

Lac qui Parle-Yellow Bank Watershed District

Regular Meeting Minutes #582

August 7, 2018

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, Treasurer David Ludvigson, & Publicity Officer Joe Ferguson. **Manager absent:** David Craigmile **Staff present:** Administrator Trudy Hastad, Coordinator Mitch Enderson, Drainage Manager Jared Roiland, Park Manager Ron Fjerkenstad. **Others present:** LQP Commissioner DeRon Brehmer & Darby Hemish.

Approval of the Agenda

Ellefson asked for a motion to approve the agenda. **M/S/P** to approve the agenda:

Motion: John Cornell, **Seconded:** David Ludvigson **Passed:** 4-0

LQP County Commissioner DeRon Brehmer met with the Board to discuss the Watershed permit application process. He discussed a water concern in his neighborhood. The Board recommended seeking legal council for this private landowner concern.

Staff Reports:

PARK: Park Manager, Ron Fjerkenstad reported on monthly activities.

- The new boat dock installation was completed. The main dock repair was completed and DNR left some extra brackets & pipe for future maintenance on the main dock.
- Discussed discontinuing the lease with Paxair for the oxygen & acetylene tanks. Hastad will call and have Paxair get their tanks.
- Ron will take written requests for 2019 seasonal camping spots beginning Labor Day weekend.
- The campsites continue to be in high demand.
- Received a letter from the MPCA reporting on water quality at Del Clark.
- Discussed a \$.25 raise for Dustin Sroka.

COORDINATOR: Coordinator Mitch Enderson reported on monthly activities.

- Thirty-three ditch systems have been edited in the GIS layer for the DRM Grant.
- Submitted the first quarter DRM expenses to the County for reimbursement.
- Board gave authorization to assist Houston Engineering with a presentation at MAWD on the altered hydrology study results for our district and how the results are being and will be used.
- Houston Engineering contacted the Watershed to see if interested in participating in an Accelerated Implementation Grant. Ian Olson with a private crop consulting firm, would use modeling data to reach out to landowners to generate interest for potential projects. Houston Engineering received approval to use the Soybean Growers contract as the required match.

M/S/P to enter into the Accelerated Implementation Grant with Houston Engineering and support using Ian Olson with a private crop consulting firm.

Motion: David Ludvigson **Seconded:** John Cornell **Passed:** 4-0

- Participated in a phone conference with the selection staff for the 319 Pilot Watershed Program.
- Conducted a meeting with DNR, BWSR, YM SWCD, & MPCA to review last year's Clean Water Fund Grant application and discussed ways to improve the application.
- Second quarter WRAPS reimbursements were submitted, approved, & received.
- Semi-annual reporting for Jan-June was completed, submitted, and approved. Reduction estimates were entered and mapped in eLink.
- Notified SSTS installers of current SSTS grant policies going forward.
- The Watershed was approved for zero interest loan funds for SSTS. A work plan and budget were submitted and approved.

M/S/P to approve the following resolution for zero interest loan dollars for SSTS.

Motion: David Ludvigson Second: Joe Ferguson Passed: 4-0

BE IT RESOLVED by the Lac qui Parle-Yellow Bank Watershed District, that it hereby designates Mitch Enderson, Coordinator, as Project Representative for the implementation of the Lac qui Parle-Yellow Bank SSTS Loans Phase II Clean Water Partnership Project.

The Project Representative shall have the authority to represent Lac qui Parle-Yellow Bank Watershed District in all Project matters that do not specifically require action by Lac qui Parle-Yellow Watershed District.

BE IT FURTHER RESOLVED by the Lac qui Parle-Yellow Bank Watershed District that, as Project Sponsor and a Loan Sponsor, the Lac qui Parle-Yellow Bank Watershed District enters into the attached Minnesota Clean Water Partnership Project Implementation Loan Agreement along with the Minnesota Pollution Control Agency to conduct the implementation of the Lac qui Parle-Yellow Bank SSTS Loans Phase II Clean Water Partnership Project.

BE IT FURTHER RESOLVED by the Lac qui Parle-Yellow Bank Watershed District that the Coordinator, Mitch Enderson, be authorized to execute the attached Minnesota Clean Water Partnership Project Implementation Loan Agreement for the above referenced Project on behalf of the Lac qui Parle-Yellow Bank Watershed District as Project Sponsor and Loan Sponsor.

BE IT FURTHER RESOLVED by the Lac qui Parle-Yellow Bank Watershed District that Mitch Enderson, Coordinator, be authorized to execute loan disbursement requests for the above referenced project to the Minnesota Pollution Control Agency on behalf of the Lac qui Parle-Yellow Bank Watershed District.

WHEREUPON the above resolution was adopted at a monthly board meeting this 7th day of August, 2018.

STATE OF MINNESOTA

County of Lac qui Parle

WCA – Coordinator Mitch Enderson

- Worked with our regional wetland specialist, John Hansel, & DRN Curt Vacek on a ditch cleanout in a WMA in Arena Township. DNR is the LGU for WCA on State owned land and the Watershed had jurisdiction on the part of the wetland that extended outside of the WMA. The DNR issued a decision and would ask that the Watershed Board issue a no-loss exemption since the culvert controls the runoff for the wetland so a replacement of the same capacity should not provide additional draining of the wetland.

M/S/P for a no-loss exemption for Arena Township to complete a ditch cleanout.

Motion: David Ludvigson Seconded: John Cornell Passed: 4-0

- Working with Lincoln Pipestone Rural Water about a potential production well near a wetland in section 7, Ten Mile Lake Township.
- Registered for WCA training October 9, 2018.
- Registered to attend the demonstration in Lamberton to view different management strategies and their results.

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

- Attended the Viewers seminar in Morton, MN.
- Assisted in an informal landowner meeting for CD #42 ditch replacement.
- Met with SWCD to discuss current buffer compliance. Agreed to hold a joint informational buffer meeting for landowners the end of August.

