

# PELICAN RIVER WATERSHED DISTRICT

## REGULAR MEETING BOARD MINUTES –APRIL 22, 2021

**Managers Present:** Kral, Okeson (via IT), Imholte (via IT), Michaelson, Jasken, Haggart (via IT), Deede

**Managers Absent:** None

**Staff:** Administrator Guetter, Mortenson, Moses

**Consultants:** Attorney Skoyles (via IT), Engineer Mackowick- Wenck part of Stantec (via IT)

**Advisory Committee:** John Okeson (via IT); Bryan Malone- Becker County SWCD; **Others:** Darrin Newville & Ben Underhill (East Otter Tail SWCD via IT); Henry Van Offelen & Pete Waller (Board of Soil and Water Resources – via IT)).

**CALL TO ORDER.** The Regular Managers' hybrid meeting was called to order by President Kral at 5:00 PM.

**APPROVE CONSENT AGENDA.** Motion to approve the April 22, 2021 Consent Agenda (April 2021 Administrator Report; Secretary's Report –March 18, 2021 Regular Minutes – with addition of Imholte serving on MAWD Bylaws Committee and March Expenses EFT 1553-1555 - \$4,634.20 was corrected to \$4,634.32; April 8, 2021 Special Meeting Minutes; April 2021 Rules/Permitting Report, and the April 2021 Ditch Inspector's Report (Imholte, Michaelson); Roll Call Vote: Kral- AYE; Imholte AYE; Okeson- AYE; Michaelson- AYE; Jasken- AYE; Haggart AYE; Deede- AYE; carried unanimously.

### COMMITTEE REPORTS.

**Personnel Committee-** Nothing further to report.

**1W1P Planning Partnership Update** – covered under New Business.

**Citizen Advisory Committee** – Covered under Unfinished Business – CAC Recommendations.

### UNFINISHED BUSINESS.

- a. **Rice Lake CIP Construction Contracts Approval.** The District received the signed award contracts (Notice of Award, Construction Proposal, Construction Agreement, Contractor's Bond on Construction, Liability Insurance) on April 22, 2021 and forwarded them to Attorney Skoyles for review. A pre-construction meeting will be held in the next couple of weeks, with construction to start in mid-May. **Motion to approve the Rice Lake Project Construction award contracts (Notice of Award, Construction Proposal, Construction Agreement, Contractor's Bond on Construction, Liability Insurance) to Williams Excavation and Seeding, LLC in the amount of \$501,499.27 for the Rice Lake Upper Structure Project (Kral, Jasken); Roll Call Vote: Kral- AYE; Imholte AYE; Okeson- AYE; Michaelson- AYE; Jasken- AYE; Haggart AYE; Deede- AYE; carried unanimously, attached hereto.**
- b. **PRWD Citizen Advisory Committee.** Moses reviewed the committee's recommended education activities for PRWD financial assistance. Moses suggested the District financially sponsor the Sucker Creek event for 9<sup>th</sup> grade students and contribute to the City of Detroit Lakes 4<sup>th</sup> grade Water Festival as both events are well run with PRWD staff participation. There is great interest in pollinator gardens from both school groups and as environmental projects for organized groups. Funding for environmental field trips and classroom science kits were also discussed. Project sponsorship recognition using signage, stickers, news and social media outlets, as well as other methods to promote the District's contribution are required. **Motion to authorize Administrator Guetter to approve education and environmental activity grants as outlined in the March 10, 2021 CAC Recommendations and Grant Program Budget up to a total amount of \$12,000 for 2021 (Imholte, Haggart); Roll Call Vote: Kral- AYE; Imholte AYE; Okeson- AYE; Michaelson- AYE; Jasken- AYE; Haggart AYE; Deede- AYE; carried unanimously, attached hereto.**

### NEW BUSINESS.

- a. **Otter Tail 1W1P MOU:** It was stressed that all agencies participating needed to sign the same MOU. Concern was raised about the process, however, the managers believe it is in the District's best interest to sign the MOU and see how the process moves forward with the understanding that if the District did not see a benefit, they could withdraw from the process. **Motion to sign the 1W1P MOU Agreement (Jasken, Michaelson) Roll Call Vote: Kral- AYE; Okeson- AYE; Michaelson- AYE; Jasken- AYE; Haggart AYE; Deede- AYE; Imholte-NAY Motion carried, attached hereto.**
- b. **Otter Tail WRAPS Update.** Ben Underhill, East Otter Tail SWCD made a presentation.



