

Lac qui Parle-Yellow Bank Watershed District

Regular Meeting Minutes #591

June 4, 2019

Call to Order

The meeting was called to order by Chairman, Darrel Ellefson at 4:30 p.m. at the Lac qui Parle County Courthouse, Commissioners' Room, Courthouse, 600 6th Street, Madison, MN. **Managers present:** Chairman Darrel Ellefson, Vice-Chairman John Cornell, Secretary David Craigmile, Treasurer David Ludvigson, & Publicity Manager Michael Frank. **Managers absent:** none **Staff present:** Administrator Trudy Hastad, Coordinator Mitch Enderson, Drainage Manager Jared Roiland, & Park Manager Ron Fjerkenstad. **Others present:** Rick Slagle, Moore Engineering.

Approval of the Agenda

Chairman Ellefson asked for additions to the agenda. There were no additions. **M/S/P** to approve the agenda:

Motion: David Craigmile, **Seconded:** John Cornell **Passed:** 5-0

Staff Reports:

PARK: Park manager, Ron Fjerkenstad, reported on park activities:

- Ron reviewed the park rules and suggested changes for the proposed update on the rules.
- Discussed the need for some gravel when the roads dry up a bit more. Also discussed the possibility of seal coating the main road. The board suggested talking to the City of Canby to possibly coordinate sealcoating when the City is doing a project in Canby.
- Ron reported it has been a challenge to get the mowing done with the wet weather, but they keep at it.
- Kockelman Construction was out to work on the road. They had to dig up a portion, lay rocks, and add more gravel.
- The "Glen" is where the water settles in the park. Ron is working with renter to prorate his spot for 4th of July.
- Discussed if the Canby Creek would be a spot for the annual canoe trip. Ron thought the water was pretty high, and there were a lot of spots with tree's that would need to be moved. He would probably pick a different stretch for the trip this year.

DRAINAGE MANAGER/INSPECTOR: Jared Roiland reported on monthly activities.

- Working with the SWCD on buffer compliance on County Ditches.
- Attended the County Board meeting on May 7th for the redetermination of benefits hearing for County Ditch #84 and Lateral B of County Ditch #84.
- We met with FEMA and the State on May 8th to show the extent of our County drainage system damage.
- Attended LiDAR training at the college in Marshall on May 20 & May 21.
- Plotting GPS points for each of our documented claims for FEMA flooding aid.
- Darrel & I have been out looking at FEMA flooding relief inspections on the ditch systems and also inspecting work orders that have come in on the ditch systems.
- Continue to update ditch records into drainage DB.

COORDINATOR: Coordinator Mitch Enderson was absent so Hastad read his monthly report:

- Eighty-three ditch system centerlines have been completed for the DRM Grant.
- Set up an account with BWSR that will be used to upload the data DRM data upon completion of the grant.
- Will try and use the KIP scanner for scanning the large ditch maps to see if we get a better quality picture.
- Planning the annual canoe trip for June 14th. Greg Wyum has 10 canoes available to use.
- Trudy & I attended the Upper MN WRAPS meeting in Ortonville where they shared the PTMApp results.
- We have had three applications submitted and approved for SSTS this year.
- Waiting for the weather to clear up and Area II engineer's to get out and do the pre-engineering and surveying for the Canby Creek grant. Cooperation agreements with SWCD need approval and will be finalizing a flow chart and scoring system for upstream project selection.
- DNR is planning to do surveying and scoping of the potential project area June 25/26 and I intend to join at least the first day.
- The Emergency Action Plan for R1, R4, & R6 needs to be updated as was last completed in 2017.

M/S/P to approve the cooperation agreement with the Yellow Medicine & Lincoln County SWCD's for the Canby Creek Grant as attached exhibit A:

Motion by: David Craigmile Second by: Michal Frank Passed: 5-0

WCA – Coordinator Mitch Enderson:

- HRM bank has amendment proposal needing approval. TEP was given opportunity to comment until 5/31 and none were received. Recommend approving basic amendment.
- Attended two day training for WCA. Very beneficial training, especially the first day. There was a lot of discussion on exemptions and drainage related projects that I see frequently with everyone sharing examples of how they deal with the situation.

