

Lac qui Parle-Yellow Bank Watershed District

Regular Meeting Minutes #584

October 2, 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, Secretary David Craigmile, Treasurer David Ludvigson, & Publicity Officer Joe Ferguson. **Manager absent:** none **Staff present:** Administrator Trudy Hastad, Coordinator Mitch Enderson, Drainage Manager Jared Roiland, Park Manager Ron Fjerkenstad. **Others present:** Ron Enger, Jason Wollschlager, Jon Olson, & Randy Brown.

Approval of the Agenda

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

Motion: David Craigmile, **Seconded:** Joe Ferguson **Passed:** 5-0

Staff Reports:

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

- Water was turned off in the park 10/2/18 and blew lines to get ready for winterizing.
- Busy with fall pruning and cutting firewood for use next year.
- Will need to replace the roof on the small shop in the near future and probably new playground equipment.
- The 2019 reservations are being requested.
- Discussed charging a fee to keep campers at the park over winter. There is a non-liability clause in their contract if they leave them over winter. No further action was taken.
- Reported that the fishing is going great at the lake.

COORDINATOR: Coordinator Mitch Enderson reported on monthly activities.

- Forty-six systems have been edited for the DRM Grant.
- Will be submitting the reimbursement requests for DRM hours spent July-September.
- Houston Engineering will be a presenter at MAWD on the Altered Hydrology Study and how we are using it in various watersheds and asked to have me present along with them.
- Advertised for the photo contest.
- Asked the Board to pass an addendum to include resolutions from the SWCDs regarding "Other Waters" lists into our management plan. The Board of Managers tabled this for Attorney Kolb's comments.
- For the radio show on the 19th I discussed WRAPS, requested photos for the photo contest, & introduced Jared.
- Scheduled a TEAM meeting for October 11, 2018.
- Submitted 3rd quarter WRAPS reimbursement request.
- Held a conference call with MPCA & Houston Engineering regarding WRAPS public meetings.
- Set up a booth at the LQP County Fair on WRAPS, photo contest, & buffer info.

WCA – Coordinator Mitch Enderson

- There was an application for replacement of Ag wetland impacts using the wetland bank in Perry Township.
- Will be attending a WCA training in Mankato on the 9th, a MN Wetland Conference in St. Paul the 16-17th, and BWSR academy near Brainerd on October 29-31, 2018.
- Working with a landowner and DNR to clean a public water and possible wetland impacts.
- Met with BWSR & the Engineer to check on progress of the Olson wetland bank site, and the Moen bank site.

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

- Attended an informational landowner meeting on CD #42 and discussed a possible improvement to this system.
- Attended the County Commissioners meeting where Hastad updated the Board on CD #24.
- Visited the Br. 3 CD #12 repair site numerous times with Darrel to see the progress on the repair.
- Went with Darrel to check the sites for the repair orders that came in throughout the month and sent the repair orders to the contractors.
- Continue to work with farmers to fill out work orders for repairs and tile requests.
- Scanning ditch records for the DRM grant and sending to Houston Engineering for review and feedback.
- Help set up a booth for the LQP County fair. I made a demonstration for it that showed how buffer strips filter the water running into our water bodies.
- Sent the County Ditch #33 Redetermination landowner letters, & public hearing notice.
- Sent notices for the Petition for outlet into Watershed Ditch #92.
- Worked on orders to initiate redetermination of benefits for CD #84 and Lat B of CD #84 to bring before the County Drainage authority on October 16th.
- Corresponding with a representative from Geronimo Energy about an easement agreement they need from us before they can put up a wind tower on land in Section 27, Hansonville Township, Yellow Medicine County. Had Attorney Kolb review. The Board authorized Chairman Darrel Ellefson to sign the agreement.
- Had my sixth month evaluation with Administrator Hastad.
- Did the radio show with Mitch and reminded landowners of the buffer time-line.

OTHER: Ron Enger met with the Board to ask for help with getting a private ditch cleaned through the neighbors' property in Section 20, Hamlin Township. Discussion followed. The Board suggested talking to the renters and seeing if they could convince the landowner to allow the cleanout through his property.

At 5:27 p.m. Chairman Ellefson tabled the monthly meeting in order to hold the public hearing for the petition for outlet on Watershed Ditch #92.

Chairman Ellefson called for introductions. Present at the hearing were: Petitioner, Jason Wollschlager, Viewer Jon Olson, Jared Roiland, Randy Brown, Trudy Hastad, Managers Darrel Ellefson, David Ludvigson, David Craigmile, Joe Ferguson, and John Cornell.

Hastad reported that they received a petition for outlet from Jason Wollschlager for the SE1/4NE1/4 of Section 1 Township 118N Range 44 W Madison Township. Hastad then read the notice as was published for three weeks in the Dawson Sentinel, posted on the legal bulletin board, and sent to all landowners.

Jon Olson, Head Viewer, gave the viewers report.

Chairman Ellefson asked for comments from the public. Hastad responded that they received a few calls from ditch landowners wondering why they received the notice, but otherwise did not have any written comments. There were no additional comments from the public.

The managers discussed if the system had sufficient capacity to handle the additional water. Viewer Jon Olson said the area being petitioned is within the Watershed of the Ditch system.

Hastad asked the Board to approve the Findings and Order (attached Exhibit A)

M/S/P to approve the findings and order attached as Exhibit A to approve the petition of Jason Wollschlager to petition the SE1/4NE1/4 Section 1, Township 118N Range 44 W Madison Township into the WS Ditch #92 system and set an outlet fee of \$80/40 acres.

Motion: David Craigmile Seconded: Joe Ferguson Passed: 5-0

M/S/P to close the public hearing on the petition for outlet Watershed Ditch #92.

Motion: David Ludvigson Seconded: Joe Ferguson Passed: 5-0

At 5:48 p.m. Chairman Ellefson re-convened the regular Watershed meeting.

OTHER: Randy Brown met with the Board to ask them to consider extending his grazing date on the pasture land he is renting on Lazarus Creek property since the fence between the Fales property & the Watershed was not put in until the 2nd week in July. His contract states cattle must be removed by October 1. Discussion followed.