**PELICAN RIVER WATERSHED DISTRICT  
REGULAR MEETING BOARD MINUTES –APRIL 22, 2021**

**TREASURER'S REPORT.**

- a. **Approval of April 2021 Claims and Manager 1<sup>st</sup> Quarter Expenses & Per Diems:** Treasurer Michaelson presented the April 2021 claims to the Managers. **Motion to approve the April 2021 claims and the 1<sup>st</sup> Quarter Manager Expenses and Per Diems (Checks #14815-14825 and EFT 1582-1591 in the amount of \$25,907.64 (Michaelson, Deede); Roll Call Vote: Kral- AYE; Imholte AYE; Okeson- AYE; Michaelson- AYE; Jasken- AYE; Haggart Aye; Deede- Aye; carried unanimously, (attached hereto).**
- b. **April Fund Transfer.** Treasurer Michaelson recommended transferring \$52,000 to cover the monthly payments and expenses. **Motion to transfer \$52,000 from the Bremer Bank savings account to the checking account (Michaelson, Jasken); Roll Call Vote: Kral- AYE; Imholte AYE; Okeson- AYE; Michaelson- AYE; Jasken- AYE; Haggart-Aye; Deede- Aye; carried unanimously.**
- c. **Financial Report.** The January-March 2021 Revenues and Expenses Report was reviewed by the managers. **Motion to approve the January 2021 R & E Report (Michaelson, Imholte); Roll Call Vote: Kral- AYE; Imholte AYE; Okeson- AYE; Michaelson- AYE; Jasken- AYE; Haggart- Aye; Deede- Aye; carried unanimously.** The report will be filed for audit.

**PUBLIC FORUM.** Peter Waller, BWSR, congratulated the District for the good work and persistence on the Rice Lake Project and wished the District well with the construction.

**ATTORNEY REPORT.** Attorney Skoyles reviewed the Rice Lake Contract and found it to be in order.

**ENGINEER REPORT.** Mackowick reported approval of the Disse storage condos on West Lake Drive, Lake Forest Addition. U Storage (former Seaberg Power Sports) is building two storage units and started construction without a PRWD permit but subsequently have submitted a permit application and a stormwater management plan which is currently under review by the District Engineer.

**ANNOUNCEMENTS** – A photo is needed of the managers for the new website. Email addresses will not be listed for managers. The [prwdinfo@arvig.net](mailto:prwdinfo@arvig.net) email will be listed and emails addressed to managers will be forwarded.