- A petition for Partial Abandonment of Branch 3 CD #97 was brought to the County Board for acceptance and to set a final hearing date.
- Viewed County work orders in the field with Darrel prior to sending to Contractors.
- Continue to scan ditch files for the Drainage Records Modernization Grant.
- Transferred the Watershed permit data base file into an Excel spreadsheet.
- Learned how to assist the Viewers on the documents they submit for Redetermination of Benefits and how to put together the information to send to the landowners.

OTHER: Darby Hemish with the Fortier Township Board met to discuss a weed problem on R-6. They had contacted the renter, Derek Stoks, and the problem was not solved. Discussion followed. The Board will contact the renter via letter from the Attorney as his contract states weed control is the renters' responsibility.

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

M/S/P to approve the Treasurers report.

Motion by: Joe Ferguson **Second by:** John Cornell **Passed:** 4-0

The following warrants were presented for approval:

Number	Vendor	Details	07/06/18 to 08/07/18
<u>General Klein Account:</u>			
6502	Chad Tilbury/Schuelke Electric	SSTS loan – electrical	\$472.07
6503	Dean Jerpseth/Wollschlager	SSTS loan	\$9,876.60
6504	John Buer/Schuelke Electric	SSTS loan – electrical	\$545.75
6505	Dean Jerpseth/Schuelke	SSTS loan – electrical	\$903.99
6506	Western Guard	WRAPS – women's event, canoe trip ads	\$77.00
6507	Dawson Sentinel	WRAPS – women's event, canoe trip ads	\$80.50
6508	Canby News, Inc	WRAPS – women's event, canoe trip ads	\$77.00
6509	Lac qui Parle Broadcasting Co.	WRAPS – women's event, canoe trip	<u>\$31.50</u>
TOTAL			\$ 12,064.41
<u>Park Account:</u>			
6036	LQP County Auditor/Treas	boat license alumacraft	\$29.00
6037-6041	park payroll	monthly park payroll	\$6,377.85
6042	PERA	monthly deductions	\$624.51
6043	Canby Builders Supply	6 mil plastic	\$56.81
6044	Frontier Communications	park office phone, fax, internet	\$199.35
6045	Lac qui Parle County Environmental	park cell phone reimb	\$45.91
6046	Sogn Valley Fence LLC	half cost of fence between Fales/WS	\$953.48
6047	Vlaminck Electric Inc.	power outage @ campground, replace outlets	\$538.13
6048	Aquacide Company	1 50 lb. bag aquaclear pellets	\$365.04
6049	Running's Supply	supplies	\$32.00
6050	Sturdevant's Auto Parts	oil filter, spark plug, batter, core, etc	\$114.32
6051	Doug's Service & Marine, Inc.	3-hi-flow blades, 3 hi-lit 52" blades	\$233.86
6052	Lyon-Lincoln Electric Coop	park electricity	\$3,708.35
6053	Kockelman Construction	screened bituminous, sand	\$652.68
6054	Lund Implement Company	bush hog mower blades, bolt, nuts	\$343.79
6055	Olson Sanitation LLC	July trash @ park	\$779.93
6056	JT Welding	dock repair welding	\$312.00
6057	Farmers Coop Assn.	gas, Carlisle	\$55.51
6058	Lincoln Pipestone Rural Water	water usage @ park	\$204.40
6059	Running's Supply, Inc.	tape metal foil, hook, clevis slip	\$25.31
6060	Canby Print Shop	1000 daily permits w/envelopes	<u>\$572.64</u>
TOTAL			\$16,224.87
<u>UPB GENERAL ACCT:</u>			
3404	VOID	VOID	\$0.00
3405-3407	semi-monthly payroll	July 1-15, 2018 payroll	\$4,704.41
3408	PERA	semi-monthly deductions	\$880.76
3409	PERA	employee correction	\$2,268.94
3410-3412	semi-monthly payroll	July 16-31, 2018 payroll	\$4,704.40
3413	PERA	semi-monthly deductions	\$880.76

3414	Minnesota Revenue	July sales & use tax	\$1,435.00
3415	US Geological Survey	Yellow Bank streamgauge maint.	\$3,042.00
3416	Lac qui Parle County Recorder	2 nd payment for '17 pictometry aerial	\$2,500.00
3417	Trudy Hastad	viewer registrations, postage	\$91.67
3418	Rinke-Noonan Attorneys	monthly retainer, CD #54	\$316.50
3419	Minnesota UI Fund	unemployment expense	\$961.35
3420	CliftonAllenLarson, LLC	2017 audit work	\$1,815.00
3421	Lac qui Parle County Auditor/Treas	July postage	\$66.67
3422	Jared Roiland	mileage reimbursement	\$103.55
3423	BWSR	WCA registration – Oct 9	\$25.00
3424	Gary Redepenning	103 nuisance beaver	\$1,545.00
3425	LQP-YB Liability Acct	Federal withholding	\$4,758.30
3426	LQP County Auditor/Treas	health insurance	\$4,668.00
3427	Darrel Ellefson	per diem, mileage	\$215.09
3428	Darrel Ellefson	County ditch work, mileage,exp	\$1,456.16
3429	David Ludvigson	per diem, mileage	\$74.71
3430	VOID	VOID	\$0.00
3431	Joe Ferguson	per diem, mileage	\$181.29
3432	VOID	VOID	\$0.00
3433	John Cornell	per diem, mileage	<u>\$185.71</u>
		TOTAL	\$36,880.27
<u>DITCH ACCT:</u>			
1359	LQP County Ditch/Treasurer	WS #88-1 repair (pd by County)	<u>\$335.00</u>
		TOTAL	\$335.00

M/S/P to approve the warrants.

Motion: John Cornell **Seconded:** David Ludvigson **Passed:** 4-0

Secretary's Report:

Hastad presented meeting minutes #581 for approval.