M/S/P to approve the basic amendment to the HRM wetland bank in Section 4, Maxwell Township as attached exhibit B.

Motion by: David Craigmile Second by: David Ludvigson Passed: 5-0

Treasurers Report: Manager Ludvigson read the Treasurer's report.

M/S/P to approve the Treasurers report.

Motion by: John Cornell Second by: Michael Frank Passed: 5-0

Manager Ludvigson discussed FDIC insurance at the First Security Bank in Canby, or transferring some funds to the Park Expense account. Hastad will check on the bank insurance. Also discussed setting up a rotation schedule for mowers at the park. No action was taken.

The following warrants were presented for approval:

Number	Vendor	Details	04/03/19 to 05/07/19
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General Klein Account:

None

UPB Park Expense Account:

		TOTAL	\$-0-
1057	Yackley Gravel & Excavating	3 hours excavation for water leak	\$375.00
1058	Canby True Value	toilet paper,paper towels, back flow preventer, etc	\$337.36
1059	Lac qui Parle County Auditor/Treas	2019 tabs for 2017 Ford pickup	\$318.00
1060	Lac qui Parle County Environmental	park cell phone	\$45.64
1061	Frontier Communications	park phone, fax, internet	\$280.26
1062	Runnings' Supply, Inc.	battery, bolts, PTO adapter, lock pin, nuts	\$327.54
1063	Canby Builders Supply	lumber	\$170.71
1064	Kockelman Construction	blading @ park & class 3 gravel	\$1,636.60
1065	Lincoln Pipestone Rural Water	water meter @ park	\$52.22
1066	C.A.S. Plumbing & Heating	dig up & repair waterline @ park	\$586.58
1067	Olson Sanitation	trash @ park	\$24.76
1068	Lyon-Lincoln Electric	park electricity	<u>\$1,986.15</u>
		TOTAL	\$6,140.82

UPB GENERAL ACCT:

3626	Lac qui Parle County Auditor/Treasurer	June Health insurance	\$5,070.00
"70-72"	May 20 th payroll	May 1-15 payroll	\$4,691.13
73	Darrel Ellefson	per diem, mileage, expense	\$258.83
74	Darrel Ellefson	April ditch work	\$2,667.43
75	David Craigmile	per diem, mileage, expense	\$433.50
76	Michael Frank	per diem, mileage, expense	\$92.46
77	John Cornell	per diem, mileage, expense	\$386.85
78	David Ludvigson	per diem, mileage, expense	\$150.12
3627	LQP-YB Liability	semi-monthly PERA	\$929.62
79-81	June 5 th payroll	May 16-31 payroll	\$4,691.16
82-87	park payroll	Park May payroll	\$6,145.97
3628	Houston Engineering	CD #42 Improvement	\$3,366.17

3629	ESRI	ArcGIS Desktop advanced & extensions	\$400.00
3630	Rinke Noonan Attorneys	monthly retainer (\$200); CD #42 Imr (\$781)	\$981.00
3631	I&S Group	CD #54 Improvement	\$3,570.00
3632	Lac qui Parle County Recorder	year 3 of 3 rd annual pictometry aerial imagery	\$2,500.00
3633	Mitchell Enderson	WCA mileage & lodging reimbursement	\$244.18
3634	Jared Roiland	LiDAR training mileage & lunch	\$100.09
3635	Lac qui Parle County Auditor/Treasurer	May postage	\$63.90
3636	Lac qui Parle County Auditor/Treasurer	July Health insurance	\$5,070.00
3637	Lac qui Parle-Yellow Bank Liability	Federal withholding	\$4,345.24
3638	Mitchell Enderson	WCA lodging expenses	\$131.04
3639	LQP-YB Liability Acct	semi monthly & monthly PERA	\$1,567.36
3640	Minnesota Revenue	sales & use tax	\$2,560.00

Debit Card

5/30/2019	Intuit	2019 Quickbooks program	\$219.95
5/22/2019	Adobe	photo program	\$22.43
		TOTAL	\$50,658.43

DITCH ACCT:

1364	Wollschlager	WS #92 ditch cleanout – Hantho, 32	\$375.00
		TOTAL	\$375.00

M/S/P to approve the warrants.