M/S/P to extend the grazing time on the Randy Brown rental on Lazarus Creek for 2018 only, from October 1 until October 15, 2018.

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

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

M/S/P to approve the Treasurers report.

Motion by: David Craigmile Second by: Joe Ferguson Passed: 5-0

M/S/P to transfer \$10,000 from the Canby Park deposit account to the Klein Park expense acct.

Motion by: David Ludvigson Second by: John Cornell Passed: 5-0

The following warrants were presented for approval:

Number	Vendor	Details	09/05/18 to 10/02/18
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General Klein Account:

6515	Roger Ellefson/Schuelke Electric	SSTS Loan	\$794.39
6516	Donita Ellingson/Hilden Digging	SSTS Loan	\$6,305.75
6517	Lonny West/Hilden Digging	SSTS Loan	\$9,519.38
6519	Mitch Wellnitz/Dean's Plumbing	SSTS Loan	<u>\$2,915.75</u>
		TOTAL	\$19,535.27

Park Account:

6080 - 6084	park payroll	08-26-18 to 09-25-18	\$5,415.25
6085	PERA	monthly deductions	\$593.88
6086	Doug's Service & Marine	2 v-belt, 1 cap grease, 1 pulley poly	\$56.43
6087	Lac qui Parle County Environmental	park cell phone reimbursement	\$45.91
6088	Lincoln Pipestone Rural Water	water usage @ park	\$68.15
6089	Running's Supply Inc	supply	\$11.75
6090	Frontier Communications	park phone, internet, fax	\$277.51
6091	Lincoln Pipestone Rural Water	water meter @ park	\$205.65
6092	Lyon-Lincoln Electric Coop	park electricity	<u>\$2,058.95</u>
		TOTAL	\$8,733.48

UPB GENERAL ACCT:

3465-3467	semi-monthly payroll	Sept 1-15, 2018 payroll	\$4,704.40
3468	PERA	semi-monthly deductions	\$880.76
3469	PERA	semi-monthly deductions	\$880.76
3470	PERA	late fee	\$12.12
	Deluxe for Business	2 boxes checks	\$435.69
3471	Rinke-Noonan Attorney's	monthly retainer, CD #54 improv	\$5,318.00
3472	I&S Group, Inc	final engineering report CD #54	\$5,846.00
3473	Dawson Sentinel	2 week budget ad, CD #54 final hearing ad	\$510.00
3474	Trudy Hastad	MAWA meeting	\$138.43

3475	Western Guard	photo contest ad	\$42.00
3476	Canby News	photo contest ad	\$42.00
3477	Jared Roiland	ditch mileage reimbursement	\$34.34
3478	Mitchell Enderson	WCA – mileage	\$17.98
3479	LQP-YB Liability Acct	Federal withholding	\$4,578.06
3480	LQP-YB Liability Acct	State withholding	\$1,972.00
3481	Lac qui Parle County Aud/Treas	September postage	\$75.41
3482	Lac qui Parle County Aud/Treas	Health Insurance	\$4,668.00
3483	Darrel Ellefson	Per diem & mileage	\$325.91
3484	Darrel Ellefson	monthly County ditch work/mileage	\$3,412.76
3485	David Ludvigson	per diem & mileage	\$143.97
3486	John Cornell	per diem & mileage	\$157.44
3487	Joe Ferguson	per diem & mileage	\$114.98
3488	David Craigmile	per diem & mileage	\$96.51
3489	MN Revenue	September sales & use tax	<u>\$309.00</u>
		TOTAL	\$34,716.52

DITCH ACCT:

TOTAL **\$-0-**
\$-0-

M/S/P to approve the warrants.

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

Secretary's Report:

Hastad presented meeting minutes #583 for approval.

M/S/P to approve meeting minutes #583

Motion: Joe Ferguson **Seconded:** John Cornell **Passed:** 5-0

Administrator Report/Old & New Business:

- Received a call from Casey Namken from Canby requesting to hold an ice-fishing contest at Del Clark on January 25/26 and asked to waive the park fee for the event. Discussion followed, with the Board requesting to put on next months' agenda to visit with park manager Ron Fjerkenstad.
- Presented a petition for Improvement for LQP County Ditch #42 received from petitioners Don Streich, Don Wildung, Cletus/Lyle Kruse, & John Kallhoff.

M/S/P to accept the petition pending Attorney Kolbs approval and appoint Houston Engineering as Engineers for the project

Motioned: David Ludvigson **Seconded:** Joe Ferguson **Passed:** 5-0

- The 2017 final audit exit meeting was held with CliftonAllenLarson, LLP.
- Asked the Board to approve a Fund Balance Policy for the LQP-YB Watershed (Exhibit B)

WHEREAS, it is the intent of the LQP-YB Watershed District Board to adopt a Fund Balance Policy in order to establish specific guidelines the LQP-YB Watershed District will use to classify fund balances into categories to be in compliance with governmental Accounting Standards Board (GASB) Statement No. 54. GASB established fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

BE IT FURTHER RESOLVED, that the effective date of this Fund Balance Policy is October 2, 2018.

BE IT FURTHER RESOLVED, that the policies found in this document will be subject to revision as needed.

BE IT FURTHER RESOLVED, that the attached document be known and called the "LQP-YB Watershed Fund Balance Policy" and that the original document shall be on file in the office of the LQP-YB Watershed District.

Adopted by the Lac qui Parle-Yellow Bank Watershed District Board of Managers on October 2, 2018.

M/S/P to approve the Lac qui Parle-Yellow Bank Fund Balance Policy effective 10/2/18.

Motioned: David Ludvigson **Seconded:** Joe Ferguson **Passed:** 5-0

- Asked the Board to approve sending a letter of support for Rice Creek Watershed Districts' MAWD Resolution to support new legislation in the 2019-2020 biennium, modeled after HF2687 and SF2419 (2018) regarding DNR Regulatory Authority over Public Drainage Maintenance and Repairs.

