

PELICAN RIVER WATERSHED DISTRICT
MEETING ANNOUNCEMENT

Regular Monthly Managers' Meeting

Wednesday, June 14, 2023

8:30 AM

Wells Fargo Building, Second Floor Meeting Room, 211 Holmes St. West, Detroit Lakes, MN
(218) 846-0436

AGENDA

8:30 AM	<ol style="list-style-type: none">1. Regular Meeting - Call to Order2. Oath of Office—Chris Jasken3. Approval of Consent Agenda<ol style="list-style-type: none">A. Secretary Report—May 17, 2023 Regular Meeting & May 30, 2023 Special Meeting MinutesB. Administrator's ReportC. Ditch Inspector's ReportD. Rules/Permitting Report
8:45 AM	<ol style="list-style-type: none">4. Attorney's Report5. Engineer's Report
8:55 AM	<ol style="list-style-type: none">6. New Business<ol style="list-style-type: none">A. 2022 Financial AuditB. PRWD Project Tour Date
9:20 AM	<ol style="list-style-type: none">7. Committee Reports<ol style="list-style-type: none">A. Otter Tail River Watershed—Policy, Technical, StakeholderB. Permit/Rules Stakeholder Advisory—see Unfinished BusinessC. Personnel Committee
9:30 AM	<ol style="list-style-type: none">8. Treasurer's Report<ol style="list-style-type: none">A. Approve June 2023 BillsB. Approve June Fund transferC. Review January-May 2023 Revenue & Expenses Report
9:45 AM	<ol style="list-style-type: none">9. Unfinished Business<ol style="list-style-type: none">A. Rice Lake Phase II and Little Floyd Lake Rock Arch Rapids Projects UpdateB. Rule Clarification/Update
10:15 AM	<ol style="list-style-type: none">10. Public Forum (5 minutes)
10:20 AM	<ol style="list-style-type: none">11. Pulled Consent Agenda Items
10:25 AM	<ol style="list-style-type: none">12. Announcements
10:30 AM	<ol style="list-style-type: none">13. Meeting Adjournment (action items in bold face)

DISTRICT ADMINISTRATOR'S MONTHLY REPORT
JUNE 8, 2023

A. Surface Waters Protection and Enhancement

1. Capital Improvement Projects/Structural and Non-Structural Practices

- a. **Rice Lake Capital Improvement Project (CIP). Phase 2- Lower Structure.** Project permit application has been submitted to MN DNR. Survey work to be completed on lower structure location. BWSR Board members will be touring the project July 13th.
- b. **Campbell Creek Project (CIP).** EPA reviewed the workplan and MPCA staff/Guetter are responding to comments (mainly edits/clarification) and will hopefully be good to go by July. A meeting has been set up later this month with MPCA, Becker SWCD, and MN DNR to start identifying the projects for next couple of years.
- c. **FEMA Flood Hazard Grant.** Upcoming outreach meetings will be scheduled August/September timeframe. On a parallel track, MN DNR is conducting a FEMA Otter Tail River HUC8 Watershed on a "Risk Map" project to provide accurate and easy-to-use information to enhance local mitigation plans, improve community outreach, and increase local awareness to flood hazards. In early May, Stantec provided MN DNR, the PRWD response to "kick off discovery questions" and also informed them we are in the process of obtaining detailed hydrology data within our watershed district area. The final "Discovery Report" will be submitted to FEMA after comments from communities are received (by May 31st) and incorporated into the report.
- d. **St Clair Lake TMDL – Regional Urban Stormwater Treatment – Fairgrounds Area Regional Treatment Enhancement Study (OTW \$50K); Washington Mall City parking lot – Discussion to apply for a competitive BWSR grant for the treatment improvements (\$1.5-2.0M project construction).** Guetter will work on this in July for submittal in August.
- e. **Becker County Drainage Systems 11, 12, 13 and 14**
 - a. **Ditch 11** - No activity to report.
 - b. **Ditch 12** – No activity to report.
 - c. **DITCH 13 (Little Floyd Lake to Big Detroit)** – Need to check out the area between 8th Street and HWY 10. There appears to be a dam/blockage near Lakeshirts and stormwater pond. MN DNR reported their trapper caught 25 beaver this spring on Ditch 13 south of the upper rock fishway structure!
 - d. **DITCH 14 and BRANCH 1 (HWY 10 to St. Clair Lake to Pelican River)** – No activity to report.

WATER MANAGEMENT RULES – see enclosed report.

Water Management Rules Update/Clarification.

- a. *Stormwater 101 Workshop. On May 30th, Jay Michels, EOR gave an overview of stormwater management in MN. Mr. Michels will provide an outline of the upcoming process and timeline (he is currently out on planned vacation).*

B. HABITAT PROTECTION AND MANAGEMENT

- a. **River/Stream Connectivity – Barriers to Fish Movement**
- b. **Little Floyd Lake Structure Modification** –The Grant agreement has been executed. Currently HEI is drafting the temporary construction easement.
- c. **Aquatic Invasive Species Prevention and Management.**
 1. **Project 1B (Sallie/Melissa) & Project 1C (Detroit/Curfman).** Guetter, Kemper, and Interns reviewed area lakes for Curly-leafed pondweed infestations. This year was another "head scratcher" with little to no growth observed and the window for treatment was closing with rising water temperatures. Muskrat lake was treated on May 30th for 8-acres of CLP. We contacted MN DNR and they were also observing suppressed growth on many lakes most likely attributable to the long winter, snow packed conditions on the lakes.

DISTRICT ADMINISTRATOR'S MONTHLY REPORT

JUNE 8, 2023

2. **North Floyd Lake – CLP identified** – On May 25th, Blaine Henderson (2022 PRWD Intern) reported a stand of CLP he saw while fishing. Guetter and Kral reviewed the site and found CLP and sent a picture and location to the MN DNR. The area was delineated this past week by Kemper and Interns and plans will be made for chemical treatment in 2024.

C. EDUCATION AND OUTREACH (Website, Social Media, and Workshops)

a. Local Media/Mailings.

Hodge Podge Radio-Kemper and Summer Interns, Owen & Ollie were Hodge Podge guests on Friday, May 19. They discussed lake water levels, Education programs – High School Envirothon, 4th grade Water Fests, 1st grade environmental field trip. The summer interns introduced themselves and gave a brief description of the District work they will be doing this summer. Future Hodge Podge segments will be on the third Thursday of the month at 8:45 AM beginning on June 15.