M/S/P to approve meeting minutes #581

Motion: John Cornell **Seconded:** Joe Ferguson **Passed:** 4-0

Administrator Report/Old & New Business:

- Board authorized Hastad to sign the diesel fuel certificate for the park.
- Board authorized a \$.25 increase in wage to park employee Dustin Sroka.
- Hastad was notified that the Watershed passed the Local Government Pay Equity Compliance Act. This is reviewed every three years.
- Reviewed the 2018 taxable market value for the Watershed, reviewed 2018 income/expenses, and set the proposed 2019 budget at \$290,000.00. This is proposed to be levied on real property in Lac qui Parle, Yellow Medicine, & Lincoln Counties within District boundaries. Of this amount \$250,000 will be levied pursuant to Minnesota Statutes 103D.905, Subd. 3 and \$40,000 to be levied pursuant to Minnesota Statutes 103D.905, Subd9 (1) to pay for projects identified in the District's approved and adopted plan necessary to implement the purposes of the District.

M/S/P to set the proposed 2019 budget at \$290,000 of which \$250,000 will be levied pursuant to Minnesota Statutes 103D.905, Subd 3 and \$40,000 to be levied pursuant to Minnesota Statutes 103D.905, Subd 9 (1), with the budget hearing scheduled for September 4, 2018 at 5:30 p.m.

Motion: David Ludvigson **Seconded:** Joe Ferguson **Passed:** 4-0

- Hastad reminded the Board of the upcoming special Watershed meeting on Wednesday, August 22, 2019 at 10:00 a.m. in the Lac qui Parle County Commissioners' Room for the final hearing on the Improvement of County Ditch #54.

- Hastad presented a petition for outlet into Watershed Ditch #92 from Jason Wollschlager in the SE1/4NE1/4 of Section 1, Township 118N, Range 44 W, Madison Township, and asked the Board to accept the petition and appoint viewers.

M/S/P to accept the petition for outlet from Jason Wollschlager and appoint viewers Jon Olson, Kody Nesvold, & Jordan Brehmer to view the SE1/4NE1/4 of Section 1, Township 118N, Range 44 W, Madison Township into Watershed Ditch #92.

Motion: David Ludvigson **Seconded:** Joe Ferguson **Passed:** 4-0

- Hastad reported a landowner had called to report that the riprap on the 1st bend of the river in Wergeland Township was washing out. Hastad will discuss with Area II as they were the project engineers when this was done back in the early 2000's.

PERMITS - The following permit applications were applied for

12285	Steve Stamp	Mehurin, 13	seepage, main tile, pump	08/07/18 DE
12286	Paulette Grube	Mehurin, 4	seepage lines	08/07/18 DE
12287	Mark Kleven	Hantho, 16	seepage lines	08/07/18 DE
12288	Letrud Family Farms	Lake Shore N, 29	seepage lines	08/07/18 DE
12289	Letrud Family Farms	Lake Shore N, 33	seepage lines	08/07/18 DE
12290	Emily Busch	Cerro Gordo, 12	seepage, main tile	08/07/18 DE
12291	Milton Schutte & Sons	Riverside, 36	seepage lines	08/07/18 DE
12292	Call Family Farms	Arena, 24	seepage, main tile	08/07/18 DE
12293	Call Family Farms	Arena, 21	seepage lines	08/07/18 DE
12294	Call Family Farms	Cerro Gordo, 33	seepage lines	08/07/18 DE
12295	Joseph Spors	Walter, 4	seepage, main tile, pump	08/07/18 DE
12296	Reid Wildung	Perry, 16	seepage lines	08/07/18 DE
12297	David Haas	Perry, 36	seepage lines	08/07/18 DE
12298	Mike Borstad	Lake Shore S, 13	restore/cleanout waterway	08/07/18 DE
12299	Arena Township	Arena, 12	replace culvert/clean ditch	08/07/18 DE
12300	Doug Mangel	Perry, 21	seepage lines	08/07/18 DE
12301	Darin Lund	Camp Release, 21	seepage, main tile	08/07/18 DE
12302	Bob Ludvigson	Garfield, 23	seepage lines	08/07/18 DE
12303	Peter Haugen	Freeland, 5	seepage lines	08/07/18 DE
12304	Keith Erickson	Camp Release, 7	seepage, main tile	08/07/18 DE
12305	Joan Olson	Maxwell, 4	install culvert	08/07/18 DE
12306	Dan Jibben	Arena, 18	close ditch with tile	08/07/18 DL
12307	Jordan Connor	Freeland, 1	seepage lines	08/07/18 DL
12308	Jordan Connor	Freeland, 12	seepage lines	08/07/18 DL
12309	Jordan Connor	Freeland, 1	seepage lines	08/07/18 DL
12310	Jordan Connor	Garfield, 33	seepage lines, intakes	08/07/18 DL
12311	Jordan Connor	Garfield, 21 & 27	seepage lines	08/07/18 DL
12312	Mike Croatt	Madison, 34	seepage, inlet	08/07/18 DL
12313	Ron Enger	Hamlin, 19	clean ditch	08/07/18 DL
12314	Darby Hemish	Fortier, 14	seepage lines	08/07/18 JF
12315	Tim Miller	Norman, 1	main tile	08/07/18 JF
12316	Widseth Smith Nolting	Norman	clean road ditch, grass waterway	08/07/18 JF
12317	Kaleb Steele	Fortier, 19	seepage, main tile	08/07/18 JF
12318	Darryl Bursack	Oshkosh, 19	seepage lines	08/07/18 JF
12319	Donn Peterson	Hammer, 13	seepage lines	08/07/18 JF

Permits Denied: Jordan Connor for petition into ditch system

M/S/P to approve watershed permits:

Motion: David Ludvigson, **Seconded:** Joe Ferguson **Passed:** 4-0

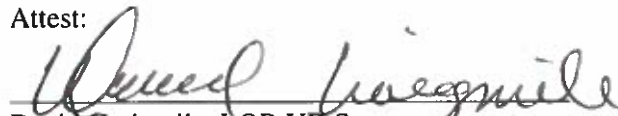
Adjournment:

The meeting adjourned at 7:15 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 September 4, 2018 at 4:30 p.m. at the Lac qui Parle County Courthouse, Commissioners' Room.



Proposal resolution Minnesota Clean Water Partnership (CWP)

Doc Type: Resolution

Instructions on Page 4.

