further questions related to this matter, please feel free to contact our office.

Sincerely,



Delray Sparby

DS/dls

cc. Steve M. Fenske
Myron Jesme, Administrator RLWD

Dudley Township

Home of the Four Legged Lakes
Leonard, MN 56652

June 21, 2018

Delray Sparby, Legal Counsel
Red Lake Watershed District
1000 Pennington Avenue S.
Thief River Falls, MN 56701

Dear Mr. Sparby:

As Township Board representatives for Dudley Township in Clearwater County, we understand that your Board passed a motion authorizing construction of an outlet culvert which runs through the township road, at your June 14th meeting.

In consultation with our attorney, this letter serves as a reminder that in accordance with Minnesota Statute 103D.621 Subd. 4, you must obtain the agreement of the Township Board who are the authority over this road, prior to beginning any construction in or through the road or the right of way of our road.

If you believe our attorney is in error, please cite the statutes that would support another position.

Sincerely,

Rodney Rhen
968-2341

Rodney Rhen
P.O. Box 35
Leonard, MN 56652

Supervisor
Cc: Myron Jesme

CELE 556-9484

David Rongstad
968-2256

David Rongstad
23929 Soo Line Road
Leonard, MN 56652

Supervisor

Chairman

Leslie Hinrichs
766-2292

Leslie Hinrichs
40504 Hwy 23
Shevlin, MN 56676

Lorraine Rhen

From: "Niki Walters" <strandsstore@hotmail.com>
Date: Monday, October 23, 2017 5:05 PM
To: <rhensnest@gvtel.com>
Subject: Fw: Power to lower a culvert

From: Steve Fenske <SFenske@mntownships.org>
Sent: Monday, October 23, 2017 12:11 PM
To: Niki Walters
Subject: Power to lower a culvert

Hi Niki,

I had a conversation with Rodney and he asked me to send an email with my response.

Question: can the county or the watershed district lower a township owned culvert under a town road?

Answer: I don't see any power given to a watershed district to lower a township culvert without the town board's agreement. This assumes there is not an emergency situation. The town board should ask the county or watershed district what statute they believe gives them power to move a township culvert within the right of way.

Minn. Stat. ch 103D regulate watershed districts, and they are granted several powers. But I don't see a power to act within a township without the township board's consent. For example, Minn Stat. 103D.621, subd. 4 says:

With the concurrence of the governing bodies of the cities and the town boards of the towns where the drainage system is located, the managers of a watershed district where there is a drainage system may improve and repair any drainage system transferred to the watershed district under section 103D.625 by conforming to sections 429.031; 429.041, subdivisions 1 and 2; 429.051; 429.061; and 429.071.

This says the watershed managers must have the agreement of the township before they can improve or repair the drainage system. This also means they must have an identified "drainage system" to improve. A drainage system is defined as "a system of ditch or tile, or both, to drain property, including laterals, improvements, and improvements of outlets, established and constructed by a drainage authority. "Drainage system" includes the improvement of a natural waterway used in the construction of a drainage system and any part of a flood control plan proposed by the United States or its agencies in the drainage system." See Minn. Stat. 103E.005, subd. 12.

The watershed district may declare an emergency and perform work under that condition, but they must first find a clear and imminent danger to the health or welfare of the people of the watershed district. See Minn. State 103D.615. A project to reduce seasonal or occasional flooding probably would not amount to an emergency because there is no imminent threat to people.

Even if the watershed or county does not have the power to lower the culvert, the town could agree to it to maintain a good relationship with other entities. You would want to make sure the DNR issued a Public Waters Work Permit if one is needed, because lowering a culvert usually requires DNR approval. You will also want to ensure the county or watershed district is paying the costs and will not assess the township for any cost.

Sincerely,

Steve M. Fenske
Attorney; Member Services & Government Relations
Minnesota Association of Townships
805 Central Avenue East
St. Michael, MN 55376-0267
(763) 497-2330 – Main Office
(800) 228-0296 – Toll Free
(763) 497-3361 – Fax



STATE OF MINNESOTA

OFFICE OF THE ATTORNEY GENERAL

SUITE 900
445 MINNESOTA STREET
ST. PAUL, MN 55101-2127
TELEPHONE: (651) 297-1075

June 11, 2018

Mr. Delray Sparby
Attorney at Law
Ihle Sparby & Haase P.A.
312 Main Ave. N.
P.O. Box 574
Thief River Falls, MN 56701

Dear Mr. Sparby:

I thank you for your email correspondence received on May 9, 2018, on behalf of the Red Lake Watershed District Board of Managers ("Board").