Motion: John Cornell Seconded: David Ludvigson Passed: 5-0

Secretary's Report:

Hastad presented meeting minutes #591 for approval.

M/S/P to approve meeting minutes #591 as mailed.

Motion: David Ludvigson Seconded: Michael Frank Passed 5-0

Administrator Report/Old & New Business:

- Reviewed the DNR Dam Inspection report completed on May 7, 2019 on the Canby Creek Dam Structures, and discussed who/how to do suggested maintenance repairs.
- Derek Stoks sprayed weeds on R-6 on May 20 & May 21, 2019.
- Reported on the 2018 audit held the week of May 20-23, 2019 by Clifton Allen Larson.
- Discussed Legislative updates and met with Representative Swendinski & Senator Dahmes at the town hall meeting held in Madison on June 4, 2019.
- Summer Tour will be held June 26-28, 2019 at Moorhead, MN and requested who was planning to attend.
- Working with Yellow Medicine County with questions regarding the Diversion channel that was put in the 1970's.
- Discussed if Watershed would help contribute to the cost of a 2020 pictometry flight. Discussion followed.

M/S/P to contribute \$7500.00 to the Lac qui Parle County 2020 pictometry flight over a three year time span (\$2500 per year).

Motion: David Craigmile Seconded: David Ludvigson Passed: 5-0

PERMITS - The following permit applications were applied for

12581	Cori Bothun	Hamlin, 11	seepage lines	6/4/19 DE
12582	Cori Bothun	Riverside, 12	seepage lines	6/4/19 DE
12583	Cori Bothun	Hantho, 34	intake on existing line	6/4/19 DE
12584	Cori Bothun	Providence, 28	seepage lines	6/4/19 DE
12585 Renew #12181	Greg Bothun	Providence, 27	seepage lines	6/4/19 DE
12586 Renew #12184	Joe Bothun	Hamlin, 12	seepage lines & repair existing private line	6/4/19 DE
12587	Wade Depestel	Fortier, 20	replace culvert	6/4/19 MF
12588	Florida Township	Florida 15/22	replace culvert	6/4/19 MF
12589	Fortier Township	Fortier, 4 & 9	replace culvert	6/4/19 MF
12590	Fortier Township	Fortier, 5 & 8	replace culvert	6/4/19 MF
12591	Dustin Hauschild	Hendricks, 32	install culvert	6/4/19 JC

12592	Dustin Hauschild	Hendricks, 32	main line	6/4/19 JC
12593	Val Johnson	Lac qui Parle, 22	seepage, main tile/close ditch	6/4/19 DE
12594	Kremer Farms	Hansonville, 21	main tile	6/4/19 JC
12595	James Kellen	Hamlin, 19	seepage lines	6/4/19 DE
12596	Justin Koenig	Freeland, 14	seepage lines	6/4/19 DE
12597	Tony Ludvigson	Freeland, 14	seepage lines	6/4/19 DE
12598	Tim Milbeck	Lac qui Parle, 29/32	seepage lines	6/4/19 DE
12599	Joan Olson	Maxwell, 4	seepage lines	6/4/19 DC
12600 Renew	Dean Solem	Lac qui Parle, 33	seepage lines	6/4/19 DE
12601	Jon Kleven	Hantho, 20	seepage lines, repair existing tile	6/4/19 DL
12602	Corey Nelson	Maxwell, 30	seepage, main tile	6/4/19 DE
12603	Mark Streich	Augusta, 10	seepage, main tile w/pump	6/4/19 DL
12604	Wayne Spiess	Maxwell, 18	seepage, main tile	6/4/19 DE
12605	Corey Nelson	Maxwell, 18	seepage, main tile	6/4/19 DE
12606	Corey Nelson	Freeland, 35	seepage lines w/pump	6/4/19 DE
12607	Corey Nelson	Maxwell, 17	seepage lines	6/4/19 DE
12608	Wendy Robertson	Providence, 9	seepage lines	6/4/19 DE
12609 Renew	Mike Hermanson	Ten Mile Lake, 21	main tile	6/4/19 DE