Resolution of Lac qui Parle - Yellow Bank Watershed District

Be it resolved by the Lac qui Parle – Yellow Bank Watershed District to submit a proposal with the Minnesota Pollution Control Agency (MPCA) to conduct the following Project: Lac qui Parle – Yellow Bank SSTS Loan Program Phase II

Be it further resolved that Mitchell Enderson be authorized to submit the proposal for the above-mentioned Project and shall have the authority to represent this body in all matters that do not specifically require the action of this body.

Be it further resolved that submittal of a proposal does not obligate this body to accept a grant and/or a loan if so offered.

Whereupon the above resolution was adopted at a regular meeting of the LqP-YB WD board this fourth day of April 2018

Print name: Darrel Ellefson

Title: Chairperson

Authorized signature: *Darrel Ellefson*

Date: 4/4/18

State of Minnesota

Lac qui Parle – Yellow Bank Watershed District

I, Trudy Hastad do hereby certify that I am the custodian of the minutes of all proceedings

had and held by the Lac qui Parle – Yellow Bank Watershed District Board of said Lac qui Parle – Yellow Bank Watershed District

that I have compared the above resolution with the original passed and adopted by the Watershed District

at a regular meeting thereof held on the 4th

day of April at 3:00 p.m. that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

In witness whereof, I have hereunto placed my hand and signature this 4th day of April 2018

and have hereunto affixed the seal of the Lac qui Parle – Yellow Bank Watershed District

Print name: Trudy Hastad

Title: Administrator

Authorized signature: *Trudy Hastad*

Date: 4-4-18

<place seal here>

Administrative information

Project title: Lac qui Parle-Yellow Bank SSTS Loans Phase II

Loan sponsor: Lac qui Parle-Yellow Bank Watershed District

Project sponsor: Lac qui Parle-Yellow Bank Watershed District

Loan agreement number: SRF0315

Loan amount: \$500,000

MPCA Authorized Representative: Juline Holleran
Metro Watershed Section
Watershed Division
651-757-2442
juline.holleran@state.mn.us

Project implementation loan agreement

This *Project loan agreement* (Agreement) is made under the Clean Water Partnership Law, Minn. Stat. §§ 103F.701-103F.755 and the rules adopted thereunder, Minn. R. ch. 7076. Except as otherwise specifically provided in the Agreement, the definitions in Minn. Stat. §§ 103F.701-103F.755 and Minn. R. ch. 7076 apply.

A. Parties

The parties to this Agreement are (1) the State of Minnesota (State) through its Minnesota Pollution Control Agency (MPCA), (2) **Lac qui Parle-Yellow Bank Watershed District** (Project Sponsor & Loan Sponsor).

B. Purpose of agreement/description of project

1. The purpose of this Agreement is to provide funding for the best management practices (BMPs) described in the approved *Project workplan* for the Lac qui Parle-Yellow Bank SSTS Loans Phase II (Project).
2. Prior to execution of this Agreement, the Project Sponsor submitted to the MPCA a proposed *Project workplan* that describes the Project and its BMPs. The MPCA is in the process of reviewing the proposed *Project workplan*, but has not yet approved it. When approved in writing by the MPCA Commissioner, the approved *Project workplan*, including the budget for the Project, shall be incorporated by reference into this Agreement as Attachment 1. The proposed *Project workplan* is now available for reference at the offices of the MPCA, Watershed Division, 520 Lafayette Rd., St. Paul, Minnesota, 55155.
3. There are two types of BMPs that could be included in a *Project workplan*. A First-Tier BMP is an activity that is directly undertaken by Project Sponsor or Loan Sponsor. A Second-Tier BMP is an activity that is undertaken by a person other than the Project Sponsor or Loan Sponsor. Whether funds provided by the MPCA under this Agreement may be used for First-Tier or Second Tier BMPs, or both, depends on whether the activities are part of the approved *Project workplan*.

C. MPCA commitment

1. The MPCA commits, subject to the conditions set forth in this Agreement, to loan **five hundred thousand dollars (\$500,000)** to Loan Sponsor for the purpose of funding the BMPs described in the approved *Project workplan*. If there is a discrepancy in the total funding amount stated in the budget of the *Project workplan* and in this Part, the funding amount stated in this Part shall control.
2. The MPCA's commitment to disburse funds under this Agreement is specifically conditioned on the MPCA's first receiving from Loan Sponsor evidence that Loan Sponsor has secured the debt in this Agreement by issuance of a general obligation promissory note. At a minimum, this evidence must include the following: (a) copy of the Note; (b) certified copies of all resolutions or other authority by the appropriate governing body or bodies as shall legally authorize the execution and performance of the Note; and (c) an opinion from recognized bond counsel concluding that the Note and this Agreement are duly authorized, executed and delivered and will constitute valid, legal and binding agreements in accordance with their terms. For purposes of permitting issuance of the Note, the MPCA represents that it is a "board, department or agency" of the State within the meaning of Minn. Stat. § 475.60, subd. 2, clause (4).

D. Interest rate and term of loan

1. This is a **zero percent (0%)** interest loan, having no finance charge. However, if a repayment is late, interest shall accrue at two percent (2%) annum on the principal balance owed commencing on the date repayment is due according to the *Final repayment schedule* and continuing until the payment is received by the MPCA.
2. Appended to this Agreement as Attachment 2 is an *Estimated repayment schedule*, which establishes a loan term of **ten (10) years**. However, when the loan has been fully disbursed, the Project has been fully completed or the Project Implementation Period has expired (whichever comes first), the MPCA shall review the *Estimated repayment schedule* to determine if the payment amounts, due date and term of this Agreement should be revised. Based on this review, the MPCA will establish a *Final repayment schedule*. The *Final repayment schedule* will be based upon actual amounts disbursed under this Agreement for activities actually implemented before the expiration of the Project Implementation Period. At the sole discretion of the MPCA, the *Final repayment schedule* may provide a shorter or longer term than is stated in the *Estimated repayment schedule* first appended to this Agreement as Attachment 2. The MPCA will promptly forward to *Loan Sponsor* any revisions to the *Estimated repayment schedule*. The revisions will then become an integral and enforceable part of this Agreement.