Social Media Posts (Facebook) –May 2023

- 5-2-2023 – Ice is still on lakes.
- 5-4-2023 – Kemper at High School Envirothon
- 5-5-2023 – Fish spawning photos
- 5-8-2023 – Ice off officially early morning 5/5/23
- 5-9-2023 – MN DNR -Tick season
- 5-23-2023 –Interns at Water Fest in Frazee
- 5-24-2023-Rossman students presenting on BMPs
- 5-25-2023-Loon on nest
- 5-30-2023-Interns around the WD

b. Local Schools

District Education Grants. No applications received this month.

4th Grade Water Festival in Frazee. Moses and Summer Interns, Owen & Ollie, went to Frazee Elementary on Monday, May 22, to present to three fourth grade classes using the watershed model. Their school was closed due to weather conditions the day the DL City Water Fest was held, so this was a “make-up” event.

Rossman 4th Grade Water Festival: The four students Moses was mentoring at Rossman Elementary presented to their class on Tuesday, May 23, on Best Management Practices, including storm drains, rain gardens and retention ponds.

c. Workshops

Join the Minnesota Aquatic Invasive Species Research Center (MAISRC) and regional leaders in a two-day workshop about priority aquatic invasive species concerns for North Central Minnesota on June 23 and 24 at Cedar lakes Casino in Cass Lake. Registration info: <https://maisrc.umn.edu/events/june-23-24>

D. DISTRICT OPERATIONS/ADMINISTRATION

Grant Oversight - Campbell Creek Watershed Restoration (MPCA Section 319 Small Watersheds Focus Group C Grant Funding), FEMA Grant, BWSR Clean Water Rice Lake Project – Phase 1 & Phase 2. MN DNR – Conservation Partners Legacy Grant, Otter Tail 1W1P Implementation Grant.

Otter Tail River 1W1P Partnership – WEBSITE: <https://www.eotswcd.org/ot1w1p/>

Shared Shoreland Technician Position – Becker SWCD, PRWD, and Cormorant WD will be hiring to assist with shoreline work (restoration, permitting, etc.). See the website for the job posting (https://www.co.becker.mn.us/dept/soil_water/)

DISTRICT ADMINISTRATOR'S MONTHLY REPORT
JUNE 8, 2023

- a. **OTW Policy Committee** (Kral, Hansen-Alt). No meetings scheduled.
- b. **OTW TAC Committee** (Guetter). No meetings scheduled.
- c. **OTW Stakeholder Advisory Committee**. No meetings scheduled.
- d. **OTW Forest Land Stewardship Plan** (Kemper). No meetings scheduled.

MN Watersheds Association

- a. **MN Association of Watershed Administrators (MAWA)** – Administrators will meet at the Summer Tour. Due to several conflicts, Guetter will not be attending the MAWA or MAWD Summer Tour.
- b. **MN Watershed's Summer Tour**. June 20-23, 2023, at Shell Rock WD. No attendees from PRWD.
- c. **MAWD Legislative Work. General Fund Levy Increase**– passed; **Establishing a Drainage Registry Portal** – referred back to the Drainage Work Group and Environmental Groups for more discussion and to come to a consensus that is agreeable to both parties.

Other legislation that impact WD operations include: the addition of the June 19th Holiday - effective this month; Paid Family and Medical Leave effective in 2026. We are waiting for summary reports from MAWD and the League of MN Cities.

TRAINING

- a. **WD Manager Orientation/Refresher** – Wednesday, July 12th – Detroit Lakes, MN 9AM – 12 PM, USFWS Building, Tower Road, Detroit Lakes, MN. (see enclosed flyer).

2022 Financial Audit. We received the draft audit on Friday, May 26. Guetter and Moses combed through the numbers looking for any discrepancies, however, none were found. An auditor will present the final 2022 audit to the board at the June meeting.

Summer Interns. Our two summer interns, Owen Reding & Oliver Kritzberger, who started in mid-May have been kept very busy around the District. They have already gotten experience taking stream samples, lake samples, flow measurements, data entry, delineating Curly-leaf pondweed, giving an educational presentation, talking on Hodge Podge and will begin delineating Flowering rush in the middle of June.

DISTRICT ADMINISTRATOR'S MONTHLY REPORT

JUNE 8, 2023

DATA COLLECTION AND MONITORING PROGRAM

Stream and Lake Data.

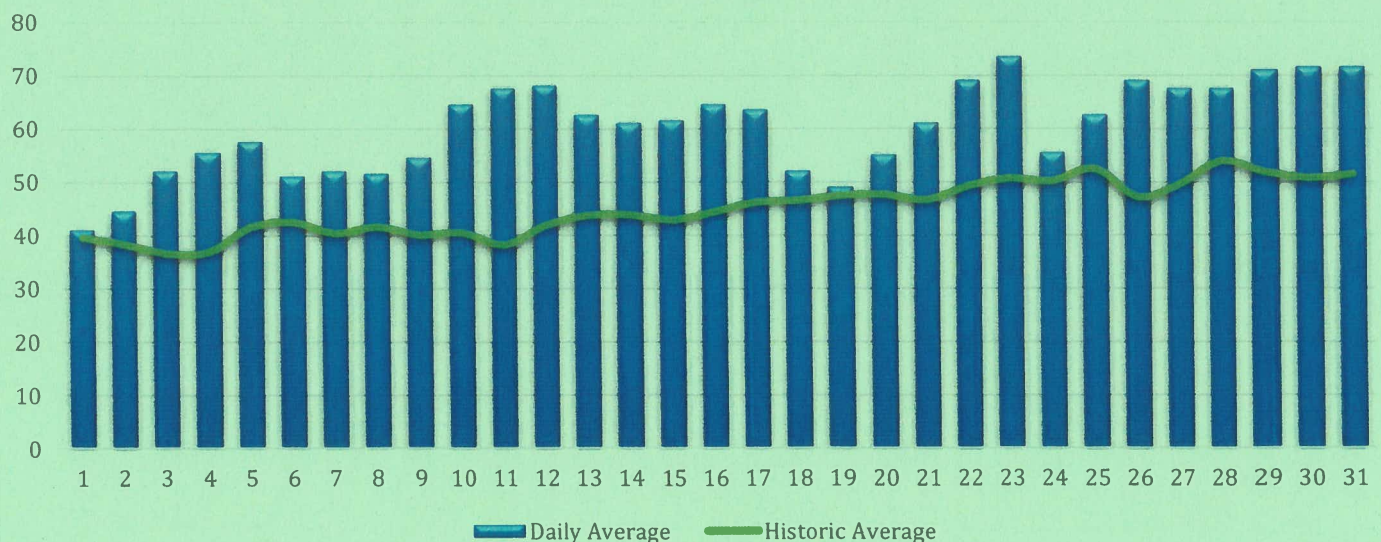
On 5/16 Kemper, and interns sampled Campbell Creek CC1 (Becker County Road 149) & CC2 (230th Street) and sampled again on 5/4/23 on CC2, CC1, Pelican River - PR1, PR2a, PR3, PR4a, PR6, Pr6a, PR8, PR9, Industrial Park – IP, St Clair/Ditch 14 SC4, SC3, SC3b, & SU1. The interns sampled again on 5/30 and 6/5. They also went out on Storm events on 5/24 and 6/7 Campbell Creek - CC1 (Becker County Road 149) & CC2 (230th Street), Pelican River - PR2a, PR3, PR4, PR4a, PR5, PR6, Industrial Park – IP, St Clair/Ditch 14 - SC4, SC3, ESW & SU1, Public Beach PAV-E, PAV-W and PUB. Initial testing results indicate good water quality and low e.Coli results on the early testing, but haven't received results from the storm event samples.