**ADJOURNMENT.** **Motion to adjourn the meeting 6:48 PM, (Kral, Okeson) carried unanimously.**

Meeting Approved: \_\_\_\_\_

\_\_\_\_\_  
Respectfully Submitted,  
Lowell Deede, Secretary



**Pelican River Watershed District  
Claims Paid - April 2021**

	<u>Date</u>	<u>Num</u>	<u>Amount</u>
<b><u>(ACH) Employee Expenses</u></b>			
*Guetter, Tera	04/23/2021	EFT1584	75.00
*Mortenson, Adam	04/23/2021	EFT1585	83.19
*Moses, Brenda	04/23/2021	EFT1586	67.94
			<hr/> 226.13
<b><u>(ACH) Vendor Expenses</u></b>			
Bremer Bank	04/15/2021	ACH	30.00
Lakes Computer, Inc.	04/28/2021	EFT1587	200.00
RMB Environmental Labs, Inc.	04/28/2021	EFT1588	268.00
Wells Fargo-Office Lease	04/28/2021	EFT1589	1,299.58
Wenck Associates, Inc	04/28/2021	EFT1590	1,171.25
Xerox Corporation	04/28/2021	EFT1591	349.97
			<hr/> 3,318.80
<b><u>(Checks) Vendor Expenses</u></b>			
Arvig	04/23/2021	14815	61.95
Bank of America	04/23/2021	14816	289.60
Holiday Companies/washes	04/23/2021	14817	6.50
League of MN Cities	04/23/2021	14818	VOID
League of MN Cities	04/23/2021	14826	4,349.00
MECA	04/23/2021	14819	65.00
North Central Laboratories	04/23/2021	14820	60.77
Office of MNIT Services	04/23/2021	14821	82.80
Premium Waters, Inc.	04/23/2021	14822	7.35
			<hr/> 4,922.97
<b><u>Rice Lake Expenses</u></b>			
Detroit Township	04/23/2021	14823	1,884.00
Forum Communications	04/23/2021	14824	587.10
Houston Engineering Inc.	04/23/2021	14825	12,360.00
			<hr/> 14,831.10
<b><u>1st Qtr Manager Expenses</u></b>			
.Michaelson, R.	04/26/2021	EFT1582	23.52
.Okeson, O.	04/26/2021	EFT1583	22.40
			<hr/> 45.92
<b><u>1st Qtr Manager Compensation</u></b>			
.Deede, L.	4/26/2021	EFT1575	230.88
.Haggart, J.	4/26/2021	EFT1576	267.82
.Imholte, G.	4/26/2021	EFT1577	383.26
.Jasken, C.	4/26/2021	EFT1578	267.81
.Kral, D.	4/26/2021	EFT1579	572.57
.Michaelson, R.	4/26/2021	EFT1580	457.13
.Okeson, O.	4/26/2021	EFT1581	383.25
			<hr/> 2,562.72

(continued on p. 2)



Pelican River Watershed District  
Claims Paid - April 2021

	<u>Date</u>	<u>Num</u>	<u>Amount</u>
<b><u>(ACH) Payroll Expenses</u></b>			
Employee Payroll	4/1/2021	EFT 1569-1571	4634.3
Supplemental Benefits	4/2/2021	EFT 1566-1568	2451.5
Federal Withholding	4/5/2021		2392.78
Employee Payroll	4/15/2021	EFT 1572-1574	4634.28
Federal Withholding	4/16/2021		1729.82
Employee Payroll	4/29/2021	EFT 1592-1594	4634.30
Federal Withholding	4/30/2021		2154.36
MN State Retirement	4/30/2021		3690.00
MN Revenue	4/30/2021		997.00
PERA	4/30/2021		3283.29
			<u>30,601.63</u>
	<b>Total April Expenses:</b>		<u><u>\$56,509.27</u></u>



NOTICE OF AWARD

TO: Williams Excavation and Seeding LLC  
PO Box 35  
Ashby, MN 56355

PROJECT DESCRIPTION: Rice Lake Wetland Restoration Phase 1  
Pelican River Watershed District

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated February 23, 2021, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$501,499.27.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and certificates of insurance within fourteen (14) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fourteen (14) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 21 day of April, 2021.

Pelican River Watershed District  
Owner

By: Dennis Neal

Title President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by Williams Excavation and Seeding, LLC  
this the 21 day of April, 2021.

By Bryan Linder

Title Member





Fargo Office

701.237.5065

701.237.5101

1401 21st Avenue North · Fargo, ND 58102

March 25, 2021

Board of Managers  
Pelican River Watershed District  
211 Holmes St. West, Suite 201  
Detroit Lakes, MN 56501

**Subject: Rice Lake Wetland Restoration Phase 1  
Bid Tabulation  
HEI No. 6059\_0001**

Dear Managers:

The bid opening for the above referenced project was at 10:00am on March 23, 2021. The low bid was submitted by Williams Excavation and Seeding LLC for the total amount of \$501,499.27. The bid tabulation has been enclosed. We recommend awarding the contract to Williams Excavation and Seeding LLC.