M/S/P to send a letter of support for Rice Creek Watershed Districts' MAWD Resolution to support new legislation in the 2019-2020 biennium, modeled after H2687 and SF2419 (2018), regarding DNR Regulatory Authority over Public Drainage Maintenance and Repairs.

Motioned: David Ludvigson **Seconded:** John Cornell **Passed:** 5-0

- MAWD Annual meeting will be held November 29, 30, & December 1 at Arrowood Resort in Alexandria, MN. Discussed who would be attending and room accommodations.
- Klein Bank sent a request for an updated signature card. Managers Ludvigson & Ellefson signed the signature card.
- Discussed a date for the Annual Advisory Board meeting. The Board set the date for Wednesday, December 5, 2018 at 4:30 p.m. in the Lac qui Parle County Commissioners' Room.
- Presented a Consent and Crossing Agreement between the Lac qui Parle-Yellow Bank Watershed District (Existing Easement Holder) and Northern States Power Company (NSP) as attached (Exhibit C)

M/S/P to approve the Consent and Crossing Agreement (Exhibit C) between the Lac qui Parle-Yellow Bank Watershed District (Existing Easement Holder) and Northern States Power Company (NSP).

Motioned: David Ludvigson **Seconded:** John Cornell **Passed:** 5-0

- John & Jan Stone sent an e-mail asking if the Board would be interested in purchasing 40 acres of property adjacent to Stonehill Park. Discussion followed. Hastad was instructed to e-mail the Stone's and invite them to our next meeting to discuss.
- Hastad informed the Board that the County health insurance premium was increasing by 9.9% and shared how LQP County was dividing that up with their employee's and asked how the Watershed would like to handle the increase.

M/S/P to follow the LQP County distribution of health insurance increase to employee's for 2019 health insurance (Exhibit D) .

Motioned: Joe Ferguson **Seconded:** David Craigmile **Passed:** 5-0

- November 1, 2018 is the Area II Annual Legislative Gathering in Redwood Falls. Craigmile, Ellefson, & Ludvigson are planning on attending.

PERMITS - The following permit applications were applied for

12359	Wayne Anderson	Riverside, 1	seepage lines	10/02/18 DE
12360	Roger Borstad	Lake Shore, 25	seepage lines	10/02/18 DE
12361	Tom Bornhorst	Madison, 21	seepage, main tile	10/02/18 DL
12362	Tom Bornhorst	Madison, 16	main tile	10/02/18 DL
12363	Doug DeJong	Camp Release, 31	main tile	10/02/18 DC
12364	Wayne Enger	Hamlin, 30	seepage lines	10/02/18 DL
12365 Renew #1170	David Haas	Madison, 7	seepage lines	10/02/18 DE
12366	Gary Hauck	Garfield, 13	seepage main tile	10/02/18 DE
12367	Trent Jorgenson	Camp Release, 5	seepage lines	10/02/18 DC
12368 Renew #11890	Ervin Kostad	Riverside, 22	seepage lines	10/02/18 DE
12369	Robert Kuhlman	Ten Mile Lake, 8	seepage lines	10/02/18 DE

12370	Roger & Gary Larson	Freeland, 24	seepage lines	10/02/18 DL
12371	Kevin Larson	Maxwell, 9	seepage & main tile	10/02/18 DC
12372	Gary Landmark	Camp Release, 20&21	seepage lines	10/02/18 DC
12373	Lac qui Parle Hwy	Yellow Bank, 22	main tile/inlet	10/02/18 DE
12374	David Larson Trust	Providence, 4	seepage lines	10/02/18 DE
12375 Renew #11988	Paul Lund	Lake Shore, 27	seepage lines	10/02/18 DE
12376 Renew #11987	Paul Lund	Lake Shore, 34	seepage lines	10/02/18 DE
12377	Dwight Mork	Lake Shore, 30	clean ditch	10/02/18 DE
12378	Aaron Olson	Maxwell, 4	clean ditch	10/02/18 DE
12379	Luke Peterson	Cerro Gordo, 34	seepage lines	10/02/18 DE
12380	Stan Streich	Perry, 18	seepage lines	10/02/18 DL
12381	Dennis Steffen	Norman, 22	seepage lines	10/02/18 JF
12382	Mike Swenson	Omro, 5	seepage lines	10/02/18 JF
12383	Ryan Swenson	Maxwell, 29	seepage lines	10/02/18 DC
12384	Mike Swenson	Maxwell, 20	seepage lines	10/02/18 DC
12385	Mike Swenson	Maxwell, 32	seepage lines	10/02/18 DC
12386	Mike Swenson	Maxwell, 31	seepage lines	10/02/18 DC
12387	Steve Stamp	Mehurin, 13	seepage, main tile	10/02/18 DE
12388	Chad Strei	Walter, 36	clean ditch	10/02/18 DL
12389 Renew #11598	Chad Strei	Walter, 1	clean ditch	10/02/18 DE
12390	Chad Strei	Walter, 36	clean ditch	10/02/18 DE
12391	Chad Strei	Walter, 2	cleanout waterway	10/02/18 DE
12392	David Torstenson	Riverside, 8	seepage, main tile	10/02/18 DE
12393	David Torstenson	Cerro Gordo, 18	seepage lines	10/02/18 DE
12394	David Torstenson	Cerro Gordo, 32	seepage lines	10/02/18 DE
12395	David Torstenson	Riverside, 5	seepage lines	10/02/18 DE
12396	Scott Wittnebel	Perry, 30	clean ditch	10/02/18 DE
12397	Ryan Westphal	Wergeland, 6	seepage & main tile	10/02/18 JF
12398	Elizabeth Kellen	Madison, 32	seepage lines	10/02/18 DE

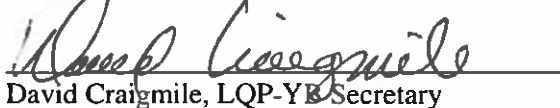
Permits Denied: Elizabeth Kellen for NRCS approval, Shelstad Brothers for DNR permit, & Kenneth Lee for additional information.