Lake monitoring started on June 1st. The new boat/equipment is working great. Manager Hansen accompanied staff when sampling Melissa.

May 2023 Temperatures

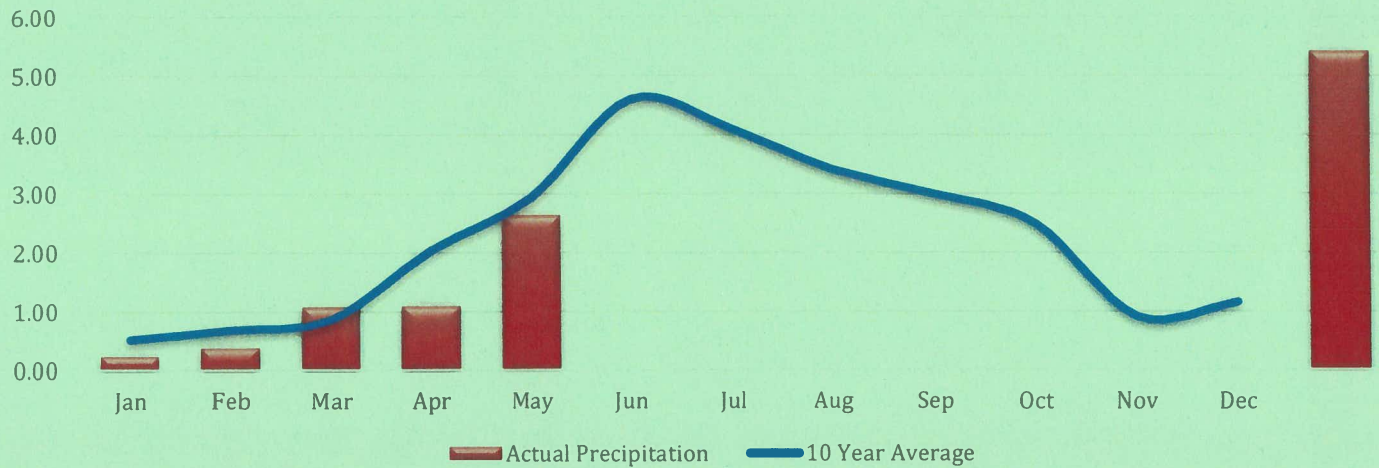
On a statewide basis May of 2023 was the 6th warmest in history back to 1895. Most climate stations reported a mean monthly temperature that was 3°F to 7°F above normal. During the month of May all 31 days were above the 10-year average (the mean anywhere between 1°F to 23°F higher). In Detroit Lakes, the month's highest temperature was 86°F, which occurred on the 23rd and the 31st and the lowest temp was 28°F on the 2nd.

2023 May Temperature - Detroit Lakes, MN



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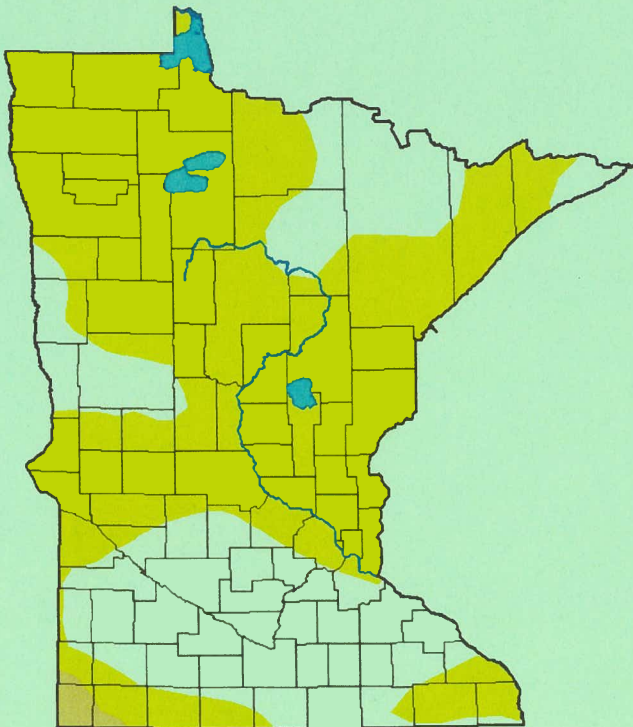
2023 Precipitation - Detroit Lakes, MN



May 2023 Precipitation

Detroit Lakes received a total of 2.63 inches of precipitation during the entire month of May. This is a decrease of 0.31 inches of precipitation from the 10-year historical average (2.94 inches). Except for areas of southern Minnesota, most climate observers reported a drier than normal month of May.

U.S. Drought Monitor
Minnesota



May 30, 2023

(Released Thursday, Jun. 1, 2023)
Valid 8 a.m. EDT

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	34.37	65.63	0.84	0.00	0.00	0.00
Last Week 05-23-2023	69.60	30.40	0.27	0.00	0.00	0.00
3 Months Ago 02-28-2023	43.38	56.62	27.21	0.00	0.00	0.00
Start of Calendar Year 01-03-2023	29.19	70.81	44.90	15.91	0.00	0.00
Start of Water Year 03-27-2022	45.67	54.33	22.48	4.37	0.00	0.00
One Year Ago 05-31-2022	98.27	1.73	0.00	0.00	0.00	0.00

Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Richard Helm
NCEI/NOAA



droughtmonitor.unl.edu

New Juneteenth Holiday Will Be Effective This Year

May 23, 2023

A provision included in the state and local government omnibus bill adjusts the previous effective date to make the holiday required this year.