If you have any questions or comments, feel free to give me a call at (701) 499-2079.

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Ted D. Rud', is written over a light blue horizontal line.

Ted D. Rud, PE

TDR:tr

Enclosures

H:\JBN\6400\6498\16\_6498\_001 Rice Lake Restoration\Deliverables\PHASE 1 - Board of Managers letter 3-25-2021.doc



BID TABULATION  
 River Lake Wetland Restoration Phase 1  
 Pelican River Watershed District  
 Detroit Lakes, MN 56501

ENGINEER: Houston Engineering, Inc.  
 1401 21st Avenue North  
 Fargo, ND 58102

Date: 23-Mar-21

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	Williams Excavation and Sealing PO Box 35 Aubrey, MN 56369	Hough Inc. PO Box 2 38262 Old PR Road Dorset Lakes, MN 56451	Hoele Excavating 13187 HWY115 Litchfield, MN 56445	Constock Construction Inc. 200 South 13th Street Wahpeton, ND 58075	Sullivan Brothers Inc. 1200 Hobart Street Hawley, MN 56459	Minnesota Native Landscapes 8740 7th Street NE Orange, MN 55982	Gibson Construction 48279 US71 Laporte, MN 56461	Kern & Tabery Inc. 116 Ash Avenue NW Suite 1 Wadena, MN 56482	Central Specialists 6225 County Road #7 SW Grand Rapids, MN 56508
1	MORILLAZION	EA	1	50,000.00	\$ 50,000.00									
2	CLEARING AND GRUBBING	EA	1	2,000.00	\$ 2,000.00									
3	PAVEMENT MARKING (REMOVAL)	LF	290	4.00	\$ 1,160.00									
4	REMOVAL VEHICULAR GATE	EA	2	750.00	\$ 1,500.00									
5	REMOVAL SIGNTYPE C	EA	7	50.00	\$ 350.00									
6	REMOVAL MARKER	EA	2	50.00	\$ 100.00									
7	REMOVAL PIPE/CUT CURBS	EA	135	20.00	\$ 2,700.00									
8	REMOVAL FENCE	EA	1	100.00	\$ 100.00									
9	REMOVAL SIGNTYPE B	EA	165	5.00	\$ 825.00									
10	REMOVAL SIGNTYPE A	EA	677	3.25	\$ 2,198.25									
11	REMOVAL SIGNTYPE B	EA	1348	7.00	\$ 9,436.00									
12	EXCAVATION - COMMON	CY	5709	-4.25	\$ -24,262.25									
13	SELECT GRANULAR EMBANKMENT (CV)	CY	885	18.50	\$ 16,352.50									
14	COMMON EMBANKMENT (CV)	CY	6569	6.00	\$ 39,414.00									
15	CLAY FILL (LV)	CY	990	1.00	\$ 990.00									
16	AGGREGATE SURFACING (CV) CLASS 5	CY	1484	20.50	\$ 30,422.00									
17	FINE AGGREGATE BEDDING (CV)	CY	223	15.00	\$ 3,345.00									
18	PREFCAST CONCRETE HEADWALL	EA	1	36,000.00	\$ 36,000.00									
19	STURPLEAK SYSTEM	EA	1	16,000.00	\$ 16,000.00									
20	MAINTENANCE PLATFORM	EA	1	8,500.00	\$ 8,500.00									
21	22" SPAN RC PIPE/ARCHTAPRIN	EA	2	1,500.00	\$ 3,000.00									
22	44" SPAN RC PIPE/ARCHTAPRIN	EA	1	1,400.00	\$ 1,400.00									
23	44" SPAN RC PIPE/ARCHTAPRIN	EA	2	1,800.00	\$ 3,600.00									
24	51" SPAN RC PIPE/ARCHTAPRIN	EA	4	2,500.00	\$ 10,000.00									
25	48" RC PIPE/CLASS III-5 BEND ELBOW	EA	1	2,500.00	\$ 2,500.00									
26	22" SPAN RC PIPE/ARCHTAPRIN CLASS III	EA	1	2,500.00	\$ 2,500.00									
27	22" SPAN RC PIPE/ARCHTAPRIN CLASS III	EA	1	1,400.00	\$ 1,400.00									
28	44" SPAN RC PIPE/ARCHTAPRIN CLASS III	EA	1	2,400.00	\$ 2,400.00									
29	51" SPAN RC PIPE/ARCHTAPRIN CLASS III	EA	1	2,400.00	\$ 2,400.00									
30	GEOTEXTILE FILTER TYPE VII	CY	670	3.25	\$ 2,175.00									
31	RANDOM RIPRAP CLASS II	CY	338	100.00	\$ 33,800.00									
32	RANDOM RIPRAP CLASS III	CY	568	100.00	\$ 56,800.00									
33	ROCK WEIR	LF	489	143.71	\$ 70,274.19									
34	TRAFFIC CONTROL	EA	1	3,500.00	\$ 3,500.00									
35	SIGN PANELS TYPE C	EA	293	67.00	\$ 19,711.00									
36	STABILIZED CONSTRUCTURE EXIT	EA	1	4,000.00	\$ 4,000.00									
37	STORM DRAIN INLET PROTECTION	EA	2	200.00	\$ 400.00									
38	CHU WERT END CONTROL	EA	4	200.00	\$ 800.00									
39	TYPE-I (CONCRETE) FILTER BERM	EA	6,068	0.01	\$ 60.68									
40	SILT FENCE TYPE MS	LF	1,990	2.25	\$ 4,477.50									
41	FLOTATION SUEY CURTAIN TYPE MOVING WATER	EA	1	2,000.00	\$ 2,000.00									
42	SHEDDING & HYDROMULCHING	AC	4.06	2,930.00	\$ 12,000.00									
43	4" SUEY END PAINT	EA	200	4.00	\$ 800.00									
44	ACCESS CLOSURE GATE	EA	1	1,750.00	\$ 1,750.00									