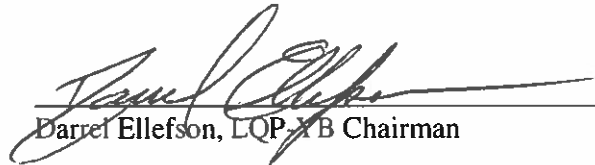
M/S/P to approve watershed permits:

Motion: Joe Ferguson, **Seconded:** David Craigmile **Passed:** 5-0

Meeting adjourned at 7:25 p.m.

Attest:


David Craigmile, LQP-YB Secretary


Darrel Ellefson, LQP-YB Chairman

Minutes prepared by Hastad

The next regularly scheduled meeting of the Lac qui Parle-Yellow Bank Watershed District is Monday, November 5, 2018 at 4:30 p.m. (due to elections on the 6th) at the Lac qui Parle County Courthouse, Commissioners' Room.

STATE OF MINNESOTA
Before the
LAC QUI PARLE-YELLOW BANK WATERSHED DISTRICT
BOARD OF MANAGERS
SITTING AS THE DRAINAGE AUTHORITY FOR
WATERSHED DITCH #92

In the Matter of:

**the Petition of Jason Wollschlager to
outlet into Watershed Ditch #92**

FINDINGS AND ORDER

The Lac qui Parle-Yellow Bank Watershed Board of Managers, sitting as the drainage authority for Watershed Ditch #92 pursuant to Minnesota Statutes, section 103E.401. Having noticed and conducted a public hearing on the petition for outlet, and based on the record and proceedings, Manager

David Craigmire moved, seconded by Manager
adopt the following Findings and Order.

Joe Ferguson to

Findings:

1. A Petition and Cashier's Check dated July 13, 2018 was received by the watershed administrator on behalf of the Lac qui Parle-Yellow Bank Watershed District. The petitioner is praying for permission to use Watershed Ditch #92 as an outlet to drain the following property:

SE1/4 NE 1/4 Section 1 TWP 118N Range 44W Madison Township

2. A public hearing was held on October 2nd, 2018 at 5:30 p.m. in the Lac qui Parle County Commissioner's Room, LQP County Courthouse, 600 6th St. Madison, MN 56256.
3. A public notice was read as advertised in the Dawson Sentinel for three weeks and also notice to all landowners of Watershed Ditch #92.

4. Jon Olson, the viewer, presented the recommendation for benefits as described in the attached Exhibit B.
5. The public comment was received from: none
6. The Lac qui Parle-Yellow Bank Watershed District Board of Managers, acting as the Drainage Authority for Watershed Ditch #92, makes the following Findings of Order:

Order

Based on the foregoing Findings and the entire record of proceedings before the Board of Managers, acting as the drainage authority for Watershed Ditch #92, hereby order as follows:


1. That pursuant to Minnesota Statutes 103E.401, the Drainage Authority has considered the capacity of the outlet for the drainage system.
2. That the benefits as described in the attached Exhibit B, and findings as described above are found to be complete and correct.

After discussion, President Ellefson called the question. The question was on the adoption of the foregoing findings and order, and there were 5 yeas, 0 nays, 0 absent, and 0 abstentions as follows:

	Yea	Nay	Absent	Abstain
Manager Ellefson	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Manager Ludvigson	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Manager Craigmile	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Manager Cornell	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Manager Ferguson	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

Dated this 2nd day of October, 2018

Lac qui Parle-Yellow Bank Watershed District Board of Managers
Acting as the Drainage Authority for Watershed Ditch #92

By 
Darrel Ellefson, Chairperson

Lac qui Parle-Yellow Bank Watershed District

FUND BALANCE POLICY

Approved by Watershed Board:

I. PURPOSE

The purpose of this policy is to establish specific guidelines the Lac qui Parle-Yellow Bank Watershed District will use to integrate and further define the Lac qui Parle-Yellow Bank Watershed governmental fund balance policy in compliance with Governmental Accounting Standards Board (GASB) Statement No. 54 which establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

The purpose of this policy is to also establish specific guidelines the Lac qui Parle-Yellow Bank Watershed District will use to classify fund balances into categories based primarily on the extent to which the District is legally required to expend funds only for certain specific purposes.

II. CLASSIFICATIONS:

Governmental Fund Balance classifications are defined as follows:

1. Non-spendable

- This category includes amounts that cannot be spent because they are either not in spendable form (i.e. prepaid, inventory, long-term receivables) or there is a legal or contractual requirement to be maintained intact.

2. Restricted

- Fund balance should be reported as restricted when constraints placed on those resources are either (i) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (ii) imposed by law through constitutional provisions or enabling legislation.

3. Committed

- This category has self-imposed limitations set in place prior to the end of the fiscal year. These limitations must be imposed by the Watershed Board including the removal of the limitation or any modifications.
- To remove the constraint on specified use of committed resources, the Board shall pass a motion or otherwise take action.

4. Assigned

- Amounts that are constrained by the government's intent to use for specified purposes, but are neither restricted nor committed. Assigned fund balance in the General fund includes amounts that are intended to be used for specific purposes.

- The Board has delegated the authority to assign and remove assignments of fund balance amounts for specified purposes to the District Administrator.

5. Unassigned

- Unassigned fund balance represents the remaining resources that are available for any purpose in the General Fund and would include any negative amounts in other governmental funds.

III. MANAGEMENT OF WATERSHED FUND BALANCE:

- At the discretion of the Watershed Board, fund balance may be committed for specific purposes by resolution designating the specific use of fund balance and the amount. The resolution would need to be approved before year end and will remain binding unless removed in the same manner. The amount to be set aside can be determined after year end. The District Administrator may assign fund balance or amounts that reflect County's intended use of those funds.
- When both restricted and unrestricted resources are available for use, it is the District's policy to first use restricted resources, and then use unrestricted resources as they are needed.
- The District recognizes there may be instances where this ordering criteria does not serve the best interest of the District. In those instances, the District administrator will use his/her best judgement in fund utilization to achieve the best result for the District.
- A negative residual amount may not be reported for restricted, committed, or assigned fund balances in the General fund.