A bill to establish Juneteenth as a state-recognized holiday, [HF 48 \(Rep. Ruth Richardson, DFL-Mendota Heights/Sen. Bobby Champion, DFL-Minneapolis\)](#), was passed off the Senate floor on Jan. 26 with a vote of 57-8. On Feb. 2, it was passed by the House by a vote of 126-1. The bill was signed into law by Gov. Tim Walz.

The holiday is to recognize the date on which slavery was abolished in the United States. Public business cannot be conducted on June 19 in observance of the holiday.

The new law was set to go into effect on Aug. 1, 2023, however, a provision contained in [HF 1830 \(Rep. Ginny Klevorn, DFL-Plymouth/Sen. Samakab Hussein, DFL-St. Paul\)](#), the state and local government omnibus bill, changes the effective date to make the new holiday effective before June 19 of this year, requiring that the day be observed.

The HF 1830 conference committee report containing the updated effective date was passed by the House and Senate and will now go to Gov. Tim Walz to be signed. Cities will need to update their existing schedules to reflect the June 19 holiday and make any necessary adjustments.

**PELICAN RIVER WATERSHED DISTRICT
REGULAR MEETING BOARD MINUTES
MAY 17, 2023**

Managers Present: Dennis Kral, Orrin Okeson, Chris Jasken, Rick Michaelson, Charlie Jasken, Laurie Olson, Phil Hansen

Managers Absent: NONE

Staff: Administrator Guetter, Moses

Consultants: Attorney Skoyles, Engineer Mackowick (via IT, left meeting at 9:30 AM)

Others: John Okeson (Becker County Commissioner), Rob Bredeson (City of Detroit Lakes Wastewater), Jay Michels (Emmons and Oliver Resources - EOR)

CALL TO ORDER. The Regular Managers' meeting was called to order by President Kral at 8:30 AM.

APPROVE CONSENT AGENDA. Motion to approve the Consent Agenda including the Secretary's Report –April 14, 2023 Special Meeting Minutes and April 21, 2023 Regular Meeting Minutes; May 2023 Administrator's Report; May 2023 Rules/Permitting Report, and the May2023 Ditch Inspector's Report, (Charlie Jasken, Michaelson), carried unanimously.

ATTORNEY REPORT. Nothing further to report.

ENGINEER REPORT. District Engineer Mackowick is currently reviewing resubmitted plans for Brolin Beach Storage and Laker Island Storage-Phase III projects.

COMMITTEE REPORTS.

- a. Otter Tail River 1W1P Policy, Technical Advisory, and Stakeholder Advisory Committees. A TAC meeting was held on May 1st. Becker SWCD, PRWD and Cormorant Wd will be advertising for a joint employee in June.
- b. Permitting Process/Rules Clarification Stakeholder Advisory Special Meeting. See New Business 7 C – EOR Proposal.
- c. Personnel. See New Business 7 B – Joint Agreement for Shoreland Services.

TREASURER'S REPORT.

- a. **Approval of May 2023 Bills.** Treasurer Michaelson presented the May 2023 claims. **Motion to approve the May 2023 claims (Checks 15096-1510 and EFT 2142-2148) in the amount of \$7,485.19 (Michaelson, Okeson), carried unanimously (attached hereto).**
- b. **May 2023 Fund Transfer.** Michaelson recommended transferring \$36,000 to cover the regular monthly expenses. **Motion to transfer \$36,000 from the Bremer Bank savings account to the checking account (Michaelson, Hansen), carried unanimously.**
- c. **Financial Report.** The January-April 2023 Revenues and Expenses Report was reviewed by the managers. **Motion to approve the January-April 2023 R & E Report (Michaelson, Hansen), carried unanimously.**

UNFINISHED BUSINESS.

- a. **Rice Lake Phase II and Little Floyd Lake Rock Arch Rapids Projects.** Temporary construction easement will be obtained from Greg Bentley (landowner) for the Little Floyd Lake Rock Arch Rapids project.

NEW BUSINESS.

- a. **2023 Summer Tour, Albert Lea, MN, June 20 & 21.** Managers were asked to contact staff for registration and hotel if they decided to attend. A local summer project tour will be held sometime this summer (July or August). Guetter will invite local legislators. Manager Hansen suggested to include new County Commissioners.
- b. **Joint Agreement for Shoreland Services (PRWD, Cormorant WD, Becker SWCD).** A copy of the agreement was enclosed in the packet. **Motion to enter into the Agreement with Becker Soil and Water Conservation District and Cormorant Lakes Watershed District to hire Shoreland Technician (Kral, Okeson) carried unanimously, (attached hereto).**

**PELICAN RIVER WATERSHED DISTRICT
REGULAR MEETING BOARD MINUTES
MAY 17, 2023**

- c. **EOR Proposal for Facilitation of District Rules.** Jay Michels, EOR, discussed his experience working with stormwater management and watershed districts in the Twin Cities as well as workings on projects in the Detroit Lakes area. He noted conversations with watershed district staff and engineer Mackowick, Becker County Zoning, Apex Engineering, and others. Mr. Michels proposed first holding a "Stormwater 101" education session with the managers. **Motion to approve the "Emmons & Olivier Resources "Scope of Services and Fee Estimate for Research and Facilitation of District Rules Update Proposal, dated May 10, 2023" in an amount not to exceed \$25,000, (Olson, Chris Jasken) carried unanimously, (attached hereto).** The "Stormwater 101" session will be on May 30th, 12:30 PM, at the District Office Conference Room and will be noticed as a special meeting of the Managers.
- d. **General Budget 2023 Amendment.** Guetter recommended adjusting the 2023 budget to include the hiring of a consultant and for anticipated extra Manager Board meetings for the Rules Update/Clarification. **Motion to approve amending the General Fund 2023 Budget for Consultant-Other to \$30,000 and Manager Payroll to \$35,000 (Charlie Jasken, Michaelson) carried unanimously, (attached hereto).**

PUBLIC FORUM. Rob Bredeson, City of Detroit Lakes, spoke briefly about the Wastewater Treatment facility and the low phosphorus and nitrogen discharges (below 0.06 limit).

PULLED CONSENT AGENDA ITEMS

ANNOUNCEMENTS. Stormwater 101 to be held on May 30th, 12:30 PM at the PRWD Conference room.