BID TOTAL

\$ 501,499.27

\$ 656,231.30

\$ 760,813.75

\$ 717,565.00

\$ 790,430.00

\$ 900,261.86

\$ 1,842,851.28



## MEMORANDUM OF UNDERSTANDING AGREEMENT

This agreement (Agreement) is made and entered into by and between:

The Counties of Otter Tail, and Becker by and through their respective County Board of Commissioners, and The East Otter Tail, West Otter Tail, and Becker Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and The Pelican River and Cormorant Lakes Watershed Districts, by and through their respective Board of Managers, Collectively referred to as the "Parties."

**WHEREAS**, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

**WHEREAS**, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

**WHEREAS**, the Watershed Districts of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, public drainage systems authority, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D, 103E and as otherwise provided by law; and

**WHEREAS**, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

**WHEREAS**, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Otter Tail River Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively prevent or minimize the transport of sediment, excess nutrients and bacteria and related pollution into surface waters; mitigate altered hydrology and minimize localized flooding and damages; protect and enhance water quality, ensure continued soil productivity, and protect and preserve groundwater quantity and quality.

**WHEREAS**, pursuant to Minnesota Statutes § 1038.101, Subd. 14, the Board of Water and Soil Resources (BWSR) "may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved and adopted, according to chapter 1038, 103C, or 103D to serve as substitutes for one another or be replaced with a comprehensive watershed management plan," also known as the "One Watershed, One Plan".

**WHEREAS**, it is understood by all the parties to this Agreement that the development and subsequent adoption of a Otter Tail One Watershed One Plan does not replace or supplant individual local land use, planning, zoning authority, but, instead, provides a framework to provide increased opportunities for cooperation and consistency on a watershed basis.