E. Project sponsor duties and responsibilities

1. The Project Sponsor shall ensure that all BMPs for which loan funds are disbursed under this Agreement are completed in the time and manner set forth in the approved *Project workplan*.
2. The Project Sponsor is responsible for determining what, if any, federal, state (including MPCA) or local permits are required for the work described in the approved *Project workplan* and, if any are required, must obtain the permit(s) within their required time periods.
3. If the approved *Project workplan* describes Second-Tier BMPs, *Project Sponsor* is responsible for authorizing *Loan Sponsor* to make Second-Tier loans to implement the Second-Tier BMPs before any such loans are finalized.

F. Loan sponsor duties and responsibilities

1. *Loan Sponsor* shall provide the general obligation promissory note described in Part C.2. and shall repay all loan funds disbursed by the MPCA under this Agreement.
2. By resolution of its governing body, *Loan Sponsor* shall designate one or more persons to execute loan disbursement requests on behalf of *Loan Sponsor*. *Loan Sponsor* shall submit to the MPCA a certified copy of the resolution designating the authorized person or persons.
3. *Loan Sponsor* shall submit requests for loan disbursement as provided in Part G.
4. *Loan Sponsor* shall reserve for implementation jointly with *Project Sponsor* loan funds sufficient for *Loan Sponsor* and *Project Sponsor* to implement those parts of the approved *Project workplan* designated for implementation as First-Tier BMPs. First-Tier BMPs shall be subject to the provisions of Part J. of this Agreement.
5. If the approved *Project workplan* refers to Second-Tier BMPs and *Project Sponsor* has authorized Second-Tier loans for the implementation of those BMPs, *Loan Sponsor* may make Second-Tier loans for the implementation of the Second-Tier BMPs, as provided in Part K. of this Agreement.
6. *Loan Sponsor* is solely responsible for costs exceeding the loan amount authorized in this Agreement.
7. *Loan Sponsor* is encouraged to prepare and submit an affirmative action plan for the employment of minority persons, women, and the qualified disabled and submit the plan to the Commissioner of Human Rights pursuant to Minn. Stat. § 363A.36.

G. Disbursement of loan funds

1. The MPCA shall not disburse any funds under this Agreement until it has approved the *Project workplan*. The MPCA may provide approval of segments of the proposed *Project workplan* prior to approval of the entire *Project workplan* and may make disbursements on those parts of the proposed *Project workplan* that are approved in writing by the MPCA Commissioner.
2. To receive disbursements under this Agreement, *Loan Sponsor* shall submit, in a form acceptable to the MPCA, disbursement requests signed by a person authorized as provided in Part F.2. The requests shall certify that disbursements are being sought only for reimbursement of costs incurred to implement the approved *Project workplan*. The MPCA will process no more than one request for disbursement per month unless an alternate schedule is agreed to by the MPCA in writing.
3. The MPCA will disburse funds to *Loan Sponsor* on an incurred cost reimbursement basis, consistent with the approved *Project workplan*. Administrative costs will not be considered an incurred cost unless they were approved by the MPCA prior to their having been incurred and were included in the approved *Project workplan*.
4. The MPCA, at any time, may review and audit requests for disbursement under this agreement and may make adjustments for errors and discrepancies discovered in audits or other reviews of requests for disbursement.

H. Security for and repayment of the loan

1. This loan is secured by the general obligation promissory note described in Part C.2.

2. The date to begin repaying this loan is deferred until the loan has been fully disbursed, the Project has been fully completed or the Project Implementation Period has expired, whichever comes first. The Project Implementation Period is defined as exactly three (3) years from the effective date of this agreement.
3. After the loan has been fully disbursed, the Project has been fully completed, or the Project Implementation Period has expired, whichever comes first, the repayment of this loan is as stated in the *Estimated repayment schedule* (Attachment 2).
4. Notwithstanding any other provision of this agreement, the semiannual payments of principal due on this loan shall be due not later than one year after the loan has been fully disbursed, the project has been fully completed or the Project Implementation Period has expired, whichever is first. Payments by Loan Sponsor shall be due every six months. The first payment shall be submitted on the closest date of either June 15 or December 15 (based on the execution date of this Agreement) and shall be due semiannually on June 15 and December 15 after the first payment. Additional payments may be made at any time without penalty.
5. Loan Sponsor may prepay this loan in whole or in part from any funds legally available to Loan Sponsor for this purpose. When Loan Sponsor elects to pay off the loan in full, it shall give written notice to the MPCA and the MPCA shall then prepare and provide to Loan Sponsor a payoff statement. The payoff statement shall include all principal, interest and late fees, if any, due and payable to the MPCA.

I. Denial of disbursements, default, rescission, or early termination

1. The MPCA may deny disbursement of funds to Loan Sponsor if the MPCA determines that the project does not substantially conform to the requirements for a Project Implementation Loan as provided under the Clean Water Partnership Law, Minn. Stat. §§ 103F.701-103F.755 and the rules implementing the law; that project activities do not satisfy the conditions of the approved *Project workplan*; or that there has been a significant violation of this Agreement, including the failure to submit a report as required by this Agreement. The MPCA shall notify Loan Sponsor of its decision to deny or withhold disbursement, and shall continue to deny or withhold disbursement until Loan Sponsor has corrected the condition causing the MPCA to deny or withhold the disbursement.
2. The MPCA may declare Loan Sponsor and Project Sponsor in default and may rescind this Agreement if it finds that there has been or will be substantial divergence from the approved *Project workplan* or that the approved Project workplan has not been or will not be implemented in a timely manner. Upon default, the MPCA shall give written notice and demand for the full payment of all amounts due.
3. In the event the MPCA declares a default under this Agreement and moves to recover repayments, Loan Sponsor and Project Sponsor shall pay the costs and damages, including reasonable attorney's fees and interest, incurred by the MPCA to recover repayments under this Agreement.
4. If Project Sponsor fails to request disbursement for reimbursement of incurred costs within one year of the effective date of this Agreement or as stated in the project timeline of the approved *Project workplan*, the MPCA may elect to terminate this Agreement early or reduce the loan amount. The MPCA's failure to terminate this Agreement early or reduce the loan amount shall not be deemed a waiver of its right to terminate this Agreement or reduce the loan amount at a later date or on different grounds. If the MPCA elects to terminate this Agreement early or reduce the loan amount, it shall notify Project Sponsor and Loan Sponsor in writing.
5. If the MPCA fails to enforce any provision of this Agreement, that failure does not waive that provision or its right to enforce it.