ADJOURNMENT. **Motion to adjourn the regular meeting at 10:11 PM (Kral, Okeson) carried unanimously.**

Respectfully Submitted,

Chris Jasken, Secretary

Meeting Approved: _____

**Pelican River Watershed District
Claims Paid - May 2023**

	<u>Date</u>	<u>Num</u>	<u>Amount</u>
<u>Employee Expenses (ACH)</u>			
*Guetter, Tera	05/19/2023	EFT2142	75.00
*Kemper, Gina	05/19/2023	EFT2143	26.25
*Moses, Brenda	05/19/2023	EFT2144	42.92
			<u>\$144.17</u>
<u>Vendor Expenses (AutoPay)</u>			
Bremer Bank	05/16/2023	ACH	18.50
Loffler Companies, Inc.	05/17/2023		176.91
			<u>\$195.41</u>
<u>Vendor Expenses (ACH)</u>			
Lakes Computer, Inc.	05/19/2023	EFT2145	242.50
RMB Environmental Labs, Inc.	05/19/2023	EFT2146	64.00
Stantec Consulting Services Inc.	05/19/2023	EFT2147	4,738.00
Wells Fargo-Office Lease	05/19/2023	EFT2148	1,299.58
			<u>\$6,344.08</u>
<u>Vendor Expenses (checks)</u>			
Arvig	05/18/2023	15096	70.95
Bank of America	05/18/2023	15097	464.75
Forum Communications	05/18/2023	15098	123.17
Loffler	05/18/2023	15099	64.79
Office of MNIT Services	05/18/2023	15100	68.85
Premium Waters, Inc.	05/18/2023	15101	9.02
			<u>\$801.53</u>
<u>Payroll Expenses (ACH)</u>			
Supplemental Benefit	5/8/2023	EFT 2136-2138	2,986.60
Employee Payroll	5/11/2023	EFT 2139-2141	4,375.56
Federal Withholding	5/12/2023	ACH	2,337.60
Employee Payroll	5/25/2023	EFT 2149-2153	5,688.50
Federal Withholding	5/31/2023	ACH	1,857.70
MN State Retirement System	5/31/2023	ACH	5,676.00
MN Revenue	5/31/2023	ACH	645.00
PERA	5/31/2023	ACH	2,546.91
			<u>\$33,599.06</u>
Total May Expenses:			<u>\$33,599.06</u>

Agreement for Shoreland Services

This agreement made on the 1st day of July 2023, between Becker Soil and Water Conservation District (hereinafter referred to as "Becker SWCD"), Cormorant Lakes Watershed District (herein after referred to as "CLWD"), and Pelican River Watershed District (herein after referred to as "PRWD"), all governmental units and political subdivisions of the State of Minnesota. This agreement is made pursuant to the authority conferred upon SWCDs by MS § 103C.231 and authority conferred upon Watershed Districts by MS § 103D.335.

Purpose: The purpose of this agreement is to define the responsibilities and obligations of each party for the services provided by Becker SWCD for Becker SWCD, CLWD, and PRWD as more fully described herein or as described in Exhibit A attached hereto and incorporated by reference.

Term: This Agreement shall be effective as of July 1, 2023, notwithstanding the dates of the signatures of the parties and shall remain in effect until December 31, 2024, unless terminated by law or according to the provisions of this Agreement. Prior to December 31, 2024, the parties will meet to discuss arrangements for another Agreement for these services.

Scope of Services: The Becker SWCD agrees to provide shoreland services to meet the project development and technical assistance as needed for the Otter Tail Comprehensive Watershed Management Plan (CWMP) for the Becker SWCD, CLWD and PRWD as described in Exhibit A attached hereto and incorporated by reference.

Cost: Becker SWCD will receive Otter Tail CWMP Watershed Based Implementation Funding (WBIF) for 75% of this position by invoicing the Fiscal Agent of that grant for actual hours worked at the applicable billing rate. The remaining 25% will be split equally and provided by the parties of this agreement.

The total amount contributed by the Becker SWCD for all shoreland services, equipment and materials provided by Becker SWCD pursuant to this agreement shall be \$3,350.00 for the months of July through December 2023, and \$6,700.00 for the entirety of 2024. Yearly position costs will be calculated annually thereafter.

The total amount to be paid by the CLWD for all shoreland services, equipment and materials provided by the Becker SWCD pursuant to this agreement shall be \$3,350.00 to Becker SWCD for the months of July through December 2023, and \$6,700.00 to Becker SWCD for the entirety of 2024. Yearly position costs will be calculated annually thereafter.

The total amount to be paid by the PRWD for all shoreland services, equipment and materials provided by the Becker SWCD pursuant to this agreement shall be \$3,350.00 to Becker SWCD for the months of July through December 2023, and \$6,700.00 to Becker SWCD for the entirety of 2024. Yearly position costs will be calculated annually thereafter.

Time of Payment: Becker SWCD will invoice on a quarterly basis (ending after March, June, September and December). All parties will make payment to Becker SWCD within 35 days of receiving an invoice for the services provided.

Payment Upon Termination: In the event this Agreement is terminated before the completion of services, Becker SWCD will be compensated for the services provided in a satisfactory manner from all parties, in a prorated sum at the rates set forth in this Agreement. In no case shall such payment exceed the amount for actual services rendered.

Compliance With Laws/Standards: The parties agree to abide by all federal, state or local statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this agreement

or to the facilities, programs and staff for which each party is responsible.

Independent Contractor Status and Employee Status: Nothing in the Agreement is intended or should be construed as creating a relationship, joint venture or employer-employee relationship between the parties. The Becker SWCD, its officers, employees or agents in implementing the terms of this agreement will not become employees of the CLWD or PRWD.

Subcontracting: Any party shall not enter any subcontract for the performance of the services contemplated under this Agreement without prior written consent of the other parties and subject to such conditions and provisions as are deemed necessary. The subcontracting party shall be responsible for the performance of its subcontractor unless otherwise agreed.

Assignment: Any party shall not assign any interest in this Agreement without prior written consent of the other parties. The assigning party shall be responsible for the performance of its assignee unless otherwise agreed.

Liable for Own Acts: 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 by law and shall not be responsible for the acts of the other parties, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn.Stat. Ch. 466 and other applicable laws govern the liability of the parties. Each party warrants that it has insurance or self-insurance program and that it has minimum coverage consistent with the liability contained in Minn. Stat. ch. 466.