**WHEREAS**, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan* that will be consistent with the Parties adopted 10-year Water Management Plans (WMP), and which will not replace, but



will supplement WMP's by better defining how the Parties will carry out certain program activities within their discretion, and which the Parties will apply in accordance with WMP goals, priorities and procedures. Furthermore, it is understood by all parties of this Agreement, that the development and adoption of the plan does not replace or supplant individual local land use, planning, zoning authority, but, instead, provides a framework to provide increased opportunities for cooperation and consistency on a watershed basis.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Otter Tail River Watershed, see attached exhibit A. The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan, which will not replace, but will supplement the Parties adopted Water Management Plans (WMP's) by better defining how the Parties will carry out certain program activities within its discretion, and which the Parties will apply in accordance with WMP goals, priorities, and procedures. The plan does not replace or supplant individual local land use, planning, zoning authority, but, instead, provides a framework to provide increased opportunities for cooperation and consistency on a watershed basis. Parties signing this agreement will be collectively referred to as the Otter Tail Watershed Partnership (Partnership).
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the plan by all parties unless canceled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party within the Otter Tail One Watershed One Plan boundary that is responsible for water planning and resource management according to MN Statutes desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to 6/30/21. The party will not have voting authority until 90 days after adopting a resolution to become a member of this Agreement. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement. A party that leaves the membership of the Agreement remains obligated to complying with the terms of any grants the Otter Tail One Watershed One Plan has at the time of the party's notice to leave membership and is obligated until the grant has ended.
5. **General Provisions:**
  - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
  - b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for



the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes §471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.

- c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act. At the time this agreement expires, all records will be turned over to the East Otter Tail SWCD for continued retention.
- d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- e. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.

## 6. Administration:

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board, to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to an Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
  - i. **The Policy Committee.** The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member. The Policy Committee will establish bylaws within 90 days of execution of this document to describe the functions and operations of the committee(s).
  - ii. **The Advisory Committee.** The Advisory Committee will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content of the plan. Members of the Advisory Committee may not be a current board member of any of the Parties.
- b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based



plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.

- c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

7. **Fiscal Agent:** East Otter Tail SWCD will act as the fiscal agent for the purposes of this Agreement and agrees to:

- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
- b. Perform financial transactions as part of grant agreement and contract implementation.
- c. Annually provide a full and complete audit report.
- d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
- e. Retain fiscal records consistent with the agent's records retention schedule until termination of the agreement (at that time, records will be turned over to East Otter Tail SWCD).
- f. Provide reasonable documentation of the BWSR grant agreement to any party upon request.

8. **Grant Administration:** East Otter Tail SWCD will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:

- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the *One Watershed, One Plan Grant Agreement* and being responsible for BWSR reporting requirements associated with the grant agreement (eLINK).
- b. Maintain information on the plan information website and perform other duties to keep the Policy Committee and the Advisory Committee informed.
- c. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.

9. Scope of services agreements may be developed with other Parties for assistance with administration, planning, or other duties, as appropriate. Scope of services shall not exceed current fund allocations and must be consistent with any workplan or timelines developed for a grant agreement.

10. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:



Otter Tail County  
Land & Resource Management Director  
500 W Fir Ave  
Fergus Falls, MN 56537  
Telephone: 218-998-8105

East Otter Tail SWCD  
District Administrator  
801 Jenny Ave SW, Suite #2  
Perham, MN 56573  
Telephone: 218-346-9105

West Otter Tail SWCD  
District Administrator  
506 Western Ave N  
Fergus Falls, MN 56537  
Telephone: 218-998-5300

Becker County  
Planning & Zoning Administrator  
915 Lake Ave  
Detroit Lakes, MN 56501  
Telephone: 218-846-7314

Becker SWCD  
District Administrator  
809 8<sup>th</sup> St SE  
Detroit Lakes, MN 56501  
Telephone: 218-846-7360

Pelican River Watershed District  
District Administrator  
211 Holmes St W  
Detroit Lakes, MN 56501  
Telephone: 218-846-0436

Cormorant Lakes Watershed District  
Administrator  
10929 County Highway 5  
Pelican Rapids, MN 56572  
Telephone: 218-234-6865



IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: Pelican River Watershed District

APPROVED: April 22, 2021

BY: Dennis Kral 4-22-2021  
Board Chair Date

BY: [Signature] 4-22-2021  
District Manager/Administrator Date



Attachment A