You state that the Red Lake Watershed District ("District") was established pursuant to Minnesota Statutes chapter 103D, and it encompasses a large geographical area containing land in several counties. You indicate that the District includes land on which the Red Lake Reservation is located. The Red Lake Reservation is a closed reservation in which all lands are held communally by the Red Lake Band of Chippewa Indians ("Band"), a federally-recognized tribe. The Red Lake Tribal Council ("Tribal Council") is the governing body of the Band.

You state that the Band has requested that the District's Board include a manager appointed by the Band's Tribal Council. As attorney for the District Board, you ask the following questions:

- (1) whether the Board of Water and Soil Resources ("BWSR") could address the appointment to the District Board of a manager by the Band's Tribal Council;
- (2) whether a statutory amendment is needed to allow the appointment and representation of a Band member to the Board; and
- (3) whether other state boards or boards of political subdivisions of the State of Minnesota have tribal members and, if so, how such appointment was accomplished.

Statutory Framework

Minnesota Statutes chapter 103D sets out the roles and responsibilities of BWSR as it relates to watershed districts. BWSR is authorized to act on petitions requesting establishment of a watershed district by holding a hearing and, after determining that the proposed watershed

district would benefit the public welfare and public interest, ordering the establishment of the watershed district. Minn. Stat. §§ 103D.205-103D.231. BWSR also is given the authority to grant or deny petitions requesting the following actions for existing watershed districts: boundary changes; withdrawal of territory; enlargement; consolidation of multiple districts; and termination. *See* Minn. Stat. §§ 103D.251-103D.271.

Once BWSR orders the establishment of a watershed district, the watershed district becomes “a political subdivision of the state with the power, authority, and duties prescribed” in Minnesota Statutes chapter 103D. Minn. Stat. § 103D.225, subd. 6. BWSR’s role in ongoing oversight of a watershed district is narrowly circumscribed and is primarily in the form of review and approval of watershed management plans developed by the board of managers of a watershed district. *See* Minn. Stat. § 103D.401.

With respect to a watershed district board, BWSR is authorized only to appoint the first board of managers. Minn. Stat. § 103D.101, subd. 1(3). BWSR also determines how managers will be distributed among the counties affected by the watershed district. Minn. Stat. § 103D.301. If more than five counties are affected by a watershed district, BWSR may identify “manager areas within the watershed district” and then select “the county board of commissioners for each manager’s area to appoint a manager.” Minn. Stat. § 103D.301, subd. 2. Shortly before expiration of the term of the initial managers—those who were appointed by BWSR—the county commissioners of each county responsible for appointing a manager “must meet and appoint successors.” Minn. Stat. § 103D.311, subd. 2(a). Any person appointed as a manager must be a voting resident of the watershed district and must not be a public officer of the county, state, or federal government, with one exception not relevant here. Minn. Stat. § 103D.311, subd. 1.

Discussion

The Office of the Attorney General has limited jurisdiction under Minnesota law. For instance, it has authority to provide opinions on specific legal questions at the request of attorneys for local governments. It does not, however, have jurisdiction to provide legal advice or recommendations on various courses of action to local officials or governing bodies as that is the appropriate function of their own legal counsel. Thus, this response points you to the statutory framework that applies to the questions you pose. To the extent that the existing statutory language does not answer your questions or answers those questions in the negative, this response provides no legal advice or recommendations but leaves it to the Board to confer with its attorney regarding its options.