Authorized Representatives: the following named persons are designated the authorized representatives of the parties for the purpose of the Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representative shall have only the authority specifically or generally granted by their respective Boards. Notification required to be provided pursuant to this agreement shall be provided to the following named persons and address unless otherwise stated in this Agreement, or in a modification of this Agreement. Changes made to the Authorized Representatives will need to be provided in writing to the other party.

Becker SWCD	Becker SWCD Chair 809 8 th St SE Detroit Lakes, MN 56501
CLWD	CLWD Chair 10929 Co Hwy 5 Pelican Rapids, MN 56572
PRWD	PRWD Chair 211 Holmes St W Detroit Lakes, MN 56501

Default Force Majeure: No party shall be liable to the other parties for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control providing the defaulting party gives notice to the other parties as soon as possible. Acts and events may include but are not limited to acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

Data Privacy: All data collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Privacy Act, Minn. Stat. Ch. 13 and Minnesota Rules implementing the Act now in force or

As part of the amount paid by the LGUs, Assist with the development and maintenance of partner websites.

Understands the local, State and federal cost share programs, and is capable of explaining these programs to landowners.

Participate in meetings with local government officials and staff to support coordinated programs.

4. Construction Services:

These items are part of the contribution from the SWCD and not Otter Tail CWMP WBIF:

Assists with the installation and maintenance of shoreland best management practices and other conservation practices; Performs technical work according to the NRCS Field Office Technical Guide or other adopted standards independently with minimal supervision.

Be available for general consultation and interpretation of plans and specifications during construction of designed practices.

Visit project sites as needed to observe the progress of construction at necessary intervals during construction of the project. Such observation is not to be construed as supervision of construction, but a review of the work for general conformance with project plans.

Prepare and provide as-built drawings and certification of practices as needed.

5. Training:

Attend and participate in relevant technical training for the survey, design and construction of shoreland best management practices as determined by program needs and expertise.

Obtain and increase Job Approval Authority (JAA) for practices included in Shoreland Conservation.

6. Accountability:

Provide the Lead Staff of each party, a monthly report including number of contacts, number of site visits, shoreline restoration designs and installations, number of permits applications assisted, individual project status and daily activity logs the first week of each month. Assist with needed items agreed upon in the "Agreement for Services Otter Tail River Watershed Based Implementation" with East Otter Tail SWCD.

A committee of one lead staff from each party shall meet on an annual basis to review the agreement and the performance of the Shoreland Technician.

Exhibit A
Shoreland Services

Becker SWCD will provide a Shoreland Technician that will furnish project development services to all parties and also provide all insurance, equipment, instruments, supplies and transportation required to perform duties in connection with this agreement.

Shoreland Technician will:

1. Project Development Services:

Promotes stormwater management, shoreline stewardship, and other approaches to resource protection by assisting with the permitting programs for the Cormorant and Pelican River Watershed Districts which includes:

- Meeting with permittees and contractors on site to answer questions about site conditions, project status, and permit processes.
- Obtaining all necessary subsurface investigations, tests, reports and perform related surveys.
- Assisting applicants with application submittals.
- The administration of new permits, working with permitting staff to ensure accurate filing of permits and related documents.
- Assisting with maintenance of permitting files and related permitting database.
- Inspecting permits and determine adhesion to rules.

Conduct erosion and sediment control inspections at permitted and unpermitted work sites.

Fulfill additional duties assigned by the Becker SWCD District Administrator.

2. Conservation Plans:

Proficient with inventory and evaluation of project sites, develop land conservation and shoreline restoration plans.

Provides the necessary guidance for follow up to ensure implementation of shoreland best management practices and other land conservation practices in coordination with the Resource Technician and District Engineer.

Obtain simple to complex topographic surveys as necessary for the preparation of practice plans for proposed engineered conservation practices.

Prepare complete and detailed final conservation plans for the proposed projects as previously described.

Provide quantities and a detailed estimates of cost for proposed projects.

Prepare a complete set of front-end documents and technical specifications for construction of engineered practices.

3. Public Outreach

Provide public outreach by fielding questions from citizens who call or stop by the office.

Participate in education activities as assigned such as local public events, workshops and festivals.

Assists with developing and providing educational materials, demonstrations, workshops, tours, newsletter articles, and press releases in cooperation with PRWD, CLWD, NRCS, Becker County Environmental Services, and other agencies.

As part of the amount paid by the LGUs, work closely with AIS coordinator to develop Aquatic Invasive Species (AIS) programs for smaller lakes in District. Provide educational campaigns for AIS such as Starry Stonewort Awareness.

hereafter adopted as well as the federal laws on privacy.

Records Retention and Audits: Bond, records, documents, papers, accounting procedures and practices, and other evidence related to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and either the Legislative of State Auditor, pursuant to Minn. Stat. §16C.05, Subd. 5. Such evidence are also subject to review by the Comptroller General of the United States, or duly authorized representative, if federal funds are used for any work under this Agreement. Each government unit agrees to maintain such evidence for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

Termination: Any party may terminate this agreement upon a 90-day written notice of its intent to terminate to the other parties. Notice to terminate shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform of the terms of this Agreement prior to the effective date of termination.

Notwithstanding any provisions of this Agreement to the contrary, any party may immediately withdraw from this Agreement if it does not obtain funding for the Minnesota Legislature, Minnesota Agencies, or other funding sources, or if funds cannot be obtained at a level sufficient to allow for payment of the amounts due under this Agreement.

Modifications: Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall be valid when they have been reduced to writing, approved by the parties respective Boards, and signed by the authorized representatives of the parties.

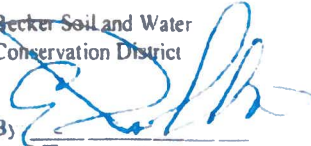
Minnesota Law To Govern: This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Becker, State of Minnesota.

Severability: The provisions of this Agreement shall be deemed severable. If any part of this agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity of the remainder of this Agreement unless the parts or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement to the respect to either party.


Final Agreement: This Agreement is the final expression of the agreement between parties and the complete and exclusive statements of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written contained in this agreement.

In Witness Whereof, the parties hereto have executed this Agreement on the dates indicated below:


Becker Soil and Water
Conservation District

By: 
Name: Eugene Pavelco
Title: Chair, Becker SWCD
Date: 5/17/2023

Cormorant Lakes
Watershed District

By: 
Name: Ellis Peterson
Title: Chair, CLWD
Date: 5/22/23

Pelican River
Watershed District

By: 
Name: Dennis Kral
Title: Chair, PRWD
Date: 5/17/2023

**Pelican River Watershed District
2023 Final Budget
December 15, 2022 - Amended 5/17/2023**

Motion to approve the Pelican River Watershed District 2023 Final Budget, Levies, Special Assessments and Fees as presented (Chris Jasken, Michaelson) carried unanimously.
Amended at May 17, 2023 Board Meeting. Motion to amend the General Fund 2023 Budget: Payroll \$275,000; Contracted Services \$57,900 (Charles Jasken, Michaelson) Approved unanimously.