DRAFTED BY (AND AFTER
RECORDING RETURN TO):
NORTHERN STATES POWER COMPANY
414 NICOLLET MALL-06
MINNEAPOLIS, MN 55401
ATTN: MANAGER, SITING AND LAND RIGHTS

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES

CONSENT AND CROSSING AGREEMENT

THIS CONSENT AND CROSSING AGREEMENT (the "**Agreement**") is executed as of this 2 day of October, 2018, by and between Lac qui Parle Yellow Bank Watershed District ("**Existing Easement Holder**") and Northern States Power Company, a Minnesota corporation ("**NSP**"). Existing Easement Holder and the NSP are sometimes referred to herein collectively as the "**Parties**".

RECITALS

WHEREAS, Existing Easement Holder is the holder of certain easements recorded in the Records of Lincoln County, Minnesota (collectively "**Easements**"), pursuant to which Existing Easement Holder operates certain dam facilities (the "**Easement Facilities**"). The Easements and real property encumbered by such Easements (the "**Property**") are described in the attached Exhibit A; and,

WHEREAS, NSP is in the process of developing a wind energy project on and in the vicinity of the Property (the "**Project**"), and may construct wind energy generation turbines, supporting structures, foundations and pads, footings, electrical transformers, fixtures, wind measurement equipment including meteorological towers, electric distribution and transmission lines, cables, power poles, access roads, and related facilities and equipment (collectively referred to as "**Wind Farm Improvements**") on the Property for the purpose of accessing, constructing, operating and maintaining the Wind Project, pursuant to certain wind easements described in the attached Exhibit B, memorandums of which have been recorded in county records (the "**Wind Easements**"); and,

WHEREAS, Existing Easement Holder is willing to expressly consent to NSP's construction, maintenance and use of said Wind Farm Improvements on the Property, some of which Wind Farm Improvement may cross the Easement Facilities, subject to certain conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Consent to Wind Easements and Wind Farm Improvements** Existing Easement Holder hereby expressly consents to the Wind Easements and the construction, operation and maintenance of the Wind Farm Improvements, so long as such Wind Farm Improvements are constructed, operated and maintained in compliance with all legal and regulatory requirements, including applicable electric and electric reliability codes and standards and so long as the Wind farm Improvements do not interfere with the designed function, operation or maintenance of the Easement Facilities. NSP shall provide Existing Easement Holder with design and construction drawings for each location where the Wind Farm Improvements cross the Easement Facilities. NSP shall not construct any such crossings without obtaining Existing Easement Holder's prior written approval of the design of any such crossing, such approval not to be unreasonably withheld. The Wind Farm Improvements that cross the Easement Facilities shall only be perpendicular crossings, unless otherwise approved in advance by Existing Easement Holder, such approval not to be unreasonably withheld. After construction of the Project is complete, NSP shall provide Existing Easement Holder a map or sketch of all Wind Farm Improvements, including any crossing points with the Easement Facilities. If Existing Easement Holder fails to respond to NSP's written request for approval of a crossing design or non-perpendicular angle of crossing within Fifteen (15) days after the date a request is delivered to Easement Holder, Existing Easement Holder shall be deemed to have approved NSP's design and angle of crossing for the crossing requested.
2. **As-built Drawings.** Upon the completion of construction, NSP shall provide Existing Easement Holder a copy of the as-built drawings of all Wind Farm Improvements, including any crossing points with the Easement Facilities.
3. **Cooperation.** Existing Easement Holder will reasonably cooperate with NSP with respect to the installation of Wind Farm Improvements on the Property.
4. **Damages.** NSP agrees to notify Existing Easement Holder immediately in the event any damages are caused by NSP or a NSP contractor (or other agent) to the Easement Facilities. NSP will repair the damage, at its expense. In the event it is necessary for Existing Easement Holder to make the emergency repairs due to damage caused by NSP or a NSP contractor or other agent, or a failure to comply with Section 1, NSP will reimburse Existing Easement Holder for its expense immediately upon receipt of Existing Easement Holder's invoice.
5. **Notice.** All notices given or permitted to be given hereunder shall be writing. Notice is considered given either (i) when delivered in person to the recipient named below, (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the party or person intended, or (iii) twenty-four (24) hours from proper and timely delivery to an overnight courier service addressed by name and address to the party or person intended as follows:

Notice to Existing Easement Holder:

Lac qui Parle Yellow Bank Watershed District
Courthouse
600 6th Street, Suite #7
Madison, MN 56256
Attention:

Notice to NSP:

Northern States Power Company
414 Nicollet Mall – 06
Minneapolis, MN 55401
Attention: Manager, Siting and Land Rights

Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change.

6. **Miscellaneous**. This Agreement shall inure to the benefit and be binding on the respective heirs, successors, assigns, agents, contractors, and personal representatives of the Parties to this Agreement, and shall run with and against the Property. NSP shall be permitted to assign this Agreement without the prior written consent of Existing Easement Holder, provided that the assignee shall assume and be subject to all of the obligations, covenants and conditions applicable to NSP under this Agreement. Nothing contained herein shall be construed to abrogate or relinquish any rights granted by the original Easements.

7. **Counterparts**. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Agreement. This Agreement may be recorded by either Party in the Recorder's Office of any county in which the Property is located. This Agreement and the attached Exhibits shall constitute the entire agreement between the Parties and supersedes all other prior writings and understandings. This Agreement shall not be amended or modified in any way except by an instrument signed by the Parties. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be reasonably necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof. This Agreement shall be governed by and interpreted in accordance with the then existing laws of the State of Minnesota and the county where the Property is located shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement. Whenever in this Agreement the approval or consent of either Party is required or contemplated, unless otherwise specified, such approval or consent shall not be unreasonably withheld or delayed.

Counterpart signature pages follow.

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

LAC QUI PARLE YELLOW BANK WATERSHED DISTRICT:

By: _____

Name: Darrel Ellefson

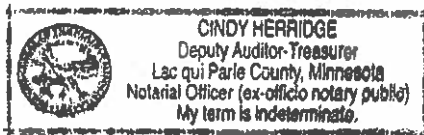
Its: Chairman of the Board

STATE OF MINNESOTA)

COUNTY OF LAC QUI PARLE)

The foregoing instrument was duly acknowledged before me this 2nd day of October, 2018, by Darrel Ellefson, as Chairman of the Board of Lac qui Parle Yellow Bank Watershed District, who subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said watershed district and that he was duly authorized to do so.