Permits Denied: none

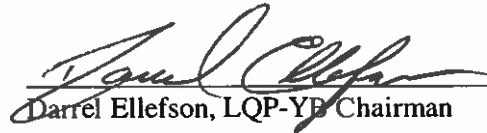
M/S/P to approve watershed permits except those denied:

Motion: David Ludvigson

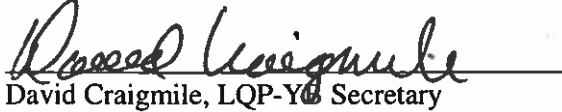
Seconded: John Cornell

Motion: 5-0

Meeting adjourned at 5:50 p.m.


 Darrel Ellefson, LQP-YB Chairman

Attest:


 David Craigmile, LQP-YB Secretary

Minutes prepared by Hastad

The next regularly scheduled meeting of the Lac qui Parle-Yellow Bank Watershed District is Tuesday, July 2, 2019 at 4:30 p.m. at the Lac qui Parle County Courthouse, Commissioners' Room.

CONTRIBUTION AGREEMENT BETWEEN
THE LAC QUI PARLE – YELLOW BANK WATERSHED DISTRICT AND
YELLOW MEDICINE AND LINCOLN SOIL AND WATER CONSERVATION DISTRICTS
FOR THE PROVISION OF SHARED RESPONSIBILITY OF PROJECTS FUNDED THROUGH
CLEAN WATER FUND GRANT C19-2042
PROJECT TITLE: PROTECTING DEL CLARK LAKE AND RESTORING CANBY CREEK

This agreement is made by the **Lac qui Parle – Yellow Bank Watershed District (“LqPYBWD”)** and the **Yellow Medicine Soil and Water Conservation District and Lincoln Soil and Water Conservation District (“SWCD”)** through the end of the approved Clean Water Fund Grant C19-2042 (“DC/CC”) or lifespan of any project thereby funded. This agreement has the purpose of ensuring indemnification of all parties in relation to the actions of the party or the other while implementing the DC/CC grant.

WHEARAS the LqPYBWD submitted and received a FY2019 Clean Water Fund Projects and Practices Grant for protection of Del Clark Lake and implementation of restoration BMP’s in the contributing Canby Creek Watershed.

WHEREAS the LqPYBWD, Lincoln SWCD, and Yellow Medicine SWCD enter into this Contribution Agreement (“Agreement”) as follows, intending to be legally bound hereby:

1. The LqPYBWD is the DC/CC Grant administrator and is tasked to report to BWSR as required by the BWSR grant agreement. To align with BWSR reporting deadlines, all relevant reporting shall be provided to the LqPYBWD by December 31st of each year of the grant duration.
2. The LqPYBWD is the DC/CC Grant fiscal agent and project manager. LqPYBWD will track activities for the DC/CC and will be responsible for requesting grant payments from BWSR. The LqPYBWD will be responsible for providing the required match for the DC/CC. The LqPYBWD will possess and process contracts pursuant to Minnesota Statutes 103D.355 and conduct financial, accounting, tracking, and other necessary procedures pursuant to implementation of the DC/CC and related policies and agreements.
3. The Yellow Medicine SWCD and Lincoln SWCD will be responsible for following the state’s regulations for grant funding in accordance with the BWSR Grant Agreement, a copy of which will be provided to the SWCD.
4. The Yellow Medicine SWCD and Lincoln SWCD will be responsible for coordinating with landowners on Best Management Practices in the contributing Canby Creek Watershed that adhere to the agreed upon requirements between the LqPYBWD and the SWCD for ranking and approving projects. This includes site visits, eligibility determinations, cost estimations, and coordination with engineers, technical service areas, or consultants. Final project approval must be granted by the LqPYBWD.
5. The Yellow Medicine SWCD and Lincoln SWCD shall perform services consistent with Board of Water and Soil Resources grant Project and Practice Assurance Responsibilities and according to the approved DC/CC Grant agreement.