J. Contracting and oversight of first-tier BMPs (if applicable)

1. To the extent described in the approved *Project workplan*, Project Sponsor may enter into subcontracts to engage in architectural, engineering, and related services to implement BMPs approved in the Project workplan. All subcontracts shall comply with all State laws and rules applicable to the selection and employment of subcontractors providing architectural and engineering services.
2. Loan Sponsor and Project Sponsor shall exert all reasonable effort to investigate claims which Project Sponsor may have with respect to the work performed under this Agreement and, in appropriate circumstances, shall take whatever action, including withholding of payment and legal recourse, is available to resolve the claims.
3. Project Sponsor shall develop and submit to the MPCA and obtain MPCA approval of a uniform quality assurance program describing how Project Sponsor will assure that the subcontractor activities conducted under this Agreement comply with applicable state laws and with this Agreement. If these activities include the construction, alteration, repair, or maintenance of real or personal property, the uniform quality assurance program must describe the following:
 - (a) inspection and certification procedures for construction, alteration, repair, or maintenance of real or personal property which will not be contracted
 - (b) inspection and certification procedures for construction, alteration, repair, or maintenance of real or personal property which will be contracted
 - (c) certification methods for materials

The level of inspection and certification provided for contracted and noncontracted construction activities shall be commensurate with the scope and complexity of the construction undertaken.

K. Contracting and oversight of second-tier BMPs (if applicable)

1. If BMPs are to be implemented through Second-Tier loans using funds provided by this Agreement, Loan Sponsor may make the Second-Tier loans after obtaining authorization from Project Sponsor and subject to the following conditions.

2. No Second-Tier loan may charge an interest rate greater than one and a half percent (1.5%) for Second-Tier loans.
3. Loan Sponsor may charge an application or origination fee for Second-Tier loans.
4. No Second-Tier loan may be given for any activity other than those in the approved *Project workplan* and authorized by Project Sponsor as Second-Tier BMPs.
5. Loan Sponsor shall use all principal repayments received on Second-Tier loans to repay the loan made to it under this Agreement.
6. Loan Sponsor shall use any interest earned on principal repayments received under this Agreement and any interest or application fee or origination fee received from persons who receive Second-Tier loans for the following:
 - (a) to pay its documented administrative costs for implementation of the project
 - (b) to defray the costs of delinquencies or defaults on Second-Tier loans or Second-Tier workplan Activities
 - (c) for implementation of any additional approved *Project workplan* activities approved by the MPCA under this Agreement
7. If Loan Sponsor elects to subcontract with one or more financial institutions or other administrators, including Project Sponsor, for the purpose of administering its Second-Tier program, Loan Sponsor shall:
 - (a) comply with all applicable State laws and rules in its selection of subcontractors
 - (b) include in its subcontract terms that: (1) assure the financial institution or other administrators comply with the requirements of this Agreement; (2) make the MPCA a third party beneficiary of its subcontract; and (3) give the MPCA the right to enforce or otherwise seek remedies under the subcontract
 - (c) provide for MPCA review a copy of the subcontract, including a breakdown of compensation to be received by the subcontractor, prior to the execution of the subcontract
 - (d) provide the MPCA with an executed copy of each subcontract within 30 days of the execution of such subcontract
 - (e) retain the right to assign to the MPCA, in regard to performance of this Agreement, the subcontract and any or all rights pursuant thereto
 - (f) be responsible for the satisfactory and timely completion of all work required under each subcontract
 - (g) be responsible for payment of subcontractors
8. *Loan Sponsor* is obligated to repay this loan in full regardless of the existence of default or delinquency of a Second-Tier loan.

L. General duties, responsibilities, and limitations on conduct of joint project sponsor and loan sponsor duties

1. Designation of Project Representatives. Loan Sponsor and Project Sponsor shall each, by resolution of its governing authority, appoint a Project Representative. The Project Representatives shall have the authority to represent them in all matters which, according to the conditions of this Agreement, do not specifically require action by the same parties who executed this Agreement or their successors in office. The MPCA shall consider correspondence from and action on the part of the Project Representatives as representations and actions taken by Loan Sponsor or Project Sponsor. Loan Sponsor and Project Sponsor shall each forward to the MPCA upon execution of this Agreement a certified resolution appointing its Project Representative.
2. Antitrust. Loan Sponsor and Project Sponsor hereby assign to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State.
3. Government Data Practices Act. Loan Sponsor and Project Sponsor and State must comply with the Minnesota Government Data Practices Act, Minn Stat. ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Loan Sponsor and Project Sponsor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Part by either the Loan Sponsor, the Project Sponsor or the State.
4. If the Loan Sponsor and Project Sponsor receives a request to release the data referred to it in this part, the Loan Sponsor and Project Sponsor must immediately notify the State. The State will give the Loan Sponsor and Project Sponsor instructions concerning the release of the data to the requesting party before the data is released.
5. Workers' Compensation. Loan Sponsor, and Project Sponsor certifies that it is in compliance with Minn Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Loan Sponsor and Project Sponsor employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
6. Americans with Disabilities Act (ADA) Compliance. In fulfilling the duties and responsibilities of the Agreement, Project Sponsor and Loan Sponsor shall comply with the requirements of P.L. 101-336, Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq., and regulations promulgated pursuant to it.
7. Exclusive use of project funds. The Loan Sponsor and Project Sponsor shall use all MPCA funds disbursed to it under this Agreement exclusively for the purposes described in this Agreement.