Notary Public



COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

NORTHERN STATES POWER COMPANY:

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was duly acknowledged before me this _____ day of _____, 20____, by _____ as _____ of Northern States Power Company, a Minnesota corporation, who subscribed to the foregoing instrument and acknowledged that he/she executed the same on behalf of said corporation and that he/she was duly authorized to do so.

Notary Public

EXHIBIT A **Easements**

Title of Document	Date	Recording Information	Property
Easement and Agreement	August 7, 1984	August 7, 1984 in Document No. 127100, Book 96, Page 283	Part of 05-0142-000: The Southeast Quarter (SE ¼) of Section Twenty-Seven (27), Township One Hundred Thirteen (113), Range Forty-Six (46), Lincoln County, Minnesota.
Easement and Agreement	November 5, 1974	November 12, 1974 in Document No. 112345, Book 84, Page 473	The Southwest Quarter (SW ¼) of Section Twenty-Seven (27), Township One Hundred Thirteen (113), Range Forty-Six (46), Lincoln County, Minnesota.

EXHIBIT B

Wind Easements

Title of Document	Date	Recording Information	Property
Land Lease and Wind Easement Agreement	September 17, 2015	May 9, 2016 as Document No. 2016-000743	Part of 05-0142-000: The Southeast Quarter (SE ¼) of Section Twenty-Seven (27), Township One Hundred Thirteen (113), Range Forty-Six (46), Lincoln County, Minnesota. – Tract 70
Land Lease and Wind Easement Agreement	September 18, 2015	April 19, 2016 as Document No. 2016-000614	<p>05-0143-000 & 05-0144-000: Southwest Quarter (SW ¼), Section Twenty-seven (27), Township One Hundred Thirteen (113), Range Forty-six (46), Lincoln County, Minnesota</p> <p>EXCEPT:</p> <p>Commencing at the South Quarter Corner of said Section 27; thence North 90° 00' 00" West along the South line of said SW¼ for a distance of Three Hundred Fifty-three and Seventy-five Hundredths feet (353.75 ft.) to the Point of Beginning; thence North 90° 00' 00" West along said South line of SW¼ for a distance of One Hundred Forty-seven and Fifty-eight Hundredths feet (147.58 ft.); thence North 00° 00' 00" East for a distance of One Hundred Forty-seven and Fifty-eight Hundredths feet (147.58 ft.); thence South 90° 00' 00" East for a distance of One Hundred Forty-seven and Fifty-eight Hundredths feet (147.58 ft.); thence South 00° 00' 00" West for a distance of One Hundred Forty-seven and Fifty-eight Hundredths feet (147.58 ft.) to the Point of Beginning, containing 0.5 acre, of which 0.11 acre is used for public road easement.</p> <p>The bearing of the South line of said SW¼ is assumed to be North 90° 00' 00" West - Tract 71, Tract 72</p>

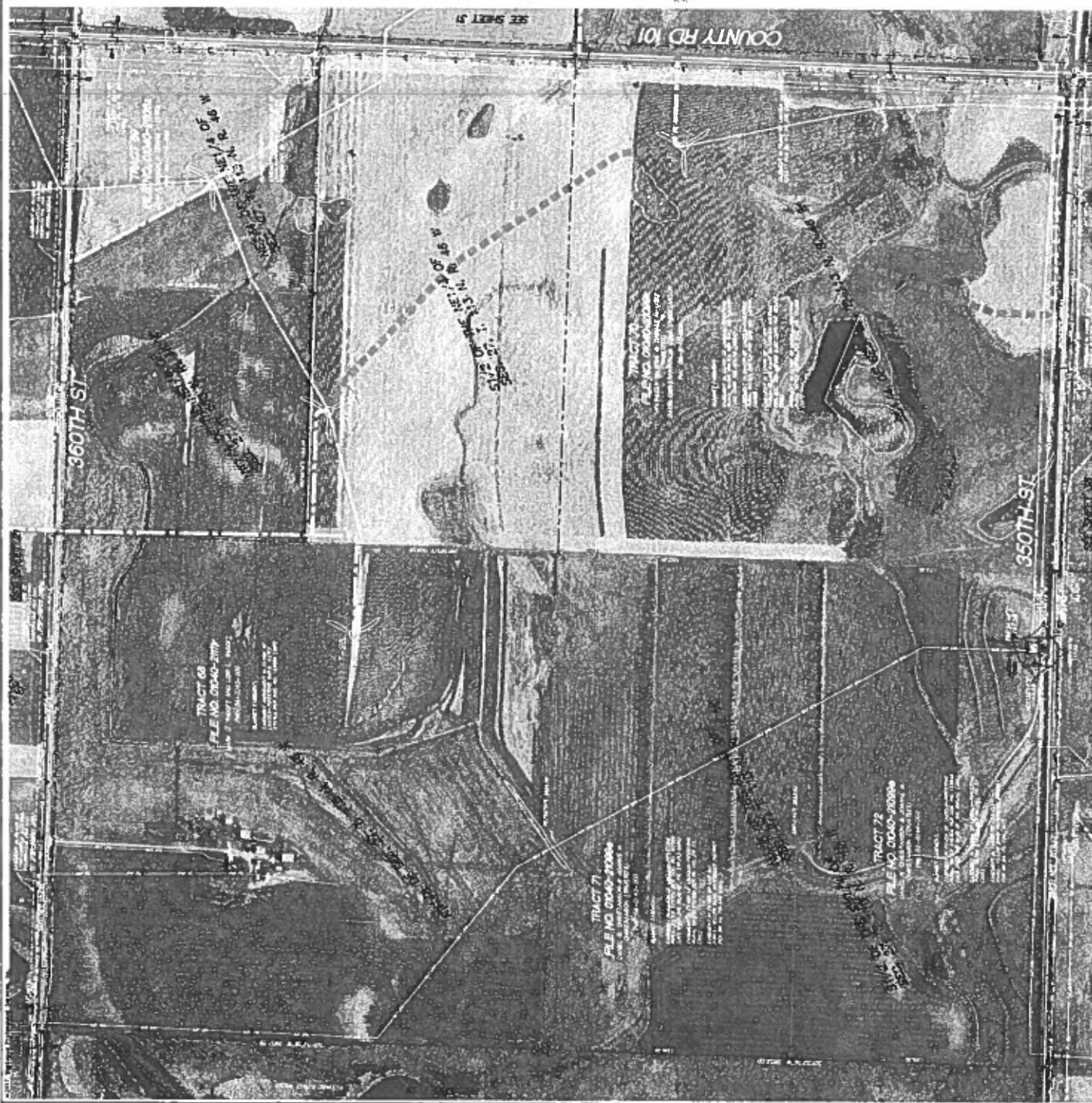
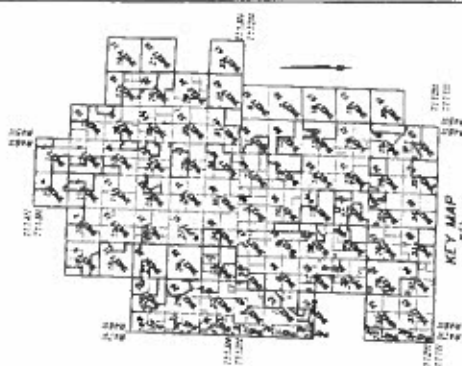
**Blazing Star
Wind Project**