	General Jan - Dec 23	Utility Stormwater Jan - Dec 23	LMP-01 Jan - Dec 23	DCM-01 Jan - Dec 23	1B (Sal & Mel) Jan - Dec 23	1C (Detroit & Curtman) Jan - Dec 23	Ditch 11-12 Jan - Dec 23	Ditch 13 Jan - Dec 23	Ditch 14 Jan - Dec 23	Drainage Buffer Enforce Jan - Dec 23
Income										
REVENUE	258,700.00	305,100.00	10,000.00	85,010.00	20,010.00	36,000.00	5.00	20,005.00		4,005.00
OTHER FINANCING SOURCES (USES)	59,000.00	-177,000.00	-9,000.00	6,000.00	-10,000.00	-10,000.00	-1,000.00	-1,000.00		-1,000.00
Total Income	317,700.00	128,100.00	1,000.00	91,010.00	10,010.00	26,000.00	-995.00	19,005.00		3,005.00
Gross Profit	317,700.00	128,100.00	1,000.00	91,010.00	10,010.00	26,000.00	-995.00	19,005.00		3,005.00
Expense										
Incentive Programs		30,000.00								
CAPITAL OUTLAY			35,000.00							
Education & Outreach	4,500.00	5,000.00	2,000.00							
LEGAL DRAINAGE SYSTEM							1,500.00	2,000.00	1,000.00	
PROGRAM ACTIVITIES		40,600.00	34,150.00	26,500.00	25,600.00	30,500.00				
OPERATING EXPENSE	66,995.00	4,600.00	2,750.00	4,400.00	400.00	400.00	200.00	200.00		1,200.00
PAYROLL	275,000.00	49,300.00	1,075.00	67,300.00		300.00				
CONTRACTED SERVICES	57,900.00	52,800.00	10,000.00		700.00	900.00		1,200.00		
Total Expense	404,395.00	182,300.00	84,975.00	98,200.00	26,700.00	32,100.00	1,700.00	3,400.00	1,000.00	1,200.00

FUND	2023 Final Levies, Assessments, and Fees
General Fund Ad Valorum Levy	\$258,500
LMP-01 Fund Ad Valorum Levy	\$10,000
Utility - Stormwater Fees \$32/parcel Minimum ; \$70/Parcel maximum	approx. \$305,000
DCM-01	\$85,000
Project 1B Special Assessment	\$20,000
Project 1C Special Assessment	\$15,000
Drainage System 11-12	NONE
Drainage System 13	\$20,000
Drainage System 14	NONE



ENVIRONMENTAL CONSULTANT STANDARD SERVICE CONTRACT

This Agreement is effective on May 17th, 2023, by and between the Pelican River Watershed District (“Client”) and Emmons & Olivier Resources, Inc. (“Consultant”) for services that Consultant will perform relating to Research and Development of District Rules Update.

SCOPE OF SERVICES

Consultant will provide Client with the services described in Consultant’s proposal, attached as Attachment I and incorporated by reference (the “Work”).

COMPENSATION

Client agrees to pay Consultant the fees stated in Attachment I (the “Fees”) for the Work.

This Agreement is subject to the following General Conditions:

1. Consultant will submit invoices to Client monthly with a final invoice on completion of the Work. Invoices will show charges based on the Fees. A detailed separation of charges and backup data will be provided at Client’s request.
2. Client agrees to pay for any services requested, in writing, in addition to the Work on a time and materials basis at the rates provided in Consultant’s schedule of fees which are part of Attachment I.
3. Payment is due upon receipt of the invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.
4. If Client fails to pay Consultant within sixty (60) days after the invoice date, Consultant may deem failure to pay a breach of this Agreement, terminate the same, and be relieved of any and all duties under this Agreement.
5. Contacts:

Emmons & Olivier Resources, Inc. 1919 University Ave. W, Suite 300 St. Paul, MN 55104 Attn: Jay Michels, Project Manager	Pelican River Watershed District 211 Holmes St. W. Suite 201 Detroit Lakes, MN 56501 Attn: Tera Guetter
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WHEREUPON the parties caused this Agreement to be duly executed and to be effective on the date first above written.

SIGNATURES

Emmons & Olivier Resources, Inc

Client: Pelican River Watershed District

By 
Signature

By 
Signature

Greg D. Graske
Printed Name

Dennis Kra
Printed Name

Its CFO
Title

Its President, Pelican River WD
Title

Attachment I - Scope of Work

May 10, 2023

Pelican River Watershed District (PRWD)
211 Holmes St. W. Suite 201
Detroit Lakes, MN 56501

Re: Scope of Services and Fee Estimate for Research and Facilitation of District Rules Update

Board of Directors:

Per your request we have prepared a Scope of Services and Fee Estimate for the facilitation of the effort to update the Pelican River Watershed District's rules and policies.

EOR has lengthy experience in the development of watershed district rules and local ordinances, and we are eager to bring our expertise to work for the PRWD. EOR proposes to provide the following services to facilitate this effort.

- Review current rules, ordinances, and policies of the PRWD, the city of Detroit Lakes, Becker County, and the Cormorant Lakes Watershed District.
- Review current rules of similar Minnesota watershed districts.
- Review state agency requirements as they relate to NPDES General and MS4 permits and shoreland zoning requirements specific to the watershed.
- Interview key stakeholders to develop a list of key issues.
- Develop a model rule and policy package for review and discussion.
- In cooperation with PRWD, develop and schedule a series of meetings with stakeholders to discuss and refine model package.
- Provide training materials and facilitate stakeholder meetings.
- Refine model into final rules and policy package for approval by the PRWD Board.
- Provide workshops to introduce rules package to stakeholders.

EOR staff will be available to start work on this project immediately upon approval of this Scope of Work. We anticipate at least one general stakeholder meeting per month during May, June, July, August, and September with project completion in the fall of 2023.

The fee for services is not to exceed \$25,000. All hours to be billed at standard hourly rates (see attached). Travel time will not be billed to the project. Mileage will be billed at current government rates.