8. Loan Sponsor and Project Sponsor accept and agree to comply with all terms, provisions, conditions and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations and commitments made by Project Sponsor in its application, accompanying documents and communications filed in support of its request for a loan.
9. Loan Sponsor and Project Sponsor certify that, before any funds provided under this Agreement are disbursed to subcontractors, the terms of the subcontracts will be consistent with the terms of this Agreement.

M. Reports, record maintenance, and audit requirements

1. Reports. Project Sponsor shall make reports as provided in Minn. R. ch. 7076 as it may be amended.
2. Records maintenance. Loan Sponsor and Project Sponsor, subcontractors, and contributing administrators with whom Loan Sponsor enters into agreements to perform any or all of the work required under the terms of this Agreement, shall maintain complete and accurate books, records, and documents according to Generally Accepted Government Accounting Standards (GAGAS). Such books, records, documents, and accounting procedures shall fully disclose the amount and disposition of all loan funds disbursed under this Agreement. Such records shall also account for: disposition of project expenditures; property purchased; program income; documentation of compliance with applicable statutes, regulations, and the conditions of this Agreement. Such records shall be available to authorized representatives of the State, including, but not limited to, the State contracting department and the legislative auditor, for examination and audit and shall be maintained for a minimum of six (6) years after termination of this Agreement. If, during the period when this Agreement is effective or within six (6) years thereafter, Loan Sponsor or Project Sponsor has an independent audit conducted which includes or addresses the activities of this Agreement, a copy of the audit shall be provided to the MPCA.
3. Fiscal controls. Loan Sponsor and Project Sponsor shall establish fiscal controls and accounting procedures that are sufficient to assure proper accounting for payments received, disbursements made and balances at the beginning and end of the accounting period. Loan Sponsor and Project Sponsor shall use accounting, audit and fiscal procedures conforming to GAGAS as these are promulgated by the Governmental Accounting Standards Board. Generally accepted auditing standards are usually defined as, but not limited to, those contained in the U.S. General Accounting Office (GAO) publication "Government Auditing Standards." All accounts shall be established and maintained as separate accounts. Loan Sponsor and Project Sponsor shall expressly require all subcontractors to comply with the provisions of this Section.
4. Single audit. Loan Sponsor and any subrecipient shall be responsible for obtaining audits in accordance with the Single Audit Act of 1984 (31 U.S.C. Sec. 7501-7507); the Single Audit Act Amendments of 1996 (P.L. 104-156); and Federal Agency implementation regulations, including 40 CFR Sec. 31.26. The audits shall be made by an independent auditor in accordance with GAGAS covering financial and compliance audits. Loan Sponsor agrees that the State, the Legislative Auditor, the State Auditor and any independent auditor designated by the State shall have such access to their records and financial statements as may be necessary for them to comply with the Single Audit Act of 1984, as amended, and the most recent revisions of Office of Management and Budget (OMB) Circulars A-128, A-110 or A-133, as applicable. Required audit reports must be filed with the Office of State Auditor, Single Audit Division, and state agencies providing federal assistance within six months of Loan Sponsor or subrecipient's fiscal year end. If a federal cognizant audit agency has been assigned, copies of required audit reports shall be filed with that agency also. Loan Sponsor and Project Sponsor shall require all subrecipients to comply with the provisions of this Section.
5. Audit. Upon request of the MPCA, Loan Sponsor shall provide an independent audit of one or more fiscal years during which Loan Sponsor received and disbursed financial assistance provided to Loan Sponsor according to the conditions of this Agreement for a minimum of six (6) years from the end of this Agreement.

N. General conditions of agreement

1. Liability. The MPCA shall not be held liable for any payment for damages or other relief associated with the implementation of the *Project workplan* or arising under contracts entered into by Loan Sponsor or Project Sponsor with third parties. Loan Sponsor and Project Sponsor must indemnify, save and hold the State, its agents, and employees, harmless from any claims or causes of action, including attorneys' fees incurred by the State, arising from the performance of this Agreement by Loan Sponsor or Project Sponsor or their agents, employees or subcontractors. This clause will not be construed to bar any legal remedies the Loan Sponsor or Project Sponsor may have for the State's failure to fulfill its obligations under this Agreement.
2. Environmental Review requirements for Individual Sewage Treatment System (ISTS) replacement or upgrade activities. When the implementation of project activities, as designated in the approved *Project workplan* as amended, includes the upgrade or replacement of ISTS as identified in Minn. R. ch. 7080, an Environmental Review shall be undertaken according to the provisions of Minn. R. ch. 4410. Project Sponsor may seek a categorical exclusion from this requirement under 40 CFR part 35.3140 as provided in (a) or (b) below:
 - (a) Project Sponsor must complete the "Checklist for categorical exclusion from environmental review" and return it to the MPCA. After review of this checklist, the MPCA will determine the project's eligibility for exclusion from further environmental review. If it is determined that the Project does not need further environmental review, a public notice of the determination of a categorical exclusion, in a format provided by the MPCA, must be executed by Project Sponsor. The public notice of categorical exclusion must allow for a minimum of two weeks public comment period, with comments being directed to the MPCA. Project Sponsor must provide the MPCA with proof of that notice.