Lincoln County, MN

Pre-Construction
ALTA/NSPS Lead Title
Survey (Detail Sheet)

01/24/2019

2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408</
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EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, by and between Otto Gerald Christianson and Edna G. Christianson, his wife, owners of the Southwest Quarter (SW¹/₄) of Section Twenty Seven (27), Township One Hundred Thirteen (113), Range Forty Six (46), Lincoln County, Minnesota, parties of the first part, and Lac Qui Parle-Yellow Bank Watershed District, party of the second part.

WHEREAS, Parties of the first part have agreed to the construction of a dam on the above described property, and party of the second part has agreed that this will provide flood protection of common benefit to the Lac Qui Parle-Yellow Bank Watershed District, and has agreed to furnish partial funds for the construction and maintenance of the dam project, IT IS AGREED:

EASEMENT

That parties of the first part will hereby grant to second party, an easement over and across the above described property, to install, repair, maintain and inspect the dam project;

AGREEMENTS

That parties of the first part hereby agree to maintain the permanent pool and flood storage levels as set by the Soil Conservation Service in the construction of the dam; that should the dam project be damaged or destroyed during the normal life span of the project, the parties of the first part will apply to ASCS for costs sharing for the replacement or restoration of the project;

That in addition to funds that may be provided by ASCS for repair or replacement of the structure, parties of the first part agree with party of the second part that they will be responsible for payment of the first \$300.00 in costs of repair or maintenance annually, and that party of the second part agrees with parties of the first part that they will annually furnish funds for such repair, replacement or restoration in excess of the first \$300.00 up to the maximum of the initial project contribution by the Lac Qui Parle-Yellow Bank Watershed District at the time of the initial construction of the project.

IT IS FURTHER AGREED, that the easement granted by this agreement shall be for a period of Fifty (50) years from the date of the recording of this easement with the Register of Deeds, Lincoln County, Minnesota.

That the provisions in this Agreement regarding repair and replacement shall continue during the normal lifespan of the dam project;

That the covenants, terms and conditions of this agreement shall extend, apply to, and firmly bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto, as fully as the parties are themselves bound.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 5 day of Nov, 1974.

Minnesota State Deed Tax
\$2.20

This instrument was drafted by
Kaye S. Reishus
685 Prentice
Granite Falls, Minnesota

DEED TAX



\$2.20

Otto Gerald Christianson
Otto Gerald Christianson

Edna G. Christianson
Edna G. Christianson

BOARD OF MANAGERS, LAC QUI PARLE-YELLOW
BANK WATERSHED DISTRICT

BY: Willard Pearson
Willard Pearson, President

AND: James Stone
James Stone, Secretary

STATE OF MINNESOTA)
COUNTY OF Lincoln) ss.

On this 5 day of Nov, 1974, before me, a Notary Public, within and for said County, personally appeared Otto Gerald Christianson and Edna G. Christianson, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

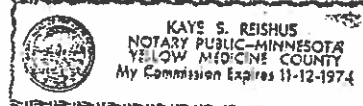
ORLAN L. SANDRO
Notary Public, Lincoln County, Minn.
My Commission Expires Oct. 13, 1976

Orlan L. Sandro
Notary Public

STATE OF MINNESOTA)
COUNTY OF Yellow Medicine) ss.

On this 11th day of November, 1974, before me, a Notary Public, within and for said County, personally appeared Willard Pearson and James Stone, to me personally known, who, being each by me duly sworn did say that they are respectively the President and the Secretary of the corporation named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the corporation by authority of its Board of Managers, and said Willard Pearson and James Stone acknowledged said instrument to be the free act and deed of said corporation.

Kaye S. Reishus
Notary Public



KAYE, CARLSON & REISHUS
ATTORNEYS AT LAW
GRANITE FALLS, MINN.

No. 112345

Filed for record on the 12th day of November A. D. 1974 at 9:00 o'clock

Kenneth H. Toff
REGISTER OF DEEDS

A. M.

EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT, by and between Otto Gerald Christianson and Edna G. Christianson, his wife, owners of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-seven (27), Township One Hundred Thirteen (113), Range Forty-six (46), Lincoln County, Minnesota, parties of the first part, and Lac qui Parle-Yellow Bank Watershed District, party of the second part.