6. All documents and records relating to this Agreement shall be available for inspection by the LqPYBWD and the state auditor for six years. The LqPYBWD may audit all records of the SWCD relating to the costs, expenses, and services performed. If the audit shows that the payment by the LqPYBWD to the SWCD exceeds the amount due the SWCD, the excess amount shall be returned to the LqPYBWD and the SWCD shall bear the expense of the audit.
7. The SWCD shall indemnify and hold harmless the LqPYBWD and its managers, officers, employees, agents, and successors from and against any and all losses, damages, claims, liabilities, costs, and expenses, including legal fees and costs of investigation, resulting from or arising out of (i) a material breach by the SWCD of any term or provision of this Agreement, or (ii) any negligent act or omission or intentional misconduct of the SWCD in the performance of this Agreement and the structural or functional failure of any projects implemented thereby.
8. The LqPYBWD agrees to indemnify and hold harmless the SWCD and its officers, employees, agents, and successors, from and against any and all losses, damages, claims, liabilities, costs, and expenses, including legal fees and costs of investigation, resulting from or arising out of any negligent or wrongful act or omission of the LqPYBWD, its officers, directors, or employees.
9. At all times during the term of this agreement, the SWCD will have and keep in force the following insurance coverages:
 - a. General and professional liability: \$1.5 million each occurrence and aggregate, covering completed operations and contractual liability.
 - b. Automobile liability: combined single limit each occurrence, coverage for bodily injury and property damage covering all vehicles, \$1.5 million.
 - c. Worker's compensation: in accordance with legal requirements applicable to the SWCD

The SWCD will provide certificates of insurance and other insurance documentation on reasonable request.

10. All materials obtained or generated by the SWCD in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the materials are contained, documented or memorialized, are the LqPYBWD's property. As to those materials, the SWCD hereby assigns and transfers to the LqPYBWD all right, title, and interest in: (a) all works based on, derived from or incorporating the materials; and (b) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present, or future infringement based on the copyrights. The SWCD will execute all papers and perform such other proper acts as the LqPYBWD may deem necessary to secure for the LqPYBWD or its assignee the rights herein assigned.

The LqPYBWD may immediately inspect, copy, or take possession of any materials on written request to the SWCD. The SWCD may maintain a copy of any materials except for those designated by the LqPYBWD as confidential or non-public under applicable law, a copy of which may be maintained by the SWCD only pursuant to written agreement with the LqPYBWD specifying terms. Both entities shall maintain records as required by a respective retention schedule adopted by local policy or law.

If the SWCD receives a request under the Data Practices Act (DPA), Minnesota Statutes Chapter 13, that may encompass data (as that term is defined in the DPA) the SWCD possesses or has created as a result of this Agreement, it will inform the LqPYBWD immediately and transmit a

copy of the request. If the request is addressed to the LqPYBWD, the SWCD will not provide any information or documents, but will direct the inquiry to the LqPYBWD. If the request is addressed to the SWCD, the SWCD will be responsible to determine and meet its legal obligations, but will notify and consult with the LqPYBWD before replying. Nothing in the preceding sentence supersedes the SWCD's obligations under this Agreement with respect to protection of LqPYBWD data, property rights in data, or confidentiality.

11. Neither party shall assign, or otherwise transfer, its rights or obligations without the written consent of the other party.
12. All disputes between the SWCD and the LqPYBWD shall be subject to non-binding mediation before either party may commence suit. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 60 days of notice. The parties shall agree on a mediator. The party initiating the mediation shall be responsible for the costs of such a mediation.
13. This Agreement is governed by and shall be construed according to the laws of Minnesota.
14. Amendments: Upon mutually approved resolutions of both Boards, this Contribution Agreement can be modified and/or amended.
15. This agreement is effective on the date signed by authorized representatives of the parties and will terminate, with the exception of occurrences of the SWCD signing to provide Project and Practice Assurances, at the expiration date on the executed BWSR grant agreement or upon an approved resolution by either parties with a 30 day notice.

Approved and accepted for:

Board Chair or Authorized Representative

Date:

LqPYBWD

Board Chair or Authorized Representative

Date:

Yellow Medicine SWCD

Board Chair or Authorized Representative

Date:

Lincoln SWCD