EOR 2023 Hourly Fee Schedule

<u>Classification</u>	<u>Hourly Rate (*)</u>
Professional 1	\$128.00
Professional 2	\$159.00
Professional 3	\$192.00
Professional 4	\$216.00
Technician 1	\$93.00
Technician 2	\$111.00
Technician 3	\$135.00
Principal Partner	\$270.00
Support Staff	\$86.00

Professionals:

Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

Technicians:

Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

Principal Partners:

Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

Support Staff:

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

Additional Notes:

- *Reimbursable expenses (Reproduction, Printing, Duplicating, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.*
- *Subcontracted services will be billed at cost plus 15% to cover overhead expenses.*
- *Expert witness trial and deposition testimony will be billed at the above hourly rates times 1.5.*
- *Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.*

(*) Rates reviewed and adjusted on an annual basis.

RULES OF ENFORCEMENT

June 2023

SS: Small Site LS: Large Site Gov: Government Project

Permits Issued

<u>No.</u>	<u>Name</u>	<u>Address/Area</u>	<u>Approved Project</u>
23-22	Hart, Rob & Thomas, Jill	935 North Shore Dr.	SIZ: shoreline erosion repair. Installation of riprap, rill and native vegetation plantings behind riprap.
23-23	Boat Properties LLC Tinjum, Kevin	Brolin Beach Rd.	Commercial SW Mgmt: >1 Acre impervious surface. Building additions, new building, site grading and SW improvements.
23-24	Campbell, Greg & LeAnne	23206 S. Melissa	SIZ: Replace lake access steps. Repair existing riprap and edger between riprap and sand blanket.
23-25	Stofferahn, Scott & Jonda	1925 Long Bridge Road	SIZ: Repair existing wood slatted lake access landing area.
23-26	Hills, Brent & Darcie	720 South Shore Dr.	SIZ: Installation of fabric against bank with minimum riprap to The shoreline to prevent erosion.
23-27	McCollum, Jesse & Karen	704 Shorewood Dr.	SIZ: Minimum installation of riprap to shoreline. Install landscaping Rock and native shrubs/plantings behind riprap.
23-28	Anderson, Michael	25641 Brolin Beach Rd.	Commercial SW Mgmt >25% impervious surface. 8 storage units With concrete driveway. Construct infiltration swale.
23-29	Loney, Jason	25764 Brolin Beach Rd.	SIZ: riprap repair. Realign existing rock boulders and add natural Rock to conform with MN DNR riprap standards.
23-30	Olson, Joel	524 South Shore Dr.	SIZ: Sand replenishment to existing perched 37 ft x 10 ft Sand blanket. After-the-fact Permit.
23-31	Anderson, Michael	Cty Rd. 6	Commercial SW Mgmt > 1 acre. Site grading, storage condos, Driveway and stormwater management.
23-32	Rogstad, Jonathan	23833 County Hwy 22	SIZ: Erosion repair. Install bio-armor (native plants and riprap).
23-33	Helbling, Daryl & Debbie	20416 County Rd 131	SIZ: Install riprap along shoreline. Stabilize bank with plantings mulch, and random rock per site plan. Install 4 ft wide access steps to lake.
23-34	Forsberg, Preston & Jill	27166 Little Floyd Lake Rd.	SIZ: Installation of 27 ft x 10 ft x 6" deep perched sand blanket with landscape rock edging around sand blanket for erosion prevention.

Permit Applications Pending

Jan Anderson –13492 Fairhaven Lane. SIZ alteration, rip rap and shoreline repair. **6/7/23:** Homeowner trying to reach contractor.

Brian & Sandy Korbel– 944 South Shore Dr. Replace existing garage. Per L Remmen, the City has approved. **6/7/23:** PRWD has not received application. Owner stated he may hold off until fall 2023.

NMG (Nick Green) - 24724 Co. Hwy 6/St. Clair Lake. **5/26:** The District received permit application and fee, however, we have not received a site plan. Apex has submitted SWPPP to satisfy MPCA's CSW permit

RULES OF ENFORCEMENT

June 2023

Violation *****

SS Oehlke, Tim & Angela, 1836 East Shore Drive, trees removed in SIZ without a permit . **6/5/2023**—City and PRWD staff met on site. **6/6/2023**-Received "As Built" restoration photos from contractor. **6/7/2023**: City is going to verify site meets all requirements in plan.

Village of Riverview-Easement Violation— Surety document and fee has been received from their board. Deadline for vegetation restoration work has been extended to June 30, 2023. Retaining wall on site #414 to remain within Limited Common Element area as per City of Detroit Lakes Conditional Use dated 9/12/16. **5/31/2023**— PRWD received an email from board showing plantings, but we have not had a chance to verify that all requirements have been met.

SS Raymond Reading, 25213 Town & Country Estate Roads. **6/7/2023** Will monitor planting in spring 2023.

Corey Maple, 12010 County Rd 17. 8/12/22: Majority of work completed. **6/7/2023**- Retaining L of C until spring 2023. We will reach out to property owner to see if work has been completed.

Jeffery & Amy McKinnon, 15238 E. Munson Dr. Work/alterations in the SIZ done without a permit. **6/5/2023**—Met with contractor to review site plan. Hoping to have work complete by 6/26. Kemper will review while in progress.

Otto, Roger & Kim, 21749 Floyd Lake Dr. **6/7/23** Issuing stop work order. Owner has been clearing cattails from lake and has removed trees and vegetation from shoreline, exposing soils. MN DNR has also issued Cease & Desist order (CDO).

Hills, Brent & Darcie, 720 South Shore Dr. **6/7/23**: Trees and vegetation removed in SIZ without a permit. Contractor has been contacted and will be sent follow up letter regarding mediation required.

Permit Applications Expected

Gehrig Properties/Southwood Shore Estates— New development off of South Shore Dr. The City of Detroit Lakes did approve R-2 zoning for residential development and the Developer will begin with 7 lots consisting of 2.62 acres. **6/1/23**: Per L Remmen, a final plat has been submitted but no land disturbance permit has been issued.

City of Detroit Lakes-MN Flyers— Met with architect and MN Flyers staff to discuss building addition and parking lot improvements. Nothing further to report at this time.

District Comments to Becker County Board of Adjustments— Comments for June 8, 2023

Boat Properties—24147 Wine Lake Rd.—Requesting variance to be located 70' from OHW. The original variance issued for the property was 84' from OHW. **PRWD-no comment made.**

District Comments to City of Detroit Lakes Planning & Zoning— May 25, 2023

No comment made.