First you ask if BWSR could address the issue of appointment of a Band member as a manager to the Board. Given the statutory framework, whether you are asking if BWSR has authority to appoint a member of the Band to the District’s Board, or if BWSR has a role in deciding whether a member of the Band may be appointed as a manager, the answer is no. Under chapter 103D, BWSR may appoint the first set of managers to the board, but all subsequent managers are appointed by county commissioners. Nothing prohibits a Band

member from serving as a manager on the District's Board if he or she is a voting resident of one of the counties comprising the watershed district. A Band member could be appointed by the county commissioners in the same manner any other individual is appointed. BWSR, however, would have no role in such an appointment. Nor does BWSR have authority to allow appointment of managers by the Band's Tribal Council, rather than by county commissioners. The plain language of the statute states that county commissioners will appoint managers and provides no mechanism for appointment of a manager by the Tribal Council. *See* Minn. Stat. § 103D.311, subd. 2(a).

Second you ask whether the issue of having a Tribal Council-appointed manager of the Watershed District would require a statutory amendment. As noted above, the statute provides for county commissioners to appoint managers, and a change to that procedure would likely require a change to the statute.

Other State Boards

Finally, you ask whether other state boards or boards of political subdivisions of the State of Minnesota have board members appointed by tribal councils and, if so, how such appointment was accomplished. The Office of the Attorney General does not maintain records of the membership of state boards or boards of political subdivisions, but I can point you to two statutory provisions that I hope will be helpful in considering a statutory mechanism for tribal participation on the District Board. The following two statutes provide examples of addressing tribal participation in boards.

- Minnesota Statutes section 103C.305, subdivision 5, addresses American Indian tribes or bands in soil and water conservation districts. A member of a board of a soil and water conservation district is called a "supervisor," and supervisors are elected through the state general election. Minn. Stat. § 103C.305. In a supervisor nomination district "entirely within lands of an American Indian tribe or band to which county election laws do not apply," however, a supervisor "shall be elected or appointed as provided by the governing body of the tribe or band." Minn. Stat. § 103C.305, subd. 5.
- Minnesota Statutes section 103F.367, subdivision 8, addresses involvement of the governing body of the Leech Lake Indian Reservation in the Mississippi Headwaters Board. The statute directs the Mississippi River Headwaters Board to "initiate and maintain contacts with the governing body of the Leach Lake Indian Reservation" and to "negotiate a cooperative management and jurisdiction agreement with the reservation governing body." Minn. Stat. § 103F.367, subd. 8.

Delray Sparby
June 11, 2018
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For your convenience, I have enclosed copies of statutes cited above. I hope these comments are helpful to you, and I thank you again for your correspondence.

Sincerely yours,



STACEY W. PERSON
Assistant Attorney General

(651) 757-1412 (Voice)
(651) 297-4139 (Fax)

Encs. Minn. Stat. § 103C.305
Minn. Stat. § 103D.101
Minn. Stat. § 103D.301
Minn. Stat. § 103D.311
Minn. Stat. § 103F.367

103C.305 GENERAL ELECTION OF SUPERVISORS.

Subdivision 1. **Time for election.** Elections must be held at the state general election specified in section 204D.03, subdivision 2. A primary may not be held.

Subd. 2. **Filing for office; affidavit of candidacy.** A candidate for the office of supervisor shall file an affidavit of candidacy with the county auditor of the county in which the district office is located during the period provided for filing affidavits of candidacy for county offices in section 204B.09, subdivision 1. The county auditor accepting affidavits of candidacy shall forward copies of all affidavits filed by candidates for supervisor to the auditor of any other county in which the office is voted on.

Subd. 3. **Ballots.** Ballots shall be prepared by the county auditor. The names of candidates shall be placed on the state general election ballot. The office title printed on the ballot must be either "Soil and Water Conservation District Supervisor" or "Conservation District Supervisor," based upon the district from which the supervisor is to be elected.

Subd. 4. **Election.** Laws relating to elections for county office shall govern to the extent that they are consistent with this section and section 103C.311. The county auditor shall certify the result to the state board. If the district includes land in more than one county, the county auditor shall immediately certify to the state board the vote, as shown by the report of the county canvassing board, for candidates voted for in more than one county. In the latter case, the state board shall certify and publish the result.

Subd. 5. **Election within areas governed by Indian tribes.** In a district where a supervisor nomination district is entirely within lands of an American Indian tribe or band to which county election laws do not apply, a supervisor to represent the district shall be elected or appointed as provided by the governing body of the tribe or band.