WHEREAS, Parties of the first part have agreed to the construction of a dam on the above described property, and party of the second part has agreed that this will provide flood protection of common benefit to the Lac qui Parle-Yellow Bank Watershed District, and has agreed to furnish partial funds for the construction and maintenance of the dam project, IT IS AGREED:

EASEMENT

That parties of the first part will grant to second party, an easement over and across the above described property, to install, repair, maintain and inspect the dam project;

AGREEMENTS

That parties of the first part hereby agree to maintain the permanent pool and flood storage levels as set by the Soil Conservation Service in the construction of the dam; that should the dam project be damaged or destroyed during the normal life span of the project, the parties of the first part will apply to ASCS for costs sharing for the replacement or restoration of the project;

That in addition to funds that may be provided by ASCS for repair or replacement of the structure, parties of the first part agree with party of the second part that they will be responsible for payment of the first \$300.00 in costs of repair or maintenance annually, and that party of the second part agrees with parties of the first part that they will annually furnish funds for such repair, replacement or restoration in excess of the first \$300.00 up to the maximum of the initial project contribution by Lac qui Parle-Yellow Bank Watershed District at the time of the initial construction of the project.

IT IS FURTHER AGREED, That the easement granted by this agreement shall be for a period of fifty (50) years from the date of the recording of this easement with the Register of Deeds, Lincoln County, Minnesota.

That the provisions in this Agreement regarding repair and replacement shall continue during the normal lifespan of the dam project;

That the covenants, terms and conditions of this agreement shall extend, apply to, and firmly bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto, as fully as the parties are themselves bound.

96
283

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this
7th day of August, 1984.

Otto Gerald Christianson
Otto Gerald Christianson

Edna G. Christianson
Edna G. Christianson

BOARD OF MANAGERS, LAC QUI PARLE-YELLOW
BANK WATERSHED DISTRICT

By Walter Maatz
Walter Maatz, President

By James Thorpe
James Thorpe, Secretary

STATE OF MINNESOTA)
COUNTY OF Lincoln) ss.

On this 7th day of August, 1984, before me, a Notary Public, within and for said County, personally appeared Otto Gerald Christianson and Edna G. Christianson, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Kenneth H. Toft
County Recorder, Lincoln County,
Minnesota

STATE OF MINNESOTA)
COUNTY OF Yellow Medicine) ss.

On this 8 day of May, 1984, before me, a Notary Public, within and for said County, personally appeared Walter Maatz and James Thorpe, to me personally known, who, being each by me duly sworn did say that they are respectively the President and the Secretary of the corporation named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the corporation by authority of its Board of Managers, and said Walter Maatz and James Thorpe acknowledged said instrument to be the free act and deed of said corporation.

LaMorne M. Wiest

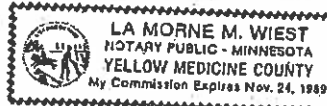
State of Minnesota } 127100
County of Lincoln }
Office of County Recorder

I hereby certify that the within instrument was filed in this office for record on the 7th day of August A.D. 19 84
4:05 o'clock P. M., and was duly recorded in Book 96 of DEEDS on page 283

KENNETH H. TOFT
County Recorder
By Jane M. Saffer
Deputy

This instrument was Drafted By
QUALLEY & SOULTON, Attorneys at Law
Candy, MN. 56228

Reception
Grantor
Grantee
Tract
Record
Margin



Otto Gerald Christianson
RR #1 P. O. Box 224
Hendricks, Mn. 56136 NF

Christianson Dam Hansonville 27



04/16/2017

21

22

23

28

26

Hansville

33

35



Exhibit D

2019 County Health Insurance Plan Options

80/20 plan 100% plan Based on

	VEBA #823		VEBA #850 /		H.S.A. #850 ⁵	
	Single	Family	Single	Family	Single	Family
Premiums						
Monthly Premium cost	\$619.00	\$1,750.00	\$526.50	\$1,490.00	\$526.50	\$1,490.00
Less: Employer contribution ²	759.00	1,190.50	765.00	1,206.00	865.00	1,406.00
Employee contribution ¹	0.00	559.50	0.00	284.00	0.00	84.00
<i>*If employer contribution > premium, difference is added to VEBA or HSA</i>						
	140.00		238.50		338.50	
VEBA or H.S.A. Contribution Details						
Standard contribution	1,200.00	2,400.00	1,200.00	2,400.00	0.00	0.00
Extra employer contribution	1,680.00		2,862.00		4,062.00	0.00
Total Annual Contribution ³	2,880.00	2,400.00	4,062.00	2,400.00	4,062.00	0.00
Employer Annual Costs	10,308.00	16,686.00	10,380.00	16,872.00	10,380.00	16,872.00
Employee Annual Costs	0.00	6,714.00	0.00	3,408.00	0.00	1,008.00
Plan Details						
Annual Deductible	2,600.00	5,200.00	5,000.00	10,000.00	5,000.00	10,000.00
Out of Pocket Maximums	3,500.00	6,500.00	5,000.00	10,000.00	5,000.00	10,000.00
Total Max Employee Cost (Worst Case Scenario) ⁴	\$620.00	\$10,814.00	\$938.00	\$11,008.00	\$938.00	\$11,008.00
Total Min Employee Cost (Best Case Scenario) ⁵	-2,880.00	4,314.00	-4,062.00	1,008.00	-4,062.00	1,008.00

- 1 This portion of the monthly premium will be deducted from your paycheck.
- 2 This is the total amount that will be deducted from your paycheck over the course of the year.
- 3 This is the total amount that the county will contribute to the employee's VEBA/H.S.A. account over the course of the year.
- 4 This scenario represents the total expenses you will incur during the year. It is equal to the out of pocket maximum less the VEBA/H.S.A. funds available plus the employee annualized premium cost.
- 5 This scenario represents a case where you have \$0 in claims so your only costs are premiums paid through payroll deduction. In this case, amounts contributed to your VEBA/HSA are carried over to the next year.
- 6 The H.S.A. #850 is identical to the VEBA #850 plan, except the employer contribution of \$100/\$200 to the VEBA is instead allocated to the employer contribution to the premium. The employee may still opt to contribute to his/her Healthcare Savings Account (H.S.A.), subject to IRS limitations.

Split 50/50
up to maximum
100% increase

with