- (b) If the Project does not meet the checklist requirements in (a), the MPCA will send a letter of determination and instructions for further environmental review. If the MPCA determines that further environmental review is necessary, the Project must comply with those requirements before construction can begin. A copy of all information regarding this process will be kept on file at the MPCA for review by the U.S. Environmental Protection Agency.
3. Amendments. Any amendments or modifications to this Agreement must be in writing and will not be effective until it has been executed by the same parties who executed and approved the original Agreement, or their successors in office. Loan Sponsor and Project Sponsor may undertake minor modifications of the approved *Project workplan* with prior written approval of the MPCA Commissioner. No changes to the tasks, schedules, eligible expenditures, or any other provision in the approved *Project workplan* may be made without the written consent of the MPCA.
 4. State remedies. If there has been a failure to comply with the provisions of this Agreement, the MPCA may exercise any remedies available at law or in equity.
 5. Non-discrimination. During the performance of this Agreement, neither Loan Sponsor nor Project Sponsor shall, because of age, sexual preference, political affiliation, race, color, creed, religion, national origin, sex, marital status, or status with regard to public assistance or disability: (a) discriminate against any person with respect to hire, tenure, compensation, terms of employment, upgrading of employment, facilities, privileges or conditions of employment; (b) refuse to hire persons seeking employment; (c) discharge an employee; or (d) otherwise exclude any person from access to or participation in this Clean Water Partnership loan. The Loan Sponsor and Project Sponsor shall not contract with subcontractors who are not in compliance with the provisions of this Section.
 6. Governing law, jurisdiction, and venue. Minnesota law, without regard to its choice-of law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
 7. Severability. If a provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.
 8. Effective date. This Agreement shall be effective on the date that the final required signature is obtained by the State, pursuant to Minn. Stat. § 16C.05, subd. 2.
 9. Termination. Except as provided in Part I.4. of this Agreement, this Agreement shall terminate when the MPCA has determined in writing that Loan Sponsor has fully repaid and retired the loan provided to Loan Sponsor according to the terms and conditions of this Agreement.

The State, Loan Sponsor, and Project Sponsor acknowledge their consent to this Agreement and agree to be bound by its terms through their signatures entered below:

1. Project Sponsor and Loan Sponsor:

Lac qui Parle-Yellow Bank Watershed District

Print name: DARRAL ELLEFSON
 Signature: [Signature]
 Title: Chairman Date: 8/7/18

2. Minnesota Pollution Control Agency

with delegated authority

Print name: Christine Everson
 Signature: [Signature]
 Title: Asst. Division Director Date: 8-15-18

3. Minnesota Pollution Control Agency

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

Print name: Kurt Soular
[Signature]
 Title: Loan officer Date: 7/26/18

Purchase order number: 3000016790

SWIFT ID number: 144661 Tempo AI#: 191308

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print name: Hauke Heil
 Signature: [Signature]
 Title: Contracts Specialist Date: 8-20-18

Attachment 1: Project workplan (in accordance with Part B 2.)

Attachment 2: Estimated repayment schedule (in accordance with Part D.2., H.3., and H.4.)

58203

Attachment 2 - Estimated repayment schedule

Lac qui Parle-Yellow Bank SSTS Loans Phase II
Clean Water Partnership Project

Principal amount \$ 500,000.00
 Estimated interest accrued \$ N/A
 (during project implementation period)
 Total loan balance \$ 500,000.00
 Term (years) 10
 Annual percentage rate 0%
 Number of payments 20
 Payment amount \$ 25,000.00

Year (Semiannual payments)	Payment due date	Payment amount due	Principal amount	Interest N/A	Total loan balance
					\$ 500,000.00
1	6/15/2022	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 475,000.00
2	12/15/2022	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 450,000.00
3	6/15/2023	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 425,000.00
4	12/15/2023	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 400,000.00
5	6/15/2024	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 375,000.00
6	12/15/2024	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 350,000.00
7	6/15/2025	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 325,000.00
8	12/15/2025	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 300,000.00
9	6/15/2026	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 275,000.00
10	12/15/2026	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 250,000.00
11	6/15/2027	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 225,000.00
12	12/15/2027	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 200,000.00
13	6/15/2028	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 175,000.00
14	12/15/2028	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 150,000.00
15	6/15/2029	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 125,000.00
16	12/15/2029	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 100,000.00
17	6/15/2030	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 75,000.00
18	12/15/2030	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 50,000.00
19	6/15/2031	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00
20	12/15/2031	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -

RESOLUTION OF THE LAC QUI-PARLE YELLOW BANK WATERSHED DISTRICT

BE IT RESOLVED by the Lac qui Parle-Yellow Bank Watershed District, that it hereby designates Mitch Enderson, Coordinator, as Project Representative for the implementation of the Lac qui Parle-Yellow Bank SSTS Loans Phase II Clean Water Partnership Project.

The Project Representative shall have the authority to represent Lac qui Parle-Yellow Bank Watershed District in all Project matters that do not specifically require action by Lac qui Parle-Yellow Bank Watershed District.

BE IT FURTHER RESOLVED by the Lac qui Parle-Yellow Bank Watershed District that, as Project Sponsor and a Loan Sponsor, the Lac qui Parle-Yellow Bank Watershed District enters into the attached Minnesota Clean Water Partnership Project Implementation Loan Agreement along with the Minnesota Pollution Control Agency to conduct the implementation of the Lac qui Parle-Yellow Bank SSTS Loans Phase II Clean Water Partnership Project.

BE IT FURTHER RESOLVED by the Lac qui Parle-Yellow Bank Watershed District that the Coordinator, Mitch Enderson be authorized to execute the attached Minnesota Clean Water Partnership Project Implementation Loan Agreement for the above referenced Project on behalf of the Lac qui Parle-Yellow Bank Watershed District as Project Sponsor and Loan Sponsor.

BE IT FURTHER RESOLVED by the Lac qui Parle-Yellow Bank Watershed District that Mitch Enderson, Coordinator, be authorized to execute loan disbursement requests for the above referenced project to the Minnesota Pollution Control Agency on behalf of the Lac qui Parle-Yellow Bank Watershed District.

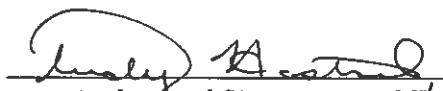
WHEREUPON the above resolution was adopted at a monthly board meeting this 7th of August, 2018.

STATE OF MINNESOTA

County of Lac qui Parle

I, Trudy Hastad, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Lac qui Parle – Yellow Bank Watershed District Board of Managers of said Lac qui Parle – Yellow Bank Watershed District, that I have compared the above resolution with the original passed and adopted by the Watershed District of said Lac qui Parle – Yellow Bank Watershed District at a regular board meeting thereof held on the 3rd day of April, 2018 at 4:30 PM, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 7th day of August, 2018, and have hereunto affixed the seal of the Lac qui Parle – Yellow Bank Watershed District.


Trudy Hastad Administrator
Authorized Signature and Title

(SEAL)