Subd. 6. **Vacancy.** (a) If a vacancy occurs in the office of an elected supervisor more than 56 days before the next state primary, the district board shall fill the vacancy by appointment. The supervisor appointed shall hold office until the first Monday in January following the next general election. A successor shall be elected at the general election following the appointment and hold office for the remainder of the term or for the next regular term, whichever is appropriate.

(b) If a vacancy occurs less than 56 days before the next state primary, the district board shall fill the vacancy by appointment. The appointed supervisor shall hold office until the expiration of the term or until the first Monday in January following the second succeeding general election, whichever is shorter. A successor shall be elected at the general election preceding expiration of the appointed term and hold office for the remainder of the term or for the next regular term, whichever is appropriate.

(c) All terms under this subdivision continue until a successor has been elected and has qualified.

History: 1990 c 391 art 3 s 14; 1994 c 646 s 1; 1997 c 173 s 3; 2000 c 467 s 2; 2003 c 104 s 18; 2008 c 244 art 2 s 1; 2013 c 131 art 2 s 4

103D.101 BOARD OF WATER AND SOIL RESOURCES.

Subdivision 1. **District establishment authority.** The board has the authority after the filing of an establishment petition to:

- (1) establish a watershed district;
- (2) define the boundaries of the watershed district; and
- (3) appoint the first board of managers of a watershed district.

Subd. 2. **Investigations.** To implement this chapter and to hold hearings, the chair and members of the board may subpoena witnesses, administer oaths, and compel the production of books, records, and other evidence.

Subd. 3. **Examination of witnesses.** (a) The right to examine and cross-examine witnesses in board hearings is in the same manner as in civil actions.

- (b) All persons must be sworn in before testifying.
- (c) Witnesses must receive the same fees and mileage as in civil actions.

Subd. 4. **Records.** The board must keep a record of all proceedings before it and maintain the record on file. Copies of the record may be obtained on terms and conditions prescribed by the board.

Subd. 5. **Rules of practice.** The board may adopt rules of practice for its proceedings and hearings that are consistent with this chapter and other provisions of law.

History: 1990 c 391 art 4 s 3; 1995 c 199 s 1

103D.301 DISTRIBUTION OF MANAGER POSITIONS.

Subdivision 1. **More than one affected county.** If more than one county is affected by a watershed district, the board must provide that managers are distributed by residence among the counties affected by the watershed district.

Subd. 2. **More than five affected counties.** If more than five counties are affected by a watershed district, the board may provide for the orderly distribution of the managers by identifying the manager areas within the watershed district and selecting the county board of commissioners for each manager's area to appoint a manager.

Subd. 3. **Redistribution.** (a) After ten years from the establishment of the watershed district, the county board of commissioners of a county affected by the watershed district may petition the board to redistribute the managers. After holding a public hearing on redistributing the managers, the board may redistribute the managers among the counties affected by the watershed district if the redistribution is in accordance with the policy and purposes of this chapter.

(b) A petition for the redistribution of managers may not be filed with the board more often than once in ten years.

(c) If more than one county is affected by a watershed district, the board must distribute the one-, two-, and three-year terms among counties affected by the watershed district.

History: 1990 c 391 art 4 s 18

103D.311 APPOINTMENT OF MANAGERS.

Subdivision 1. **Manager qualifications.** A person may not be appointed as a manager who:

(1) is not a voting resident of the watershed district; and

(2) is a public officer of the county, state, or federal government, except that a soil and water conservation supervisor may be a manager.

Subd. 2. **Appointment.** (a) At least 30 days before the terms of office of the first managers named by the board expire, the county commissioners of each county responsible for appointing a manager to the watershed district must meet and appoint successors.

(b) The county commissioners must meet at least 30 days before the term of office of any manager expires and appoint a successor.

(c) A vacancy occurring in an office of a manager must be filled by the appointing county board.

(d) Appointing county boards shall provide public notice before making appointments. Published notice must be given at least once by publication in a newspaper of general circulation in the watershed district at least 15 days before an appointment or reappointment is made. The notice must state that persons interested in being appointed to serve as a watershed district manager may submit their names to the county board for consideration.

Subd. 3. **Nominees for city initiated and metropolitan watershed districts.** (a) If the establishment petition that initiated the watershed district originated from a majority of the cities within the watershed district, the county commissioners must appoint the managers from a list of persons nominated by one or more of the townships and municipalities located within the watershed district. If the district is wholly within the metropolitan area, the county commissioners shall appoint the managers from a list of persons nominated jointly or severally by the towns and municipalities within the district. The list must contain at least three nominees for each manager's position to be filled. The list must be submitted to the county boards affected by the watershed district at least 60 days before the manager's term of office expires. The county commissioners may appoint any managers from towns and municipalities that fail to submit a list of nominees.

(b) If the list is not submitted 60 days before the managers' terms of office expire, the county commissioners must appoint the managers from eligible persons residing in the watershed district.

(c) Managers of a watershed district entirely within the metropolitan area must be appointed to fairly represent the various hydrologic areas within the watershed district by residence of the manager appointed.

Subd. 4. **Record of appointed managers.** A record of all appointments made under this section must be filed with the county auditor of each county affected by the watershed district, the secretary of the board of managers, and the board of water and soil resources.

History: 1990 c 391 art 4 s 20; 1990 c 601 s 3; 1992 c 466 s 1,2; 1995 c 199 s 10

103F.367 MISSISSIPPI HEADWATERS BOARD.

Subdivision 1. **Establishment.** The Mississippi Headwaters Board established by the counties of Clearwater, Hubbard, Beltrami, Cass, Itasca, Aitkin, Crow Wing, and Morrison by agreement entered into on February 22, 1980, pursuant to section 471.59, is established as a permanent board with authority to prepare, adopt, and implement a comprehensive land use plan designed to protect and enhance the Mississippi River and related shoreland areas situated within the counties.

Subd. 2. **Membership.** (a) The board shall consist of eight members. The governing body of each county shall appoint one of its members to serve on the board.

(b) The terms of board members are two years commencing on the first Monday in January of odd-numbered years.

(c) Vacancies on the board shall be filled for the remainder of the term by the governing body that made the original appointment.

(d) The governing body of a county may designate another member of the governing body or a county officer to act as an alternate for the member appointed by that county.

Subd. 3. **Officers.** (a) The board shall annually appoint from among its members a chair, vice-chair, and secretary-treasurer who shall serve for concurrent one-year terms.

(b) The chair shall preside over all meetings of the board and may call special meetings at reasonable times and upon adequate notice when necessary.

(c) The vice-chair shall preside over the meetings of the board in the absence of the chair.

(d) The secretary-treasurer or the designee of the secretary-treasurer shall keep a record of all proceedings of the board. The secretary-treasurer shall provide for the proper receipt and disbursement of funds.

Subd. 4. **Meetings.** (a) The regular meetings of the board shall be held at times and places prescribed by it.

(b) A majority of all members of the board shall constitute a quorum and a majority vote of all members shall be required for actions taken by the board.

Subd. 5. **Staff and contracts.** The board may employ staff and contract for goods and services as necessary to implement sections 103F.361 to 103F.377. Contracts are subject to the statutory procedures and restrictions applicable to county contracts.

Subd. 6. **Funding.** The board shall annually submit to each county for its approval an estimate of the funds it will need from that county in the next fiscal year to prepare and implement the plan and otherwise carry out the duties imposed upon it by sections 103F.361 to 103F.377. Each county shall, upon approval of the estimate by its governing body, furnish the necessary funds to the board. The board may apply for, receive, and disburse federal, state, and other grants and donations.

Subd. 7. **Advisory committees.** The board shall appoint advisory committees, representing a broad geographical area and diverse public interests, and conduct public meetings and hearings necessary to afford the public an opportunity to become fully informed of all deliberations in the preparation and implementation of the plan.

Subd. 8. **Contact with government agencies.** The board shall initiate and maintain contacts with governmental agencies as necessary to properly prepare the plan and shall negotiate cooperative management agreements with the United States Forest Service and Bureau of Land Management and the state Department of Natural Resources. The board, Beltrami, Cass, Hubbard, and Itasca Counties shall initiate and maintain contacts with the governing body of the Leech Lake Indian Reservation and shall negotiate a cooperative management and jurisdiction agreement with the reservation governing body.

History: 1990 c 391 art 6 s 44; 1992 c 476 s 4